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

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

Plaintiffs,

–against–

JOSHUA LANDA, M.D., SHEREF E. HASSAN,
M.D., and LANDA SPINE CENTER, LLC,

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 \$2,500,000.00 that the Defendants wrongfully obtained from GEICO by submitting, and causing to be submitted, thousands of fraudulent and unlawful no-fault (“personal injury protection” or “PIP”) insurance charges through

Landa Spine Center, LLC (“Landa Spine”), for purported initial examinations, follow-up examinations, pain management injections, and surgical procedures (collectively the “Fraudulent Services”).

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

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

4. The Defendants fall into the following categories:

- (i) Defendant Landa Spine is a New Jersey limited liability company through which many of the Fraudulent Services purportedly were provided and were billed to insurance companies, including GEICO, in New York and New Jersey.
- (ii) Defendant Joshua Landa, M.D. (“Landa”) is a physician who was licensed to practice medicine in New York on or about May 17, 2006 and in New Jersey on or about April 4, 2011. Landa owned and controlled Landa Spine, and used Landa Spine 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 Sheref E. Hassan, M.D. (“Hassan”) is a physician who was licensed to practice medicine in New York on or about April 14, 2011 and in New Jersey on or about March 17, 2016. Hassan was – at all relevant times – associated with Landa Spine, performed many of the Fraudulent Services at Landa Spine, and used Landa Spine 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.

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

- (i) the Defendants paid and received unlawful compensation in exchange for patient referrals;

- (ii) the 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;
- (v) in many cases, the Fraudulent Services were performed by an independent contractor, rather than by employees of Landa Spine, and therefore Landa Spine was ineligible to receive payment for the Fraudulent Services under GEICO’s New York no-fault insurance policies and the New York no-fault insurance laws; and
- (vi) the Fraudulent Services were not provided in compliance with relevant laws and regulations governing health care practice and, as a result, were not eligible for no-fault reimbursement in the first instance.

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

7. The Defendants’ fraudulent and unlawful scheme began no later than 2017 and has continued uninterrupted since that time. As a result of the Defendants’ scheme, GEICO has incurred damages of more than \$2,500,000.00.

THE PARTIES

I. Plaintiffs

8. Plaintiffs Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company are Nebraska corporations with their principal places of business in Chevy Chase, Maryland. GEICO is

authorized to conduct business and to issue automobile insurance policies in New York and New Jersey.

II. Defendants

9. Defendant Landa Spine is a New Jersey limited liability company with its principal place of business in New Jersey. Landa Spine was established in New Jersey on or October 15, 2013, was owned and controlled by Landa, had Landa as its member, and was used by Landa 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 Landa resides in and is a citizen of New Jersey, was licensed to practice medicine in New York on or about May 17, 2006, and in New Jersey on or about April 4, 2011. Landa owned, controlled, and was the member of Landa Spine, purported to perform many of the Fraudulent Services at Landa Spine, and used Landa Spine as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

11. Defendant Hassan resides in and is a citizen of New Jersey, was licensed to practice medicine in New York on or about April 14, 2011, and in New Jersey on or about March 17, 2016. Hassan was associated with Landa Spine, purported to perform many of the Fraudulent Services at Landa Spine, and used Landa Spine as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

III. Other Relevant Individuals and Entities

12. Although they have not been named as Defendants in this action, Bayside Physical Therapy, Chiropractic, & Acupuncture, PLLC (“Bayside PT”), Lawrence J. Lefcort, D.C. (“Lefcort”), Old Bridge Spine & Wellness Center, P.A. (“Old Bridge Spine”), Peter Bufano, D.C. (“P. Bufano”), Arlene Kazio, D.C. (“Kazio”), John S. Cho, M.D. (“Cho”), John S. Cho M.D., LLC

(“Cho LLC”), and Reza Roghani, M.D. (“Roghani”) are relevant to understanding the claims in this action.

1. Bayside PT and Lefcort

13. Bayside PT is a New York professional limited liability company with its principal place of business in New York. Bayside PT was established in New York on or about October 29, 2009, and was owned and controlled by Lefcort.

14. Lefcort resides in and is a citizen of New York, and was licensed to practice chiropractic in New York on or about July 1, 1980. Lefcort owned, controlled, and was the member of Bayside PT.

15. As will be discussed more fully below, Landa Spine, Landa, and Hassan’s ability to bill GEICO and other New York and New Jersey automobile insurers for health care services depended on Landa Spine and Landa’s ability to gain access to Insureds.

16. Accordingly, Landa Spine, Landa, and Hassan devised a fraudulent and unlawful referral scheme whereby they would pay unlawful compensation to health care providers – including, upon information and belief, Bayside PT and Lefcort – in exchange for patient referrals to Landa Spine.

17. As a part of Landa Spine, Landa, and Hassan’s unlawful referral scheme, Landa Spine, Landa, and Hassan operated on an itinerant basis from – among other locations – the New York offices of Bayside PT and Lefcort, where they paid unlawful compensation in exchange for patient referrals from Bayside PT and Lefcort.

2. Old Bridge Spine, Kazio, P. Bufano, Cho, and Cho LLC

18. Old Bridge Spine is a New Jersey professional corporation with its principal place of business in New Jersey. Old Bridge Spine was incorporated in New Jersey on or about May 29, 2009, and was owned and controlled by P. Bufano and Kazio.

19. P. Bufano resides in and is a citizen of New Jersey. P. Bufano was licensed to practice chiropractic in New Jersey on June 25, 1999, and owned and controlled Old Bridge Spine.

20. Kazio resides in and is a citizen of New Jersey. Kazio was licensed to practice chiropractic in New Jersey on July 30, 1999, and owned and controlled Old Bridge Spine.

21. Cho LLC is a New Jersey limited liability company with its principal place of business in New Jersey. Cho LLC was organized in New Jersey on July 11, 2014, and was owned and controlled by Cho and had Cho as its member.

22. Cho resides in and is a citizen of New Jersey. Cho was licensed to practice medicine in New York and New Jersey, and owned and was the member of Cho LLC.

23. As will be discussed more fully below, Old Bridge Spine, Kazio, P. Bufano, Cho, and Cho LLC routinely caused Insureds to be referred to Landa Spine, Landa, and Hassan for purported spinal, shoulder, and knee surgical procedures.

24. As unlawful compensation for those referrals, Landa Spine, Landa, and Hassan would refer the Insureds back to Old Bridge Spine, Kazio, P. Bufano, Cho, and/or Cho LLC for the surgeries and permit Cho to falsely purport to serve as “co-surgeon” or “assistant surgeon” on the surgeries, thereby generating profits for Old Bridge Spine, Kazio, P. Bufano, Cho, and Cho LLC, despite the fact that: (a) the surgeries did not legitimately require any “co-surgeon” or “assistant surgeon”; and (b) Cho was completely unqualified, by training and education, to serve as “co-surgeon” on the surgeries.

25. Then, – as set forth in Exhibit “1” – Landa Spine, Landa, and Hassan would bill for the surgeries through Landa Spine. Additionally, Old Bridge Spine, Kazio, P. Bufano, Cho, and Cho LLC would submit their own, separate bill for Cho’s purported services as “co-surgeon” or “assistant surgeon”, despite the fact that Cho was incapable of serving as “co-surgeon” on the surgeries, did not actually serve as “co-surgeon” or “assistant surgeon” on the surgeries, and despite the fact that the surgeries did not require any “co-surgeon” or “assistant surgeon”.

3. Roghani

26. Although he has not been named as a Defendant in this action, Roghani is also relevant to understanding the claims in this action.

27. Roghani resides in and is a citizen of California. Roghani was licensed to practice medicine in in New York on or about July 12, 2012, in New Jersey on or about September 22, 2020, was associated with Landa Spine as an independent contractor, and purported to perform many of the Fraudulent Services at Landa Spine in New York and New Jersey.

JURISDICTION AND VENUE

28. 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.

29. 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).

30. 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.

31. Venue in this District is appropriate pursuant to 28 U.S.C. § 1391, as the Eastern District of New York is the District where a substantial amount of the activities forming the basis of the Complaint occurred.

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

33. 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

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

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

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

36. 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.

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

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

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

40. Pursuant to the New York no-fault insurance laws, only health care services providers in possession of a direct assignment of benefits are entitled to bill for and collect PIP Benefits. There is both a statutory and regulatory prohibition against payment of PIP Benefits to anyone other than the patient or their health care services provider. The implementing regulation adopted by the Superintendent of Insurance, 11 N.Y.C.R.R. § 65-3.11, states – in pertinent part – as follows:

An insurer shall pay benefits for any element of loss ... directly to the applicant or ... upon assignment by the applicant ... shall pay benefits directly to providers of health care services as covered under section five thousand one hundred two (a)(1) of the Insurance Law ...

41. Accordingly, for a health care services provider to be eligible to bill for and to collect PIP Benefits in New York, it must be the actual provider of the underlying health care services. Under the New York No-Fault Laws, a health care services provider is not eligible to collect PIP Benefits for health care services rendered by individuals, such as independent contractors, who are not employees of the health care services provider.

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

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

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

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

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

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

47. In New York, claims for PIP Benefits are governed by the New York Workers' Compensation Fee Schedule (the "NY Fee Schedule").

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

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

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

50. 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.

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

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

53. Thus, a health care services provider is not entitled to receive PIP Benefits under the New Jersey no-fault laws where it has failed to comply with all significant statutory and regulatory requirements governing health care practice, whether or not the underlying services were medically necessary or actually provided.

54. Moreover, in order for a specific health care service to be eligible for PIP reimbursement under the New Jersey no-fault laws, the service itself must be provided in compliance with all significant laws and regulations governing health care practice.

55. By extension, under the New Jersey no-fault laws, insurers such as GEICO are not obligated to make any payments of PIP Benefits to health care services providers that are not in compliance with all significant statutory and regulatory requirements governing health care practice.

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

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

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

A licensee shall not, directly or indirectly, give to or receive from any licensed or unlicensed source a gift of more than nominal (negligible) value, or any fee, commission, rebate or bonus or other compensation however denominated, which a reasonable person would recognize as having been given or received in appreciation for or to promote conduct by a licensee including: purchasing a medical product, ordering or promoting the sale or lease of a device or appliance or other prescribed item, prescribing any type of item or

product for patient use or making or receiving a referral to or from another for professional services. For example, a licensee who refers a patient to a health care service (such as a cardiac rehabilitation service or a provider of durable medical equipment or a provider of testing services) shall not accept from nor give to the health care service a fee directly or indirectly in connection with the referral, whether denominated as a referral or prescription fee or examination or supervision fee or space leasing in which to render the services (other than as permitted in (h) below), or by any other name

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

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

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

(Emphasis added).

61. Physicians and medical practices that pay or receive unlawful compensation in exchange for patient referrals are not eligible to collect PIP Benefits under the New Jersey no-fault laws.

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

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

64. When a health care services provider submits a claim for PIP Benefits using the current procedural terminology (“CPT”) codes set forth in the NJ Fee Schedule, it represents that: (i) the service described by the specific CPT code that is used was performed in a competent manner in accordance with applicable regulations; (ii) the service described by the specific CPT

code that is used was reasonable and medically necessary; and (iii) the service and the attendant fee were not excessive.

II. The Defendants' Fraudulent Scheme

65. Beginning no later than 2017, and continuing through the present day, the Defendants conceived and implemented a fraudulent scheme in which they caused a large 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. Landa Spine's Unlawful Operations in New York

66. As set forth above, Landa Spine is a New Jersey limited liability company, not a New York limited liability company.

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

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

69. Landa Spine never obtained a certificate of authority from the New York Education Department and was never properly incorporated or organized in New York.

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

71. Likewise, searches of the New York Education Department's Office of the Professions website indicate that Landa Spine never received any certificate of authority from the Education Department.

72. Even so, Landa, Hassan, and Landa Spine routinely and unlawfully operated Landa Spine as a professional medical practice in New York.

73. For example:

- (i) On or about October 21, 2016, Landa, Hassan, and Landa Spine billed GEICO for an arthroscopic surgical procedure purportedly provided through Landa Spine to an Insured named RL at 10 Union Square East, New York, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative arthroscopic surgical procedure because it could not lawfully provide the service in New York.
- (ii) On or about September 4, 2018, Landa, Hassan, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named NV at 3626 Bailey Avenue, Bronx, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (iii) On or about December 10, 2019, Landa, Hassan, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named CG at 3626 Bailey Avenue, Bronx, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (iv) On or about December 16, 2020, Landa, Roghani, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named AF at 54 South Dean Street, Bayside, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (v) On or about February 16, 2021, Landa, Roghani, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named EB at 554 Tompkins Avenue, Staten Island, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (vi) On or about April 13, 2021, Landa, Roghani, and Landa Spine billed GEICO for an arthrocentesis joint aspiration purportedly provided through Landa Spine to an Insured named CK at 2052 Richmond Street, Staten Island, New York despite the

fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative arthrocentesis joint aspiration because it could not lawfully provide the service in New York.

- (vii) On or about June 16, 2021, Landa, Roghani, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named YC at 213-15 33rd Road, Bayside, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (viii) On or about April 11, 2022, Landa, Roghani, and Landa Spine billed GEICO for an arthrocentesis joint aspiration purportedly provided through Landa Spine to an Insured named RM at 400 Route 211 East, Middletown, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative arthrocentesis joint aspiration because it could not lawfully provide the service in New York.
- (ix) On or about May 5, 2022, Landa, Roghani, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named JR at 41-40 Junction Boulevard, Corona, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (x) On or about January 25, 2023, Landa, Hassan, and Landa Spine billed GEICO for an examination purportedly provided through Landa Spine to an Insured named SK at 213-15 33rd Road, Bayside, New York despite the fact that Landa Spine was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.

74. These are only representative examples. All of the claims for Fraudulent Services identified in Exhibit “1” for services that purportedly were provided in New York were provided in violation of New York licensing laws, because Landa Spine lacked the authority to operate as a medical practice in New York.

C. The Payment of Unlawful Compensation by the Defendants in Exchange for Patient Referrals

75. In order to bill GEICO and other automobile insurers for initial examinations, follow-up examinations, pain management injections, and surgical procedures, Landa Spine, Landa, and Hassan needed to obtain patient referrals from other health care providers. However,

because the “services” that Landa Spine, Landa, and Hassan provided were medically unnecessary, they could not obtain legitimate patient referrals from legitimate health care providers.

76. Accordingly, in an effort to obtain access to a large number of no-fault insurance patients, Landa Spine, Landa, and Hassan, or some other health care provider acting on their behalf and at their direction, would regularly travel to various offices located throughout New York (collectively the “No-Fault Clinics”), as well as others located in New Jersey, where they would intake patients and provide them with initial examinations as the first step in the Defendants’ fraudulent scheme and as a precursor to the provision of the Fraudulent Services. These No-Fault Clinics included Bayside PT and Lefcort’s office at 213-15 33rd Street, Bayside, New York, 11361, as well as other offices, including offices at the following locations:

- (i) 2052 Richmond Street, Staten Island, New York, 10306
- (ii) 3626 Bailey Avenue, Bronx, New York, 10463
- (iii) 400 Route 211 East, Middletown, New York, 10940
- (iv) 41-40 Junction Boulevard, Corona, New York, 11368

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

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

79. In order to obtain patient referrals at Bayside PT and Lefcort’s office, as well as at the other No-Fault Clinics identified above, Landa Spine, Landa, and Hassan paid unlawful compensation to Bayside PT, Lefcort, and the individuals and entities that controlled the other No-Fault Clinics.

80. The unlawful compensation was provided in the form of: (i) ostensibly legitimate payments to “lease” space at the No-Fault Clinics, which actually were disguised compensation paid in exchange for patient referrals; and/or (ii) return referrals back from Landa Spine, Landa, and Hassan to Bayside PT, Lefcort, and the other No-Fault Clinics for the continued provision of medically unnecessary physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or other related health care services, which enabled Bayside PT, Lefcort, and the other No-Fault Clinics to obtain additional PIP payments that otherwise would have been unavailable to them.

81. In reality, these were “pay-to-play” arrangements that caused Bayside PT, Lefcort, and the other No-Fault Clinics to provide access to Insureds and to refer Insureds to Landa Spine, Landa, and Hassan for medically unnecessary/excessive examinations as a precursor for medically unnecessary pain management injections and/or surgical procedures.

82. In keeping with the fact that their ostensibly legitimate “rent” payments actually were disguised compensation in exchange for patient referrals, Landa Spine, Landa, and Hassan operated from the respective No-Fault Clinics on only a sporadic basis, on different days each month, only when Bayside PT, Lefcort, and the other No-Fault Clinics had patients to refer to Landa Spine, Landa, and Hassan pursuant to the unlawful referral scheme.

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

84. In addition to the phony “lease” payments, Landa Spine, Landa, and Hassan’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 Landa Spine, Landa, and Hassan back to Bayside PT, Lefcort, and the other No-Fault Clinics, constituted unlawful compensation to Bayside PT, Lefcort, and the other No-Fault Clinics for their initial referrals of Insureds to Landa Spine, Landa, and Hassan, as these contentions, diagnoses, and referrals provided a false justification for Bayside PT, Lefcort, and the other No-Fault Clinics to continue to provide medically unnecessary physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services to the Insureds.

85. In keeping with the fact that Landa Spine, Landa, and Hassan’s return referrals were not predicated on medical necessity, and in fact constituted unlawful compensation to Bayside PT, Lefcort, and the other No-Fault Clinics for the initial referrals of the Insureds, the Defendants’ own records indicated that the prior physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services provided through Bayside PT, Lefcort, and the other No-Fault Clinics had not been effective in resolving the Insureds’ supposed complaints.

86. For example:

- (i) On May 28, 2020, an Insured named GB was involved in an automobile accident. Thereafter, GB sought treatment from Bayside PT and Lefcort, who provided GB with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between August 2020 and January 2021. In January 2021, Lefcort and Bayside PT caused GB to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on January 20, 2021, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine GB on behalf of Landa Spine. In the January 20, 2021 examination report, Roghani falsely contended that GB continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – GB had received over five months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving GB’s putative symptoms, Roghani nonetheless referred GB back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the January 20, 2021 examination – over five months after the accident, and long after any legitimate symptoms GB may have experienced had resolved. The medically unnecessary

return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

- (ii) On June 4, 2020, an Insured named EP was involved in an automobile accident. Thereafter, EP sought treatment from Bayside PT and Lefcort, who provided EP with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between June 2020 and September 2020. In September 2020, Lefcort and Bayside PT caused EP to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on September 23, 2020, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine EP on behalf of Landa Spine. In the September 23, 2021 examination report, Roghani falsely contended that EP continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – EP had received over three months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving EP’s putative symptoms, Roghani nonetheless referred EP back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the September 23, 2020, examination – over three months after the accident, and long after any legitimate symptoms EP may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

- (iii) On July 16, 2020, an Insured named NF was involved in an automobile accident. Thereafter, NF sought treatment from Bayside PT and Lefcort, who provided NF with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between July 2020 and April 2021. In April 2021, Lefcort and Bayside PT caused NF to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on April 21, 2021, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine NF on behalf of Landa Spine. In the April 21, 2021 examination report, Roghani falsely contended that NF continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – NF had received over eight months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving NF’s putative symptoms, Roghani nonetheless referred NF back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the April 21, 2021, examination – over eight months after the accident, and long after any legitimate symptoms NF may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

- (iv) On September 10, 2020, an Insured named SK was involved in an automobile accident. Thereafter, SK sought treatment from Bayside PT and Lefcort, who provided SK with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between September 2020 and February 2021. In February 2021, Lefcort and Bayside PT caused SK to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on February 17, 2021, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine SK on behalf of Landa Spine. In the February 17, 2021 examination report, Roghani falsely contended that SK continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – SK had received nearly five months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside SK purportedly had provided supposedly had been ineffective in resolving SK’s putative symptoms, Roghani nonetheless referred SK back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the February 17, 2021, examination – nearly five months after the accident, and long after any legitimate symptoms SK may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.
- (v) On September 24, 2020, an Insured named BM was involved in an automobile accident. Thereafter, BM sought treatment from Bayside PT and Lefcort, who provided BM with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between October 2020 and January 2021. In January 2021, Lefcort and Bayside PT caused BM to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on January 20, 2021, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine BM on behalf of Landa Spine. In the January 20, 2021 examination report, Roghani falsely contended that BM continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – BM had received over three months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside BM purportedly had provided supposedly had been ineffective in resolving BM’s putative symptoms, Roghani nonetheless referred BM back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the January 20, 2021, examination – over three months after the accident, and long after any legitimate symptoms BM may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

- (vi) On November 29, 2020, an Insured named RI was involved in an automobile accident. Thereafter, RI sought treatment from Bayside PT and Lefcort, who provided RI with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between December 2019 and July 2021. In July 2021, Lefcort and Bayside PT caused RI to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on July 21, 2021, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine RI on behalf of Landa Spine. In the July 21, 2021 examination report, Roghani falsely contended that RI continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – RI had received over seven months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving RI’s putative symptoms, Roghani nonetheless referred RI back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the July 21, 2021, examination – over seven months after the accident, and long after any legitimate symptoms RI may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.
- (vii) On February 5, 2021, an Insured named ST was involved in an automobile accident. Thereafter, ST sought treatment from Bayside PT and Lefcort, who provided RI with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between February 2021 and July 2021. In July 2021, Lefcort and Bayside PT caused ST to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on July 21, 2021, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine ST on behalf of Landa Spine. In the July 21, 2021 examination report, Roghani falsely contended that ST continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – ST had received nearly five months physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving ST’s putative symptoms, Roghani nonetheless referred ST back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the July 21, 2021, examination – nearly five months after the accident, and long after any legitimate symptoms ST may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.
- (viii) On December 19, 2021, an Insured named SL was involved in an automobile accident. Thereafter, SL sought treatment from Bayside PT and Lefcort, who

provided SL with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between December 2021 and January 2022. In January 2023, Lefcort and Bayside PT caused SL to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on January 25, 2023, Landa – or some other health care provider acting on Landa’s behalf and at Landa’s direction – purported to examine SL on behalf of Landa Spine. In the January 25, 2023 examination report, Landa – or some other health care provider acting on Landa’s behalf and at Landa’s direction – falsely contended that SL continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – SL had received over 13 months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving SL’s putative symptoms, Landa – or some other health care provider acting on Landa’s behalf and at Landa’s direction – nonetheless referred SL back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the January 25, 2023, examination – over 13 months after the accident, and long after any legitimate symptoms SL may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

- (ix) On March 16, 2022, an Insured named FG was involved in an automobile accident. Thereafter, FG sought treatment from Bayside PT and Lefcort, who provided FG with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between March 2022 and September 2022. In September 2022, Lefcort and Bayside PT caused FG to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on September 28, 2022, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine FG on behalf of Landa Spine. In the September 28, 2022 examination report, Roghani falsely contended that FG continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – FG had received nearly over six months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving FG’s putative symptoms, Roghani nonetheless referred FG back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the September 28, 2022, examination – over six months after the accident, and long after any legitimate symptoms FG may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

- (x) On April 5, 2022, an Insured named CK was involved in an automobile accident. Thereafter, CK sought treatment from Bayside PT and Lefcort, who provided CK with physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment between April 2022 and August 2022. In August 2022, Lefcort and Bayside PT caused CK to be referred to Landa Spine in exchange for unlawful compensation that Landa, Hassan, and Landa Spine provided to Lefcort and Bayside PT. Thereafter, on September 14, 2022, Roghani – acting on Landa’s behalf and at Landa’s direction – purported to examine CK on behalf of Landa Spine. In the September 14, 2022 examination report, Roghani falsely contended that CK continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – CK had received over four months of physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related services from Lefcort and Bayside PT. Though the physical therapy, chiropractic, acupuncture, “pain fiber” testing, and/or related treatment that Lefcort and Bayside PT purportedly had provided supposedly had been ineffective in resolving CK’s putative symptoms, Roghani nonetheless referred CK back to Lefcort and Bayside PT for continued medically unnecessary treatment at the conclusion of the September 14, 2022, examination – over four months after the accident, and long after any legitimate symptoms CK may have experienced had resolved. The medically unnecessary return referral to Lefcort and Bayside PT was unlawful compensation for the initial, medically unnecessary referral to Landa Spine.

87. These are only representative examples. In the claims identified in Exhibit “1” the Defendants routinely and unlawfully paid and received unlawful compensation in exchange for patient referrals.

88. In claims identified in Exhibit “1”, Landa Spine, Landa, and Hassan falsely represented that they were in compliance with all relevant laws and regulations governing health care practice, and therefore were eligible to collect PIP Benefits in the first instance.

89. In fact, Landa Spine, Landa, and Hassan were not in compliance with all relevant laws and regulations governing health care practice, inasmuch as they paid and/or received unlawful compensation in exchange for patient referrals.

90. In keeping with the fact that Bayside PT, Lefcort, and the other No-Fault Clinics’ referrals to Landa Spine, Landa, and Hassan were not based on medical necessity, and instead were the product of unlawful compensation paid by Landa Spine, Landa, and Hassan, Bayside PT,

Lefcort, and the other No-Fault Clinics, on numerous occasions, caused multiple Insureds who had been involved in the same underlying minor accident to be referred to Landa Spine for the provision of the Fraudulent Services on or about the same date, in many instances months after the accident, despite the fact that the Insureds were differently situated.

91. 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 Exhibit “1” would suffer substantially similar injuries as the result of their accidents, or require a substantially similar course of treatment.

92. It is even more improbable – to the point of impossibility – that this would occur repeatedly, often with the Insureds referred from Bayside PT, Lefcort, and the other No-Fault Clinics to Landa Spine for the Fraudulent Services on or about the exact same dates after their accidents, oftentimes many months after their accidents.

93. Even so, Bayside PT, Lefcort, and the other No-Fault Clinics – on numerous occasions – caused multiple Insureds who had been involved in the same underlying relatively minor accident to be referred to Landa Spine for the medically unnecessary Fraudulent Services on or about the same date, months after their underlying accidents.

94. For example:

- (i) On October 7, 2018, two Insureds – ZA and EN – were involved in the same relatively minor automobile accident. Thereafter, ZA and EN sought treatment from the No-Fault Clinic located at 3626 Bailey Avenue, Bronx, New York. ZA and EN 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. Furthermore, to the extent that they suffered any injuries at all, the injuries resolved at different rates, and the Insureds did not both require referrals to Landa Spine for continued treatment on the same date. Even so, the No-Fault Clinic caused ZA and EN to be referred to Landa Spine, Landa, and Roghani for the medically unnecessary Fraudulent Services – incredibly, on the exact same date, November 6, 2018 – in

exchange for unlawful compensation that Landa Spine, Landa, and Roghani provided to the No-Fault Clinic.

- (ii) On December 11, 2021, two Insureds – JC and HS – were involved in the same relatively minor automobile accident. Thereafter, JC and HS sought treatment from Bayside PT and Lefcort at the office located at 213-15 33rd Road, Bayside New York. JC and HS 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. Furthermore, to the extent that they suffered any injuries at all, the injuries resolved at different rates, and the Insureds did not both require referrals to Landa Spine for continued treatment on the same date. Even so, Bayside Pt and Lefcort caused JC and HS to be referred to Landa Spine, Landa, and Roghani for the medically unnecessary Fraudulent Services – incredibly, on the exact same date, March 30, 2022 – in exchange for unlawful compensation that Landa Spine, Landa, and Roghani provided to Bayside PT and Lefcort.
- (iii) On January 29, 2022, two Insureds – NI and RI – were involved in the same relatively minor automobile accident. Thereafter, NI and RI sought treatment from the No-Fault Clinic located at 400 Route 211 East, Middletown, New York. NI and RI 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. Furthermore, to the extent that they suffered any injuries at all, the injuries resolved at different rates, and the Insureds did not both require referrals to Landa Spine for continued treatment on the same date. Even so, the No-Fault Clinic caused NI and RI to be referred to Landa Spine, Landa, and Roghani for the medically unnecessary Fraudulent Services – incredibly, on the exact same date, March 28, 2022 – in exchange for unlawful compensation that Landa Spine, Landa, and Roghani provided to the No-Fault Clinic.
- (iv) On February 5, 2022, two Insureds – SC and KV – were involved in the same relatively minor automobile accident. Thereafter, SC and KV sought treatment from the No-Fault Clinic located at 41-40 Junction Blvd., Corona, New York. SC and KV 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. Furthermore, to the extent that they suffered any injuries at all, the injuries resolved at different rates, and the Insureds did not both require referrals to Landa Spine for continued treatment on the same date. Even so, the No-Fault Clinic caused SC and KV to be referred to Landa Spine, Landa, and Roghani for the medically unnecessary Fraudulent Services – incredibly, on the exact same date, April 7, 2022 – in exchange for unlawful compensation that Landa Spine, Landa, and Roghani provided to the No-Fault Clinic.

- (v) On August 2, 2022, two Insureds – KD and BS – were involved in the same relatively minor automobile accident. Thereafter, KD and BS sought treatment from Bayside PT and Lefcort at the office located at 213-15 33rd Road, Bayside New York. KD and BS 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. Furthermore, to the extent that they suffered any injuries at all, the injuries resolved at different rates, and the Insureds did not both require referrals to Landa Spine for continued treatment on the same date. Even so, Bayside Pt and Lefcort caused KD and BS to be referred to Landa Spine, Landa, and Roghani for the medically unnecessary Fraudulent Services – incredibly, on the exact same date, August 24, 2022 – in exchange for unlawful compensation that Landa Spine, Landa, and Roghani provided to Bayside PT and Lefcort.

95. These are only representative examples. In the claims identified in Exhibit “1”, Bayside PT, Lefcort, and the other No-Fault Clinics – on numerous occasions – caused multiple Insureds from the same accident to be referred to Landa Spine for the medically unnecessary Fraudulent Services on or about the same date, months after the accident, despite the fact that the Insureds were differently situated.

D. The Fraudulent Charges for Initial Examinations by Landa Spine, Landa, and Hassan

96. Upon receiving a referral – including but not limited to referrals pursuant to the unlawful compensation that Landa Spine, Landa, and Hassan paid to Bayside PT, Lefcort, as well as to the other No-Fault Clinics – Landa Spine, Landa, and Hassan purported to provide virtually every Insured in the claims identified in Exhibit “1” with an initial examination.

97. As set forth in Exhibit “1”, Landa or Hassan purported to perform the majority of the putative initial examinations on behalf of Landa Spine, which were then billed through Landa Spine to GEICO under CPT codes 99204 and 99244, typically resulting in a charge of between \$400.00 and \$900.00 for each purported initial examination.

98. In the claims for initial examinations identified in Exhibit “1” the charges for the initial examinations were fraudulent in that they misrepresented Landa, Hassan, and Landa Spine’s eligibility to collect PIP Benefits in the first instance.

99. In fact, Landa, Hassan, and Landa Spine were not eligible to collect PIP Benefits in the claims for initial examinations that are identified in Exhibit “1” because – as a result of the fraudulent scheme described herein – neither Landa, Hassan, Landa Spine, nor the examinations were in compliance with all significant laws and regulations or licensing laws governing health care practice.

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

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

101. Pursuant to the American Medical Association’s CPT Assistant, which is incorporated by reference into the NY and NJ Fee Schedules, the use of CPT codes 99204 or 99244 to bill for an initial patient examination typically requires that the Insured present with problems of moderate to high severity.

102. The CPT Assistant provides various clinical examples of the types of presenting problems that qualify as moderately to highly severe, and thereby justify the use of CPT code 99204 or 99244 to bill for an initial patient examination.

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

- (i) Office visit for initial evaluation of a 63-year-old male with chest pain on exertion. (Cardiology/Internal Medicine)

- (ii) Initial office visit of a 50-year-old female with progressive solid food dysphagia. (Gastroenterology)
- (iii) Initial office evaluation of a 70-year-old patient with recent onset of episodic confusion. (Internal Medicine)
- (iv) Initial office visit for 34-year-old patient with primary infertility, including counseling. (Obstetrics/Gynecology)
- (v) Initial office visit for 7-year-old female with juvenile diabetes mellitus, new to area, past history of hospitalization times three. (Pediatrics)
- (vi) Initial office evaluation of 70-year-old female with polyarthralgia. (Rheumatology)
- (vii) Initial office evaluation of a 50-year-old male with an aortic aneurysm with respect to recommendation for surgery. (Thoracic Surgery)

104. Similarly, the CPT Assistant provides the following clinical examples of presenting problems that might support the use of CPT code 99244 to bill for an initial examination:

- (i) Office consultation with 38-year-old female, with inflammatory bowel disease, who now presents with right lower quadrant pain and suspected intra-abdominal abscess. (Colon and Rectal Surgery)
- (ii) Initial office consultation for discussion of treatment options for a 40-year-old female with a two-centimeter adenocarcinoma of the breast. (Radiation Oncology)
- (iii) Initial office consultation with 72-year-old male with esophageal carcinoma, symptoms of dysphagia and reflux. (Thoracic Surgery)

104. Accordingly, pursuant to the CPT Assistant, the moderately to highly severe presenting problems that could support the use of CPT codes 99204 or 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.

105. By contrast, to the extent that the Insureds in the claims identified in Exhibit "1" 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.

106. For instance, and in keeping with the fact that the Insureds in the claims identified

in Exhibit “1” either had no presenting problems at all as the result of their minor automobile accidents, or else problems of low or minimal severity, in the substantial majority of the claims identified in Exhibit “1” the Insureds did not seek treatment at any hospital as the result of their accidents.

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

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

109. Even so, in the claims for initial examinations identified in Exhibit “1” Landa, Hassan, and Landa Spine routinely billed for their putative initial examinations using CPT codes 99204 and 99244, and thereby falsely represented that the Insureds presented with problems of moderate to high severity.

110. For example:

- (i) On April 30, 2016, an Insured named AB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AB’s vehicle was drivable following the accident. The police report further indicated that AB was not injured and did not complain of any pain. In keeping with the fact that AB was not seriously injured, AB did not visit any hospital emergency room following the accident. To the extent that AB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of AB on July 14, 2016, Landa, Hassan, and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (ii) On July 11, 2017, an Insured named DS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that DS's vehicle was drivable following the accident. The police report further indicated that DS was not injured and did not complain of any pain. Nonetheless, DS self-presented the next day to Robert Wood Johnson hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of DS on July 13, 2017, Landa and Landa Spine 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 November 4, 2017, an Insured named EN was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that EN's vehicle was drivable following the accident. The police report further indicated that EN was not injured and did not complain of any pain. In keeping with the fact that EN was not seriously injured, EN did not visit any hospital emergency room following the accident. To the extent that EN experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of EN on May 1, 2018, Landa, Hassan, and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (iv) On April 4, 2018, an Insured named JS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that JS's vehicle was drivable following the accident. The police report further indicated that JS was not injured and did not complain of any pain. In keeping with the fact that JS was not seriously injured, JS did not visit any hospital emergency room following the accident. To the extent that JS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of JS on July 26, 2018, Landa, Hassan, and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (v) On September 26, 2018, an Insured named JE was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that JE's vehicle was drivable following the accident. The police report further indicated that while JE did complain of some neck pain, he refused medical attention at the scene of the accident. Nonetheless, JE self-presented later that day to HMH Palisades Medical Center where he was

briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that JE experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of JE on November 16, 2018, Landa, Hassan, and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (vi) On December 13, 2018, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and 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. In keeping with the fact that MG was not seriously injured, MG did not visit any hospital emergency room following the accident. To the extent that SR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of MG on January 3, 2019, Landa and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (vii) On December 30, 2018, an Insured named SR was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SR's vehicle was drivable following the accident. The police report further indicated that SR was not injured and did not complain of any pain. In keeping with the fact that SR was not seriously injured, SR did not visit any hospital emergency room following the accident. To the extent that SR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of SR on February 7, 2019, Landa, Hassan, and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (viii) On December 29, 2019, an Insured named SC was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SC's vehicle was drivable following the accident. The police report further indicated that SC was not injured and did not complain of any pain. In keeping with the fact that SC was not seriously injured, SC did not visit any hospital emergency room following the accident. To the extent that SC experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of SC on April 29, 2020, Landa, Hassan, and Landa Spine billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (ix) On October 10, 2021, an Insured named FS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FS's vehicle was drivable following the accident. The police report further indicated that FS was not injured and did not complain of any pain. In keeping with the fact that FS was not seriously injured, FS did not visit any hospital emergency room following the accident. To the extent that FS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of FS on June 27, 2022, Landa, Roghani, and Landa Spine 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.
- (x) On September 21, 2022, an Insured named NO was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that NO's vehicle was drivable following the accident. The police report further indicated that NO was not injured and did not complain of any pain. In keeping with the fact that NO was not seriously injured, NO did not visit any hospital emergency room following the accident. To the extent that NO experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of NO on November 18, 2022, Landa, Hassan, and Landa Spine 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.

111. These are only representative examples. In virtually all of the claims for initial examinations identified in Exhibit "1", Landa, Hassan, and Landa Spine falsely represented that the Insureds presented with problems of 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.

112. In the claims for initial examinations identified in Exhibit "1", Landa, Hassan, and Landa Spine 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 codes 99204 and 99244, because examinations billable under CPT codes 99204 and 99244

are reimbursable at a higher rate than examinations involving presenting problems of low severity, minimal severity, or no severity.

113. In the claims for initial examinations identified in Exhibit “1”, Landa, Hassan, and Landa Spine 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.

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

114. Pursuant to the NY and NJ Fee Schedules, the use of CPT code 99204 to bill for an initial examination represents that the physician or other health care provider who performed the examination spent at least 45 minutes of face-to-face time with the patient or the patient’s family during the examination, and the use of CPT code 99244 to bill for an initial examination represents that the physician or other health care provider who performed the examination spent at least 60 minutes of face-to-face time with the patient or the patient’s family during the examination.

115. As set forth in Exhibit “1”, Landa, Hassan, and Landa Spine submitted the majority of their bills for initial examinations under CPT codes 99204 and 99244, and thereby represented that the physician – or other health care provider – who purported to perform the initial examinations spent at least 45 or 60 minutes of face-to-face time with the Insureds or the Insureds’ families during the putative examinations.

116. In fact, in the claims for initial examinations identified in Exhibit “1”, neither Landa, Hassan, nor any other health care provider associated with Landa Spine ever spent 45 minutes of face-to-face time with the Insureds or their families when conducting the examinations, let alone 60 minutes.

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

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

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

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

121. These interviews and examinations did not require any physician or health care provider associated with Landa Spine to spend more than 15 minutes of face-to-face time with the Insureds during the putative initial examinations.

122. In the claims for initial examinations identified in Exhibit “1”, Landa, Hassan, and Landa Spine routinely falsely represented that the examinations billed under CPT code 99204 involved 45 or 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 99204 and 99244, because examinations and

consultations billable under CPT codes 99204 and 99244 are reimbursable at a higher rate than examinations that require less time to perform.

3. Misrepresentations Regarding “Comprehensive” Physical Examinations

123. Pursuant to the CPT Assistant, the use of CPT codes 99204 or 99244 to bill for a patient examination represented that the physician who performed the examination conducted a “comprehensive” physical examination.

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

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

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

- (i) at least three of the following: (a) standing or sitting blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; or (g) weight;
- (ii) the general appearance of the patient – e.g., development, nutrition, body habits, deformities, and attention to grooming;
- (iii) examination of the peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);
- (iv) palpation of lymph nodes in neck, axillae, groin, and/or other location;
- (v) examination of gait and station;

- (vi) examination of joints, bones, muscles, and tendons in at least four of the following areas: (a) head and neck; (b) spine, ribs, and pelvis; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and/or (f) left lower extremity;
- (vii) inspection and palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café-au-lait spots, ulcers) in at least four of the following areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; (f) left lower extremity;
- (viii) coordination, deep tendon reflexes, and sensation; and
- (ix) mental status, including orientation to time, place and person, as well as mood and affect.

127. In the claims for initial examinations identified in Exhibit “1”, when Landa Spine, Landa, and/or Hassan billed for the initial examinations under CPT codes 99204 and 99244, they falsely represented that Landa, Hassan, or some other health care practitioner associated with Landa Spine performed “comprehensive” patient examinations on the Insureds they purported to treat during the initial examinations.

128. In fact, with respect to the claims for initial examinations under CPT codes 99204 and 99244 that are identified in Exhibit “1”, neither Landa, Hassan, nor any other health care practitioner associated with Landa Spine actually conducted a general examination of multiple patient organ systems, or conducted a complete examination of a single patient organ system.

129. For instance, in the claims under CPT codes 99204 and 99244 identified in Exhibit “1”, neither Landa, Hassan, nor any other health care practitioner associated with Landa Spine conducted any general examination of multiple patient organ systems, inasmuch as they did not document findings with respect to at least eight organ systems.

130. Furthermore, although Landa, Hassan, or some other health care practitioner acting on their behalf, typically purported to provide an examination of the Insureds’ musculoskeletal

systems in many of the claims for initial examinations identified in 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.

131. For example:

- (i) On June 16, 2016, Landa Spine, Landa, or some other health care practitioner acting at Landa’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured AL, and thereby represented that they had provided a “comprehensive” physical examination to AL. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.
- (ii) On May 12, 2017, Landa Spine and Landa billed GEICO under CPT code 99204 for an initial examination of an Insured LR, and thereby represented that they had provided a “comprehensive” physical examination to LR. However, Landa did not

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

- (iii) On May 1, 2017, Landa Spine, Landa, and Hassan billed GEICO under CPT code 99204 for an initial examination of an Insured JB, and thereby represented that they had provided a "comprehensive" physical examination to JB. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (iv) On May 19, 2017, Landa Spine, Landa, or some other health care practitioner acting at Landa's direction billed GEICO under CPT code 99204 for an initial examination of an Insured AS, and thereby represented that they had provided a "comprehensive" physical examination to AS. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (v) On July 13, 2017, Landa Spine and Landa billed GEICO under CPT code 99204 for an initial examination of an Insured DS, and thereby represented that they had provided a "comprehensive" physical examination to DS. However, Landa did not document findings with respect to at least eight of the Insured's organ systems, nor did he document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (vi) On June 7, 2018, Landa Spine, Landa, or some other health care practitioner acting at Landa's direction billed GEICO under CPT code 99204 for an initial examination of an Insured DB, and thereby represented that they had provided a "comprehensive" physical examination to DB. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (vii) On May 16, 2019, Landa Spine and Landa billed GEICO under CPT code 99204 for an initial examination of an Insured AR, and thereby represented that they had provided a "comprehensive" physical examination to AR. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (viii) On June 17, 2020, Landa Spine, Landa, and Hassan billed GEICO under CPT code

99204 for an initial examination of an Insured DT, and thereby represented that they had provided a “comprehensive” physical examination to DT. However, neither Hassan nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.

- (ix) On September 15, 2022, Landa Spine, Landa, or some other health care practitioner acting at Landa’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured DP, and thereby represented that they had provided a “comprehensive” physical examination to DP. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.
- (x) On May 27, 2022, Landa Spine and Landa billed GEICO under CPT code 99204 for an initial examination of an Insured JL, and thereby represented that they had provided a “comprehensive” physical examination to JL. However, neither Landa nor any other health care practitioner associated with Landa Spine documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.

132. These are only representative examples. In the claims for initial examinations under CPT codes 99204 and 99244 that are identified in Exhibit “1”, Landa Spine, Landa, and Hassan routinely falsely represented that they had provided “comprehensive” physical examinations. In fact, they had not provided comprehensive physical examinations because the examining physician had not documented: (i) a general examination of multiple patient organ systems; or (ii) a complete examination of a single patient organ system.

4. Misrepresentations Regarding the Extent of Medical Decision-Making

133. Moreover, pursuant to the NY and NJ Fee Schedules, 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.

134. 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.

135. To the extent that the Insureds in the claims identified in Exhibit "1", 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 Landa Spine's claims for initial examinations identified in Exhibit "1", the initial examinations did not involve the retrieval, review, or analysis of any significant amount of medical records, diagnostic tests, or other information.

138. In fact, when the Insureds in the claims identified in Exhibit "1" presented to Landa Spine for "treatment", Landa Spine, Landa, and Hassan did not review any significant amount of the Insureds' preexisting medical records except, occasionally, basic radiology or electrodiagnostic testing reports.

139. Furthermore, prior to the initial examinations, Landa Spine, Landa, and Hassan did not request any medical records from any other providers, except, occasionally, basic radiology or electrodiagnostic testing reports.

140. Second, in Landa Spine, Landa, and Hassan’s claims for initial examinations identified in Exhibit “1”, there was no risk of significant complications or morbidity – much less mortality – from the Insureds’ relatively minor soft tissue injury complaints.

141. Nor, by extension, was there any risk of significant complications, morbidity, or mortality from the diagnostic procedures or treatment options provided by Landa Spine, Landa, and Hassan to the extent that they provided any such diagnostic procedures or treatment options in the first instance.

142. In almost every instance, any “treatments” that Landa Spine, Landa, and Hassan actually provided were limited to the Fraudulent Services, none of which was health or life threatening if properly performed.

143. Third, in Landa Spine, Landa, and Hassan’s claims for initial examinations identified in Exhibit “1”, Landa Spine, Landa, and Hassan did not consider any significant number of diagnoses or treatment options for the Insureds during the initial examinations.

144. Specifically, in the claims identified in Exhibit “1”, during the initial examinations the Insureds almost never presented with any significant continuing medical problems that legitimately could be traced to an underlying automobile accident.

145. Even so, Landa Spine, Landa, and Hassan prepared initial examination reports in which they provided a predetermined and false series of objectively unverifiable soft tissue injury “diagnoses” to virtually every Insured.

146. Then, based upon these false “diagnoses”, Landa Spine, Landa, and Hassan directed Insureds: (i) to continue to receive medically unnecessary chiropractic, physical therapy, or other conservative treatment modalities, oftentimes despite the fact that the Insureds typically had already received many months of conservative treatment that supposedly had not remediated their

purported symptoms; (ii) to receive medically unwarranted interventional pain management injections; and/or (iii) to undergo surgical procedures from Landa Spine, Landa, and Hassan regardless of their individual circumstances.

147. For example:

- (i) On October 11, 2016, an Insured named JV was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that JV's vehicle was drivable following the accident. While the police report indicated that JV complained of some shoulder pain, when JV presented to Centrastate Medical Center later that day he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that JV experienced any health problems at all as the result of the accident, they were of low or minimal severity. On May 1, 2017, Hassan, at Landa's direction, purported to conduct an initial examination of JV. Hassan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Hassan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Hassan provided JV with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Landa's behalf – provided to virtually every other Insured. Furthermore, neither JV's presenting problems, nor the treatment plan provided to JV by Landa Spine and Hassan, presented any risk of significant complications, morbidity, or mortality. To the contrary, JV did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Landa Spine and Landa consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to JV. Even so, Landa Spine, Landa, and Hassan billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Hassan engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (ii) On July 11, 2017, an Insured named DS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that DS's vehicle was drivable following the accident. The police report further indicated that DS was not injured and did not complain of any pain. Nonetheless, DS self-presented the next day to Robert Wood Johnson hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On July 13, 2017, Landa purported to conduct an initial examination of DS. Landa did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in

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

- (iii) On August 17, 2017, an Insured named BL was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that BL’s vehicle was drivable following the accident. The police report further indicated that BL was not injured and did not complain of any pain. Nonetheless, BL presented Raritan Bay Med Center – nearly two weeks after his purported accident – where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that BL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On April 3, 2018, Hassan, at Landa’s direction, purported to conduct an initial examination of BL. Hassan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Hassan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Hassan provided BL with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Landa’s behalf – provided to virtually every other Insured. Furthermore, neither BL’s presenting problems, nor the treatment plan provided to BL by Landa Spine, Hassan, and Landa, presented any risk of significant complications, morbidity, or mortality. To the contrary, BL did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Landa Spine, Hassan, and Landa consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to BL. Even so, Landa Spine, Hassan, and Landa billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Hassan engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (iv) On May 13, 2019, an Insured named AR was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed,

low-impact collision, and that AR's vehicle was drivable following the accident. The police report further indicated that AR was not injured and did not complain of any pain. Nonetheless, AR self-presented to John F. Kennedy Medical Center later that day where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that AR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On May 16, 2019, Landa purported to conduct an initial examination of AR. Landa did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Landa did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Landa provided AR with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Landa's behalf – provided to virtually every other Insured. Furthermore, neither AR's presenting problems, nor the treatment plan provided to BL by Landa Spine and Landa, presented any risk of significant complications, morbidity, or mortality. To the contrary, AR did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Landa Spine and Landa consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to AR. Even so, Landa Spine and Landa billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Landa engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (v) On December 19, 2019, an Insured named SC was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SC's vehicle was drivable following the accident. The police report further indicated that SC was not injured and did not complain of any pain. In keeping with the fact that SC was not seriously injured, SC did not visit any hospital emergency room following the accident. To the extent that SC experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On April 29, 2020, Hassan, at Landa's direction, purported to conduct an initial examination of SC. Hassan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Hassan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Hassan provided SC with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Landa's behalf – provided to virtually every other Insured. Furthermore, neither SC's presenting problems, nor the treatment plan provided to SC by Landa Spine and Hassan, presented any risk of significant complications, morbidity, or mortality. To the contrary, SC did not need any extensive treatment at all as a result of the accident, and the treatment plan provided

by Landa Spine and Landa consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to SC. Even so, Landa Spine, Landa, and Hassan billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Hassan engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

148. 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.

149. 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.

150. As set forth above, virtually all of the Insureds whom Landa Spine, Landa, and Hassan purported to treat were involved in relatively minor accidents.

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

152. It is even more improbable – to the point of impossibility – that this would occur repeatedly, often with the Insureds presenting at Landa Spine with substantially identical injuries on or about the exact same dates, days, weeks, or even months after their accidents.

153. Even so, and in keeping with the fact that Landa Spine, Landa, and Hassan's putative "diagnoses" were phony, and in keeping with the fact that their putative initial examinations involved no actual medical decision-making at all, Landa Spine, Landa, and Hassan frequently issued substantially identical, phony "diagnoses", on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially identical course of medically unnecessary "treatment" to the Insureds, despite the fact that they were differently situated.

- (i) On April 10, 2016, three Insureds – LD, LD, and MS – were involved in the same automobile accident. Over eight months later, LD, LD, and MS presented – incredibly – on the exact same date, December 21, 2016, to Landa Spine for initial examinations. LD, LD, and MS were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that LD, LD, and MS suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Hassan provided LD, LD, and MS with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for all of them.
- (ii) On May 20, 2018, three Insureds – VO, ES, and CS – were involved in the same automobile accident. Four days later, VO, ES, and CS presented – incredibly – on the exact same date, May 24, 2018, to Landa Spine for initial examinations. VO, ES, and CS were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that VO, ES, and CS suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Landa provided VO, ES, and CS with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for all of them.
- (iii) On October 20, 2020, four Insureds – YG, BM, LM, and CV – were involved in the same automobile accident. Over one month later, YG, BM, LM, and CV presented – incredibly – on the exact same date, November 25, 2020, to Landa Spine for initial examinations. YG, BM, LM, and CV were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that YG, BM, LM, and CV suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Landa and Hassan provided YG, BM, LM, and CV with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for all of them.
- (iv) On June 6, 2020, three Insureds – HK, KK, and KK – were involved in the same automobile accident. Over three weeks later, HK, KK, and KK presented – incredibly – on the exact same date, July 1, 2020, to Landa Spine for initial examinations. HK, KK, and KK were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that HK, KK, and KK suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Hassan provided HK, KK, and KK with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for all of them.
- (v) On July 10, 2020, three Insureds – AP, CP, and VP – were involved in the same automobile accident. Over three weeks later, AP, CP, and VP presented – incredibly – on the exact same date, August 5, 2020, to Landa Spine for initial examinations.

AP, CP, and VP were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AP, CP, and VP suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Landa provided AP, CP, and VP with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for all of them.

- (vi) On December 27, 2021, two Insureds – MO and IS – were involved in the same automobile accident. Over three weeks later, MO and IS presented – incredibly – on the exact same date, January 26, 2022, to Landa Spine for initial examinations. MO and IS were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that MO and IS suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Landa, or somebody acting on his behalf and at his direction, provided MO and IS with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for them both.
- (vii) On January 9, 2022, two Insureds – AH and WW – were involved in the same automobile accident. Over three months later, AH and WW presented – incredibly – on the exact same date, April 28, 2022, to Landa Spine for initial examinations. AH and WW were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AH and WW suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Landa, or somebody acting on his behalf and at his direction, provided AH and WW with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for them both.
- (viii) On March 17, 2022, three Insureds – AR, QW, and QW – were involved in the same automobile accident. Nearly three months later, AR, QW, and QW presented – incredibly – on the exact same date, June 6, 2022, to Landa Spine for initial examinations. AR, QW, and QW were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AR, QW, and QW suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Hassan and Landa provided AR, QW, and QW with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for all of them.
- (ix) On June 17, 2022, two Insureds – NB and VM – were involved in the same automobile accident. Five days later, NB and VM presented – incredibly – on the exact same date, June 22, 2022, to Landa Spine for initial examinations. NB and VM were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that NB and VM suffered any

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

- (x) On August 16, 2022, two Insureds – AK and JK – were involved in the same automobile accident. Over three months later, AK and JK presented – incredibly – on the exact same date, December 1, 2022, to Landa Spine for initial examinations. AK and JK were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AK and JK suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Landa, or some other health care provider acting on his behalf and at his direction, provided AK and JK with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for them both.

154. These are only representative examples. In the claims for initial examinations that are identified in Exhibit “1”, Landa Spine, Landa, and Hassan 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. Landa Spine, Landa, and Hassan 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 Exhibit “1”, Landa Spine, Landa, and Hassan routinely falsely represented that the putative examinations involved medical decision making of moderate complexity in order to provide a false basis to bill for the initial examinations under CPT code 99204, because examinations billable under CPT code 99204 are reimbursable at

a higher rate than examinations or examinations that do not require any complex medical decision-making at all.

E. The Fraudulent Charges for Follow-Up Examinations by Landa Spine, Landa, and Hassan

157. Landa Spine, Landa, and Hassan also 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.

158. As set forth in Exhibit “1”, Landa or Hassan purported to perform the majority of the putative follow-up examinations at Landa Spine, which were then billed to GEICO under CPT code 99214, typically resulting in a charge of between \$250.00 and \$900.00 for each purported follow-up examination.

159. All of Landa Spine, Landa, and Hassan’s billing for their purported follow-up examinations was fraudulent because it misrepresented Landa Spine, Landa, and Hassan’s eligibility to collect PIP Benefits in the first instance.

160. In fact, Landa Spine, Landa, and Hassan 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.

161. Moreover, and as set forth below, Landa Spine, Landa, and Hassan’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.

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

162. For instance, in the claims for follow-up examinations that are identified in Exhibit “1”, Landa Spine, Landa, and Hassan routinely misrepresented the severity of the Insureds’ presenting problems.

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

164. 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.

165. 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)

166. 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.

167. By contrast, 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 low or minimal severity at the outset and improved over time.

168. By the time the Insureds in the claims identified in Exhibit "1" presented to Landa Spine 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.

169. Even so, in the claims for follow-up examinations identified in Exhibit "1", Landa Spine, Landa, and Hassan 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.

170. For example:

- (i) On July 20, 2016, an Insured named DW was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that DW's vehicle was drivable following the accident. The police report further indicated that DW was not seriously injured and did not complain of any pain. In keeping with the fact that DW was not seriously injured, DW did not visit any hospital emergency room following the accident. To the extent

that DW 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 DW by Landa on June 14, 2018 – over 23 months after the accident – Landa and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that DW presented with problems of moderate to high severity.

- (ii) On August 27, 2016, an Insured named SO was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SO's vehicle was drivable following the accident. The police report further indicated that SO was not seriously injured and did not complain of any pain. In keeping with the fact that SO was not seriously injured, SO did not visit any hospital emergency room following the accident. To the extent that SO 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 SO by Hassan on October 2, 2017 – over 13 months after the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that SO presented with problems of moderate to high severity.
- (iii) On September 18, 2016, an Insured named EM was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that EM's vehicle was drivable following the accident. The police report further indicated that EM was not seriously injured and did not complain of any pain. In keeping with the fact that EM was not seriously injured, EM did not visit any hospital emergency room following the accident. To the extent that EM 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 EM by Hassan on April 12, 2017 – nearly seven months after the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that EM presented with problems of moderate to high severity.
- (iv) On September 26, 2017, an Insured named TT was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TT's vehicle was drivable following the accident. The police report further indicated that TT was not seriously injured and did not complain of any pain. In keeping with the fact that TT was not seriously injured, TT did not visit any hospital emergency room following the accident. To the extent that TT 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 TT by Hassan on May 27, 2020 – over 32 months after

the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that EM presented with problems of moderate to high severity.

- (v) On October 9, 2018, an Insured named AH was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AH's vehicle was drivable following the accident. The police report further indicated that AH was not seriously injured and did not complain of any pain. In keeping with the fact that AH was not seriously injured, AH did not visit any hospital emergency room following the accident. To the extent that AH 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 AH by Landa on May 28, 2021 – over 31 months after the accident – Landa and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that AH presented with problems of moderate to high severity.
- (vi) On May 19, 2019, an Insured named MS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MS's vehicle was drivable following the accident. The police report further indicated that while MS did complain of shoulder pain, she did not seek medical attention following the accident and instead drove her vehicle away from the scene. In keeping with the fact that MS was not seriously injured, MS did not visit any hospital emergency room following the accident. To the extent that MS 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 MS by Hassan on August 31, 2020 – over 15 months after the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that MS presented with problems of moderate to high severity.
- (vii) On July 22, 2020, an Insured named FR was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FR's vehicle was drivable following the accident. The police report further indicated that FR was not seriously injured and did not complain of any pain. In keeping with the fact that FR was not seriously injured, FR did not visit any hospital emergency room following the accident. To the extent that FR 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 FR by Hassan on November 29, 2021 – over 16 months after the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that FR presented with problems of moderate to high severity.

- (viii) On August 28, 2020, an Insured named KD was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KD's vehicle was drivable following the accident. The police report further indicated that KD was not seriously injured and did not complain of any pain. In keeping with the fact that KD was not seriously injured, KD did not visit any hospital emergency room following the accident. To the extent that KD 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 KD by Hassan on December 15, 2021 – over 15 months after the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that KD presented with problems of moderate to high severity.
- (ix) On February 5, 2022, an Insured named VM was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that VM's vehicle was drivable following the accident. The police report further indicated that VM was not seriously injured and did not complain of any pain. In keeping with the fact that VM was not seriously injured, VM did not visit any hospital emergency room following the accident. To the extent that VM 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 VM by Hassan on December 19, 2022 – over ten months after the accident – Hassan, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that CK presented with problems of moderate to high severity.
- (x) On April 5, 2022, an Insured named CK was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that CK's vehicle was drivable following the accident. The police report further indicated that CK was not seriously injured and did not complain of any pain. In keeping with the fact that CK was not seriously injured, CK did not visit any hospital emergency room following the accident. To the extent that CK 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 CK by Roghani on September 14, 2022 – over five months after the accident – Roghani, Landa, and Landa Spine billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that CK presented with problems of moderate to high severity.

171. These are only representative examples. In virtually all of the claims for follow-up examinations identified in Exhibit "1", Landa Spine, Landa, and Hassan 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.

172. In the claims for follow-up examinations identified in Exhibit “1”, Landa Spine, Landa, and Hassan 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.

173. In the claims for follow-up examinations identified in Exhibit “1”, Landa Spine, Landa, and Hassan 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 examinations, pain management injections, and/or surgical procedures.

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

174. Moreover, pursuant to the NY and NJ Fee Schedules, when Landa Spine, Landa, and Hassan submitted charges for the follow-up examinations under CPT codes 99214, they represented that they performed at least two of the following three components: (i) took a “detailed” patient history; (ii) conducted a “detailed” physical examination; and (iii) engaged in medical decision-making of “moderate complexity”.

175. In actuality, however, in the claims for follow-up examinations identified in in Exhibit “1”, Landa Spine, Landa, and Hassan did not take any legitimate patient histories, conduct any legitimate physical examinations, or engage in any legitimate medical decision-making at all.

176. Rather, following their purported follow-up examinations, Landa Spine, Landa, and Hassan simply reiterated the false, boilerplate “diagnoses” from the Insureds’ initial examinations and recommended that the Insureds continue to receive additional, medically unnecessary treatment – often from the providers who initially referred the patients to Landa Spine – as well as medically unnecessary pain management injections, and/or surgical procedures.

177. In keeping with the fact that the putative “results” of the follow-up examinations were phony, and were falsified to support continued, medically unnecessary treatments by the Defendants and their referral sources, and to provide a false justification for the medically unnecessary treatments that the Defendants and their referral sources already had purported to provide, Landa Spine, Landa, and Hassan 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.

178. For example:

- (i) On July 20, 2016, an Insured named DW was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that DW’s vehicle was drivable following the accident. The police report further indicated that DW was not seriously injured and did not complain of any pain. In keeping with the fact that DW was not seriously injured, DW did not visit any hospital emergency room following the accident. To the extent that DW 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 DW by Landa on June 14, 2018 – over 23 months after the accident – Landa falsely reported that DW continued to suffer from high levels of pain and

range of motion deficits as the result of the minor accident, and recommended that DW return to Landa Spine for the continued provision of the Fraudulent Services.

- (ii) On August 27, 2016, an Insured named SO was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SO's vehicle was drivable following the accident. The police report further indicated that SO was not seriously injured and did not complain of any pain. In keeping with the fact that SO was not seriously injured, SO did not visit any hospital emergency room following the accident. To the extent that SO 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 SO by Hassan on October 2, 2017 – over 13 months after the accident – Hassan falsely reported that SO continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that SO return to Landa Spine for the continued provision of the Fraudulent Services.
- (iii) On September 18, 2016, an Insured named EM was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that EM's vehicle was drivable following the accident. The police report further indicated that EM was not seriously injured and did not complain of any pain. In keeping with the fact that EM was not seriously injured, EM did not visit any hospital emergency room following the accident. To the extent that EM 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 EM by Hassan on March 8, 2017 – nearly six months after the accident – Hassan falsely reported that EM continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that EM return to Landa Spine for the continued provision of the Fraudulent Services.
- (iv) On September 26, 2017, an Insured named TT was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TT's vehicle was drivable following the accident. The police report further indicated that TT was not seriously injured and did not complain of any pain. In keeping with the fact that TT was not seriously injured, TT did not visit any hospital emergency room following the accident. To the extent that TT 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 TT by Hassan on September 17, 2019 – over 23 months after the accident – Hassan falsely reported that TT continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and

recommended that TT return to Landa Spine for the continued provision of the Fraudulent Services.

- (v) On October 9, 2018, an Insured named AH was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AH's vehicle was drivable following the accident. The police report further indicated that AH was not seriously injured and did not complain of any pain. In keeping with the fact that AH was not seriously injured, AH did not visit any hospital emergency room following the accident. To the extent that AH 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 AH by Landa on October 23, 2020 – over 24 months after the accident – Landa falsely reported that AH continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that AH return to Landa Spine for the continued provision of the Fraudulent Services.
- (vi) On May 19, 2019, an Insured named MS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MS's vehicle was drivable following the accident. The police report further indicated that while MS did complain of shoulder pain, she did not seek medical attention following the accident and instead drove her vehicle away from the scene. In keeping with the fact that MS was not seriously injured, MS did not visit any hospital emergency room following the accident. To the extent that MS 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 MS by Hassan on August 31, 2020 – over 15 months after the accident – Hassan falsely reported that MS continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that MS return to Landa Spine for the continued provision of the Fraudulent Services.
- (vii) On December 19, 2019, an Insured named SC was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SC's vehicle was drivable following the accident. The police report further indicated that SC was not injured and did not complain of any pain. In keeping with the fact that SC was not seriously injured, SC did not visit any hospital emergency room following the accident. To the extent that SC 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 SC by Landa on May 20, 2022 – over 29 months after the accident – Landa falsely reported that SC continued to suffer from high levels of pain and

range of motion deficits as the result of the minor accident, and recommended that SC return to Landa Spine for the continued provision of the Fraudulent Services.

- (viii) On July 22, 2020, an Insured named FR was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FR's vehicle was drivable following the accident. The police report further indicated that FR was not seriously injured and did not complain of any pain. In keeping with the fact that FR was not seriously injured, FR did not visit any hospital emergency room following the accident. To the extent that FR 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 FR by Hassan on November 29, 2021 – over 16 months after the accident – Hassan falsely reported that FR continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that FR return to Landa Spine for the continued provision of the Fraudulent Services.
- (ix) On August 28, 2020, an Insured named KD was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KD's vehicle was drivable following the accident. The police report further indicated that KD was not seriously injured and did not complain of any pain. In keeping with the fact that KD was not seriously injured, KD did not visit any hospital emergency room following the accident. To the extent that KD 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 KD by Hassan on December 15, 2021 – over 15 months after the accident – Hassan falsely reported that KD continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that KD return to Landa Spine for the continued provision of the Fraudulent Services.
- (x) On February 5, 2022, an Insured named VM was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that VM's vehicle was drivable following the accident. The police report further indicated that VM was not seriously injured and did not complain of any pain. In keeping with the fact that VM was not seriously injured, VM did not visit any hospital emergency room following the accident. To the extent that VM 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 VM by Hassan on December 19, 2022 – over ten months after the accident – Hassan falsely reported that VM continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and

recommended that VM return to Landa Spine for the continued provision of the Fraudulent Services.

179. These are only representative examples. In the claims for follow-up examinations identified in Exhibit “1”, Landa Spine, Landa, and Hassan 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.

180. In the claims for follow-up examinations identified in Exhibit “1”, Landa Spine, Landa, and Hassan routinely falsely represented that the Insureds continued to suffer pain and other symptoms as the result of minor soft tissue injuries, long after the underlying accidents occurred, because these phony diagnoses provided a false basis for the laundry list of other Fraudulent Services that the Defendants and their referral sources purported to provide to the Insureds.

F. The Fraudulent Charges for Pain Management Injections by Landa Spine, Landa, and Hassan

181. As set forth in Exhibit “1”, pursuant to the Defendants’ unlawful referral scheme, and based upon the phony, boilerplate “diagnoses” that Landa Spine, Landa, and Hassan provided during their fraudulent examinations, Landa Spine, Landa, and Hassan purported to subject many Insureds to a series of medically unnecessary pain management injections.

182. Hassan purported to personally administer the majority of the pain management injections in the claims identified in Exhibit “1”.

183. 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, were performed pursuant to the Defendants’ unlawful referral scheme, as well as pursuant to the phony, boilerplate “diagnoses” that Landa Spine, Landa, and Hassan

provided to the Insureds at the conclusion of the putative examinations.

184. 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 Landa Spine, Landa, and Hassan’s eligibility to collect PIP Benefits in the first instance.

185. In fact, Landa Spine, Landa, and Hassan 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 governing health care practice in New York and New Jersey.

1. Basic, Legitimate Use of Pain Management Injections

186. 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.

187. 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.

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

2. The Medically Unnecessary Pain Management Injections

189. As set forth above, virtually all of the Insureds in the claims identified in Exhibit “1” were involved in relatively minor accidents.

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

191. By the time the Insureds in the claims identified in Exhibit “1” presented to Landa Spine, Landa, and Hassan for treatment, they either had no presenting problems at all or their presenting problems consisted of minor sprains and strains that were in the process of being resolved through conservative treatment, or without any treatment at all.

192. Even so, in the claims for pain management injections identified in Exhibit “1”, Landa Spine, Landa, and Hassan routinely provided pain management injections to Insureds who did not have any serious symptoms secondary to any automobile accident that legitimately would warrant the injections.

193. For example:

- (i) On April 30, 2016, an Insured named AB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AB’s vehicle was drivable following the accident. The police report further indicated that AB was not injured and did not complain of any pain. In keeping with the fact that AB was not seriously injured, AB did not visit any hospital emergency room following the accident. To the extent that AB 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, Landa Spine, Landa, and Hassan purported to provide AB with medically an unnecessary arthrocentesis joint injection on September 8, 2016. The medically unnecessary injection was administered over four months after AB’s accident, long after any legitimate symptoms AB may have experienced as the result of the accident had resolved.
- (ii) On October 5, 2018, an Insured named DS was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that DS’s vehicle was drivable following the accident. The police report further indicated that DS was not injured and did not complain of any pain. Nonetheless, DS self-presented the next day to Robert Wood Johnson hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DS 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, Landa Spine, Landa, and Hassan purported to provide DS with medically an unnecessary arthrocentesis joint injection on May 2, 2019. The medically unnecessary injection was administered nearly seven months after DS’s accident, long after any legitimate symptoms DS may have experienced as the result of the accident had resolved.

- (iii) On December 30, 2018, an Insured named SR was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SR's vehicle was drivable following the accident. The police report further indicated that SR was not injured and did not complain of any pain. In keeping with the fact that SR was not seriously injured, SR did not visit any hospital emergency room following the accident. To the extent that SR 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, Landa Spine, Landa, and Hassan purported to provide SR with medically an unnecessary arthrocentesis joint injection on May 2, 2019. The medically unnecessary injection was administered over four months after SR's accident, long after any legitimate symptoms SR may have experienced as the result of the accident had resolved.
- (iv) On July 22, 2020, an Insured named FR was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FR's vehicle was drivable following the accident. The police report further indicated that FR was not seriously injured and did not complain of any pain. In keeping with the fact that FR was not seriously injured, FR did not visit any hospital emergency room following the accident. To the extent that FR 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, Landa Spine, Landa, and Hassan purported to provide FR with medically an unnecessary arthrocentesis joint injection on October 18, 2021. The medically unnecessary injection was administered over 14 months after FR's accident, long after any legitimate symptoms SR may have experienced as the result of the accident had resolved.
- (v) On August 28, 2020, an Insured named KD was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KD's vehicle was drivable following the accident. The police report further indicated that KD was not seriously injured and did not complain of any pain. In keeping with the fact that KD was not seriously injured, KD did not visit any hospital emergency room following the accident. To the extent that KD 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, Landa Spine, Landa, and Hassan purported to provide KD with medically an unnecessary arthrocentesis joint injection on December 15, 2021. The medically unnecessary injection was administered over 15 months after KD's accident, long after any legitimate symptoms KD may have experienced as the result of the accident had resolved.

194. These are only representative examples. In the claims for pain management injections identified in Exhibit "1", Landa Spine, Landa, and Hassan routinely purported to provide

medically unnecessary pain management injections to Insureds, despite the fact that the Insureds had not suffered any injuries in their accidents that would warrant the injections.

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

G. The Fraudulent Charges for Surgical Procedures at Landa Spine

196. As part and parcel of the Defendants' fraudulent scheme, Landa Spine, Landa, and Hassan also submitted a large amount of fraudulent billing to GEICO for purported surgical procedures.

197. As set forth in Exhibit "1", these surgical procedures included, among other procedures:

- (i) Spinal arthrodesis procedures, which were typically billed through Landa Spine under CPT codes 22614 or 22633, resulting in charges of between \$15,000.00 and \$100,400.00 per procedure;
- (ii) Arthroscopic shoulder surgical procedures, which were typically billed through Landa Spine under CPT codes 29806, 29807, 29821, 29823, 29824, 29825, 29826, and 29827, resulting in charges of between \$16,260.00 and \$41,000.00 per procedure;
- (iii) Arthroscopic knee surgical procedures, which were typically billed through Landa Spine under CPT code 29874, 29876, and 29879, resulting in charges of between \$18,000.00 and \$19,000.00 per procedure; and
- (iv) Discectomy procedures, which were typically billed through Landa Spine under CPT codes 63030 or 63047, resulting in charges of between \$39,000.00 and \$87,500.00 per procedure.

198. In many of the claims for surgical procedures identified in Exhibit "1", the surgical procedure billing was fraudulent in that it was the product of unlawful referrals between and

among: (i) Landa Spine, Landa, and Hassan; and (ii) Old Bridge Spine, Kazio, N. Bufano, P. Bufano, Cho, and Cho LLC.

199. In particular:

- (i) Old Bridge Spine, Kazio, N. Bufano, P. Bufano, Cho, and Cho LLC would cause Insureds to be referred to Landa Spine, Landa, and Hassan for purported spinal, shoulder, and knee surgical procedures;
- (ii) As unlawful compensation for those referrals, Landa Spine, Landa, and Hassan would permit Old Bridge Spine, Kazio, N. Bufano, P. Bufano, Cho, and Cho LLC to bill for Cho's purported services as "co-surgeon" or "assistant surgeon" on the surgeries, despite the fact that: (a) the surgeries did not legitimately require any "co-surgeon" or "assistant surgeon"; and (b) Cho was completely unqualified, by training and education, to serve as "co-surgeon" on the surgeries;
- (iii) Then, Landa Spine, Landa, and Hassan would bill for the surgeries through Landa Spine and Old Bridge Spine, Kazio, N. Bufano, P. Bufano, Cho, and Cho LLC would submit their own, separate bill for Cho's purported services as "co-surgeon" or "assistant surgeon", despite the fact that Cho was incapable of serving as "co-surgeon" on the surgeries, did not actually serve as "co-surgeon" or "assistant surgeon" on the surgeries, and despite the fact that the surgeries did not require any "co-surgeon" or "assistant surgeon".

200. To be qualified to participate in knee, shoulder, or spinal surgical procedures, a physician typically must – at a minimum – complete a residency in orthopedic surgery or neurosurgery.

201. Both Hassan and Landa are board certified in orthopedic surgery.

202. However, in the claims for surgical procedures that Old Bridge Spine, Kazio, N. Bufano, P. Bufano, Cho, and Cho LLC submitted to GEICO, Old Bridge Spine, Kazio, N. Bufano, P. Bufano, Cho, and Cho LLC listed Cho as either a "co-surgeon", together with Hassan or Landa, or as Hassan or Landa's "assistant surgeon".

203. This is despite the fact that Cho was not qualified by training or education to serve as Hassan or Landa's "co-surgeon" on the surgical procedures.

204. Cho never completed a residency in either orthopedic surgery or neurosurgery.

205. Cho's only legitimate board certification is in anesthesiology. Cho is an anesthesiologist.

206. Cho is not an orthopedic surgeon, a neurosurgeon, or any other type of surgeon.

207. Nothing in Cho's training as an anesthesiologist, and nothing in Cho's post-graduate medical education, qualified him to participate as a surgeon in spinal surgical procedures of any type, whether as a primary surgeon or "co-surgeon".

208. To the extent that Cho actually did have some role in performing the surgical procedures that were billed through Old Bridge Spine or Cho LLC to GEICO, whether as a primary surgeon or "co-surgeon", Cho's participation in the spinal surgical procedures without the appropriate training and education constituted a gross deviation from the standard of care, and rendered the surgical procedures medically unnecessary and non-reimbursable under the No-Fault Laws. See N.Y. Ins. Law § 5102(a); N.J.S.A. 39:6A-2(m).

209. In fact, Cho played no genuine role in performing surgical procedures that were billed through Old Bridge Spine or Cho LLC to GEICO, either as a primary surgeon, "co-surgeon", "assistant surgeon", or otherwise.

210. Even so, as unlawful compensation for the underlying referrals of Insureds from Old Bridge Spine and/or Cho LLC to Landa Spine; Landa Spine, Landa, and Hassan permitted Cho to falsely purport to serve as "co-surgeon" or "assistant surgeon" on the surgeries.

211. Even assuming that Cho was qualified to serve as "co-surgeon" or "assistant surgeon" on the surgeries – and he was not qualified to participate as a "co-surgeon" – there was no medical necessity for Cho to participate in the spinal surgeries that were billed through Landa Spine, Old Bridge Spine, and/or Cho LLC to GEICO. "Co-surgeons" and "assistant surgeons" are

not required to perform the types of spinal surgeries that were billed through Landa Spine, Old Bridge Spine, and Cho LLC to GEICO.

212. For example:

- (i) On April, 29, 2015, Landa Spine and Landa performed a discectomy on an Insured named AB pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine and Landa permitted Cho to falsely purport to serve as “assistant” on the discectomy, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Landa and Landa Spine billed GEICO \$39,000.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$39,000.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$78,000.00 for the procedure.
- (ii) On March 30, 2016, Landa Spine and Landa performed a discectomy on an Insured named PD pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine and Landa permitted Cho to falsely purport to serve as “assistant” on the discectomy, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Landa and Landa Spine billed GEICO \$39,000.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$39,000.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$78,000.00 for the procedure.
- (iii) On October 28, 2016, Landa Spine and Landa performed a discectomy on an Insured named LY pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine and Landa permitted Cho to falsely purport to serve as “assistant” on the discectomy, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Landa and Landa Spine billed GEICO \$39,000.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$39,000.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$78,000.00 for the procedure.
- (iv) On December 21, 2016, Landa Spine and Landa performed a discectomy on an Insured named RO pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine and Landa permitted Cho to falsely purport to serve as “assistant” on the discectomy, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Hassan, Landa, and Landa Spine billed GEICO \$39,000.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$39,000.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$78,000.00 for the procedure.

- (v) On June 15, 2017, Landa Spine, Landa, and Hassan performed arthroscopic knee surgery on an Insured named SB pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine, Landa, and Hassan permitted Cho to falsely purport to serve as “assistant” on the knee surgery, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Hassan, Landa, and Landa Spine billed GEICO \$73,171.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$73,171.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$146,342.00 for the procedure.
- (vi) On August 8, 2017, Landa Spine and Landa performed spinal arthrodesis and a discectomy on an Insured named DS pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine and Landa permitted Cho to falsely purport to serve as “assistant” on the spinal surgery, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Landa and Landa Spine billed GEICO \$234,777.00 for the surgical procedure and Cho and Cho LLC separately billed GEICO \$234,777.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$469,554.00 for the procedure.
- (vii) On January 22, 2018, Landa Spine, Landa, and Hassan performed arthroscopic shoulder surgery on an Insured named AB pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine, Landa, and Hassan permitted Cho to falsely purport to serve as “assistant” on the shoulder surgery, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Hassan, Landa, and Landa Spine billed GEICO \$128,245.00 for the surgical procedure and Cho and Cho LLC separately billed GEICO \$128,245.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$256,490.00 for the procedure.
- (viii) On February 8, 2018, Landa Spine, Landa, and Hassan performed arthroscopic knee surgery on an Insured named NS pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine, Landa, and Hassan permitted Cho to falsely purport to serve as “assistant” on the knee surgery, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Hassan, Landa, and Landa Spine billed GEICO \$56,900.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$56,900.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$113,800.00 for the procedure.
- (ix) On March 5, 2018, Landa Spine, Landa, and Hassan performed arthroscopic shoulder surgery on an Insured named FL pursuant to a referral from Cho and Cho LLC. In exchange for the referral from Cho and Cho LLC, Landa Spine, Landa, and Hassan permitted Cho to falsely purport to serve as “assistant” on the shoulder surgery, despite the fact that no “assistant” was required to perform the surgery,

and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Hassan, Landa, and Landa Spine billed GEICO \$141,405.00 for the surgical procedure and Cho and Cho LLC billed GEICO \$141,405.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$282,810.00 for the procedure.

- (x) On October 29, 2018, Landa Spine, Landa, and Hassan performed arthroscopic shoulder surgery on an Insured named AR pursuant to a referral from Old Bridge Spine, N. Bufano, P. Bufano, Kazio, and Cho. In exchange for the referral from Old Bridge Spine, N. Bufano, P. Bufano, Kazio, and Cho, Landa Spine, Landa, and Hassan permitted Cho to falsely purport to serve as “assistant” on the shoulder surgery, despite the fact that no “assistant” was required to perform the surgery, and Cho did not actually serve as “assistant surgeon” on the surgery. Thereafter, Hassan, Landa, and Landa Spine billed GEICO \$154,500.00 for the surgical procedure and Old Bridge Spine, N. Bufano, P. Bufano, Kazio, and Cho billed GEICO \$154,500.00 for Cho’s phony services as “assistant” on the surgery, for a total charge of \$309,000.00 for the procedure.

H. The Fraudulent and Unlawful Billing for Independent Contractor Services

213. The Defendants’ fraudulent scheme also included the submission of claims to GEICO seeking payment – under New York automobile insurance policies and the New York No-Fault Laws – for services performed by independent contractors, including Roghani.

214. As set forth above, under the New York no-fault insurance laws, healthcare providers are ineligible to bill for or receive payment for healthcare services that are performed by independent contractors – the healthcare services must be performed by the healthcare providers, themselves, or by their employees.

215. Roghani never was employed by Landa Spine – rather, he was an independent contractor.

216. For instance, Landa Spine:

- (i) paid Roghani, either in whole or in part, on a 1099 basis rather than a W-2 basis;
- (ii) did not pay Roghani any fixed salary, and instead paid them based on the number of MRIs they purported to interpret;

- (iii) established an understanding with Roghani that he was an independent contractor, rather than employee;
- (iv) paid no employee benefits to Roghani;
- (v) failed to secure and maintain W-4 or I-9 forms for Roghani;
- (vi) failed to withhold federal, state or city taxes on behalf of Roghani;
- (vii) compelled Roghani to pay for his own malpractice insurance at his own expense;
- (viii) permitted Roghani to set his own schedules and days on which he desired to perform services;
- (ix) permitted Roghani to maintain non-exclusive relationships and perform services on behalf of other, competing healthcare providers; and
- (x) failed to cover Roghani for either unemployment or workers' compensation benefits.

217. By electing to treat Roghani as an independent contractor, Landa Spine realized significant economic benefits – for instance:

- (i) avoiding the obligation to collect and remit income tax as required by 26 U.S.C. § 3102;
- (ii) avoiding payment of the FUTA excise tax required by 26 U.S.C. § 3301 (6.2 percent of all income paid);
- (iii) avoiding payment of the FICA excise tax required by 26 U.S.C. § 3111 (7.65 percent of all income paid);
- (iv) avoiding payment of workers' compensation insurance;
- (v) avoiding the need to secure any malpractice insurance; and
- (i) avoiding claims of agency-based liability arising from work performed by Roghani.

218. Because Roghani was an independent contractor, the Defendants never had any right to bill for or collect PIP Benefits in New York in connection with Roghani's services.

219. Even so, the Defendants routinely billed for the Fraudulent Services in New York, and sought payment under the New York no-fault insurance laws and GEICO's New York PIP

insurance policies, as if the Fraudulent Services had been provided by an actual employee of Landa Spine to make it appear as if the services were eligible for reimbursement.

220. The Defendants' misrepresentations were consciously designed to mislead GEICO into believing that it was obligated to pay for these services, when in fact GEICO was not.

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

221. 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.

222. 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.

223. 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.

224. 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.

225. 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.

226. In addition, with respect to their New York claims, the Defendants knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services often were performed by independent contractors.

227. 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.

228. 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 \$2,500,000.00.

229. 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 Landa Spine
(Declaratory Judgment – 28 U.S.C. §§ 2201 and 2202)

230. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 229 above.

231. There is an actual case in controversy between GEICO and Lana Spine regarding more than \$75,000.00 in unpaid billing for the Fraudulent Services that has been submitted to GEICO through Landa Spine.

232. Landa Spine has no right to receive payment for any pending bills submitted to GEICO because of the fraudulent and unlawful activities described herein.

233. Accordingly, GEICO requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that Landa Spine has no right to receive payment for any pending bills submitted to GEICO.

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

234. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 229 above.

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

236. Landa and Hassan knowingly conducted and/or participated, directly or indirectly, in the conduct of Landa Spine’s affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over two years seeking payments that Landa Spine was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; (vi) in the case of the Defendants’ New York billing, the billed-for services often were provided by an independent contractor, rather than by Landa Spine’s employees; and (vii) neither Landa Spine nor the underlying services were in compliance with applicable law. The fraudulent charges and

corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “1”.

237. Landa Spine’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 Landa and Hassan have operated Landa Spine, inasmuch as Landa Spine is not engaged in a legitimate medical practice, and acts of mail fraud therefore are essential in order for Landa Spine 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 Landa and Hassan continue to submit fraudulent billing to GEICO, and continue to attempt collection on the fraudulent billing submitted through Landa Spine to the present day.

238. Landa Spine 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 Landa Spine in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent No-Fault billing.

239. GEICO has been injured in its business and property by reason of the above–described conduct in that it has paid at least \$2,500,000.00 pursuant to the fraudulent bills submitted through Landa Spine.

240. 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 Landa and Hassan
(Violation of RICO, 18 U.S.C. § 1962(d))

241. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 229 above.

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

243. Landa and Hassan are employed by and/or associated with the Landa Spine enterprise.

244. Landa and Hassan knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Landa Spine 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 Landa Spine was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; (vi) in the case of the Defendants’ New York billing, the billed-for services often were provided by an independent contractor, rather than by Landa Spine’s employees; and (vii) neither Landa Spine nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to

GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “1”. Each such mailing was made in furtherance of the mail fraud scheme.

245. Landa and Hassan 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.

246. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$2,500,000.00 pursuant to the fraudulent bills submitted through Landa Spine.

247. 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 Landa Spine, Landa, and Hassan
(Common Law Fraud)

248. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 229 above.

249. Landa Spine, Landa, and Hassan 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.

250. 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 Landa Spine, Landa, and Hassan were in compliance with all significant laws and regulations governing

health care practice, when in fact they were not; (ii) in every claim identified in Exhibit “1”, the representation that Landa Spine, Landa, and Hassan 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 Landa Spine, Landa, and Hassan, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit “1”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing health care practice, and were eligible for PIP reimbursement, when in fact they were not.

251. Landa Spine, Landa, and Hassan 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 Landa Spine that were not compensable.

252. 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 \$2,500,000.00 pursuant to the fraudulent bills submitted by the Defendants through Landa Spine.

253. Landa Spine, Landa, and Hassan’s extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

254. 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 Landa Spine, Landa, and Hassan
(Unjust Enrichment)

255. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 229 above.

256. As set forth above, Landa Spine, Landa, and Hassan have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

257. When GEICO paid the bills and charges submitted or caused to be submitted by Landa and Hassan through Landa Spine 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.

258. Landa Spine, Landa, and Hassan 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.

259. Landa Spine, Landa, and Hassan's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

260. By reason of the above, Landa Spine, Landa, and Hassan have been unjustly enriched in an amount to be determined at trial, but in no event less than \$2,500,000.00.

JURY DEMAND

261. 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 Landa Spine, a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that Landa Spine has no right to receive payment for any pending bills submitted to GEICO;

B. On the Second Cause of Action against Landa and Hassan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$2,500,000.00 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 Landa and Hassan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$2,500,000.00 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 Landa Spine, Landa, and Hassan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$2,500,000.00, 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 Landa Spine, Landa, and Hassan, more than \$2,500,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper.

Dated: January 3, 2024

RIVKIN RADLER LLP

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