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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

Case No.:

Plaintiffs,

-against-

YANA RYZHAKOVA N.P., NYC FAMILY HEALTH NP P.C., FAMILY HEALTH NP P.C., MODERN STYLE FAMILY HEALTH NP P.C., and JOHN DOE DEFENDANTS "1"-"5,"

Defendants.

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COMPLAINT

Plaintiffs, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company (collectively, "GEICO" or "Plaintiffs"), as and for their Complaint against the Defendants, Yana Ryzhakova N.P., NYC Family Health NP P.C., Family Health NP P.C., Modern Style Family Health NP P.C., and John Doe Defendants "1" through "5" (collectively, the "Defendants"), hereby allege as follows:

1. This action seeks to terminate a fraudulent scheme perpetrated by the Defendants who exploited the New York "No-Fault" insurance system by billing GEICO more than $3.3

million for purportedly providing medically unnecessary, illusory, and otherwise non-reimbursable healthcare services; specifically unproven, experimental computerized motion diagnostic imaging in the form of purported "ligament laxity exams," along with electrodiagnostic testing services (collectively, the "Fraudulent Services"), which were allegedly provided to New York automobile accident victims insured by GEICO ("Insureds") and other New York automobile insurers. As part of the fraudulent scheme, the Defendants engaged in collusive, kickback arrangements to generate patient referrals, maximize billing, and reap large profits without regard to genuine patient care.

2. Defendant Yana Ryzhakova, N.P. ("Ryzhakova") is a nurse practitioner licensed to practice medicine in New York who billed GEICO and other New York automobile insurers for the excessive and medically useless Fraudulent Services through NYC Family Health NP P.C. ("NYC Family Health"), Family Health NP P.C. ("Family Health") and Modern Style Family Health NP P.C. ("Modern Style") (collectively, the "Defendant PCs"), and an unincorporated medical practice using the name Yana Ryzhakova, N.P. (the "Sole Proprietorship Practice"). The Sole Proprietorship Practice and Defendant PCs purport to be legitimate healthcare practices. However, they operate on a transient basis, do not maintain any stand-alone practice, do not have any patients of their own, and do not provide any legitimate or medically necessary healthcare services.

3. Ryzhakova did virtually nothing to attract referrals to the Defendant PCs and Sole Proprietorship Practice. Instead, Ryzhakova conspired with John Doe Defendants "1" through "5" (the "Management Defendants") and loaned her name and nurse practitioner license to them so they could control and operate the Defendant PCs and Sole Proprietorship Practice on a transient basis at a series of "No-Fault" clinics, primarily located in Queens, Brooklyn, and Bronx, where the Defendants used kickback arrangements to access a large volume of patients who were then

subjected to the excessive and medically useless Fraudulent Services billed to GEICO and other New York automobile insurance companies.

4. By this action, GEICO seeks to recover more than $822,000.00 that the Defendants stole from it, along with a declaration that GEICO is not legally obligated to pay reimbursement to the Defendants of more than $1,877,000.00 in pending fraudulent New York No-Fault claims that have been submitted by or on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice because:

(i) the Fraudulent Services were not medically necessary and were provided – to the extent provided at all – pursuant to predetermined fraudulent protocols designed solely to financially enrich Defendants, rather than to treat or otherwise benefit the Insureds;

(ii) NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme;

(iii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; and

(iv) the Fraudulent Services – to the extent provided at all – were provided by independent contractors rather than by employees of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, and, therefore, were not reimbursable.

5. Defendants fall into the following categories:

(i) Defendant Ryzhakova is a nurse practitioner licensed to practice in the State of New York, who purports to own and control NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

(ii) Defendants NYC Family Health, Family Health, and Modern Style are New York professional corporations, through which the Fraudulent Services purportedly were performed, and were billed to New York automobile insurance companies, including GEICO.

(iii) The Management Defendants include John Doe Defendants "1" through "5", who are individuals and/or entities who are not licensed physicians but

who participated in the fraudulent scheme perpetrated against GEICO by, among other things, illegally participating in the ownership of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, dictating the provision of medically unnecessary services by NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, engaging in illegal financial and kickback arrangements to obtain patient referrals, and spearheading the predetermined fraudulent protocols used to maximize profits without regard to genuine patient care.

6. As discussed herein, Defendants, at all relevant times, have known that: (i) the Fraudulent Services were not medically necessary and were provided – to the extent provided at all – pursuant to predetermined fraudulent protocols designed solely to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them; (ii) NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iv) the Fraudulent Services – to the extent provided at all – were provided by independent contractors rather than by employees of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, and, therefore, were not reimbursable.

7. As such, Defendants do not now have – and never had – any right to be compensated for the Fraudulent Services that they billed to GEICO.

8. The charts annexed hereto as Exhibits "1" through "4" set forth a representative sample of the fraudulent claims that have been identified to-date that Defendants submitted, or caused to be submitted, to GEICO.

9. The Defendants' fraudulent scheme began as early as 2020 and has continued uninterrupted through the present day, as NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice continue to bill GEICO and/or seek collection on pending charges for the Fraudulent Services.

10. As a result of Defendants' fraudulent scheme, GEICO has incurred damages of more than $822,000.00.

THE PARTIES

I. Plaintiffs

11. 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.

II. Defendants

12. Defendant Ryzhakova resides in and is a citizen of New York. Ryzhakova became licensed as a nurse practitioner in New York on January 22, 2016, and serves as the nominal owner of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

13. Defendant NYC Family Health is a New York professional corporation incorporated on or about April 29, 2020, with its principal place of business in New York. NYC Family Health purports to be owned and controlled by Ryzhakova.

14. Defendant Family Health is a New York professional corporation incorporated on or about November 3, 2020, with its principal place of business in New York. Family Health purports to be owned and controlled by Ryzhakova.

15. Defendant Modern Style is a New York professional corporation incorporated on or about December 2, 2022, with its principal place of business in New York. Modern Style purports to be owned and controlled by Ryzhakova.

16. The Defendant Sole Proprietorship Practice is an unincorporated medical practice, which purports to be owned and controlled by Ryzhakova.

17. Beginning in or about 2020, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice have been used by Ryzhakova and John Doe Defendants "1" through "5" to submit fraudulent billing to GEICO and other insurers.

18. Upon information and belief, the Management Defendants reside in and are citizens of New York. The Management Defendants are unlicensed, non-professional individuals and entities, presently not identifiable, who knowingly participated in the fraudulent scheme by, among other things, illegally participating in the ownership and control of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, dictating the provision of medically unnecessary services by NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, engaging in illegal financial and kickback arrangements to obtain patient referrals, and spearheading the predetermined fraudulent protocols used to maximize profits without regard to genuine patient care.

JURISDICTION AND VENUE

19. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332(a)(1) because the matter in controversy exceeds the sum or value of $75,000.00, exclusive of interests and costs, and is between citizens of different states.

20. Pursuant to 28 U.S.C. § 1331, this Court also has jurisdiction over claims brought under 18 U.S.C. § 1961 et seq. (the Racketeer Influenced and Corrupt Organizations ["RICO"] Act) because they arise under the laws of the United States. 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.

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

ALLEGATIONS COMMON TO ALL CLAIMS

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

22. GEICO underwrites automobile insurance in New York.

23. New York's No-Fault insurance laws are designed to ensure that injured victims of motor vehicle accidents have an efficient mechanism to pay for and receive the healthcare services that they need. 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.) (collectively referred to as the "No-Fault Laws"), automobile insurers are required to provide Personal Injury Protection Benefits ("No-Fault Benefits") to Insureds.

24. No-Fault Benefits include up to $50,000.00 per Insured for necessary expenses incurred for healthcare goods and services, including physician services, chiropractic services, physical therapy services, and acupuncture services.

25. An Insured can assign his/her right to No-Fault Benefits to healthcare goods and services providers in exchange for those services.

26. Pursuant to a duly executed assignment, a healthcare provider may submit claims directly to an insurance company and receive payment for medically necessary services, using the claim form required by the New York State Department of Insurance (known as "Verification of Treatment by Attending Physician or Other Provider of Health Service" or, more commonly, as

an "NF-3"). In the alternative, a healthcare provider may submit claims using the Health Care Financing Administration insurance claim form (known as an "HCFA-1500" form).

27. Pursuant to the No-Fault Laws, professional corporations are not eligible to bill for or to collect No-Fault Benefits if they fail to meet any New York State or local licensing requirements necessary to provide the underlying services.

28. The implementing regulation adopted by the 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 …. (Emphasis added).

29. In New York, only a licensed healthcare professional may: (i) practice the pertinent healthcare profession; (ii) own or control a professional corporation authorized to operate a professional healthcare practice; (iii) employ or supervise healthcare professionals; and (iv) absent statutory exceptions not applicable in this case, derive economic benefit from professional healthcare services.

30. Unlicensed individuals may not: (i) practice the pertinent healthcare profession; (ii) own or control a professional corporation authorized to operate a professional healthcare practice; (iii) employ or supervise healthcare professionals; or (iv) absent statutory exceptions not applicable in this case, derive economic benefit from professional healthcare services.

31. New York law prohibits licensed healthcare providers from paying or accepting payments (*i.e.*, kickbacks) in exchange for patient referrals. See, e.g., New York Education Law §§ 6509-a; 6530(18); and 6531.

32. Pursuant to Education Law § 6512, § 6530(11), and (19), aiding and abetting an unlicensed person to practice a profession, offering any fee or consideration to a third party for the

referral of a patient, and permitting any person not authorized to practice medicine to share in the fees for professional services is considered a crime and/or professional misconduct.

33. Pursuant to 8 N.Y.C.R.R. § 29.1(b)(3), a licensee is precluded from "directly or indirectly" offering, giving, soliciting, or receiving or agreeing to receive, any fee or other consideration to or from a third party for the referral of a patient or client or in connection with the performance of professional services.

34. Therefore, under the No-Fault Laws, a healthcare provider is not eligible to receive No-Fault Benefits if it is fraudulently licensed, if it pays or receives unlawful kickbacks in exchange for patient referrals, if it permits unlicensed laypersons to control or dictate its treatments, or if it engages in unlawful fee splitting with unlicensed individuals.

35. In State Farm Mut. Auto. Ins. Co. v. Mallela, 4 N.Y.3d 313, 320 (2005), the New York Court of Appeals made clear that: (i) healthcare providers that fail to comply with licensing requirements are ineligible to collect No-Fault Benefits; and (ii) insurers may look beyond a facially valid license to determine whether there was a failure to abide by state and/or local laws. In Andrew Carothers, M.D., P.C. v. Progressive Ins. Co., 33 N.Y.3d 389, 393 (2019), the New York Court of Appeals reiterated that only licensed physicians may practice medicine in New York because of the concern that unlicensed individuals are "not bound by ethical rules that govern the quality of care delivered by a physician to a patient."

36. Pursuant to Education Law § 6513, any person using a professional title which he or she is not authorized to use is guilty of a misdemeanor crime.

37. Pursuant to the No-Fault Laws, only healthcare services providers in possession of a direct assignment of benefits are entitled to bill for and collect No-Fault Benefits. There is both a statutory and regulatory prohibition against payment of No-Fault Benefits to anyone other than the

patient or his/her healthcare 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 ….

38. Accordingly, for a healthcare provider to be eligible to bill for and to collect charges from an insurer for healthcare services pursuant to Insurance Law § 5102(a), it must be the actual provider of the services. Under the No-Fault Laws, a professional corporation is not eligible to bill for services, or to collect for those services from an insurer, where the services were rendered by persons who were not employees of the professional corporation, such as independent contractors.

39. In New York, claims for No-Fault Benefits are governed by the New York Workers' Compensation Fee Schedule (the "Fee Schedule").

40. When a healthcare services provider submits a claim for No-Fault Benefits using the current procedural terminology ("CPT") codes set forth in the Fee Schedule, it represents that: (i) the service described by the specific CPT code that is used was performed in a competent manner in accordance with applicable laws and regulations; (ii) the service described by the specific CPT code that is used was reasonable and medically necessary; and (iii) the service and the attendant fee were not excessive.

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

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

II. The Defendants' Fraudulent Scheme

A. Overview of the Defendants' Fraudulent Scheme

42. Beginning in 2020, and continuing through the present day, Ryzhakova, NYC Family Health, Family Health, Modern Style, the Sole Proprietorship Practice, and the Management Defendants (collectively, the "Defendants"), implemented a complex fraudulent scheme in which NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were used to bill GEICO and other New York automobile insurers millions of dollars for medically unnecessary, illusory, and otherwise non-reimbursable services.

43. The Defendants' scheme focused primarily on providing, or purporting to provide, computerized motion diagnostic imaging studies in the form of purported "ligament laxity exams," to allegedly detect injuries in the spine of automobile accident victims, despite the lack of any credible medical research supporting its use in this context. Nevertheless, the Defendants billed GEICO alone nearly $2.8 million for these unproven, experimental diagnostic exams.

44. The Defendants elected to bill for the Fraudulent Services through four separate entities with unique tax identification numbers – NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice – in order to limit the time period and volume of bills submitted under a single tax identification number, in an attempt to avoid attracting the attention and scrutiny of the insurance industry to the volume of fraudulent billing originating from any one entity.

45. In furtherance of the scheme, Ryzhakova, a nurse practitioner licensed to practice in New York, agreed to serve as the nominal owner of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, lending her name and license to the Management Defendants, who used the Defendant PCs and Sole Proprietorship Practice to illegally reap large profits from professional healthcare services that were provided, to the extent actually provided at

all, pursuant to the dictates of unlicensed laypersons to maximize billing without regard to genuine patient care.

46. In exchange for a designated salary or other form of compensation, Ryzhakova agreed to falsely represent that she controlled her professional license; that she was the sole shareholder, director and officer of the Defendant PCs; and that she was the sole owner in control of the Sole Proprietorship Practice. Ryzhakova did this knowing that the Defendant PCs and Sole Proprietorship Practice would be used to submit fraudulent billing to insurers.

47. Although Ryzhakova is listed as the record owner of the Defendant PCs and her professional license is used as "cover" to allow the Sole Proprietorship Practice to provide healthcare services, Ryzhakova has exercised no genuine ownership or control over the Defendant PCs and Sole Proprietorship Practice, or the profits that were generated from them, as would be expected of the sole owner of a professional practice.

48. At all relevant times, the day-to-day operations, supervisory control, patient referral relationships, and true ownership of the Defendant PCs and Sole Proprietorship Practice rested in the hands of the Management Defendants. In reality, Ryzhakova has been nothing more than a de facto employee of the Management Defendants.

49. The Defendant PCs and Sole Proprietorship Practice, being used solely in furtherance of a fraudulent scheme, provided no legitimate medical services, did not maintain any stand-alone office location, did not operate at any single, fixed practice location, and were not truly owned and controlled by Ryzhakova or any licensed healthcare professional who was "bound by ethical rules that govern the quality of care delivered by a physician to a patient" as required by New York law.

50. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice instead operated on an itinerant basis from various medical clinics, primarily located in

Brooklyn, Queens, and the Bronx, where they received referrals of patients involved in automobile accidents in exchange for payment of kickbacks, which patients were then subjected to the Fraudulent Services as part of a scheme to exploit the New York No-Fault insurance system.

51. Ryzhakova herself was not in control of where NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice operated or at which locations the professional practices rendered, or purported to render, treatment or testing for patients, and she had no control over the types of healthcare services that could actually be provided to patients, as the Defendant PCs and the Sole Proprietorship Practice primarily provided, or purported to provide, the unproven and experimental computerized motion diagnostic imaging studies/ligament laxity exams.

52. The Fraudulent Services billed using the names and tax identification numbers of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not medically necessary and were provided – to the extent provided at all – pursuant to: (i) predetermined fraudulent protocols designed solely to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds; and (ii) the dictates of unlicensed laypersons not permitted by law to render or control the provision of healthcare services.

B. The Illegal Kickbacks and Referral Arrangements at the Clinics

53. Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice did not advertise or market their services to the public, did not have their own patients, and made no legitimate efforts to attract patients on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

54. Ryzhakova herself did virtually nothing that would be expected of the owner of a legitimate medical professional practices to develop their reputation and attract patients.

55. Ryzhakova did not personally examine any patient of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

56. Ryzhakova had no interaction with patients as part of her association with the NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

57. Ryzhakova did not interact or coordinate care with any licensed healthcare provider that purported to be the source of patient referrals to NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

58. Ryzhakova did not supervise or oversee the treatments to patients who allegedly were subjected to services provided by NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

59. Ryzhakova did not train or supervise any of the persons that allegedly provided healthcare services for NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

60. Ryzhakova did not control where NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice operated and allegedly provided treatment and/or testing services.

61. Ryzhakova did not work at any of the itinerant office or clinic locations where NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice allegedly provided treatment and/or testing services.

62. In fact, at all relevant times, Ryzhakova worked in another capacity providing primary care at a separate professional corporation (PRN, P.C.) and having nothing to do with the services performed by NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

63. Instead, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice operated on an itinerant basis from numerous multidisciplinary clinics

located throughout the New York area (the "Clinics") that purported to provide treatment to patients with No-Fault insurance, including, but not limited to, Clinics at the following locations:

- 108 Kenilworth Place, Brooklyn;
- 1611 East New York Avenue, Brooklyn;
- 3041 Avenue U, Brooklyn;
- 3910 Church Avenue, Brooklyn;
- 11 E Hawthorne Avenue, Valley Stream;
- 1655 Richmond Avenue, Staten Island;
- 1251 Ralph Avenue, Brooklyn;
- 607 Westchester Avenue, Bronx;
- 240-19 Jamaica Avenue, Bellerose;
- 1975 Linden Boulevard, Elmont;
- 146 Empire Boulevard, Brooklyn;
- 152-80 Rockaway Boulevard, Brooklyn;
- 2017 Williamsbridge Road, Bronx;
- 1568 Ralph Avenue, Brooklyn;
- 1320 Louis Nine Boulevard, Bronx;
- 243-51 Merrick Boulevard, Rosedale;
- 79-45 Metropolitan Avenue, Flushing;
- 102-28 Jamaica Avenue, Jamaica;
- 60 Belmont Avenue, Brooklyn;
- 717 Southern Boulevard, Bronx;
- 900 East Tremont Avenue, Bronx;
- 1120 Morris Park, Avenue, Bronx;
- 358 Neptune Avenue, Brooklyn; and
- 111-18 Flatlands Avenue, Brooklyn.

64. Though ostensibly organized to provide a range of healthcare services to Insureds at a single location, the Clinics were actually organized to supply "one-stop" shops for No-Fault insurance fraud.

65. Unlicensed laypersons, rather than the healthcare professionals working in the Clinics, created and controlled the patient base at the Clinics, and dictated fraudulent protocols used to maximize profits without regard to actual patient care.

66. The Defendants gained access to the Clinics on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice by paying kickbacks to

unlicensed individuals who own and/or control the Clinics and the patient base, and who control access to the Clinics (the "Clinic Controllers").

67. The kickbacks to the Clinics were disguised as ostensibly legitimate fees to "lease" space or personnel at the Clinics. In fact, these were "pay-to-play" arrangements that caused the Clinics to provide access to Insureds and to refer the Insureds to the Defendants for the Fraudulent Services without regard for the medical necessity of any of the Fraudulent Services.

68. In exchange for these kickbacks from the Defendants, the Clinics automatically referred Insureds to NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice for the medically useless Fraudulent Services without any legitimate referral from a licensed professional and regardless of the Insureds' individual circumstances or presentation.

69. Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice never received a legitimate referral from any healthcare professional for the computerized motion diagnostic imaging/ligament laxity exams and other electrodiagnostic testing services (*i.e.*, the Fraudulent Services).

70. As Ryzhakova did not have any patients of her own at the Clinics, had no control of where NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice operated, and did nothing to generate referrals for healthcare services, the healthcare services that NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice could purport to provide to the patients at the Clinics was limited and controlled by the Clinics, working with the Management Defendants, who were interested only in maximizing profits without regard to genuine patient care.

71. The Clinics provided facilities for NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, as well as a "revolving door" of medical professional

corporations, chiropractic professional corporations, physical therapy professional corporations, and/or a multitude of other purported healthcare providers, all geared towards exploiting New York's No-Fault insurance system.

72. In fact, GEICO received billing from many of the Clinics from an ever-changing number of fraudulent healthcare providers, starting and stopping operations without any purchase or sale of a "practice;" without any legitimate transfer of patient care from one professional to another; and without any legitimate reason for the change in provider name beyond circumventing insurance company investigations and continuing the fraudulent exploitation of New York's No-Fault insurance system.

73. For example:

(i) GEICO has received billing for purported healthcare services rendered at the clinic located at 3910 Church Avenue, Brooklyn, New York, from a "revolving door" of more than 80 purportedly different healthcare provider names, including NYC Family Health and Family Health.

(ii) GEICO has received billing for purported healthcare services rendered at the clinic located at 3041 Avenue U, Brooklyn, New York, from a "revolving door" of more than 75 purportedly different healthcare provider names, including NYC Family Health and Family Health.

(iii) GEICO has received billing for purported healthcare services rendered at the clinic located at 1611 East New York Avenue, Brooklyn, New York, from a "revolving door" of more than 55 purportedly different healthcare provider names, including Family Health.

(iv) GEICO has received billing for purported healthcare services rendered at the clinic located at 1975 Linden Boulevard, Elmont, New York, from a "revolving door" of more than 100 purportedly different healthcare provider names, including NYC Family Health and Modern Style.

(v) GEICO has received billing for purported healthcare services rendered at the clinic located at 1120 Morris Park Avenue, Bronx, New York, from a "revolving door" of more than 80 purportedly different healthcare provider names, including Modern Style.

74. In keeping with the fact that unlicensed laypersons illegally controlled many of the Clinics and the provision of healthcare services, many of the Clinics and the healthcare providers operating therefrom have been subject to insurance company investigations or affirmative fraud litigation.

75. For example, many of the medical providers at the clinic located at 3910 Church Avenue, Brooklyn, New York (the "3910 Church Ave Clinic") were named as defendants in a federal RICO action where GEICO credibly alleged that the location was owned and controlled by laypersons and the medical providers performed medically unnecessary services based on the improper financial relationships among the defendants and laypersons. See Government Employees Insurance Co., et al., v. East Flatbush Medical, P.C., et al., 20-CV-1695 (MKB)(PK). In fact, in East Flatbush, a physician who worked at the 3910 Church Ave Clinic stated under oath that he ended his involvement with this Clinic because of, among other things: (i) his concern about the manner in which patients were brought to the Clinic; (ii) the use of his signature stamp without his consent; and (iv) the submission of billing for services through his personal tax identification number without his consent. This physician further stated that a stamped signature was used to issue referrals and prescriptions that he did not authorize.

76. Similarly, a Nurse Practitioner who worked at the Clinic located at 1975 Linden Boulevard, Elmont stated under oath that she resigned from the Clinic after discovering that her name, license, and tax identification number were being used to bill for services that she never performed, authorized, or supervised; that she was constantly put under pressure to issue certain prescriptions and referrals for various healthcare goods and/or services regardless of whether the patient's condition warranted the prescription or referral; and that a stamped, forged and/or unauthorized copy of her signature was used to issue referrals for healthcare services without her knowledge or consent.

77. Further, a licensed physician who worked at, among other locations, the Clinic located at 3041 Avenue U, Brooklyn, New York, stated under oath that certain medical reports submitted under his name were altered without his knowledge and consent, and his signature was forged on prescription forms that he had used while at the 3041 Avenue U Clinic.

78. The Defendants, in order to obtain access to the Clinics' patient base (*i.e.*, Insureds) for Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, entered into illegal financial arrangements with unlicensed persons, who "brokered" or "controlled" patients that were treated, or who purported to be treated, at the Clinics.

79. The Clinics willingly provided access to Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice in exchange for kickbacks because the Clinics were facilities that sought to profit from the excessive "treatment" of individuals covered by No-Fault insurance and, therefore, catered to high volumes of Insureds at the locations.

80. The financial arrangements into which the Defendants entered included the payment of fees ostensibly to "rent" space or personnel from the Clinics or fees for ostensibly legitimate services.

81. However, the financial arrangements into which the Defendants entered were actually "pay-to-play" arrangements that caused unlicensed laypersons to steer Insureds to Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice for medically unnecessary services at the Clinics.

82. In keeping with the fact that the payments made by the Defendants were in actuality kickbacks in exchange for patient referrals, Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice provided no legitimate or necessary services that warranted other providers at the Clinics to bring in NYC Family Health, Family Health,

Modern Style, and the Sole Proprietorship Practice to the Clinics to examine or treat the patients, or to provide the Fraudulent Services.

83. The Defendants made the various kickback payments in exchange for having Insureds referred to Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice for the medically unnecessary Fraudulent Services at the Clinics, regardless of the individual's symptoms, presentment, and actual need for additional treatment.

84. The unlawful kickback and referral arrangements were essential to the success of the Defendants' fraudulent scheme. The Defendants derived significant financial benefit from the relationships with the Clinics and Clinic Controllers, because without access to the Insureds, the Defendants would not have had the ability to execute the fraudulent treatment and billing protocol and bill GEICO and other insurers.

85. The Defendants at all times knew that the kickback and referral arrangements were illegal and, therefore, took affirmative steps to conceal the existence of the fraudulent referral scheme.

C. The Fraudulent Charges for Ligament Laxity Exams at NYC Family Health, Family Health, and Modern Style

86. Regardless of the nature of the accidents or the actual medical needs of the Insureds, the Defendants implemented a scheme whereby Ryzhakova, NYC Family Health, Family Health, and Modern Style purported to subject virtually every Insured to a predetermined fraudulent treatment protocol without regard for the Insureds' individual symptoms or presentment.

87. In a legitimate clinical setting, when an individual injured in a motor vehicle accident seeks treatment by a healthcare services provider, the patient's subjective complaints would be evaluated, an objective examination would be performed, and the treating provider would

direct a specific course of testing and treatment based upon the patients' individual history and examination.

88. Here, by contrast, the Defendants typically rendered (or allegedly rendered) the exact same set of Fraudulent Services on virtually every Insured – almost exclusively computerized motion diagnostic imaging studies in the form of purported "ligament laxity exams" of the Insureds' spines ("CMDI/Ligament Laxity Exams") – regardless of each Insured's individual history and examination findings, because the Defendants' objective was to maximize the billable charges and not to treat or otherwise benefit the Insureds.

89. Notably, the American Medical Association, which publishes the widely accepted Current Procedural Terminology ("CPT") codes used to report medical services and procedures under public and private health insurance programs, offers no code for reporting CMDI/Ligament Laxity Exams.

90. The Defendants nevertheless billed the CMDI/Ligament Laxity Exams, as set forth in Exhibits "1"-"3", using CPT code 76499 to purportedly report on a diagnostic radiographic procedure "that has no specific code," each time billing $500.00 for each purported round of tests.

91. MRIs, x-rays, and CT scans are well established diagnostic radiographic procedures used to evaluate spinal pathologies, with well-established CPT codes.

92. In contrast, a CMDI/Ligament Laxity Exam, as described by the Defendants, purports to use a digitized x-ray to detect injuries to ligamentous structures in the spine. This exam is widely considered to be an experimental and investigational method for diagnosing vertebral injuries of the spine and neck, and there is a lack of medical research to support CMDI/Ligament Laxity Exam's usefulness in improving clinical outcomes.

93. There also is a dearth of quality scientific evidence to support the use of CMDI/Ligament Laxity Exams to diagnose soft tissue injuries in patients involved in automobile accidents.

94. In fact, major commercial insurers do not provide coverage for CMDI/Ligament Laxity Exams. For example, Aetna has issued a policy bulletin that specifically states that "computerized motion diagnostic imaging for evaluation of the spine or any other indications" is considered "experimental and investigational because the effectiveness of these approaches have not been established."

95. As part of the Defendants' fraudulent scheme, virtually every Insured purportedly received CMDI/Ligament Laxity Exams, including x-rays of the cervical and lumbar spines as well as ligament laxity exams of the cervical and lumbar spines.

96. The Defendants, through Ryzhakova, NYC Family Health, Family Health, and Modern Style, typically submitted three separate bills for each patient: a bill for "Ligament Laxity Exam Cervical," a bill for "Ligament Laxity Exam Lumbar," and a bill for supplies and cervical and lumbar x-rays.

97. The Defendants virtually always submitted identical charges of $500 through the Defendant PCs per Insured for each cervical and lumbar ligament laxity exam, totaling $1,000 as follows:

15 Report of services rendered

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Fee Schedule Treatment Code	Modifier	Charges
06/18/2021	4226A Thirth Avenue Bronx, NY 10457	Ligament Laxity Exam Cervical	76499	22	$ 500.00

TOTAL CHARGES TO DATE $ 500.00

15. Report of services rendered					
Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Fee Schedule Treatment Code	Modifier	Charges
06/21/2021	4226A Thirth Avenue Bronx, NY 10457	Ligament Laxity Exam Lumbar	76499	22	$ 500.00
		TOTAL CHARGES TO DATE	$ 500.00		

98. Moreover, the Defendants virtually always submitted identical charges through the Defendant totaling $211.99 per Insured for the spinal x-rays, including cervical and lumbar, as follows:

15. Report of services rendered					
Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Fee Schedule Treatment Code	Modifier	Charges
06/10/2021	4226A Thirth Avenue Bronx, NY 10457	Supplies, Equipment and Staff time during the Public Health Emergency	99072		$ 50.00
06/10/2021	0	Radiologic examination, spine; Lumbosacral, 2/3 views	72100		$ 77.27
06/10/2021	0	Radiologic examination, spine; Cervical, 2/3 views	72040		$ 84.72
		TOTAL CHARGES TO DATE	$ 211.99		

99. No legitimate physician or other licensed healthcare provider providing genuine patient care would permit the fraudulent testing and billing protocol for the Fraudulent Services to proceed under his or her auspices. Rather, the Defendants orchestrated the fraudulent testing and billing protocol, focused on unproven, experimental CMDI/Ligament Laxity Exams, solely to create a "billing opportunity" as part of a scheme to exploit the New York No-Fault insurance system.

100. Ryzhakova's "practices" purported to perform virtually all of the ligament laxity exams at the same clinic locations where the Insureds purportedly received spinal x-rays, despite the fact that (i) the ligament laxity exams were allegedly performed typically 7 to 20 days after the putative spinal x-rays and (ii) Ryzhakova did not work at any of the itinerant service locations or personally examine or interact with any patient.

101. The charges for the putative CMDI/Ligament Laxity Exams, using a CPT code for

radiographic procedures without an established code, were fraudulent because they were the product of the dictates of unlicensed laypersons, were billed under Ryzhakova's license despite her lack of involvement in patient care, and were medically unnecessary and were provided – to the extent they were provided at all – pursuant to a predetermined fraudulent treatment and billing protocol, and not to treat or otherwise benefit the Insureds who were subjected to it.

102. Even assuming that there is some diagnostic value for the CMDI/Ligament Laxity Exams (and there is not), in the context of patients involved in automobile accidents, the CMDI/Ligament Laxity Exams rendered by Defendants was superfluous, unnecessary and duplicative of the MRIs that the Insureds received or were referred to receive and that provided far more specific, sensitive, and reliable diagnostic information than the CMDI/Ligament Laxity Exams that the Defendants purported to provide.

103. Moreover, and in keeping with the fact that the CMDI/Ligament Laxity Exams were medically unnecessary, the purported referring providers never incorporated the results of the putative CMDI/Ligament Laxity Exams into the supposed treatment plan they provided Insureds.

104. Instead, following the putative CMDI/Ligament Laxity Exams, the referring providers routinely directed the Insureds identified in Exhibits "1"-"3" to continue to receive a virtually identical course of treatment as had been recommended for the Insureds prior to the supposed CMDI/Ligament Laxity Exams.

105. For example:

(i) On August 10, 2022, an Insured named CS was involved in an automobile accident. Thereafter, on August 30, 2022, CS presented to Jordan Fersel MD PC ("Fersel MD PC") for an initial examination by Jordan Fersel, M.D. ("Dr. Fersel"). At the conclusion of the putative initial examination, Dr. Fersel provided CS with substantially the same assessment that he provided to virtually every Insured and recommended that CS begin substantially the same "plan" of putative treatment that he recommended to virtually every other Insured. Based on a purported referral

from Dr. Fersel, CS presented to NYC Family Health on September 22, 2022, for x-rays. Then, on October 11, 2022, and October 13, 2022, Ryzhakova purported to provide CS with putative ligament laxity exams of CS's cervical and lumbar spine at NYC Family Health. However – and in keeping with the fact that the putative ligament laxity exams were medically unnecessary – the "results" of the putative ligament laxity exams were never incorporated into CS's supposed "treatment" plan, and CS thereafter received substantially the same treatment as had been recommended to him prior to the ligament laxity exams being provided. Further, the pre-printed referral form does not indicate what x-rays were requested by Dr. Fersel, nor is the referral form dated. CS also had MRIs conducted on his cervical and lumbar spine on September 23, 2022, and October 24, 2022, respectively.

(ii) On August 10, 2022, an Insured named LB was involved in an automobile accident. Thereafter, on August 30, 2022, LB presented to Fersel MD PC for an initial examination by Dr. Fersel. At the conclusion of the putative initial examination, Dr. Fersel provided LB with substantially the same assessment that he provided to virtually every Insured and recommended that LB begin substantially the same "plan" of putative treatment that he recommended to virtually every other Insured. Based on a purported referral from Dr. Fersel, LB presented to NYC Family Health on September 22, 2022, for x-rays. Then, on October 11, 2022, and October 13, 2022, Ryzhakova purported to provide LB with putative ligament laxity exams of LB's cervical and lumbar spine at NYC Family Health. However – and in keeping with the fact that the putative ligament laxity exams were medically unnecessary – the "results" of the putative ligament laxity exams were never incorporated into LB's supposed "treatment" plan, and LB thereafter received substantially the same treatment as had been recommended to him prior to the ligament laxity exams being provided. Further, the pre-printed referral form does not indicate what x-rays were requested by Dr. Fersel, nor is the referral form dated. LB also had an MRI conducted on his lumbar spine on October 24, 2022, which was 11 days after the putative ligament laxity exams.

(iii) On January 13, 2023, an Insured named SB was involved in an automobile accident. Thereafter, on January 18, 2023, SB presented to Naturalife Chiropractic PC ("Naturalife") for an initial examination by Roman Aulov, D.C. ("Dr. Aulov"). At the conclusion of the putative initial examination, Dr. Aulov provided SB with substantially the assessment that he provided to virtually every Insured and recommended that SB begin substantially the same course of putative "treatment" that he recommended to virtually every other Insured. Based on a purported referral from Dr. Aulov, SB presented to Modern Style on January 19, 2023, for x-rays. Then, on February 7, 2023, and February 9, 2023, Ryzhakova purported to perform the putative ligament laxity exams of SB's cervical and lumbar spine at Modern Style. However – and in keeping with the fact that the putative ligament laxity exams were medically unnecessary – the "results" of the putative ligament laxity exams were never incorporated into SB's supposed "treatment" plan, and SB thereafter received substantially the same treatment as had been recommended to him prior to the ligament laxity exams being provided. SB also had MRIs

conducted on his cervical and lumbar spine on February 1, 2023, which was 6 to 8 days before the putative ligament laxity exams.

(iv) On January 24, 2023, an Insured named JM was involved in an automobile accident. Thereafter, on January 30, 2023, JM presented to Atlantic Medical & Diagnostic, P.C. ("Atlantic Medical") for an initial examination by Ajin Mathew, P.A. ("PA Mathew"). At the conclusion of the putative initial examination, PA Mathew provided JM with substantially the "diagnosis" that he provided to virtually every Insured and recommended that JM begin substantially the same plan of putative treatment that he recommended to virtually every other Insured. Based on a purported referral from PA Mathew, JM presented to Modern Style on February 22, 2023, for x-rays. Then, on March 7 and March 9, 2023, Ryzhakova purported to provide JM with putative ligament laxity exams of JM's cervical and lumbar spine at Modern Style. However – and in keeping with the fact that the putative ligament laxity exams were medically unnecessary – the "results" of the putative ligament laxity exams were never incorporated into JM's supposed "treatment" plan, and JM thereafter received substantially the same treatment as had been recommended to her prior to the ligament laxity exams being provided. Further, the pre-printed referral form was not dated by PA Mathew. JM also had an MRI conducted on her cervical spine on April 1, 2023.

(v) On August 17, 2021, an Insured named MF was involved in an automobile accident. Thereafter, on August 18, 2021, MF presented to Mano Chiropractic, P.C. ("Mano PC") for an initial examination by Robert Rook, D.C. ("Dr. Rook"). At the conclusion of the putative initial examination, Dr. Rook provided MF with substantially the same "diagnoses" that he provided to virtually every Insured and recommended that MF begin substantially the same course of putative "treatment" that he recommended to virtually every other Insured. Based on a purported referral from Dr. Rook, MF presented to Family Health on August 24, 2021, for x-rays. Then, on September 7 and September 9, 2021, Ryzhakova purported to provide MF with putative ligament laxity exams of MF's cervical and lumbar spine at Family Health. However – and in keeping with the fact that the putative ligament laxity exams were medically unnecessary – the "results" of the putative ligament laxity exams were never incorporated into MF's supposed "treatment" plan, and MF thereafter received substantially the same treatment as had been recommended to her prior to the ligament laxity exams being provided. MF also had an MRI conducted on her lumbar spine on December 10, 2021.

106. These are only representative examples. In the claims identified in Exhibits "1"-"3" the Defendants routinely misrepresented the medical necessity of the CMDI.

107. In fact, the CMDI/Ligament Laxity Exams were never medically necessary, as the purported referring providers never incorporated the results of the putative testing into the diagnosis or treatment of the Insureds who presented to Ryzhakova and Defendants PCs.

108. Furthermore, as discussed above, the charges for CMDI/Ligament Laxity Exams were fraudulent in that they misrepresented the Defendants' eligibility to collect No-Fault Benefits in the first instance because, inter alia, the CMDI/Ligament Laxity Exams were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements.

D. The Fraudulent Charges for Electrodiagnostic Testing by the Sole Proprietorship Practice

109. While the vast majority of billing by the Defendants using the Defendant PCs was for CMDI/Ligament Laxity Exams, the Defendants used the Sole Proprietorship Practice to bill for a series of medically unnecessary nerve conduction velocity ("NCV") tests and electromyography ("EMG") tests (collectively the "electrodiagnostic" or "EDX" tests).

110. Based upon the fraudulent, predetermined findings during consultations, Ryzhakova's Sole Proprietorship Practice subjected virtually every Insured to the EDX tests – even though Ryzhakova exercised no ownership or control over that "practice."

111. In keeping with the fact that Ryzhakova exercised no ownership and control over the Sole Proprietorship Practice, virtually all billing submitted to GEICO on behalf of the Sole Proprietorship Practice includes Ryzhakova's nursing license number, and not her nurse practitioner's license number, on the NF-3 Forms. Defendants' use of Ryzhakova's nursing license under the Sole Proprietorship Practice's billing demonstrates Defendants' attempt to evade detection for fraudulent billing by using different professional license numbers across multiple billing submissions.

112. As set forth in Exhibit "4", the Sole Proprietorship Practice billed the EDX tests to GEICO primarily under CPT codes 95886, 95910, 95911, 95912, and 95913, along with charges under CPT 99203.

113. The charges for the EDX tests were fraudulent in that they were medically unnecessary and performed without regard for genuine patient care.

114. The charges for EDX tests also were fraudulent in that they misrepresented the Sole Proprietorship Practice's eligibility to collect No-Fault Benefits in the first instance, because they were performed – to the extent they were performed at all – pursuant to the dictates of unlicensed laypersons and illegal referrals from the Clinics.

115. In keeping with the fact that the EDX tests were medically unnecessary and performed pursuant to the illegal financial and kickback arrangements, the Defendants virtually always performed the EDX tests on the same day as the initial consultations, suggesting that it was pre-ordained that the examination or consultation would result in "findings" that lead to the EDX testing by the Defendants.

116. For example, on September 3, 2022, an Insured named JS was allegedly involved in a motor vehicle accident. On October 18, 2022, JS underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, JS received EDX testing, which was purportedly provided by Yana Ryzhakova NP.

117. Similarly, on June 16, 2023, an Insured named SK was allegedly involved in a motor vehicle accident. On July 26, 2023, SK underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, SK received EDX testing, which was purportedly provided by Tanya Zarkhina NP.

118. Similarly, on February 7, 2023, an Insured named BG was allegedly involved in a motor vehicle accident. On May 10, 2023, BG underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, BG received EDX testing, which was purportedly provided by Yana Ryzhakova NP.

119. Similarly, on February 22, 2023, an Insured named SR was allegedly involved in a motor vehicle accident. On July 26, 2023, SR underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, SR received EDX testing, which was purportedly provided by Tanya Zarkhina NP.

120. Similarly, on November 9, 2022, an Insured named KL was allegedly involved in a motor vehicle accident. On March 1, 2023, KL underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, KL received EDX testing, which was purportedly provided by Yana Ryzhakova NP.

121. Similarly, on March 14, 2023, an Insured named JD was allegedly involved in a motor vehicle accident. On April 12, 2023, JD underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, JD received EDX testing, which was purportedly provided by Yana Ryzhakova NP.

122. Similarly, on July 2, 2023, an Insured named KA was allegedly involved in a motor vehicle accident. On August 1, 2023, KA underwent an initial consultation with the Sole Proprietorship Practice at a Clinic located at 1329 East 17th Street, Brooklyn, New York. On that same day, KA received EDX testing, which was purportedly provided by Yana Ryzhakova NP.

123. These are only representative examples. In the claims that are identified in Exhibit "4", the Defendants virtually always performed the EDX tests on the same day as the initial consultations.

124. Attempting to evade detection of fraudulent billing and to extract the maximum billing out of each Insured who supposedly received EDX tests, the Sole Proprietorship Practice submitted separate billing for multiple and unnecessary EDX tests purportedly performed on the same date of service.

125. For example:

(i) On March 23, 2023, TM purportedly sought treatment at the Sole Proprietorship Practice located at 1329 East 17th Street, Brooklyn. TM received EMG testing on both her left and right upper and lower extremities, as well as NCV testing on 8 motor nerves, 14 sensory nerves, and 8 F Wave studies. GEICO received two separate bills on behalf of TM, each dated April 26, 2023. One bill includes EMG testing for the left and right lower extremities and NCV testing of 7-8 studies. The second bill includes EMG testing for the left and right upper extremities and NCV testing of 11-12 studies.

(ii) Similarly, on April 5, 2023, KC purportedly sought treatment at the Sole Proprietorship Practice located at 1329 East 17th Street, Brooklyn. KC received EMG testing on both her left and right upper and lower extremities, as well as NCV testing on 8 motor nerves, 14 sensory nerves, and 8 F Wave studies. GEICO received two separate bills on behalf of KC, each dated May 11, 2023. One bill includes EMG testing for the left and right lower extremities and NCV testing of 7-8 studies. The second bill includes EMG testing for the left and right upper extremities and NCV testing of 11-12 studies.

(iii) Similarly, on April 12, 2023, JD purportedly sought treatment at the Sole Proprietorship Practice located at 1329 East 17th Street, Brooklyn. JD received EMG testing on both his left and right upper and lower extremities, as well as NCV testing on 8 motor nerves, 14 sensory nerves, and 8 F Wave studies. GEICO received two separate bills on behalf of JD, each dated May 11, 2023. One bill includes EMG testing for the left and right lower extremities and NCV testing of 7-8 studies. The second bill includes EMG testing for the left and right upper extremities and NCV testing of 11-12 studies.

126. A proper neurological history and examination followed by thoroughly conducted EDX tests as billed by the Defendants would require the Defendants to spend at least two hours with each patient. The fact that each of the patients purportedly subjected to the fraudulent EDX testing set aside two hours to receive a neurological examination and EDX tests indicates that: (i) the patients knew in advance that they were to receive the EDX tests and that the examination was "preordained" to result in "findings" that led to the EDX tests; or (ii) the Fraudulent Services were not actually performed as billed.

127. In keeping with the fact that the EDX tests were preordained and rendered without regard to genuine patient care – to the extent even performed in the first place – the Defendants

routinely submitted EDX reports that repeatedly contained blanks where the name of the referring physician was supposed to be provided.

128. Further, in keeping with the fact that EDX tests were submitted as a billing opportunity, the majority of EDX reports submitted to GEICO for billing have no physician signature, or worse, no physician name appearing anywhere on the reports. The administering physician's name is omitted from virtually all initial consultation reports, and the results reports frequently omit the administering physician's name and/or signature. In some instances, the administering physician's name does not appear at all on the initial consultation or results reports.

(a) The Human Nervous System and Electrodiagnostic Testing

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

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

131. The segments of nerves closest to the spine and through which impulses travel between the peripheral nerves and the spinal cord are called the nerve roots. A "pinched" nerve

root is called a radiculopathy, and can cause various symptoms and signs, including pain, altered sensation, altered reflexes and loss of muscle control.

132. EMG and NCV tests are forms of electrodiagnostic tests, and purportedly were provided by the Defendants because they were medically necessary to determine whether the Insureds had radiculopathies.

133. The American Association of Neuromuscular and Electrodiagnostic Medicine ("AANEM"), which consists of thousands of neurologists and physiatrists and is dedicated solely to the scientific advancement of neuromuscular medicine, has adopted a recommended policy (the "Recommended Policy") regarding the optimal use of electrodiagnostic medicine in the diagnosis of various forms of neuropathies, including radiculopathies. *See* AANEM, Recommended Policy, https://www.aanem.org/docs/default-source/documents/aanem/practice/recommended-policy-edx-medicine-062810 (last visited April 2, 2024).

134. The Recommended Policy accurately reflects the demonstrated utility of various forms of electrodiagnostic tests and has been endorsed by two other premier professional medical organizations, the American Academy of Neurology and the American Academy of Physical Medicine and Rehabilitation.

135. According to the Recommended Policy, "EDX studies are performed by physicians, *almost exclusively neurologist[s] and physiatrists*, as part of an EDX evaluation. The AANEM believes that nonphysician providers, including physical therapists, chiropractors[,] physician assistants, and others, *lack the appropriate training and knowledge to perform and interpret EMG studies and interpret [NCVs]*." *See* Recommended Policy at 2 (emphasis added).

(b) <u>The Fraudulent NCV Tests by the Sole Proprietorship Practice</u>

136. NCV tests are non-invasive tests in which peripheral nerves in the arms and legs are stimulated with an electrical impulse to cause the nerve to depolarize. The depolarization (or

"firing") of the nerve is transmitted, measured, and recorded with electrodes attached to the surface of the skin. An EMG/NCV machine then documents the timing of the nerve response (the "latency"), the magnitude of the response (the "amplitude"), and the speed at which the nerve conducts the impulse over a measured distance from one stimulus location to another (the "conduction velocity").

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

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

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

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

141. In an attempt to extract the maximum billing out of each Insured who supposedly received NCV tests, the Defendants often purported to test far more nerves than recommended by the Recommended Policy.

142. Specifically, to maximize the fraudulent charges that they could submit to GEICO and other insurers, the Sole Proprietorship Practice routinely purported to perform and/or provide: (i) NCV tests of four to eight motor nerves; (ii) NCV tests of six to eighteen sensory nerves; and (iii) four to eight F-wave studies.

143. The Defendants purported to provide and/or perform NCVs on more nerves than recommended by the Recommended Policy to maximize the fraudulent charges that they could submit to GEICO and other insurers, not because the NCVs were medically necessary to determine whether the Insureds had radiculopathies.

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

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

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

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

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

148. The Defendants did not tailor the NCVs they purported to perform and/or provide to the unique circumstances of each individual Insured.

149. Instead, the Defendants applied a fraudulent "protocol" and purported to perform and/or provide NCVs on the same peripheral nerves and nerve fibers in virtually all of the claims identified in Exhibit "4".

150. Specifically, in virtually every claim for NCV testing identified in Exhibit "4", the Sole Proprietorship Practice purported to test some combination of the following peripheral nerves and nerve fibers – and in many cases, all of them – in each Insured to whom they purported to provide NCV tests:

(i) left and right median motor nerves;

(ii) left and right peroneal motor nerves;

(iii) left and right ulnar motor nerves;

(iv) left and right tibial motor nerves;

(v) left and right median sensory nerves;

(vi) left and right radial sensory nerves;

(vii) left and right ulnar sensory nerves;

(viii) left and right saphenous sensory nerves;

(ix) left and right superficial peroneal sensory nerves;

(x) left and right sural sensory nerves; and

(xi) dcbun/dorsal cutaneous branch of the ulnar nerve

151. The Defendants purported to test these identical peripheral nerves and nerve fibers in many of the NCV claims identified in Exhibit "4", despite the fact that the Insureds were differently situated, because their objective was to charge for as many NCV tests as possible, and not to treat or otherwise benefit the Insureds.

152. The cookie-cutter approach to the NCVs that the Defendants purported to provide to Insureds clearly was not based on medical necessity. Instead, the cookie-cutter approach to the

NCVs was designed solely to maximize the charges that the Defendants could submit to GEICO and other insurers under the Sole Proprietorship Practice, and to maximize their ill-gotten profits.

153. Moreover, reports submitted to GEICO by the Sole Proprietorship Practice for billing, along with initial and follow up examination reports, suggest that Ryzhakova is self-referring patients to the Sole Proprietorship Practice for EDX testing.

154. The NCV testing reports submitted on behalf of the Sole Proprietorship Practice do not list a referring physician, and none of the examination reports submitted to GEICO mention patient referrals for NVC testing.

155. In keeping with the fact that the purported NCV tests were medically useless, the putative "results" of the Defendants' NCV tests were not incorporated into any Insured's treatment plan, and they played no genuine role in the treatment or care of the Insureds.

(c) The Fraudulent EMG Tests by the Sole Proprietorship Practice

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

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

158. Even so, the Defendants did not tailor the EMG studies they purported to perform to the unique circumstances of each patient. Instead, they routinely purported to test the same muscles in the same limbs over and over again, without regard for individual patients' presentation.

159. Further, even if there were any need for any of these EMG studies, the nature and number of the EMGs that the Defendants purported to provide and/or perform often grossly exceeded the maximum number of such tests (*i.e.*, EMGs of two limbs) that should have been necessary in at least 90 percent of all patients with a suspected diagnosis of radiculopathy.

160. Nevertheless, the Defendants routinely purported to provide and/or perform EMG studies on all four limbs – two EMGs for the "upper" limbs and two EMGs for the "lower" limbs – in excess and contravention of the Recommended Policy, in order to maximize the fraudulent billing that they could submit or cause to be submitted to GEICO and other insurers, and solely to maximize the profits that they could reap from each Insured.

161. For example, the Defendants purported to provide excessive, medically unnecessary four-limb EMG studies together with: (i) NCV tests of four to eight motor nerves; (ii) NCV tests of six to eighteen sensory nerves; and (iii) four to eight F-wave studies to numerous Insureds, as follows:

- Insured JD

7/26/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
7/26/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
7/26/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
7/26/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
7/26/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
7/26/2023	Office	Nerve conduction studies; 13	95913.	$446.86

- Insured SK

7/26/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
7/26/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
7/26/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
7/26/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
7/26/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
7/26/2023	Office	Nerve conduction studies; 13	95913.	$446.86

- Insured TM

3/23/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
3/23/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
3/23/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
3/23/2023	Office	Nerve conduction studies; 11-	95912..	$453.16
3/23/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
3/23/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
3/23/2023	Office	Nerve conduction studies; 7-8	95910..	$342.28

- Insured KC

4/5/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
4/5/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
4/5/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
4/5/2023	Office	Nerve conduction studies; 11-	95912..	$453.16
4/5/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
4/5/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
4/5/2023	Office	Nerve conduction studies; 7-8	95910..	$342.28

- Insured JB

3/23/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
3/23/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
3/23/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
3/23/2023	Office	Nerve conduction studies; 11-	95912..	$453.16
4/12/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
4/12/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
4/12/2023	Office	Nerve conduction studies; 7-8	95910..	$342.28

- Insured ZA

3/1/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
3/1/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
3/1/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
3/1/2023	Office	Nerve conduction studies; 11-	95912..	$453.16
3/29/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
3/29/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
3/29/2023	Office	Nerve conduction studies; 7-8	95910..	$342.28

- Insured AH

3/23/2023	Office	EVALUATION AND MANAGEMENT OF T	99203	$114.10
3/23/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
3/23/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
3/23/2023	Office	Nerve conduction studies	95912..	$453.16
3/29/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
3/29/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
3/29/2023	Office	Nerve conduction studies; 7-8	95910..	$342.28

- Insured JD

4/12/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
4/12/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
4/12/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
4/12/2023	Office	Nerve conduction studies; 11-	95912..	$453.16
4/12/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
4/12/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
4/12/2023	Office	Nerve conduction studies; 7-8	95910..	$342.28

- Insured KA

8/1/2023	Office	EVALUATION AND MANAGEMENT OF	99203	$114.10
8/1/2023	Office	EMG - LEFT UPPER EXTREMITY	95886	$161.80
8/1/2023	Office	EMG - RIGHT UPPER EXTREMITY	95886	$161.80
8/1/2023	Office	EMG - LEFT LOWER EXTREMITY	95886	$161.80
8/1/2023	Office	EMG - RIGHT LOWER EXTREMITY	95886	$161.80
8/1/2023	Office	Nerve conduction studies; 13	95913..	$522.77

162. These are only representative examples. In the claims identified in Exhibit "4", the Defendants routinely purported to provide and/or perform EMG studies on muscles in all four limbs of the Insureds (together with the NCV tests of four to eight motor nerves, NCV tests of six

to eighteen sensory nerves, and four to eight F-wave studies) solely to maximize the profits that they could reap from each such Insured.

163. Further, to the extent they were performed at all, the Defendants did not tailor the EMG studies they purported to provide and/or perform to the unique circumstances of each patient. Instead, they often tested the same muscles in the same limbs repeatedly, without regard for individual patient presentation.

164. In keeping with the fact that the purported EMG tests were medically useless, the putative "results" of the Defendants' EMG tests were not incorporated into any Insured's treatment plan, and they played no genuine role in the treatment or care of the Insureds.

E. The Fraudulent Billing for Independent Contractor Services

165. The Defendants conducted their fraudulent scheme by submitting claims to GEICO, and other automobile insurers, using Ryzhakova's name and license as the purported owner of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice, but seeking payment for services that were provided by individuals that were never actually employed by Ryzhakova, NYC Family Health, Family Health, Modern Style, or the Sole Proprietorship Practice, to the extent any services were provided at all.

166. Under the New York No-Fault insurance laws, professional corporations are ineligible to bill for or receive payment for goods or services provided by independent contractors – the healthcare services must be provided by the professional corporations, themselves, or by their direct employees.

167. Since 2001, the New York State Insurance Department consistently has reaffirmed its longstanding position that professional corporations are not entitled to receive reimbursement under the New York No-Fault insurance laws for healthcare providers performing services as independent contractors. See DOI Opinion Letter, February 21, 2001 ("where the health services are

performed by a provider who is an independent contractor with the PC and is not an employee under the direct supervision of a PC owner, the PC is not authorized to bill under No-Fault as a licensed provider of those services"); DOI Opinion Letter, February 5, 2002 (refusing to modify position set forth in 2-21-01 Opinion letter despite a request from the New York State Medical Society); DOI Opinion Letter, March 11, 2002 ("If the physician has contracted with the PC as an independent contractor, and is not an employee or shareholder of the PC, such physician may not represent himself or herself as an employee of the PC eligible to bill for health services rendered on behalf of the PC, under the New York Comprehensive Motor Vehicle Insurance Reparations Act…"); DOI Opinion Letter, October 29, 2003 (extending the independent contractor rule to hospitals); DOI Opinion Letter, March 21, 2005 (DOI refused to modify its earlier opinions based upon interpretations of the Medicare statute issued by the CMS).

168. Even so, in virtually all instances, the Defendants submitted charges to GEICO and other insurers for Fraudulent Services that purportedly were performed by healthcare professionals other than Ryzhakova.

169. To the extent they were performed in the first instance, many of the Fraudulent Services were performed by per diem healthcare professionals and technicians (the "Treating Providers") whom the Defendants treated as independent contractors.

170. The Treating Providers working under the name of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice worked without any supervision by Ryzhakova.

171. The Treating Providers working under the name of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice operated on a non-exclusive basis and followed irregular schedules based on their own availability and individual desires to perform the Fraudulent Services for the Defendants.

172. For instance, one of the Treating Providers, Tanya Zarkhina, NP, is also affiliated with Tanya Zarkhina NP IN Family Health PLLC, in addition to her purported employment with the Sole Proprietorship Practice.

173. To the extent they were performed in the first instance, all of the Fraudulent Services performed by healthcare services providers other than Ryzhakova were performed by healthcare professionals or technicians whom the Defendants treated as independent contractors.

174. For instance, the Defendants:

(i) paid the health care professionals, either in whole or in part, on a 1099 basis rather than a W-2 basis;

(ii) established an understanding with the health care professionals that they were independent contractors, rather than employees;

(iii) paid no employee benefits to the health care professionals;

(iv) failed to secure and maintain W-4 or I-9 forms for the professionals;

(v) failed to withhold federal, state, or city taxes on behalf of the health care professionals;

(vi) compelled the health care professionals to pay for their own malpractice insurance at their own expense;

(vii) permitted the health care professionals to set their own schedules and days on which they desired to perform services;

(viii) permitted the health care professionals to maintain non-exclusive relationships and perform services for their own practices and/or on behalf of other practices;

(ix) failed to cover the health care professionals for either unemployment or workers' compensation benefits; and

(x) filed corporate and payroll tax returns (e.g., Internal Revenue Service ("IRS") forms 1120 and 941) that represented to the IRS and to the New York State Department of Taxation that the health care professionals were independent contractors.

175. Because the health care professionals and technicians were independent contractors and performed many of the Fraudulent Services, the Defendants never had any right to bill or collect No-Fault Benefits in connection with those services.

176. The Defendants billed for the Fraudulent Services as if they were provided by actual employees of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice to make it appear as if the services were eligible for reimbursement.

177. 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.

III. The Fraudulent Billing Defendants Submitted or Caused to be Submitted to GEICO

178. To support their fraudulent charges, Defendants systematically submitted or caused to be submitted hundreds of NF-3 forms, HCFA-1500 forms, and/or treatment reports through NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice to GEICO seeking payment for the Fraudulent Services for which the Defendants were not entitled to receive payments.

179. The NF-3 forms, HCFA-1500 forms, and/or treatment reports submitted to GEICO by and on behalf of Defendants were false and misleading in the following material respects:

(i) The NF-3 forms, HCFA-1500 forms and supporting documentation submitted by and on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice uniformly misrepresented to GEICO that the Fraudulent Services were medically necessary. In fact, the Fraudulent Services, to the extent provided at all, were not medically necessary and were provided pursuant to predetermined fraudulent protocols designed solely to financially enrich Defendants, rather than to treat or otherwise benefit the Insureds;

(ii) The NF-3, HCFA-1500 forms and supporting documentation submitted to GEICO by and on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice uniformly misrepresented and exaggerated the level of the Fraudulent Services and the nature of the Fraudulent Services that purportedly were provided;

(iii) The NF-3 forms, HCFA-1500 forms, and treatment reports submitted by and on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice uniformly fraudulently concealed the fact that the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; and

(iv) The NF-3 forms, HCFA-1500 forms, and treatment reports submitted by and on behalf of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice uniformly misrepresented to GEICO that the Defendants were eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.11 for the services that supposedly were performed. In fact, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme.

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

180. 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.

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

182. Specifically, the Defendants knowingly misrepresented and concealed facts related to NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice in an effort to prevent discovery of the fact that NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were nominally owned by a licensed healthcare provider who did not truly own and control the professional corporation and who did not actually practice medicine through the professional corporate entity as required by law.

183. Additionally, the Defendants concealed the fact that no actual, legitimate referral to Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship

Practice was made by any healthcare professionals and that the Fraudulent Services were rendered pursuant to the dictates of unlicensed persons.

184. The Defendants also entered into complex financial arrangements that were designed to, and did, conceal the fact that the Defendants unlawfully exchanged kickbacks for patient referrals to Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

185. Furthermore, Defendants knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services were medically unnecessary and performed – to the extent they were performed at all – pursuant to fraudulent predetermined protocols designed to maximize the charges that could be submitted, rather than to benefit the Insureds who supposedly were subjected to the Fraudulent Services.

186. In addition, Defendants knowingly misrepresented and concealed facts related to the employment status of the health care professionals associated with Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice in order to prevent GEICO from discovering that the health care professionals performing many of the Fraudulent Services were not employed by Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

187. The billing and supporting documentation submitted by the Defendants on behalf of Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice for the Fraudulent Services, when viewed in isolation, does not reveal its fraudulent nature.

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

189. The Defendants' collection efforts through numerous separate No-Fault collection proceedings, which proceedings may continue for years, is an essential part of their fraudulent scheme since they know it is impractical for an arbitrator or civil court judge in a single No-Fault arbitration or civil court proceeding, typically involving a single bill, to uncover or address the Defendants' large-scale, complex fraud scheme involving numerous patients across numerous different clinics located throughout the metropolitan area.

190. GEICO is under statutory and contractual obligations to promptly and fairly process claims within 30 days. The facially valid documents submitted to GEICO in support of the fraudulent charges at issue, combined with the material misrepresentations and fraudulent litigation activity described above, were designed to and did cause GEICO to rely upon them. As a result, GEICO incurred damages of more than $822,000.00 based upon the fraudulent charges.

191. Based upon Defendants' material misrepresentations 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.

AS AND FOR A FIRST CLAIM FOR RELIEF
Against All Defendants
(Declaratory Judgment – 28 U.S.C. §§ 2201 and 2202)

192. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

193. There is an actual case in controversy between GEICO and the Defendants regarding more than $1,877,000.00 in fraudulent billing for the Fraudulent Services that has been submitted to GEICO through NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

194. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice have no right to receive payment for any and all pending bills submitted to GEICO,

because the Fraudulent Services were not medically necessary and were provided – to the extent they were provided at all – pursuant to predetermined fraudulent protocols designed solely to financially enrich Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them.

195. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice have no right to receive payment for any and all pending bills submitted to GEICO, because the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements and other financial incentives.

196. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme.

197. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice have no right to receive payment for any and all pending bills submitted to GEICO, because 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.

198. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice have no right to receive payment for any and all pending bills submitted to GEICO, because the Fraudulent Services – to the extent provided at all – were provided by independent contractors rather than by employees of NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice and, therefore, were not reimbursable.

199. Accordingly, GEICO requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that NYC Family Health, Family Health, Modern

Style, and the Sole Proprietorship Practice have no right to receive payment for any pending bills submitted to GEICO.

AS AND FOR A SECOND CLAIM FOR RELIEF
Against Ryzhakova and John Doe Defendants "1" through "5"
(Violation of RICO, 18 U.S.C. § 1962(c))

200. GEICO incorporates, as though fully set forth herein, each and every allegation set forth above.

201. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice constitute an association-in-fact "enterprise" (the "Ryzhakova Fraud Enterprise") as that term is defined in 18 U.S.C. § 1961(4), that engages in, and the activities of which affect, interstate commerce. The members of the Ryzhakova Fraud Enterprise are and have been associated through time, joined in purpose, and organized in a manner amenable to hierarchal and consensual decision making, with each member fulfilling a specific and necessary role to carry out and facilitate its common purpose. Specifically, 201. NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice ostensibly are independent entities – with different names and tax identification numbers – that were used as vehicles to achieve a common purpose – namely, to facilitate the submission of fraudulent charges to GEICO. The Ryzhakova Fraud Enterprise has been operated under three separate names and tax identification numbers in order to reduce the number of bills submitted under any individual name in an attempt to avoid attracting the attention and scrutiny of GEICO and other insurers to the volume of billing and the pattern of fraudulent charges originating from any one business. Accordingly, the carrying out of this scheme would be beyond the capacity of each member of the Ryzhakova Fraud Enterprise acting singly or without aid of each other.

202. The Ryzhakova Fraud Enterprise is distinct from and has an existence beyond the pattern of racketeering that is described herein, namely by recruiting, employing overseeing and

coordinating many individuals who have been responsible for facilitating and performing a wide variety of administrative and other functions beyond the acts of mail fraud (i.e., the submission of the fraudulent bills to GEICO and other insurers), by creating and maintaining patient files and other records, by recruiting and supervising personnel, by negotiating and executing various contracts, by maintaining the bookkeeping and accounting functions necessary to manage the receipt and distribution of insurance proceeds, and by retaining collection lawyers whose services also were used to generate payments from insurance companies to support all of the aforesaid functions.

203. Ryzhakova and John Doe Defendants "1" through "5" have been employed by and/or associated with the Ryzhakova Fraud Enterprise.

204. Ryzhakova and John Doe Defendants "1" through "5" knowingly have conducted and/or participated, directly or indirectly, in the conduct of the Ryzhakova Fraud 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 over two years seeking payments for Fraudulent Services that NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not eligible to receive under the No-Fault Laws because: (i) the billed-for-services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich NYC Family Health, Family Health, Modern Style, the Sole Proprietorship Practice, and Ryzhakova; (ii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not under true ownership and control of a licensed healthcare professional but rather

were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) the billed-for services were provided by independent contractors and were not reimbursable.

205. The Ryzhakova Fraud Enterprise'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 ways in which Ryzhakova and John Doe Defendants "1" through "5" operated the Ryzhakova Fraud Enterprise, inasmuch as NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice never were eligible to bill for or collect No-Fault Benefits, and acts of mail fraud therefore were essential in order for the Ryzhakova Fraud Enterprise 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 Defendants continue to attempt collection on the fraudulent billing submitted through NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice to the present day.

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

207. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $822,000.00 pursuant to the fraudulent bills submitted by the Defendants through NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

208. 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.

AS AND FOR A THIRD CLAIM FOR RELIEF
Against Ryzhakova and John Doe Defendants "1" through "5"
(Violation of RICO, 18 U.S.C. § 1962(d))

209. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

210. Ryzhakova and John Doe Defendants "1" through "5" are employed by and/or associated with the Ryzhakova Fraud Enterprise.

211. Ryzhakova and John Doe Defendants "1" through "5" knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Ryzhakova Fraud 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 over two years seeking payments for Fraudulent Services that NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not eligible to receive under the No-Fault Laws because: (i) the billed-for-services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich NYC Family Health, Family Health, Modern Style, the Sole Proprietorship Practice, and; (ii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice were not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for

purposes of effectuating a large-scale insurance fraud scheme; (iv) the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) the billed-for services were provided by independent contractors and were not reimbursable. The fraudulent billings 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 the chart annexed hereto as Exhibits "1"-"4".

212. Ryzhakova and John Doe Defendants "1" through "5" knew of, agreed to, and acted in furtherance of the common overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of fraudulent charges to GEICO.

213. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $822,000.00 pursuant to the fraudulent bills submitted by Defendants through NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice.

214. 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.

AS AND FOR A FOURTH CLAIM FOR RELIEF
Against Ryzhakova and John Doe Defendants "1" through "5"
(Violation of RICO, 18 U.S.C. § 1962(c))

215. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

216. NYC Family Health is an ongoing "enterprise," as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

217. Ryzhakova and John Doe Defendants "1" through "5" knowingly have conducted and/or participated, directly or indirectly, in the conduct of NYC Family Health'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 over two years seeking payments that NYC Family Health was not eligible to receive under the No-Fault Laws because: (i) the billed-for-services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich NYC Family Health and; (ii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) NYC Family Health was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) the billed-for services were provided by independent contractors and were not reimbursable. The fraudulent billings 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 the chart annexed hereto as Exhibit "1".

218. NYC Family Health'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 ways in which Ryzhakova and John Doe Defendants "1" through "5" operated NYC Family Health, inasmuch as NYC Family Health never was eligible to bill for or collect No-Fault Benefits and acts of mail fraud therefore were essential in order for NYC Family Health 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 Defendants continue to attempt collection on the fraudulent billing submitted through NYC Family Health to the present day.

219. NYC Family Health is engaged in inherently unlawful acts inasmuch as it continues to attempt collection on fraudulent billing submitted to GEICO and other insurers. These inherently unlawful acts are taken by NYC Family Health in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent no-fault billing.

220. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $200,000.00 pursuant to the fraudulent bills submitted by the Defendants through NYC Family Health

221. 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.

AS AND FOR A FIFTH CLAIM FOR RELIEF
Against Ryzhakova and John Doe Defendants "1" through "5"
(Violation of RICO, 18 U.S.C. § 1962(d))

222. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

223. NYC Family Health is an ongoing "enterprise," as that term is defined in 18 U.S.C. § 1961(4), that engaged in activities which affected interstate commerce.

224. Ryzhakova and John Doe Defendants "1" through "5" are employed by and/or associated with the NYC Family Health enterprise.

225. Ryzhakova and John Doe Defendants "1" through "5" knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of NYC

Family Health'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 over two years seeking payments that NYC Family Health was not eligible to receive under the No-Fault Laws because: (i) the billed-for-services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich NYC Family Health and; (ii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) NYC Family Health was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) the billed-for services were provided by independent contractors and were not reimbursable. The fraudulent bills and corresponding mailings submitted to GEICO that comprise the pattern of racketeering activity identified through the date of this Complaint are described in the chart annexed hereto as Exhibit "1".

226. Ryzhakova and John Doe Defendants "1" through "5" knew of, agreed to, and acted in furtherance of the common overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

227. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $200,000.00 pursuant to the fraudulent bills submitted by Defendants through NYC Family Health.

228. 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.

AS AND FOR A SIXTH CLAIM FOR RELIEF
Against NYC Family Health and Ryzhakova
(Common Law Fraud)

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

230. NYC Family Health and Ryzhakova 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 hundreds of fraudulent bills seeking payment for the Fraudulent Services.

231. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim, the representation that the billed-for services were medically necessary when, in fact, the Fraudulent Services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich NYC Family Health; (ii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, NYC Family Health was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by

laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billed-for services were provided by independent contractors and were not reimbursable.

232. NYC Family Health and Ryzhakova 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 NYC Family Health that were not compensable under the No-Fault Laws.

233. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $200,000.00 pursuant to the fraudulent billing submitted by Defendants.

234. The extensive fraudulent conduct by NYC Family Health and Ryzhakova demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

235. 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.

AS AND FOR A SEVENTH CLAM FOR RELIEF
Against NYC Family Health and Ryzhakova
(Unjust Enrichment)

236. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

237. As set forth above, NYC Family Health and Ryzhakova have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

238. When GEICO paid the bills and charges submitted by or on behalf of NYC Family Health for No-Fault Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

239. NYC Family Health and Ryzhakova have been enriched at GEICO's expense by GEICO's payments, which constituted a benefit that NYC Family Health and Ryzhakova voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

240. NYC Family Health and Ryzhakova's retention of GEICO's payments violates the fundamental principles of justice, equity, and good conscience.

241. By reason of the above, NYC Family Health and Ryzhakova have been unjustly enriched in an amount to be determined at trial, but in no event less than $200,000.00.

AS AND FOR AN EIGHTH CLAIM FOR RELIEF
Against John Doe Defendants "1" through "5"
(Aiding and Abetting Fraud)

242. GEICO incorporates, as though fully set forth herein, each and every allegation set forth above.

243. John Doe Defendants "1" through "5" knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by NYC Family Health and Ryzhakova.

244. The acts of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme included, among other things, knowingly referring Insureds to NYC Family Health in

exchange for illegal kickbacks and knowingly participating and assisting in subjecting the Insureds to a predetermined fraudulent treatment protocol to maximize profits without regard to patient care.

245. The conduct of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme was significant and material. The conduct of John Doe Defendants "1" through "5" was a necessary part of and was critical to the success of the fraudulent scheme because, without their actions, there would have been no opportunity for NYC Family Health to begin operating and billing for high volumes of the Fraudulent Services, to obtain referrals of patients at the No-Fault Clinics, subject those patients to the Fraudulent Services, and obtain payment from GEICO and other insurers for the Fraudulent Services billed through NYC Family Health.

246. John Doe Defendants "1" through "5" aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to NYC Family Health for medically unnecessary, illusory, and otherwise non-reimbursable Fraudulent Services because they sought to continue profiting through the fraudulent scheme.

247. The conduct of John Doe Defendants "1" through "5" caused GEICO to pay more than $200,000.00 pursuant to the fraudulent bills submitted through NYC Family Health.

248. This extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

AS AND FOR A NINTH CLAIM FOR RELIEF
Against Ryzhakova and John Doe Defendants "1" through "5"
(Violation of RICO, 18 U.S.C. § 1962(c))

250. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

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

252. Ryzhakova and John Doe Defendants "1" through "5"knowingly has conducted and/or participated, directly or indirectly, in the conduct of Family Health'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 over two years seeking payments that Family Health was not eligible to receive under the No-Fault Laws because: (i) the billed-for-services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich Family Health and; (ii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) Family Health was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) the billed-for services were provided by independent contractors and were not reimbursable. The fraudulent billings 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 the chart annexed hereto as Exhibit "2".

253. Family Health'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 ways in which Ryzhakova and John Doe Defendants "1" through "5"operated Family Health, inasmuch as Family Health never was eligible to bill for or collect No-Fault Benefits and acts of mail fraud therefore were essential in order for Family Health 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 Defendants continue to attempt collection on the fraudulent billing submitted through Family Health to the present day.

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

255. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $517,190.00 pursuant to the fraudulent bills submitted by the Defendants through Family Health

256. 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.

AS AND FOR A TENTH CLAIM FOR RELIEF
Against Ryzhakova and John Doe Defendants "1" through "5"
(Violation of RICO, 18 U.S.C. § 1962(d))

257. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

258. Family Health is an ongoing "enterprise," as that term is defined in 18 U.S.C. § 1961(4), that engaged in activities which affected interstate commerce.

259. Ryzhakova and John Doe Defendants "1" through "5" are employed by and/or associated with the Family Health enterprise.

260. Ryzhakova and John Doe Defendants "1" through "5" knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of Family Health'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 over two years seeking payments that Family Health was not eligible to receive under the No-Fault Laws because: (i) the billed-for-services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich Family Health and; (ii) the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) Family Health was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) the billed-for services were provided by independent contractors and were not reimbursable. The fraudulent bills and corresponding mailings submitted to GEICO that comprise the pattern of racketeering activity identified through the date of this Complaint are described in the chart annexed hereto as Exhibit "2".

261. Ryzhakova and John Doe Defendants "1" through "5" knew of, agreed to, and acted in furtherance of the common overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

262. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $517,190.00 pursuant to the fraudulent bills submitted by Defendants through Family Health.

263. 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.

AS AND FOR AN ELEVENTH CLAIM FOR RELIEF
Against Family Health and Ryzhakova
(Common Law Fraud)

264. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

265. Family Health and Ryzhakova 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 hundreds of fraudulent bills seeking payment for the Fraudulent Services.

266. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim, the representation that the billed-for services were medically necessary when, in fact, the Fraudulent Services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich Family Health; (ii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the Fraudulent Services were

provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, Family Health was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billed-for services were provided by independent contractors and were not reimbursable.

267. Family Health and Ryzhakova 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 Family Health that were not compensable under the No-Fault Laws.

268. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $517,190.00 pursuant to the fraudulent billing submitted by Defendants.

269. The extensive fraudulent conduct by Family Health and Ryzhakova demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

270. 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.

AS AND FOR A TWELFTH CLAM FOR RELIEF
Against Family Health and Ryzhakova
(Unjust Enrichment)

271. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

272. As set forth above, Family Health and Ryzhakova have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

273. When GEICO paid the bills and charges submitted by or on behalf of Family Health for No-Fault Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

274. Family Health and Ryzhakova have been enriched at GEICO's expense by GEICO's payments, which constituted a benefit that Family Health and Ryzhakova voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

275. Family Health and Ryzhakova's retention of GEICO's payments violates the fundamental principles of justice, equity, and good conscience.

276. By reason of the above, Family Health and Ryzhakova have been unjustly enriched in an amount to be determined at trial, but in no event less than $517,190.00.

AS AND FOR A THIRTEENTH CLAIM FOR RELIEF
Against John Doe Defendants "1" through "5"
(Aiding and Abetting Fraud)

277. GEICO incorporates, as though fully set forth herein, each and every allegation set forth above.

278. John Doe Defendants "1" through "5" knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Family Health and Ryzhakova.

279. The acts of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme included, among other things, knowingly referring Insureds to Family Health in exchange for illegal kickbacks and knowingly participating and assisting in subjecting the Insureds to a predetermined fraudulent treatment protocol to maximize profits without regard to patient care.

280. The conduct of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme was significant and material. The conduct of John Doe Defendants "1" through "5" was a necessary part of and was critical to the success of the fraudulent scheme because, without their actions, there would have been no opportunity for Family Health to begin operating and billing for high volumes of the Fraudulent Services, to obtain referrals of patients at the No-Fault Clinics, subject those patients to the Fraudulent Services, and obtain payment from GEICO and other insurers for the Fraudulent Services billed through Family Health.

281. John Doe Defendants "1" through "5" aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Family Health for medically unnecessary, illusory, and otherwise non-reimbursable Fraudulent Services because they sought to continue profiting through the fraudulent scheme.

282. The conduct of John Doe Defendants "1" through "5" caused GEICO to pay more than $517,190.00 pursuant to the fraudulent bills submitted through Family Health.

283. This extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

AS AND FOR A FOURTEENTH CLAIM FOR RELIEF
Against Modern Style and Ryzhakova
(Common Law Fraud)

285. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

286. Modern Style and Ryzhakova 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 hundreds of fraudulent bills seeking payment for the Fraudulent Services.

287. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim, the representation that the billed-for services were medically necessary when, in fact, the Fraudulent Services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich Modern Style; (ii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, Modern Style was not under true ownership and control of a licensed healthcare professional but rather were operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billing codes

used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billed-for services were provided by independent contractors and were not reimbursable.

288. Modern Style and Ryzhakova 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 Modern Style that were not compensable under the No-Fault Laws.

289. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $36,000.00 pursuant to the fraudulent billing submitted by Defendants. The fraudulent billings and corresponding mailings submitted to GEICO identified through the date of this Complaint through Modern Style are described in the chart annexed hereto as Exhibit "3".

290. The extensive fraudulent conduct by Modern Style and Ryzhakova demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

291. 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.

AS AND FOR A FIFTEENTH CLAM FOR RELIEF
Against Modern Style and Ryzhakova
(Unjust Enrichment)

292. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

293. As set forth above, Modern Style and Ryzhakova have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

294. When GEICO paid the bills and charges submitted by or on behalf of Modern Style for No-Fault Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

295. Modern Style and Ryzhakova have been enriched at GEICO's expense by GEICO's payments, which constituted a benefit that Modern Style and Ryzhakova voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

296. Modern Style and Ryzhakova's retention of GEICO's payments violates the fundamental principles of justice, equity, and good conscience.

297. By reason of the above, Modern Style and Ryzhakova have been unjustly enriched in an amount to be determined at trial, but in no event less than $36,000.00.

AS AND FOR A SIXTEENTH CLAIM FOR RELIEF
Against John Doe Defendants "1" through "5"
(Aiding and Abetting Fraud)

298. GEICO incorporates, as though fully set forth herein, each and every allegation set forth above.

299. John Doe Defendants "1" through "5" knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Modern Style and Ryzhakova.

300. The acts of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme included, among other things, knowingly referring Insureds to Modern Style in exchange for illegal kickbacks and knowingly participating and assisting in subjecting the Insureds to a predetermined fraudulent treatment protocol to maximize profits without regard to patient care.

301. The conduct of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme was significant and material. The conduct of John Doe Defendants "1" through

"5" was a necessary part of and was critical to the success of the fraudulent scheme because, without their actions, there would have been no opportunity for Modern Style to begin operating and billing for high volumes of the Fraudulent Services, to obtain referrals of patients at the No-Fault Clinics, subject those patients to the Fraudulent Services, and obtain payment from GEICO and other insurers for the Fraudulent Services billed through Modern Style.

302. John Doe Defendants "1" through "5" aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Modern Style for medically unnecessary, illusory, and otherwise non-reimbursable Fraudulent Services because they sought to continue profiting through the fraudulent scheme.

303. The conduct of John Doe Defendants "1" through "5" caused GEICO to pay more than $36,000.00 pursuant to the fraudulent bills submitted through Modern Style.

304. This extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

AS AND FOR A SEVENTEENTH CLAIM FOR RELIEF
Against Ryzhakova
(Common Law Fraud)

306. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

307. Ryzhakova intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of her submission of hundreds of fraudulent bills as part of the Sole Proprietorship Practice seeking payment for the Fraudulent Services.

308. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim, the representation that the billed-for services were medically necessary when, in fact, the Fraudulent Services were not medically necessary and were performed – to the extent performed at all – pursuant to a predetermined, fraudulent protocol designed solely to enrich the Sole Proprietorship Practice; (ii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the Fraudulent Services were provided – to the extent provided at all – pursuant to the dictates of laypersons not licensed to render healthcare services and through the use of illegal kickback arrangements; (iii) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the Sole Proprietorship Practice was not under true ownership and control of a licensed healthcare professional but rather was operated, controlled, and truly owned by laypersons for purposes of effectuating a large-scale insurance fraud scheme; (iv) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billing codes used for the billed-for services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO; and (v) in every claim, the representation that Defendants were acting lawfully and, therefore, eligible to receive No-Fault Benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12) when, in fact, the billed-for services were provided by independent contractors and were not reimbursable.

309. Ryzhakova intentionally made the above-described false and fraudulent statements and concealed material facts relating to the billing submitted by the Sole Proprietorship Practice

in a calculated effort to induce GEICO to pay charges submitted through the Sole Proprietorship Practice that were not compensable under the No-Fault Laws.

310. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least $68,000.00 pursuant to the fraudulent billing submitted by Defendants. The fraudulent billings and corresponding mailings submitted to GEICO through the Sole Proprietorship Practice and Ryzhakova identified through the date of this Complaint are described in the chart annexed hereto as Exhibit "4."

311. The extensive fraudulent conduct by the Sole Proprietorship Practice and Ryzhakova demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

312. 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.

AS AND FOR AN EIGHTEENTH CLAM FOR RELIEF
Against the Ryzhakova
(Unjust Enrichment)

313. GEICO incorporates, as though fully set forth herein, each and every allegation in the paragraphs set forth above.

314. As set forth above, Ryzhakova has engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO in connection with the Sole Proprietorship Practice.

315. When GEICO paid the bills and charges submitted by or on behalf of the Sole Proprietorship Practice for No-Fault Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

316. Ryzhakova has been enriched at GEICO's expense by GEICO's payments, which constituted a benefit that Ryzhakova voluntarily accepted notwithstanding the improper, unlawful, and unjust billing scheme involving the Sole Proprietorship Practice.

317. Ryzhakova's retention of GEICO's payments violates the fundamental principles of justice, equity, and good conscience.

318. By reason of the above, Ryzhakova have been unjustly enriched in an amount to be determined at trial, but in no event less than $68,000.00.

AS AND FOR A NINETEENTH CLAIM FOR RELIEF
Against John Doe Defendants "1" through "5"
(Aiding and Abetting Fraud)

319. GEICO incorporates, as though fully set forth herein, each and every allegation set forth above.

320. John Doe Defendants "1" through "5" knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Ryzhakova and the Sole Proprietorship Practice.

321. The acts of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme included, among other things, knowingly referring Insureds to the Sole Proprietorship Practice in exchange for illegal kickbacks and knowingly participating and assisting in subjecting the Insureds to a predetermined fraudulent treatment protocol to maximize profits without regard to patient care.

322. The conduct of John Doe Defendants "1" through "5" in furtherance of the fraudulent scheme was significant and material. The conduct of John Doe Defendants "1" through "5" was a necessary part of and was critical to the success of the fraudulent scheme because, without their actions, there would have been no opportunity for the Sole Proprietorship Practice to begin operating and billing for high volumes of the Fraudulent Services, to obtain referrals of patients at the No-Fault Clinics, subject those patients to the Fraudulent Services, and obtain

payment from GEICO and other insurers for the Fraudulent Services billed through the Sole Proprietorship Practice.

323. John Doe Defendants "1" through "5" aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to the Sole Proprietorship Practice for medically unnecessary, illusory, and otherwise non-reimbursable Fraudulent Services because they sought to continue profiting through the fraudulent scheme.

324. The conduct of John Doe Defendants "1" through "5" caused GEICO to pay more than $59,000.00 pursuant to the fraudulent bills submitted through the Sole Proprietorship Practice.

325. This extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

WHEREFORE, Plaintiffs, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company, demand that a Judgment be entered in their favor and against the Defendants, as follows:

A. On the First Claim for Relief against all Defendants, a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that Ryzhakova, NYC Family Health, Family Health, Modern Style, and the Sole Proprietorship Practice have no right to receive payment for any pending bills, amounting to approximately $1,877,000.00 in charges submitted to GEICO;

B. On the Second Claim for Relief against Ryzhakova and John Doe Defendants "1" through "5", more than $822,000.00 in compensatory damages, plus treble damages, costs and interest and such other and further relief as this Court deems just and proper;

C. On the Third Claim for Relief against Ryzhakova and John Doe Defendants "1" through "5", more than $822,000.00 in compensatory damages, plus treble damages, costs and interest and such other and further relief as this Court deems just and proper;

D. On the Fourth Claim for Relief against Ryzhakova and John Doe Defendants "1" through "5", more than $200,000.00 in compensatory damages, plus treble damages, costs and interest and such other and further relief as this Court deems just and proper;

E. On the Fifth Claim for Relief against Ryzhakova and John Doe Defendants "1" through "5", more than $200,000.00 in compensatory damages, plus treble damages, costs and interest and such other and further relief as this Court deems just and proper;

F. On the Sixth Claim for Relief against NYC Family Health and Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $200,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

G. On the Seventh Claim for Relief against NYC Family Health and Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $200,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

H. On the Eighth Claim for Relief against John Doe Defendants "1" through "5", compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $200,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

I. On the Ninth Claim for Relief against Ryzhakova and John Doe Defendants "1" through "5", more than $517,190.00 in compensatory damages, plus treble damages, costs and interest and such other and further relief as this Court deems just and proper;

J. On the Tenth Claim for Relief against Ryzhakova and John Doe Defendants "1" through "5", more than $517,190.00 in compensatory damages, plus treble damages, costs and interest and such other and further relief as this Court deems just and proper;

K. On the Eleventh Claim for Relief against Family Health and Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $517,190.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

L. On the Twelfth Claim for Relief against Family Health and Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $517,190.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

M. On the Thirteenth Claim for Relief against John Doe Defendants "1" through "5", compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $517,190.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

N. On the Fourteenth Claim for Relief against Modern Style and Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $36,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

O. On the Fifteenth Claim for Relief against Modern Style and Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $36,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

P. On the Sixteenth Claim for Relief against John Doe Defendants "1" through "5", compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $36,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

Q. On the Seventeenth Claim for Relief against Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $68,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper;

R. On the Eighteenth Claim for Relief against Ryzhakova, compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $68,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper; and

S. On the Nineteenth Claim for Relief against John Doe Defendants "1" through "5", compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of $68,000.00, together with punitive damages, costs, interest, and such other and further relief as this Court deems just and proper.

Dated: June 6, 2024

RIVKIN RADLER LLP

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