

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

ROOSEVELT ROAD RE, LTD. and
TRADESMAN PROGRAM MANAGERS, LLC,

Plaintiffs,

Case 1:24-cv-06259

v.

WINGATE, RUSSOTTI, SHAPIRO, MOSES &
HALPERIN, LLP; PHILIP RUSSOTTI; CLIFFORD H.
SHAPIRO; KENNETH HALPERIN; ~~I. BRYCE
MOSES~~; BANGEL, COHEN & FALCONETTI, LLP;
DAVID J. BANGEL; STEPHEN H. COHEN;
CHRISTOPHER M. FALCONETTI; NY ORTHO,
SPORTS MEDICINE & TRAUMA, P.C.; JEFFREY
STONE KAPLAN, MD; MATTHEW P. GRIMM, MD;
JOSEPH WEINSTEIN, D.O., P.C.; JOSEPH
WEINSTEIN, DO; CARLOS CASTRO, MD; ANDREW
MEROLA, MD; KOLB RADIOLOGY P.C.; THOMAS
M. KOLB, MD; LENOX HILL RADIOLOGY AND
MEDICAL IMAGING ASSOCIATES, P.C.; RJ
PHYSICAL THERAPIST, P.C.; CROSS BAY
ORTHOPEDIC SURGERY P.C.; PETER
TOMASELLO, JR., DO; NYC MEDICAL &
NEUROLOGICAL OFFICES, P.C.; MEHRDAD
GOLZAD, MD; HUDSON PRO ORTHOPAEDICS &
SPORTS MEDICINE LLC; ROMAN ISAAC, MD;
CITIMEDICAL I, PLLC; BL PAIN MANAGEMENT,
PLLC; PAIN PHYSICIANS NY, PLLC; LEON
REYFMAN, MD; BOLESLAV KOSHARSKYY, MD;
SURGICARE OF BROOKLYN, LLC; INTEGRATED
SPECIALTY ASC D/B/A HEALTHPLUS SURGERY
CENTER, LLC; NYEEQASC, LLC D/B/A NORTH
QUEENS SURGICAL CENTER; SURGICORE 5th
AVENUE LLC; ROOSEVELT SURGERY CENTER,
LLC D/B/A MANHATTAN SURGERY CENTER;
JOHN DOE NOS. 1-25; AND XYZ CORPORATION
NOS. 1-25,

Defendants.

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FIRSTSECOND AMENDED COMPLAINT

Plaintiffs ROOSEVELT ROAD RE, LTD. (hereinafter referred to as “Roosevelt”) and TRADESMAN PROGRAM MANAGERS, LLC (hereinafter referred to as “Tradesman”) (collectively referred to hereinafter as “Plaintiffs”) by and through their attorneys THE WILLIS LAW GROUP, LLC, allege as follows:

I. JURISDICTION AND VENUE

1. This is a civil action arising out of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961, *et seq.* This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1964, and 28 U.S.C. § 1331 in that certain of the claims arise under the laws of the United States and over other claims herein under its supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

2. Venue is proper in this District under and pursuant to 18 U.S.C. § 1965, and pursuant to 28 U.S.C. § 1391, in that numerous of the acts, practices, and events giving rise to the claims alleged in this Complaint occurred in this District, and many of the Defendants reside in this District.

II. THE PARTIES

A. Plaintiffs

3. Plaintiff Roosevelt Road Re, Ltd. is a foreign limited company duly organized and existing under the laws of Bermuda. At all times relevant herein, Roosevelt was authorized to conduct business in New York.

4. Plaintiff Tradesman Program Managers, LLC is a limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein,

Tradesman maintained its principal place of business in the State of New York and is authorized to conduct business in New York.

B. Defendants

i. Legal Service Defendants

5. Defendant WINGATE, RUSSOTTI, SHAPIRO, MOSES & HALPERIN, LLP (“Wingate Firm”) is a limited liability partnership duly organized and existing under the laws of the State of New York. At all times relevant herein, the Wingate Firm maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

6. Upon information and belief, Defendant PHILIP RUSSOTTI (“Russotti”) resides in and is a citizen of the State of New York. He is a named partner of Wingate Firm. At all times relevant herein, Russotti was licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.

7. Upon information and belief, Defendant CLIFFORD H. SHAPIRO (“Shapiro”) resides in and is a citizen of the State of New York. He is a named partner of Wingate Firm. At all times relevant herein, Shapiro was licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.

8. Upon information and belief, Defendant KENNETH HALPERIN (“Halperin”) resides in and is a citizen of the State of New York. He is a named partner of Wingate Firm. At all times relevant herein, Halperin was licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.

~~9. Upon information and belief, Defendant I. BRYCE MOSES (“Moses” and together with Russotti, Shapiro and Halperin, the “Wingate Partners”) resides in and is a citizen of the State of New York. He is a named partner of Wingate Firm. At all times relevant herein, Moses was~~

~~licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.~~

~~10.9.~~ Wingate Partners and Wingate Firm are collectively referred to herein as the “Wingate Defendants.”

~~11.10.~~ Defendant BANGEL, COHEN & FALCONETTI, LLP (“Bangel Firm”) is a limited liability partnership duly organized and existing under the laws of the State of New York. At all times relevant herein, Bangel Firm maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

~~12.11.~~ Upon information and belief, Defendant DAVID J. BANGEL (“Bangel”) resides in and is a citizen of the State of New York. He is a named partner of Bangel Firm. At all times relevant herein, Bangel was licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.

~~13.12.~~ Upon information and belief, Defendant STEPHEN H. COHEN (“Cohen”) resides in and is a citizen of the State of New York. He is a named partner of Bangel Firm. At all times relevant herein, Cohen was licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.

~~14.13.~~ Upon information and belief, Defendant CHRISTOPHER M. FALCONETTI (“Falconetti” and together with Bangel and Cohen, the “Bangel Partners”) resides in and is a citizen of the State of New York. He is a named partner of Bangel Firm. At all times relevant herein, Falconetti was licensed or otherwise authorized to practice law in the State of New York and was employed in the State of New York.

~~15.14.~~ Bangel Partners and Bangel Firm are collectively referred to herein as the “Bangel Defendants.”

~~16.15.~~ Wingate Defendants and Bangel Defendants are collectively referred to herein as the “Legal Service Defendants.”

ii. Runner Defendants

~~17.16.~~ Defendants JOHN DOE NOS. 1-25 (collectively “Runner Defendants”) are persons of unknown citizenship who participated in the fraudulent scheme described below by recruiting construction workers into staging and/or perpetuating fake construction accidents at various construction sites throughout New York.

~~18.17.~~ Similar to the scheme set forth in *United States v. Rainford et al.*, 110 F.4th 455 (2d Cir. 2024), Runner Defendants typically have their own claims, which may be presented before, after, or in conjunction with their recruiting activities.

iii. Funding Defendants

~~19.18.~~ Defendants XYZ CORPORATION NOS. 1-25 (collectively, the “Funding Defendants”) are business entities of unknown organization that participated in the fraudulent scheme described below by providing funds directly and/or indirectly to the Legal Service Defendants, the Runner Defendants, the Claimants (defined below) and/or the Medical Provider Defendants

iv. Medical Provider Defendants

~~20.19.~~ Defendant NY ORTHO, SPORTS MEDICINE & TRAUMA, P.C. (“NY Ortho”) is a professional corporation duly organized and existing under the laws of the State of New York. At all times relevant herein, NY Ortho maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

~~21.20.~~ Upon information and belief, Defendant JEFFREY STONE KAPLAN, MD (“Kaplan”) resides in and is a citizen of the State of New York. At all relevant times, Kaplan has

been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey and was an owner, operator, officer, director and/or employee of NY Ortho.

21. Upon information and belief, Defendant MATTHEW P. GRIMM, MD (“Grimm” and together with NY Ortho and Kaplan, the “NY Ortho Defendants”), resides in and is a citizen of the State of New York. At all relevant times, Grimm has been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey and was an owner, operator, officer, director and/or employee of NY Ortho.

22. On February 18, 2025, the Workers’ Compensation Board published “December 2024 Removals from the List of Authorized Health Care Providers,” which indicated that Grimm had failed to renew his authorization to treat Workers’ Compensation claimants as of December 1, 2024. See <https://www.wcb.ny.gov/content/main/SubjectNos/SN046-1740-December-2024-Removals-List-Authorized-Providers.xlsx>, last accessed May 22, 2025.

22-23. Grimm is not currently listed as an authorized provider on the Workers’ Compensation Board website and cannot be found using its “Health Care Provider Search” page. <https://www.wcb.ny.gov/HealthCareProviderSearch/Home/ProviderSearchResult?page=1>, last accessed May 22, 2025.

23-24. Defendant JOSEPH WEINSTEIN, D.O., P.C. d/b/a Comprehensive & Orthopedic Spine Care (“Weinstein Practice”) is a professional corporation duly organized and existing under the laws of the State of New York. At all times relevant herein, Weinstein Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

25. Upon information and belief, Defendant JOSEPH WEINSTEIN, DO (“Weinstein”) resides in and is a citizen of the State of New York. At all relevant times herein, Weinstein has

been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey and was the owner, operator, officer, director and/or employee of Weinstein Practice.

24-26. At some point between February 2025 and the present, Weinstein's name was removed from the searchable database of authorized providers maintained by the Workers' Compensation Board website and cannot be found using its "Health Care Provider Search" page. <https://www.wcb.ny.gov/HealthCareProviderSearch/Home/ProviderSearchResult?page=1>, last accessed May 22, 2025.

25-27. Upon information and belief, Defendant CARLOS CASTRO, MD ("Castro" and together with Weinstein and Weinstein Practice, the "Weinstein Defendants") resides in and is a citizen of the State of New York. At all relevant times herein, Castro has been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey and was the owner, operator, officer, director and/or employee of Weinstein Practice.

26-28. Upon information and belief, Defendant ANDREW MEROLA, MD ("Merola"), resides in and is a citizen of the State of New York. At all relevant times herein, Merola has been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey.

27-29. Defendant KOLB RADIOLOGY P.C. ("Kolb Practice") is a professional corporation duly organized and existing under the laws of the State of New York. At all times relevant herein, Kolb Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

28-30. Upon information and belief, Defendant THOMAS M. KOLB, MD ("Kolb" and together with Kolb Practice, the "Kolb Defendants") resides in and is a citizen of the State of New

York. At all relevant times herein, Kolb has been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey and was the owner, operator, officer, director and/or employee of Kolb Practice.

29:31. Defendant LENOX HILL RADIOLOGY AND MEDICAL IMAGING ASSOCIATES, P.C. (“Lenox Practice”), is a professional corporation duly organized and existing under the laws of the State of New York. At all times relevant herein, Lenox Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

30:32. Defendant RJ PHYSICAL THERAPIST, P.C. (“RJ PT Practice”) is a professional corporation duly organized and existing under the laws of the State of New York. At all times relevant herein, RJ PT Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

31:33. Defendant CROSS BAY ORTHOPEDIC SURGERY P.C. (“Cross Bay Practice”) is a professional corporation duly organized and existing under the laws of the State of New York. At all times relevant herein, Cross Bay Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

32:34. Defendant PETER TOMASELLO, JR., D.O. (“Tomasello” and together with Cross Bay Practice, the “Cross Bay Defendants”) resides in and is a citizen of the State of New York. At all relevant times herein, Tomasello has been licensed or otherwise authorized to practice medicine in the State of New York and was the owner, operator, officer, director and/or employee of Cross Bay Practice.

33:35. Defendant NYC MEDICAL & NEUROLOGICAL OFFICES, P.C. (“NYC MNO Practice”) is a professional corporation duly organized and existing under the laws of the State of

New York. At all times relevant herein, the NYC MNO Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

34.36. Defendant MEHRDAD GOLZAD, M.D. (“Golzad” and together with NYC MNO Practice, the “NYC MNO Defendants”) resides in and is a citizen of the State of New York. At all relevant times herein, Golzad has been licensed or otherwise authorized to practice medicine in the State of New York and was the owner, operator, officer, director and/or employee of NYC MNO Practice.

35.37. Defendant HUDSON PRO ORTHOPAEDICS & SPORTS MEDICINE LLC (“Hudson Practice”) is a professional corporation duly organized and existing under the laws of the State of New Jersey. At all times relevant herein, Hudson Practice maintained its principal place of business in the State of New Jersey. Upon information and belief, Hudson Practice does conduct business in New York via its alter ego HUDSON PRO ORTHOPEDIC PROFESSIONAL LLC, incorporated in the State of New Jersey and authorized to conduct business in New York, though not compliant with New York State law regarding corporate practice of the professions.

36.38. Defendant ROMAN ISAAC, M.D. (“Isaac” and together with Hudson Practice, the “Hudson Defendants”) resides in and is a citizen of the State of New Jersey. At all relevant times herein, Isaac has been licensed or otherwise authorized to practice medicine in the State of New York and/or State of New Jersey and was the owner, operator, officer, director and/or employee of Hudson Practice.

37.39. Defendant CITIMEDICAL I, PLLC (“CitiMed Practice”), is a professional limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein, CitiMed Practice maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

38.40. Defendant SURGICARE OF BROOKLYN, LLC (“SCOB”) is a limited liability company duly organized and existing under the laws of the State of New York and is an ambulatory surgical center owned and/or operated by CitiMed Practice. At all times relevant herein, SCOB maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

39.41. Defendant INTEGRATED SPECIALTY ASC d/b/a HEALTHPLUS SURGERY CENTER, LLC (“HealthPlus SC” and together with CitiMed Practice and SCOB, the “CitiMed Defendants”) is a limited liability company duly organized and existing under the laws of the State of New York and is an ambulatory surgical center owned and/or operated by CitiMed Practice. At all times relevant herein, HealthPlus SC maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

40.42. Defendant BL PAIN MANAGEMENT, PLLC d/b/a Pain Management NYC (“BL Pain”) is a professional service limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein, BL Pain maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

41.43. Defendant PAIN PHYSICIANS NY, PLLC (“Pain Physicians”) is a professional service limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein, Pain Physicians maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

42.44. Defendant LEONID REYFMAN, MD (“Reyfman”) resides in and is a citizen of the State of New York. At all relevant times herein, Reyfman has been licensed or otherwise authorized to practice medicine in the State of New York and was the owner, operator, officer, director and/or employee of BL Pain and Pain Physicians.

43.45. Defendant BOLESLAV KOSHARSKYY, MD (“Kosharsky” and together with Reyfman, BL Pain, and Pain Physicians, the “Pain Defendants”) resides in and is a citizen of the State of New York. At all relevant times herein, Kosharsky has been licensed or otherwise authorized to practice medicine in the State of New York and was the owner, operator, officer, director and/or employee of BL Pain and Pain Physicians.

44.46. Defendant NYEEQASC, LLC d/b/a North Queens Surgical Center (“NQSC”) is a limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein, NQSC maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

45.47. Defendant SURGICORE 5th AVENUE LLC (“S5A”) is a limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein, S5A maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

46.48. Defendant ROOSEVELT SURGERY CENTER, LLC D/B/A MANHATTAN SURGERY CENTER (“Manhattan SC”) is a limited liability company duly organized and existing under the laws of the State of New York. At all times relevant herein, the Manhattan SC maintained its principal place of business in the State of New York and is authorized to and does conduct business in New York.

47.49. The NY Ortho Defendants, Weinstein Defendants, Merola, Kolb Defendants, Lenox Practice, RJ PT Practice, Cross Bay Defendants, NYC MNO Defendants, Hudson Defendants, CitiMed Defendants, Pain Defendants, NQSC, S5A, and Manhattan SC, are collectively referred to herein as the “Medical Provider Defendants.”

48.50. The Legal Service Defendants, the Runner Defendants, the Funding Defendants, and the Medical Provider Defendants are collectively referred to herein as “Defendants.”

III. FACTUAL BACKGROUND

A. Fraud Scheme

49.51. From at least 2018 to the present, with a marked escalation since 2020, Defendants, together with others known and unknown, for their financial benefit, orchestrated a widespread fraud scheme to defraud Plaintiffs and others by (i) unlawfully grooming and recruiting construction workers into staging and perpetuating fake construction accidents that occurred in New York; (ii) preparing and collecting documentation as well as submitting, filing, prosecuting and asserting fraudulent workers’ compensation claims and personal injury lawsuits on behalf of such construction workers; (iii) providing or alleging to have provided medically unnecessary and excessive healthcare services to such construction workers; (iv) providing monies directly or indirectly to Defendants and to Claimants to fund the fraud scheme, and/or (v) using the fraudulent diagnoses and medically unnecessary and excessive healthcare services to unlawfully enrich the Defendants and inflate the settlement value of claims and lawsuits (the “Fraud Scheme”).

50.52. Generally, in the State of New York, under New York’s Labor Law and Workers’ Compensation Law, a worker injured on a construction site is entitled to compensation from his employer through a workers’ compensation claim and from the property owner, general contractor, and any subcontractors between them and the employer through a commercial general liability claim. Both claims are financially backed by insurance policies, which are required in the State of New York.

51.53. A worker’s compensation claim is initiated by filing documents with the New York State Workers’ Compensation Board (“NY WCB”). This is typically done by an attorney to

establish injuries to specific body parts and to authorize medical treatment and indemnity payments for the claimant. This is determined through additional forms and documentation submitted to the New York State WCB by and through the claimant's attorney and directly by treating doctors and facilities. For Claimants treated by the Medical Provider Defendants and represented by Bangel Defendants in workers' compensation claims, the Medical Provider Defendants and the Bangel Defendants would have necessarily submitted documents to the NY WCB identifying alleged workplace accident and injuries as well as the medical services provided in connection therewith. These forms and documentation, when they facially appear to comply with the medical treatment guidelines or are presented as injuries needing treatment outside of such guidelines, are accepted and approved even when the information contained therein is false. Essentially, these Defendants dupe the NY WCB into establishing fake or pre-existing injuries and authorizing medical treatment all stemming from the alleged accidents.

52.54. A general liability claim is typically initiated through the filing of a lawsuit in one of the Supreme Courts of the State of New York. It requires the filing of a verified Summons and Complaint that is usually filed at the same time as the workers' compensation claim or shortly thereafter. The verification is often done by the claimant's attorney rather than the claimants themselves. Subsequent to the Summons and Complaint, additional documentation known as original and supplemental Bills of Particular are prepared, verified by the claimant's attorney and served upon all parties to the lawsuit. For Claimants represented by Wingate Defendants in personal injury lawsuits, Wingate Defendants would have necessarily submitted documents attesting to the alleged workplace accident and associated injuries.

53.55. The documentation submitted through both the workers' compensation and general liability claims are thereafter used as a basis for obtaining direct payments, e.g. for medical

treatment and indemnity payments, settlement demands, and due to the strict nature of New York’s workers’ compensation and labor laws, such demands often succeed. When the documentation submitted is fraudulent or contains fraudulent information, as is the case in the scheme described herein, the settlements become exorbitant when settlements should either be nominal or non-existent. Moreover, it causes claim administration and litigation expenses that would not have been incurred otherwise.

54.56. The conspiracy here shares many structural elements to those found in *United States v. Rainford*, as summarized by the Second Circuit Court of Appeals in its recent decision affirming criminal convictions:

“The scheme involved recruiting poor and homeless people to fake accidents at properties around the New York area. The recruit would stage an accident and then seek unnecessary medical treatment—sometimes including surgery—from doctors who were part of the scheme. The organizers of the scheme would then refer the recruit to a lawyer, who would sue the property owner or the owner’s insurance company for damages. The proceeds from the lawsuits, which often settled, were then divided among the co-conspirators, with the recruits receiving relatively little.” *United States v. Rainford et al.*, 110 F.4th 455 (2d Cir. 2024)

55.57. The Defendants together constituted an association-in-fact enterprise generally structured as depicted below in Figure 1, and with respect to the Medical Provider Defendants as depicted below in Figure 2 in which entities and individuals providing “evaluation” services perform gatekeeping functions:

Figure 1.

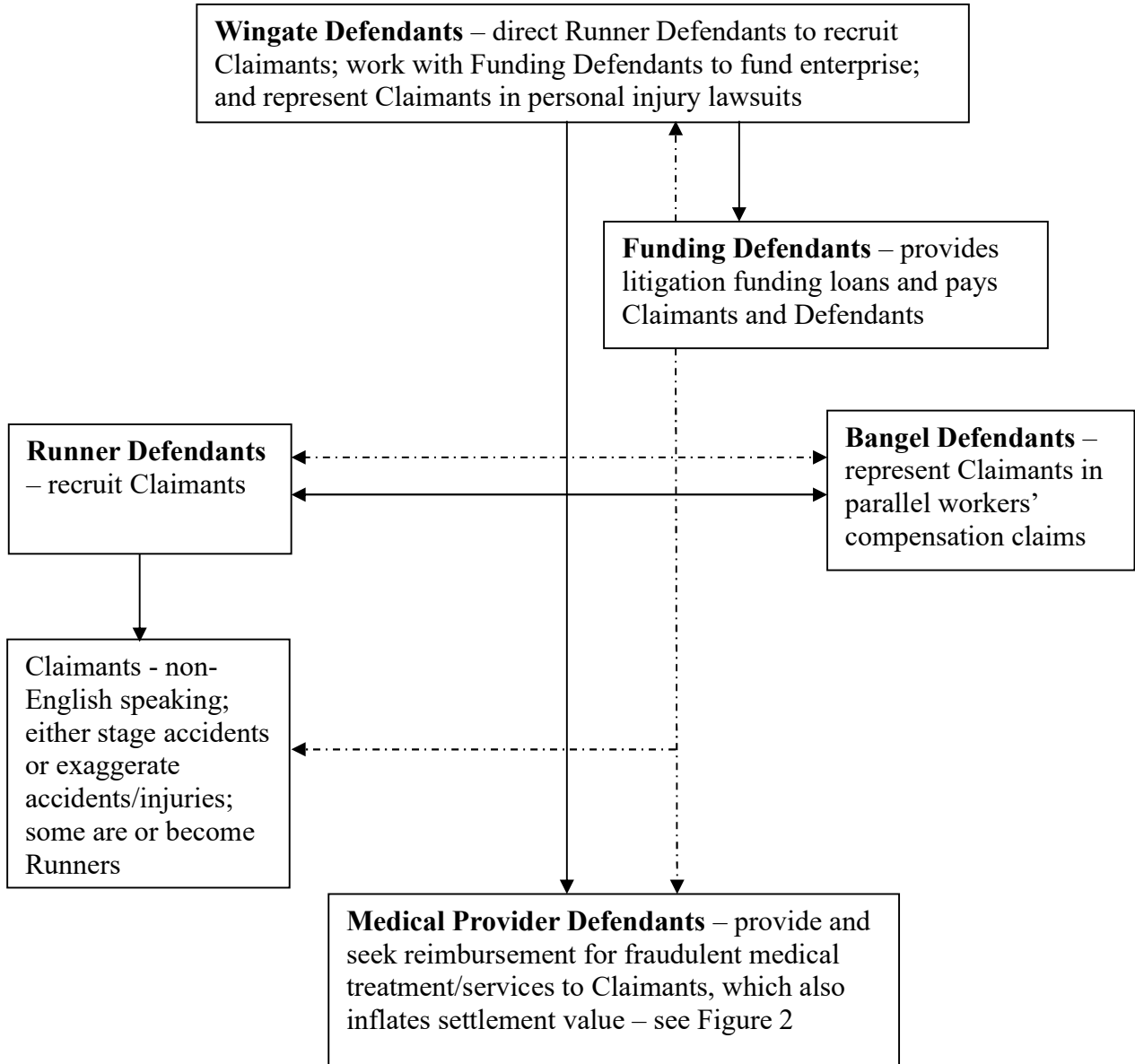
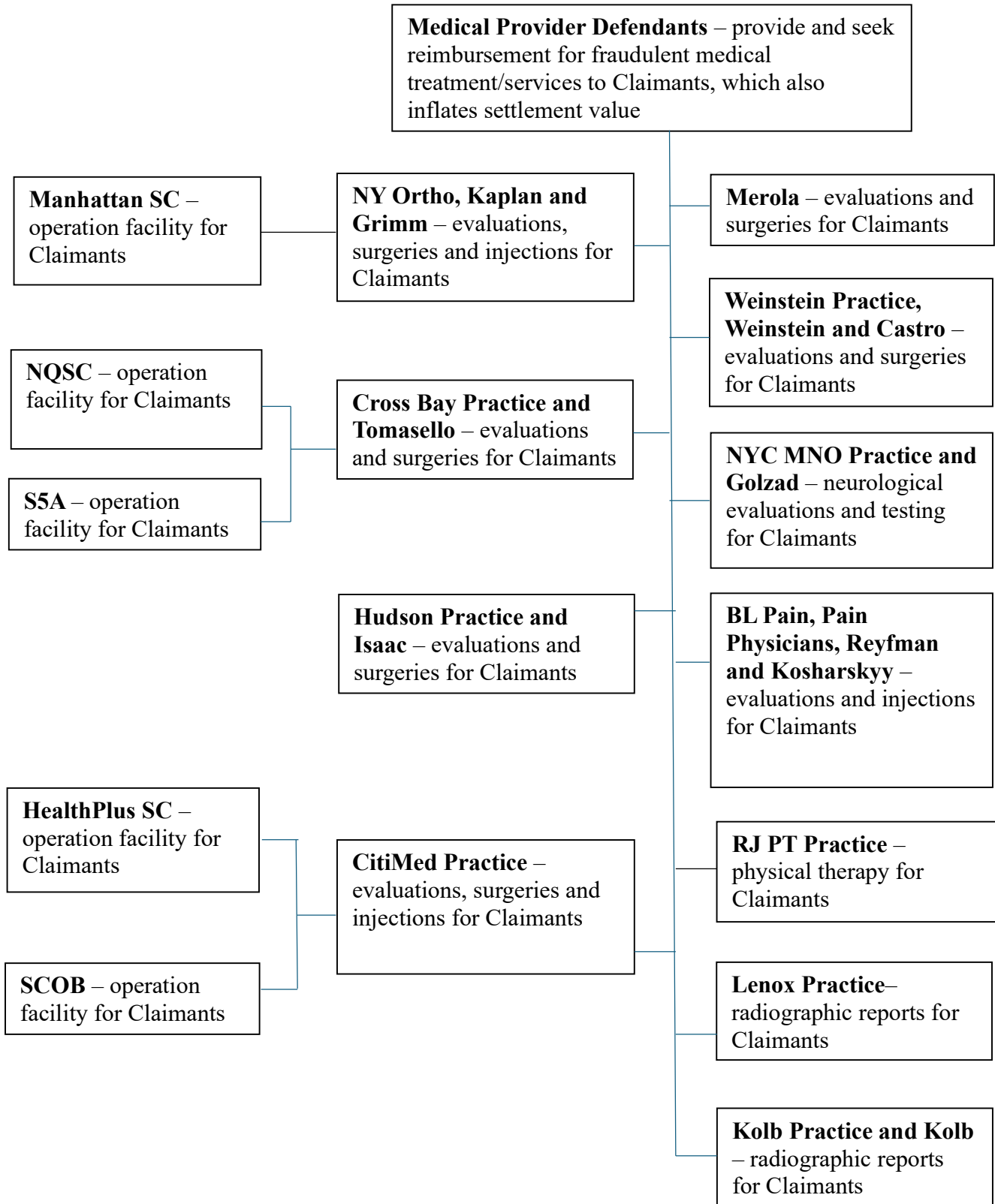


Figure 2.



56.58. Generally, as part of the Fraud Scheme, individuals known as runners (“Runners”), including the Runner Defendants, under the direction of Wingate Defendants and in furtherance of and as a necessary step in the execution of the Fraud Scheme, recruited construction workers (“Claimants”) into staging and/or perpetuating fake construction accidents at various construction sites throughout New York.

57.59. Upon information and belief, as part of the recruitment process, Claimants were told that they would be paid workers’ compensation benefits for not working if they had a workplace injury and that they would receive money in addition to workers’ compensation benefits to cover any gap in pay, in the form of litigation funding loans arranged by Wingate Defendants in conjunction with Funding Defendants.

58.60. Upon information and belief, Claimants were also told that the amount of their economic benefits would increase if they had surgeries or rehabilitation, and that the economic benefits could continue for weeks or more so long as they continued to participate in the treatment protocol predetermined by Defendants.

59.61. Regardless of any actual bodily injury stemming from the purported construction accidents, these Claimants were instructed by the Runners, under the direction of the Legal Service Defendants and on behalf of the Defendants, to fake and claim certain bodily injuries that purportedly resulted from such accidents and to seek medical treatment from providers who would provide treatment in furtherance of the scheme.

60.62. The Runners then referred and/or transported these Claimants to Wingate Firm, where attorneys and/or other employees of Wingate Firm met with these Claimants.

61.63. At the conclusion of the meeting, Wingate Defendants were retained to pursue personal injury claims against the various parties involved with the construction project (*e.g.*,

owner, general contractor, construction manager, etc.) for purported injuries that resulted from the Claimants' alleged accidents on the construction site.

62-64. For workers' compensation claims made to the NY WCB, Bangel Firm was routinely engaged to represent the Claimants for the same purported injuries.

63-65. The Bangel Defendants and Wingate Defendants had an agreement and understanding that Bangel Firm would represent Claimants in workers' compensation claims and Wingate Firm would represent Claimants in personal injury lawsuits, in furtherance of and as a necessary step in the execution of the Fraud Scheme.

64-66. For most Claimants, both personal injury lawsuits and workers' compensation claims were initiated and proceeded in parallel to maximize profit for the Defendants.

65-67. In order to inflate settlement value and workers' compensation benefits and thereby effectuate higher profit for the Defendants, Wingate Defendants, Bangel Defendants, Runner Defendants and/or others under their control, Claimants were directed to seek medical diagnosis and treatment from associated medical providers, including the Medical Provider Defendants, who offer a variety of services (radiology, physical therapy, pain management and orthopedic surgery) at facilities located in or to patients from multiple states, including New York and New Jersey.

66-68. In this respect, the scheme bears striking similarities not only to *Rainford, supra*, but to the scheme set forth in *State Farm Mut. Auto. Ins. Co. v. Tri-Borough NY Med. Prac. P.C.*, 120 F.4th 59 (2d Cir. 2024), in which certain medical service providers "conduct initial examinations of patients at the gatekeeper clinics that are not intended to diagnose and treat patients' conditions but rather are predetermined to find various injuries requiring extensive treatment." *Id* at 73.

~~67-69.~~ Here too, as demonstrated primarily in the central column of Figure 2, *supra*, following the initial evaluation of the Claimants by “gatekeeper” clinic personnel, the associated medical service providers referred the Claimants to physical therapy, chiropractic treatment, acupuncture treatment, and to orthopedic and neurology consultations from associated medical service providers, including the Medical Provider Defendants, involved in the fraudulent scheme.

~~68-70.~~ As in *State Farm v. Tri-Borough*, implementation of the fraudulent treatment protocol requires that Medical Provider Defendants “routinely order unnecessary diagnostic tests for patients that do not affect their treatment, and that some of those tests are duplicative of information already obtained...” 120 F.4th at 74.

~~69-71.~~ Here, the associated medical service providers routinely ordered a variety of imaging services in every single case – MRIs of cervical and lumbar spine, shoulder, knees, ankles, hands – from certain radiologists involved in the fraudulent scheme, whose reports contain findings that routinely deviate from the Claimants’ conditions as set forth by the imaging studies themselves. For example, Claimant A initially reported injuries limited to his right middle finger, for which he received wound care, and did not report any injuries to other parts of his body. After Claimant A retained Legal Defendants, Claimant A was referred for imaging of his left hip, left knee and neck, bodily areas that were not indicated for any injury based on the alleged accident and complaints initially reported in the emergency room. Despite the lack of any apparent injury to the left knee and neck, Kolb Radiology in its reports noted purported ligament tears of Claimant A’s left knee and disc bulges and herniation of Claimant A’s neck.

~~70-72.~~ Then, the associated medical service providers used the fraudulent imaging reports, but not the underlying imaging studies which either showed degenerative conditions or failed to show any evidence of an acute casually-connected injury, to help justify months of physical

therapy sessions, chiropractic treatments, and acupuncture treatments for Claimants. The “conservative treatment” was then categorized as having failed in order to justify back and neck surgeries, shoulder surgeries, knee arthroscopies, etc. by the Medical Provider Defendants.

71-73. Despite the fact that the New York State Surgical and Invasive Procedure Protocol has long provided that “[t]he surgeon is responsible for assessing what films/images are appropriate for viewing before and during the surgery” (September 2006, at 8, available online at https://www.health.ny.gov/professionals/protocols_and_guidelines/surgical_and_invasive_procedure/docs/protocol.pdf, last accessed ~~January 13~~ May 22, 2025), the associated medical service providers routinely did not consult the MRI films themselves, but relied upon reports calculated to misrepresent the claimants’ conditions as causally related to the alleged incidents, so that the otherwise unnecessary procedures would present with the patina of legitimacy. While the specific body parts at issue may vary amongst the Claimants, the underlying scheme remained the same.

72-74. Upon information and belief, Wingate Defendants and/or Bangel Defendants would provide personnel that sometimes consisted of Runners, employees, or outside personnel, to accompany the Claimants to all independent medical examinations under the guise of protecting the Claimants’ interests but who in reality were positioned to ensure that Claimants presented their injuries, treatment and even their residences to comport with the protocol and narrative crafted by the Defendants to justify the same.

73-75. Upon information and belief, Claimants, many of whom were undocumented immigrants who did not speak English, were instructed/coached by the Runner Defendants to fake their injuries and to receive a myriad of healthcare services that were unnecessary, excessive, unwarranted, costly and/or not causally related to the alleged workplace accident. The Wingate Defendants and/or Bangel Defendants, who have decades of professional experience, knew or

reasonably should have known that the Claimants were faking their injuries and receiving unnecessary medical services.

74-76. Upon information and belief, as an incentive to attest to fraudulent accidents and injuries and to undergo unnecessary surgery and/or surgery not causally related to the alleged workplace accident, the Legal Service Defendants connected the Claimants to the Funding Defendants who offered high-interest litigation funding loans to Claimants. The Claimants received a portion of the high-interest funding loan proceeds and the high-interest funding loans were secured by the settlement payments anticipated from Claimants' workers' compensation claims and/or personal injury lawsuits.

75-77. Upon information and belief, the Runners, including the Runner Defendants, also received a portion of the Claimants' high-interest funding loan proceeds, some of which may have further been diverted to recompense organized criminal elements for arranging the unlawful immigration of Claimants, whom they transported to the New York-New Jersey metropolitan area or aided them while here.

78. The Medical Provider Defendants provided false diagnoses, the use of their facilities and resources, and unnecessary, excessive, unwarranted, and costly medical services and/or medical services for injuries not causally related to the alleged workplace accident, for which the Medical Provider Defendants received compensation from workers' compensation insurance.

79. The Medical Provider Defendants serially filed incomplete or inaccurate billing records and reports facially calculated to obfuscate how they conspired with each other and the other defendants herein to effect the fraudulent treatment protocol so that observers could not

readily discern how a claimant was steered between medical providers, largely excepting only prescriptions for imaging studies, pharmacy medications and the like.

a. For many bills regarding alleged treatment rendered prior to July 1, 2022, Medical Provider Defendants routinely failed to accurately complete section E, question 3 of the requisite C-4.0 form which asked “Did another health provider treat this injury/illness including hospitalization and/or surgery” by either failing to respond, falsely responding in the negative, providing non sequitur answers such as “Transported by coworker” or by noting hospitalization while omitting any subsequent treatment.

b. On many bills for which Medical Provider Defendants relied upon the CMS-1500 forms that were permissible prior to July 1, 2022 and mandatory thereafter, box 17 – which designated the name of the referring provider or other source – was typically a) blank, b) contained the name of the physician whose bill it was, or c) was a referral from one member of a Defendant PC to another within the same practice.

~~76~~.c. On several bills utilizing the CMS-1500 form, the referral source was in fact listed as “RUSSOTTI WINGATE SHAPIRO” or a variant thereof rather than any medical provider

~~77~~.80. Moreover, the New York Workers’ Compensation Board Medical Treatment Guidelines (collectively, “Guidelines”) require patients to fail conservative treatment before escalating to more significant or aggressive procedures such as injections, arthroscopies, or other surgeries.

~~78.81.~~ Specifically, the Mid and Low Back Injury Guidelines and the Neck Injury Guidelines both hold that “[t]herapeutic spinal injections may be used after initial conservative treatments, such as physical and occupational therapy, medication, manual therapy, exercise, acupuncture, have been undertaken.” Sections D.6.a and D.3.a., respectively, available online at:

<https://www.wcb.ny.gov/content/main/hcpp/MedicalTreatmentGuidelines/MidandLowBackInjuryMTG2021.pdf>

and

<https://www.wcb.ny.gov/content/main/hcpp/MedicalTreatmentGuidelines/NeckInjuryMTG2021.pdf>,

last accessed ~~January 13~~ May 22, 2025 (Hereinafter “Low Back Guidelines” and “Neck Guidelines,” respectively).

82. Both Guidelines further specify that patients must in fact have active therapy prior to injections or any other invasive procedures, yet, as demonstrated in the exemplar cases herein, the Claimants were diverted to courses of largely passive treatment merely to justify invasive – and lucrative – procedures.

79.83. Compliance with the Guidelines is mandatory pursuant to 12 N.Y.C.R.R. § 324.2(a), such that failure to do so can result in the revocation of a medical provider’s authorization to treat injured workers in New York State.

80.84. The Medical Provider Defendants each understood and agreed that in turn for providing the false medical documentation needed for lengthier and more significant (or invasive) treatment under Workers’ Compensation and thereafter correspondingly higher settlement values, the Legal Service Defendants would continue to funnel patients to their offices, with, upon information and belief, the ongoing assistance of the Runner Defendants, all of which was done in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~81.85.~~ The designed inflation of ultimate recovery in the tort action was twofold.

~~82.86.~~ First, the existence of a significant Workers' Compensation lien for the monies paid out by that carrier would form a key component in any settlement demand in the personal injury case instituted by the Wingate Defendants, since "the compensation carrier shall have a lien on the proceeds of any recovery by the claimant to the extent of compensation and medical expenses awarded." *Granger v. Urda*, 44 N.Y.2d 91, 96 (1978), referencing WCL § 29(1).

~~83.87.~~ For example, irrespective of other factors, when a Workers' Compensation lien would be asserted for \$500,000.00 paid by that carrier, Wingate Defendants and/or Bangel Defendants would seek a correspondingly higher amount in settlement demands and/or judgment.

~~84.88.~~ Second, claims on which injections and surgeries were performed are conservatively calculated to result in an average recovery of \$1.5 million on the low settlement side with the median settlement calculated to average \$2 million per claim, thereby inflating the facial value of the claims.

~~85.89.~~ As further incentive to provide false medical documentation, upon information and belief, at least some Medical Provider Defendants received, under the guise of payment for providing courtroom testimony, a portion of the loan proceeds that the Funding Defendants provided to Claimants or maintained otherwise unnecessary liens against said recoveries in excess of the New York State Workers' Compensation Medical Fee Schedule.

~~86.90.~~ This additional pre-distribution of funds that would be taken out of the Claimants' eventual recovery is often – but not exclusively – made under the guise of soliciting courtroom testimony from the same providers who were paid for their services during the Workers' Compensation phase of the Fraud Scheme. Regardless, the exorbitant compounded interest

incurred through the involvement of the Funding Defendants would continue to accrue, thereby eating away at the Claimant's actual recovery.

87.91. Armed with the fraudulently documented medical diagnoses and medical services allegedly related to the workplace accident, Wingate Defendants fraudulently inflated the settlement values of personal injury lawsuits to extract greater settlements from carriers like Plaintiff Roosevelt.

88.92. Similarly, Bangel Defendants fraudulently inflated the settlement values of workers' compensation claims to obtain payments to Medical Provider Defendants for unnecessary and/or unperformed services and thereafter to extract greater settlement from workers' compensation carriers, for which Plaintiff Tradesman provides administrative, investigative and support services.

89.93. Upon information and belief, based upon the high-interest funding loans provided to Claimants in the personal injury lawsuit, the Funding Defendants received the bulk of such settlement proceeds, which the Funding Defendants in turn redistributed to the Legal Service Defendants, leaving the actual Claimants with little to no recovery therefrom.

B. Fraudulent Accident, Treatment and Claim/Lawsuit in Furtherance of Fraud Scheme

90.94. Defendants engaged in the Fraud Scheme resulting in a significant number of fraudulent claims being filed. For example, on behalf of Defendants and in furtherance of and as a necessary step in the execution of the Fraud Scheme, the Legal Service Defendants represented the following individuals who were recruited by the Runner Defendants and staged an accident and/or claimed injuries unrelated to the alleged accident in claims and lawsuits the Legal Service Defendants knew were fraudulent, the Medical Provider Defendants provided unnecessary and excessive treatment unrelated to the claimed accident, and the Funding Defendants provided high-

interest funding loans, the proceeds of which were redistributed to Defendants. The following individuals are just a fraction of the individuals who participated in the Fraud Scheme between 2018 and the present perpetrated by the Defendants and engaged in numerous predicate acts in connection with such individuals.

i. Claimant A

91.95. Claimant A was allegedly injured on March 18, 2019, while working on a construction project in New York when he pulled on a metal pulley which cut and supposedly crushed his right middle finger. Claimant A, who was wearing gloves, a helmet, and pads at the time, reported that he fell backward and struck his left shoulder and head.

92.96. Physical examination of Claimant A at Woodhull Medical Center showed no tenderness of the cervical, thoracic, or lumbar spine (which should have been evident had Claimant A actually injured his back, as he later claimed) and normal range of motion for the left shoulder. Claimant A denied loss of consciousness, blurry vision, numbness and tingling to the extremities, or any symptoms consistent with a head injury.

93.97. Contrary to his claims as amplified by the Legal Service Defendants and the Medical Provider Defendants, Claimant A presented to the hospital with a single discernible injury, a one-centimeter [approximate length: -----] laceration to his finger.

94.98. Upon information and belief, Claimant A was recruited by the Runner Defendants to retain the services of Wingate Firm, which substituted as counsel in two pending lawsuits in Bronx County, New York, alleging injuries and damages stemming from negligence at the construction site.

95.99. Claimant A also retained Bangel Firm, which substituted as counsel in his pending workers' compensation claim before the NY WCB.

96.100. Upon information and belief, at some point presently unknown, Claimant A became a runner himself, operating a network of purported claimants out of his residences of record that included, but was not limited to, his own family members.

97.101. Shortly after their engagement as counsel, Wingate Defendants and/or Bangel Defendants continued to direct the aggressive and unnecessary medical treatment of Claimant A.

98.102. Under the direction of the Legal Service Defendants and the care of the Medical Provider Defendants, what started out as a laceration of Claimant A's right middle finger (for which Claimant A received stitches and was sent home) became injuries to Claimant A's cervical spine, left shoulder, and left knee, for which Claimant A received physical therapy and multiple steroid injections from Defendant BL Pain /Pain Physicians and left shoulder arthroscopy from Defendant Weinstein.

99.103. Several months after the alleged accident, Claimant A complained of a new ailment – right shoulder pain – for which Defendant Weinstein performed a right shoulder arthroscopy. Fifteen months after the alleged accident, Claimant A was diagnosed with traumatic brain injury based on a fraudulent brain MRI initiated by Defendant Golzad, which necessitated three months of cognitive remediation therapy provided by Defendant NYC MNO Practice. Claimant A also underwent spine surgery in October 2020 performed by Defendant Weinstein.

100.104. Based on Claimant A's medical and workers' compensation records, as Claimant A did not sustain the reported injuries, the medical services provided by the Medical Provider Defendants to Claimant A were unnecessary, excessive and/or unwarranted because the injuries, if any, were not causally related to the alleged workplace accident yet the Medical Provider Services diagnosed and treated them as if they were. And because Claimant A did not

sustain the reported injuries in the first instance, upon proper examination of Claimant A and review of Claimant A's medical records, Medical Service Providers knew or should have known that the medical services provided to Claimant A were unnecessary, excessive and/or unwarranted and not causally related to the alleged workplace accident. For example, Claimant A's cervical injections and shoulder surgeries performed by Defendants BL Pain /Pain Physicians and Weinstein were unnecessary and not causally related to the alleged workplace accident because his initial reported injury was to his right hand without reference to any alleged neck injury or injury to his right shoulder until Defendants implemented the fraudulent treatment protocol, which in turn necessitated changes to his account of the alleged accident and injury to justify additional procedures to various bodily regions not discernably connected to his initial account.

~~101.105.~~ Upon information and belief, the Funding Defendants provided a high-interest litigation funding loan to Claimant A, the proceeds of which were then redistributed to Claimant A, the Runner Defendants who recruited Claimant A, the Medical Provider Defendants who treated Claimant A, and the Legal Service Defendants.

~~102.106.~~ Upon information and belief, Wingate Defendants and/or Bangel Defendants induced Claimant A's family members and other recruits to take out litigation funding loans and otherwise participate in the fraudulent activities detailed herein.

~~103.107.~~ The Medical Provider Defendants and/or Bangel Defendants on behalf of the Medical Provider Defendants electronically submitted fraudulent claim documents to the NY WCB for authorization and payment for medical services provided to Claimant A, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

~~104.108.~~ Based on such submission of fraudulent claim documents to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment directly to the Medical Provider Defendants.

~~105.109.~~ Bangel Defendants electronically submitted such fraudulent claim documents to the NY WCB and used the fraudulent medical records and assertions to falsely bolster and add value to Claimant A's workers' compensation and general liability claims, thereby inflating the settlement value and ultimately, Bangel Defendants' financial gain from Claimant A's workers' compensation and general liability claims.

~~106.110.~~ Wingate Defendants provided by mail or by electronic service to the New York Bronx County Supreme Court and to all named parties in the consolidated personal injury lawsuit, fraudulent documents containing false assertions regarding Claimant A's construction accident, the existence of and the extent of Claimant A's injuries, and the necessity of medical treatment that Claimant A received in connection with the construction accident, in order to falsely bolster and add value to Claimant A's personal injury lawsuit, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from Claimant A's personal injury lawsuit.

~~107.111.~~ Wingate Defendants provided by mail or by electronic service to defense counsel medical authorizations and HIPAA releases signed by Claimant A for the release of Claimant A's medical records that Wingate Defendants knew or reasonably should have known were false.

ii. Claimant B

~~108.112.~~ Claimant B was allegedly injured on September 16, 2019, his second day on the job, while working on a construction project in New York when he claimed to have slipped and fallen approximately 4-5 feet, landing on his arms and right knee.

~~109~~.113. In sworn testimony, Claimant B testified that after the fall, Claimant B dangled for approximately 45 minutes. In reality, the area under where Claimant B was walking (which was covered in rebar being made ready to pour concrete), was only about three feet. Claimant B is taller than three feet and would not be able to “dangle” as alleged.

~~110~~.114. Furthermore, as per a witness account, Claimant B merely struck his knee (nothing else) when he briefly lost balance and did not fall. The witness was clear that Claimant B could not have fallen as the gap (between the rebar) was too small for that to occur.

~~111~~.115. Upon information and belief, Claimant B also utilized fraudulent identification documents that may have been purchased in the approximate area of Roosevelt Avenue in Queens.

~~112~~.116. Claimant B received his OSHA card from an entity that has routinely allowed unlicensed individuals to effectively direct attendees on how to file legal actions, with said individuals including employees of attorneys not sued herein.

~~113~~.117. Claimant B retained Wingate Firm and Wingate Defendants directed the aggressive and unnecessary medical treatment of Claimant B and filed a lawsuit on behalf of Claimant B alleging personal injuries and damages stemming from negligence at the construction site.

~~114~~.118. Claimant B also retained Bangel Firm to represent him in his workers’ compensation claim before the NY WCB.

~~115~~.119. Initially, Claimant B complained of right leg and left shoulder pain, but his x-rays were negative, which is not surprising as there is evidence that Claimant B did not fall in the first instance and did not sustain any significant injury. Claimant B was discharged from the emergency room with prescriptions for Tylenol.

~~116~~120. Thereafter, under the direction of the Legal Service Defendants and the care of the Medical Provider Defendants, Defendant Kaplan falsely diagnosed Claimant B with a meniscal tear of the right knee and performed right knee arthroscopy at Manhattan SC in June 2020. Then, Defendant Kaplan diagnosed Claimant B with a rotator cuff tear of the left shoulder and performed shoulder surgery at Manhattan SC in May 2021. In the meantime, Defendant Grimm, Kaplan's colleague at NY Ortho, treated Claimant B for lumbar radiculopathy and provided multiple epidural steroid injections. Defendant Grimm also referred Claimant B to Defendant Weinstein for back surgery and based on fraudulent imaging by Lenox Practice, Defendant Weinstein performed lower back surgery on Claimant B in December 2020 at Lenox Hill Hospital. Defendant Castro assisted Defendant Weinstein on the back surgery.

~~117~~121. Based on Claimant B's medical and workers' compensation records, as Claimant B did not fall, dangle or sustain the injuries related to such fall as alleged, the medical services provided by the Medical Provider Defendants to Claimant B were unnecessary, excessive and/or unwarranted because the injuries, if any, were not causally related to the alleged workplace accident yet the Medical Provider Services diagnosed and treated them as if they were. And because Claimant B did not sustain the reported injuries in the first instance, upon proper examination of Claimant B and review of Claimant B's medical records, Medical Service Providers knew or should have known that the medical services provided to Claimant B were unnecessary, excessive and/or unwarranted and not causally related to the alleged workplace accident. For example, Claimant B's lumbar injections and surgeries, recommended by Defendants Grimm and Weinstein, were unnecessary and not causally related to the alleged workplace accident. Moreover, contrary to the Medical Provider Defendants stating in submitted records that these work-related injuries necessitated the treatment rendered, surveillance video of Claimant B

negate that any such injuries and treatment existed, was performed or otherwise impeding Claimant B's lifestyle notwithstanding the Defendants herein claiming otherwise.

~~118.122.~~ The Funding Defendants provided high-interest litigation funding loan to Claimant B, the proceeds of which were then redistributed to Claimant B, the Runner Defendants who recruited Claimant B, the Medical Provider Defendants who treated Claimant B, and the Legal Service Defendants who represented Claimant B in the workers' compensation and/or personal injury claims.

~~119.123.~~ The Medical Provider Defendants and/or Bangel Defendants on behalf of the Medical Provider Defendants electronically submitted fraudulent claim documents to the NY WCB for authorization and payment for medical services provided to Claimant B, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

~~120.124.~~ Based on such submission of fraudulent claim documents to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment directly to the Medical Provider Defendants.

~~121.125.~~ Bangel Defendants electronically submitted fraudulent claim documents to the NY WCB and used the fraudulent medical records and assertions to falsely bolster and add value to Claimant B's workers' compensation claim, thereby inflating settlement value and ultimately, Bangel Defendants' financial gain from Claimant B's workers' compensation claim.

~~122.126.~~ Wingate Defendants provided by mail or by electronic service to the New York Bronx County Supreme Court and to all named parties in the personal injury lawsuit, fraudulent documents containing false assertions regarding Claimant B's construction accident, the existence of and the extent of Claimant B's injuries, and the necessity of medical treatment that

Claimant B received in connection with the construction accident, in order to falsely bolster and add value to Claimant B's personal injury lawsuit, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from Claimant B's personal injury lawsuit.

~~123.127.~~ 123.127. Wingate Defendants provided by mail or by electronic service to defense counsel medical authorizations and HIPAA releases signed by Claimant B for the release of Claimant B's medical records that Wingate Defendants knew or reasonably should have known were false.

iii. Claimant C

~~124.128.~~ 124.128. Claimant C was allegedly injured on November 20, 2018, while working on a construction project in New York. Notwithstanding Claimant C was working on a ramp and his co-worker was also on the ramp operating a forklift to move a dumpster. The dumpster reportedly slid, and Claimant C's body was stuck between the dumpster and a wall.

~~125.129.~~ 125.129. Claimant C was transported to the hospital at approximately 11p.m. and underwent a left-hand x-ray along with CTs of his chest, abdomen, and cervical, thoracic and lumbar spine. The imaging revealed no evidence of acute fractures and the cervical CT scan revealed no swelling in the surrounding soft tissue and no disc herniations. Importantly, Claimant C made no complaints of shoulder or neck pain and denied loss of consciousness. The only notable injury was a laceration of the left index finger. Upon examination, Claimant C was discharged home.

~~126.130.~~ 126.130. Claimant C retained Wingate Firm and Wingate Defendants directed the aggressive and unnecessary medical treatment of Claimant C and filed a lawsuit on behalf of Claimant C alleging personal injuries and damages stemming from negligence at the construction site.

~~127.131.~~ Claimant C also retained Bangel Firm as counsel in Claimant C's workers' compensation claim before the NY WCB.

~~128.132.~~ Thereafter, under the direction of the Legal Service Defendants and the care of the Medical Provider Defendants, Defendant Merola falsely diagnosed Claimant C with herniation at C4-C5 and performed a spinal fusion and C4-5 arthrodesis corpectomy. Defendant Isaac falsely diagnosed Claimant C with a left shoulder tear and performed shoulder surgery. Another provider falsely attributed Claimant C's injuries as causally related to the alleged workplace accident and performed spinal injection (March 2019), nerve block (September 2019), and lumbar epidurogram (November 2019). In the meantime, Claimant C received physical therapy and acupuncture.

~~129.133.~~ Based on Claimant C's medical and workers' compensation records, as Claimant C's only notable acute injury was a finger laceration, the medical services provided by the Medical Provider Defendants to Claimant C were unnecessary, excessive and/or unwarranted because the injuries, if any, were not causally related to the alleged workplace accident yet the Medical Provider Services diagnosed and treated them as if they were. And because Claimant C did not sustain the reported injuries in the first instance, upon proper examination of Claimant C and review of Claimant C's medical records, Medical Service Providers knew or should have known that the medical services provided to Claimant C were unnecessary, excessive and/or unwarranted and not causally related to the alleged workplace accident. For example, Claimant C's spinal injections and surgeries and shoulder surgery, recommended by Defendants Merola and Isaac, were unnecessary and not causally related to the alleged workplace accident because his initial reported and objective findings did not reference to alleged spinal or shoulder injuries until Defendants implemented the fraudulent treatment protocol, which in turn necessitated changes to

his account of alleged injury to justify additional procedures to various bodily regions not discernably connected to his initial account of injury.

~~130.134.~~ The Funding Defendants provided high-interest litigation funding loan to Claimant C, the proceeds of which were then redistributed to Claimant C, the Runner Defendants who recruited Claimant C, the Medical Provider Defendants who treated Claimant C, and the Legal Service Defendants who provided representation before NY WCB and the personal injury lawsuit.

~~131.135.~~ The Medical Provider Defendants and/or Bangel Defendants on behalf of the Medical Provider Defendants electronically submitted fraudulent claim documents to the NY WCB for authorization and payment for medical services provided to Claimant C, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

~~132.136.~~ Based on such submission of fraudulent claim documents to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment directly to the Medical Provider Defendants.

~~133.137.~~ Bangel Defendants electronically submitted such fraudulent claim documents to the NY WCB and used the fraudulent medical records and assertions to falsely bolster and add value to Claimant C's workers' compensation claim, thereby inflating settlement value and ultimately, Bangel Defendants' financial gain from Claimant C's workers' compensation claim.

~~134.138.~~ Wingate Defendants provided by mail or by electronic service to the New York Bronx County Supreme Court and to all named parties in the personal injury lawsuit, fraudulent documents containing false assertions regarding Claimant C's construction accident, the existence of and the extent of Claimant C's injuries, and the necessity of medical treatment that

Claimant C received in connection with the construction accident, in order to falsely bolster and add value to Claimant C's personal injury lawsuit, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from Claimant C's personal injury lawsuit.

~~135.139.~~ 139. Wingate Defendants provided by mail or by electronic service to defense counsel medical authorizations and HIPAA releases signed by Claimant C for the release of Claimant C's medical records that Wingate Defendants knew or reasonably should have known were false.

iv. Claimant D

~~136.140.~~ 140. Claimant D was allegedly injured on November 19, 2018, when he tripped and fell backwards on his head, back and right shoulder. The mechanism of Claimant D's alleged injuries is inconsistent, as their description of the alleged accident changed during the course of litigation. Claimant D reported to the emergency department that the accident allegedly occurred while carrying cement up a set of stairs at a construction project causing them to call down 10 steps but also asserted that it occurred while carrying garbage downstairs. Claimant D was wearing a construction helmet at the time.

~~137.141.~~ 141. Following the accident, Claimant D reported to the emergency department and complained of a slip and fall at work with right side back pain radiating to the right leg. Claimant D did not complain of shoulder, ankle or knee pain. A lumbar CT only revealed degenerative (not acute) disc disease at L4-L5. Claimant D was diagnosed with bilateral back pain and discharged home.

~~138.142.~~ 142. Claimant D retained Wingate Firm and Wingate Defendants directed the aggressive and unnecessary medical treatment of Claimant D and filed a lawsuit on behalf of

Claimant D alleging personal injuries and damages stemming from negligence at the construction site.

~~139.143.~~ Claimant D also retained Bangel Firm to represent him in the workers' compensation claim before the NY WCB.

~~140.144.~~ Thereafter, under the direction of the Legal Service Defendants and the care of the Medical Provider Defendants, Claimant D received various imaging services, evaluations, injections and surgeries by physicians with CitiMed Practice. Among other things, Claimant D received a lumbar steroid injection from CitiMed physician, Mark Goodstein, MD on May 21, 2019, and a second lumbar steroid injection from Dr. Goodstein one month later on June 18, 2019, both at CitiMed's surgical center, HealthPlus SC. In July 2019, another CitiMed physician, Barbara Steele, MD, performed a right shoulder arthroscopy at HealthPlus SC. Then, in June 2020, another CitiMed physician, Nazia Shah, DPM, performed a right ankle arthroscopy at HealthPlus SC.

~~141.145.~~ Based on Claimant D's medical and workers' compensation records, as Claimant D did not fall nor sustain any injuries related to such fall, the medical services provided by the Medical Provider Defendants to Claimant D were unnecessary, excessive and/or unwarranted because the injuries, if any, were not causally related to the alleged workplace accident yet the Medical Provider Services diagnosed and treated them as if they were. And because Claimant D did not sustain the reported injuries in the first instance, upon proper examination of Claimant D and review of Claimant D's medical records, Medical Service Providers knew or should have known that the medical services provided to Claimant D were unnecessary, excessive and/or unwarranted and not causally related to the alleged workplace accident. For example, Claimant D's lumbar injections and surgeries, (ankle surgery, and shoulder surgery), recommended by Doctors Goodson, Steele, and Shah, were unnecessary and not causally

related to the alleged workplace accident because his objective findings did not reference the alleged spinal, ankle, or shoulder injuries until Defendants implemented the fraudulent treatment protocol, which in turn necessitated changes to his account of the alleged injury to justify additional procedures to various bodily regions not discernably connected to his initial account of injury.

~~142.146.~~ The Funding Defendants provided high-interest litigation funding loan to Claimant D, the proceeds of which were then redistributed to Claimant D, the Runner Defendants who recruited Claimant D, the Medical Provider Defendants who treated Claimant D, and the Legal Service Defendants who represented Claimant D before NY WCB and in the personal injury lawsuit.

~~143.147.~~ The Medical Provider Defendants and/or Bangel Defendants on behalf of the Medical Provider Defendants electronically submitted fraudulent claim documents to the NY WCB for authorization and payment for medical services provided to Claimant D, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

~~144.148.~~ Based on such submission of fraudulent claim documents to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment directly to the Medical Provider Defendants.

~~145.149.~~ Bangel Defendants electronically submitted such fraudulent claim documents to the NY WCB and used the fraudulent medical records and assertions to falsely bolster and add value to Claimant D's workers' compensation claim, thereby inflating settlement value and ultimately, Bangel Defendants' financial gain from Claimant D's workers' compensation claim.

~~146.150.~~ Wingate Defendants provided by mail or by electronic service to the New York Bronx County Supreme Court and to all named parties in the personal injury lawsuit, fraudulent documents containing false assertions regarding Claimant D's construction accident, the existence of and the extent of Claimant D's injuries, and the necessity of medical treatment that Claimant D received in connection with the construction accident, in order to falsely bolster and add value to Claimant D's personal injury lawsuit, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from Claimant D's personal injury lawsuit.

~~147.151.~~ Wingate Defendants provided by mail or by electronic service to defense counsel medical authorizations and HIPAA releases signed by Claimant D for the release of Claimant D's medical records that Wingate Defendants knew or reasonably should have known were false.

v. Claimant E

~~148.152.~~ Claimant E was allegedly injured on February 26, 2021, when, while carrying a large heavy metal bin on his right shoulder, he tripped forward and fell, causing the bin to fall backwards onto his back. Claimant E reported to the hospital that they landed on their knees and hit their chin and left shoulder on the floor. Claimant E subsequently changed that story and stated that they fell from a truck.

~~149.153.~~ Initially, Claimant E went to an emergency room the evening after the alleged injury with complaints of back and neck pain, left shoulder pain and knee pain. CT scans of the head, cervical, lumbar, and thoracic spine and shoulder along with bilateral knee x-rays did not show any fractures. Importantly, chronic-appearing degenerative spondylosis was noted in the cervical spine, most prominently at C3-C4 with a large disc osteophyte complex and likely chronic

cord compression. Against medical advice, Claimant E refused further medical evaluation and left the hospital.

~~150.154.~~ Claimant E retained Wingate Firm and Wingate Defendants directed the aggressive and unnecessary medical treatment of Claimant E and filed a lawsuit on behalf of Claimant E alleging personal injuries and damages stemming from negligence at the construction site.

~~151.155.~~ Claimant E also retained Bangel Firm to represent Claimant E in his workers' compensation claim before the NY WCB.

~~152.156.~~ Thereafter, under the direction of the Legal Service Defendants and the care of the Medical Provider Defendants, Claimant E received a host of medical services from the Medical Provider Defendants, including imaging services, surgeries, acupuncture, and physical therapy. Among other things, Defendant Isaac performed left shoulder surgery in June 2021, left knee surgery in September 2021, and right knee surgery in February 2022 on Claimant E. Two and a half years following the alleged accident, Defendant Isaac provided steroid injection and recommended right shoulder surgery, noting 100% temporary impairment for Claimant E. Each of these diagnosis and treatment were presented as caused by the accident, which did not occur, and necessary when they either did not exist or were pre-existing. As the accident did not occur or the injuries pre-existed it, the Medical Provider Defendants could not have diagnosed nor treated any accident-related injury.

~~153.157.~~ Based on Claimant E's medical and workers' compensation records, the medical services provided by the Medical Provider Defendants to Claimant E were unnecessary, excessive and/or unwarranted because the injuries, if any, were not causally related to the alleged workplace accident yet the Medical Provider Services diagnosed and treated them as if they were.

And because Claimant E did not sustain the reported injuries in the first instance, upon proper examination of Claimant E and review of Claimant E's medical records, Medical Service Providers knew or should have known that the medical services provided to Claimant E were unnecessary, excessive and/or unwarranted and not causally related to the alleged workplace accident. For example, Claimant E's steroid injections and shoulder and knee surgeries, recommended by Defendant Isaac, were unnecessary and not causally related to the alleged workplace accident because the objective findings from his initial reported injuries did not show acute injuries with reference to alleged knee or shoulder injuries until Defendants implemented the fraudulent treatment protocol, which in turn necessitated changes to his account of alleged injury to justify additional procedures to various bodily regions not discernably connected to his initial account of a slip and fall.

154.158. The Funding Defendants provided high-interest litigation funding loan to Claimant E, the proceeds of which were then redistributed to Claimant E, the Runner Defendants who recruited Claimant E, the Medical Provider Defendants who treated Claimant E, and the Legal Service Defendants who represented Claimant E before the NY WCB and the personal injury lawsuit.

155.159. The Medical Provider Defendants and/or Bangel Defendants on behalf of the Medical Provider Defendants electronically submitted fraudulent claim documents to the NY WCB for authorization and payment for medical services provided to Claimant E, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

~~156.160.~~ Based on such submission of fraudulent claim documents to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment directly to the Medical Provider Defendants.

~~157.161.~~ Bangel Defendants electronically submitted such fraudulent claim documents to the NY WCB and used the fraudulent medical records and assertions to falsely bolster and add value to Claimant E's workers' compensation claim, thereby inflating settlement value and ultimately, Bangel Defendants' financial gain from Claimant E's workers' compensation claim.

~~158.162.~~ Wingate Defendants provided by mail or by electronic service to the New York Bronx County Supreme Court and to all named parties in the personal injury lawsuit, fraudulent documents containing false assertions regarding Claimant E's construction accident, the existence of and the extent of Claimant E's injuries, and the necessity of medical treatment that Claimant E received in connection with the construction accident, in order to falsely bolster and add value to Claimant E's personal injury lawsuit, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from Claimant E's personal injury lawsuit.

~~159.163.~~ Wingate Defendants provided by mail or by electronic service to defense counsel medical authorizations and HIPAA releases signed by Claimant E for the release of Claimant E's medical records that Wingate Defendants knew or reasonably should have known were false.

vi. Claimant F

~~160.164.~~ Claimant F was allegedly injured on September 30, 2021, when she claims to have fallen down a flight of stairs before hitting a water pump and landing on her side, while employed at a construction project in New York. Claimant F alleged that she was walking down a

staircase with metal bars in one hand while holding onto the stair handle with the other for support, when the wood rod from the staircase broke off, causing Claimant F to fall forward approximately ten steps.

~~161.165.~~ Upon arriving at the emergency room, Claimant F complained of bilateral shoulder pain and right knee pain. She later told an ER nurse that she had hit her head, but denied losing consciousness, and that there was pain in her neck/shoulder and mid-back. Hospital personnel completed a physical exam, and x-rays/CT scans were taken of the impacted areas. The imaging results revealed no fractures, dislocations, or abnormalities and a CT scan of Claimant F's head was unremarkable. Claimant F was released from the hospital two days later with Tylenol and Motrin.

~~162.166.~~ Video evidence obtained of the incident demonstrates that the accident was staged. Contrary to Claimant F's assertion of having metal bars in one hand, she in fact, did not as the video evidences that both hands were free and securely on the rails on both sides of the stairs. No wooden rod from the staircase broke off. Claimant F deliberately let go of railings several steps from the bottom of the staircase, propelling herself forward to manufacture the illusion of a fall.

~~163.167.~~ Upon information and belief, Claimant F is related by blood or marriage to Claimant A, who may have been her Runner Defendant.

~~164.168.~~ Claimant F retained Wingate Firm for her personal injury claim. After the firm's engagement, Wingate Defendants filed a lawsuit alleging personal injuries and damages stemming from negligence at the construction site. At which point, Wingate Defendants and directed Claimant F's aggressive and unnecessary medical treatments.

~~165.169.~~ Under the direction of the Legal Service Defendants and the care of the Medical Provider Defendants, Claimant F received a host of medical services from the Medical Provider Defendants, including imaging services, epidural injections, physical therapy, and surgery.

~~166.170.~~ Specifically, Defendant Kolb with Kolb Radiology performed MRIs of Claimant F's left and right knees and left and right shoulders at the request of Defendant Kosharsky's of BL Pain /Pain Physicians. Kolb also performed MRIs of Claimant F's cervical and lumbar spines. Impressions from the results of Kolb's MRIs were used to justify diagnoses of bursitis in Claimant F's shoulders and left knee and radiculopathy in her cervical and lumbar spines. These diagnoses led to multiple rounds of physical therapy, including extracorporeal shockwave therapy, and multiple epidural steroid injections administered by Kosharsky, culminating with surgery to Claimant F's left shoulder which was performed by Defendant Tomasello of Defendant Cross Bay Orthopedic Surgery.

~~167.171.~~ A month after the alleged accident, Defendant Golzad conducted a neurological evaluation of Claimant F and falsely reported that Claimant F fell from a ten-foot stairwell when the side rail that she was holding for support collapsed. Defendant Golzad reported further that because of the fall, Claimant F lost consciousness (despite Claimant F's denial of this fact when interviewed by emergency room personnel). Following a host of scans and evaluations, Defendant Golzad falsely diagnosed Claimant F with otolithic dysfunction and post-concussion syndrome despite there being no indications of head trauma during the entirety of her stay at the hospital.

~~168.172.~~ Based on Claimant F's medical and workers' compensation records, as Claimant F faked the accident, the medical services provided by the Medical Provider Defendants

to Claimant D were unnecessary, excessive and/or unwarranted because the injuries, if any, were not causally related to the alleged workplace accident yet the Medical Provider Services diagnosed and treated them as if they were. And because Claimant F did not sustain the reported injuries in the first instance, upon proper examination of Claimant F and review of Claimant F's medical records, Medical Service Providers knew or should have known that the medical services provided to Claimant F were unnecessary, excessive and/or unwarranted and not causally related to the alleged workplace accident.

~~169.173.~~ Upon information and belief, the Funding Defendants provided a high-interest litigation funding loan to Claimant F, the proceeds of which were then redistributed to Claimant F, the Runner Defendants who recruited Claimant F, the Medical Provider Defendants who treated Claimant F, and the Legal Service Defendants who represented Claimant F before the NY WCB and in a personal injury lawsuit.

~~170.174.~~ The Medical Provider Defendants electronically submitted fraudulent claim documents to the NY WCB for authorization and payment for medical services provided to Claimant F, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident. Such payments and associated medical expenses were directly used to falsely bolster and add value to Claimant F's general liability claim, thereby inflating the settlement value and prolonging the general liability litigation, and for the Medical Provider Defendants' financial gain.

~~171.175.~~ Based on such submission of fraudulent claim documents to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment directly to the Medical Provider Defendants.

172.176. Wingate Defendants provided by mail or by electronic service to the New York Bronx County Supreme Court and to all named parties in the personal injury lawsuit, fraudulent documents containing false assertions regarding Claimant F's construction accident, the existence of and the extent of Claimant F's injuries, and the necessity of medical treatment that Claimant F received in connection with the construction accident, in order to falsely bolster and add value to Claimant F's personal injury lawsuit, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from Claimant F's personal injury lawsuit.

177. Wingate Defendants provided by mail or by electronic service to defense counsel medical authorizations and HIPAA releases signed by Claimant F for the release of Claimant F's medical records that Wingate Defendants knew or reasonably should have known were false.

vii. Additional representative claimants

178. Plaintiffs have properly set forth the scope of Defendants' enterprise and further established the pattern by way of six specific examples, by which Defendants' sprawling scheme can be broken down into cognizable portions. Such use of exemplar claims has long been recognized as sufficient for Rule 9(b) purposes. *See, e.g., Allstate Ins. Co. v. Lyons*, 843 F.Supp.2d 358, 372-73 (E.D.N.Y. 2012) *State Farm Mut. Auto. Ins. Co. v. Grafman*, 655 F.Supp.2d 212, 227-228 (E.D.N.Y. 2009).

179. Accordingly, while Exhibit A to Plaintiffs' original complaint contained an additional 28 predicate acts by Defendants, spanning an additional seven claimants, Plaintiffs will not unnecessarily and cumulatively recapitulate how Defendants' scheme was deployed across dozens of additional claims with minor variations made to facilitate the scheme.

180. Each date of service below was followed by submission of a bill and operative report utilizing either regular mail or electronic mail, with the latter more common, sufficient to

constitute additional predicate acts, but are briefly set forth to further illustrate implementation of the scheme across additional claimants.

181. Claimant G is, upon information and belief, related to Claimants A and F. He was allegedly injured on April 3, 2019, and appeared at Elmhurst Hospital five days later, when he complained of pain to his right shoulder, neck and right-sided lower back “after falling down at work”. His x-ray was positive for mild degenerative changes of his right acromioclavicular joint, while his head CT scan was negative for acute conditions but positive for intracranial calcifications and mild intracranial atherosclerosis. While he was represented by the Wingate Firm, he was directed to providers named herein and in other actions, including Defendant Weinstein who referred him to present non-party Steven Khaimov for the predetermined suite of injections and surgical procedures. Yet another relative of Claimants A, F and G claimed similar injury but proceeded to retain nonparty Liakas Law PC; at least two other “cousins” filed questionable claims against other parties.

182. Claimant H claimed to have fallen from a 3-4 foot height on November 15, 2021, alleging various injuries yet was remarkably cleared for a safe discharge the following morning after his exam “quickly improved,” though CT imaging noted mild demineralization uncommon for his age. When Claimant H saw Defendant Merola on May 2, 2022, the C-4.0 stated that there had been no prior treatment, which is belied by his alleged conservative treatment providers, though records do not in fact identify which body parts were supposedly treated at any given time. Defendant Golzad initially stated that the claimant had returned to work, but later claimed the opposite. Regardless, Claimant H underwent, inter alia, rote epidural steroid injections, and a left knee surgery performed by nonparty Aleksandr Khaimov at CitiMed Surgery Center, owned and operate by Defendant CitiMed Practices.

183. Claimant I was allegedly injured on June 20, 2018 when she purportedly fell on a staircase; by July 3, 2018 she had retained Bangel Defendants, indicated that she was treating at CitiMed, and claimed she fell on debris on a staircase. Regardless, she retained Wingate defendants on June 22, 2018, two days after hospital CT scans were negative for any acute cervical or thoracolumbar fracture or traumatic misalignment, but positive for non-traumatic osteitis condensans ilii greater on the right side than the left, a finding later omitted from CitiMed Diagnostic's MRI report. The then-26-year old would be subjected to right knee and other surgical procedures following alleged physical therapy treatment provided by CitiMed defendants that opaquely claims active therapy was rendered without setting forth to what body parts. Claimant I's case was later transferred to Subin Law, after which she saw Scott Katzman MD in New Jersey before being subjected to an anterior cervical discectomy at C5-C6 at Katzman's surgery center in Altamonte Springs, Florida in 2021. Katzman voluntarily resigned his authorization to treat injured workers effective October 14, 2024. https://www.web.ny.gov/content/main/SubjectNos/sn046_1722.jsp , last accessed May 22, 2025.

184. Claimant J informed Elmhurst Hospital when he walked in on May 24, 2022 that he fell while carrying a bag of cement or box and fell on his right side after tripping over a plank. Unusual for not involving the Bangel Defendants though he retained Wingate Defendants by June 2, 2022, his complaints of neck, back and nose pain were unaccompanied by any obvious injuries and the then-19 year old was discharged with exercises and instructions on how to manage back pain. Directed to Defendant CitiMed by June 16, 2022, his slip and fall account now alleged that the object he had been carrying landed on his right shoulder. Following alleged physical therapy that did not document what areas of the body were allegedly receiving treatment, the teenager was sent to Defendant SCOB for a cervical epidural steroid injection on November 1, 2022 performed

by CitiMed employee Isaac Kreizman, MD. By the age of 20, Claimant J was subjected to a discogram and anterior cervical C3-4 discectomy performed by nonparty Katzman at his surgery center in New Jersey on September 19, 2023, followed by an anterior cervical C5-6 discectomy, foraminotomy and insertion of a titanium implant on January 2, 2024.

173:185. Claimant K informed Woodhull Hospital on May 6, 2021 that wood had struck his left knee and back; later narratives would vary. Imaging of both his left knee and lumbar spine were negative, though the hospital noted 18 months prior he had complained of mild right-sided back pain on and off for one year. In furtherance of its gatekeeper function, Defendant Tomasello and/or his employee at Defendant Cross Bay allegedly saw the claimant on May 12, 2021 and diagnosed him with knee pain, right shoulder pain, left shoulder pain, right knee pain and left knee pain; the bill would not be transmitted until August 13, 2021 for reasons unknown. Two weeks later on May 26, 2021 Defendant CitiMed's employee diagnosed Claimant K with sprain/strain of a) cervical spine, b) thoracic spine, c) lumbar spine, d) right shoulder, e) left shoulder, f) right hip, and g) left hip. His physical therapy notes failed to even circle areas allegedly treated, while the bills claimed treatment was somehow rendered to his entire spine, shoulders, and unspecified hip and knee. On January 6, 2022 and June 16, 2022, respectively, Claimant K underwent left knee and right shoulder surgeries, both performed by CitiMed employees at Defendant SCOB. On November 10, 2022 he underwent a cervical epidural steroid injection, and on December 18, 2022 a lumbar epidural steroid injection, both performed by a CitiMed employee at Defendant CitiMed's Atlantis Surgery Center in New Jersey.

C. Defendants' Participation in the Fraud Scheme

174:186. At all relevant times, Defendants constituted an association-in-fact enterprise and were engaged in, and the activities of which affected, interstate commerce, and each

of the Defendants participated in the operation or management of the enterprise. Each of the Defendants in turn benefited financially and professionally from their participation in the enterprise.

i. Wingate Defendants' Participation in the Fraud Scheme

~~175.187.~~ Since 2018, Wingate Firm has been involved in over 2,600 lawsuits, the majority of which involved purported construction work injuries, covered by various insurers and reinsurers, including Plaintiff Roosevelt as well as those serviced by Plaintiff Tradesman, in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~176.188.~~ Defendants Russotti, Shapiro, ~~Moses,~~ and Halperin are ~~the~~-named partners of the Wingate Firm, and as such, directed, authorized, coordinated, and controlled the conduct of the attorneys/employees of the Wingate Firm in representing Claimants in personal injury lawsuits.

~~177.189.~~ These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of the Wingate Law Firm to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, the New York State Unified Court System, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of inflating the value of claims submitted by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees

with other named defendants for their own personal benefit, (f) providing unnecessary legal services through the Wingate Law Firm, and (g) demanding and collecting payment for such legal services rendered.

~~178.190.~~ At all times relevant, Wingate Defendants directed, authorized, coordinated, and controlled the conduct engaged in by the Runner Defendants to recruit construction workers (*i.e.*, Claimants) to stage workplace accidents and/or falsely claim injuries unrelated to the alleged accidents.

~~179.191.~~ At all times relevant, Wingate Defendants represented Claimants in personal injury lawsuits and directed, authorized, coordinated, and controlled the prosecution of Claimants' lawsuits, assigning duties and responsibilities to attorneys/employees of Wingate Firm, and intentionally submitting or causing the filing of and submission of fraudulent assertions and medical documentation to various courts within the State of New York and all named parties in the personal injury lawsuit.

~~180.192.~~ Wingate Defendants referred the Claimants to Bangel Defendants for representation and prosecution of the Claimants' workers' compensation claims.

~~181.193.~~ Wingate Defendants directed the Claimants to seek medical treatment from the Medical Provider Defendants, knowing and understanding that the Medical Provider Defendants would provide the kind of false and misleading medical documentation needed for higher settlement values in exchange for continuing to funnel patients to the Medical Provider Defendants.

~~182.194.~~ Each of Wingate Defendants knowingly transmitted and received by mail, facsimile, and/or email documents that contained assertions of legitimate construction accidents,

the existence of injuries, and the necessity of medical treatment that Wingate Defendants knew or reasonably should have known were actually false.

~~183.195.~~ This unlawful conduct worked to falsely bolster and add value to the Claimants' personal injury lawsuits, thereby inflating settlement value and ultimately, Wingate Defendants' financial gain from the lawsuits.

ii. Bangel Defendants' Participation in the Fraud Scheme

~~184.196.~~ Since at least 2018, Bangel Firm has been involved in hundreds of lawsuits involving purported construction work injuries, covered by various insurers and reinsurers, including Plaintiff Roosevelt as well as those serviced by Plaintiff Tradesman, in furtherance of the Fraud Scheme.

~~185.197.~~ These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of the Bangel Law Firm to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, the New York State Workers' Compensation Board, other defendants named herein and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of inflating the value of claims submitted by all defendants named herein, (d) causing or attempting to cause himself, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for his own personal benefit, (f) providing unnecessary legal services

through the Bangel Law Firm, and (g) demanding and collecting payment for such legal services rendered.

186.198. Defendants Bangel, Cohen, and Falconetti are the named principals of Bangel Firm, and as such, directed, authorized, coordinated, and controlled the conduct of the attorneys/employees of the Bangel Firm in representing Claimants in workers' compensation claims.

187.199. At all relevant times, Bangel Defendants represented Claimants in personal workers' compensation claims and directed, authorized, coordinated, and controlled the prosecution of Claimants' claims, assigning duties and responsibilities to attorneys/employees of Bangel Firm, and intentionally submitting or causing the filing of and submission of fraudulent assertions and medical documentation to Tradesman, the NY WCB and others involved in the Claimants' workers' compensation claims.

188.200. Bangel Defendants directed the Claimants to seek medical treatment from the Medical Provider Defendants, knowing and understanding that the Medical Provider Defendants would provide fraudulent medical documentation needed for higher settlement values in exchange for continuing to funnel patients to the Medical Provider Defendants.

189.201. Based on such fraudulent medical documentation submitted to the NY WCB, payments, including payments made by or on behalf of Plaintiffs, were issued by mail and/or by ACH payment to Bangel Firm for distribution to the Claimants.

190.202. Each of Bangel Defendants knowingly transmitted and received by mail, facsimile, and/or email documents that contained assertions of legitimate construction accidents, the existence of injuries, and the necessity of medical treatment that Bangel Defendants knew or reasonably should have known were false.

~~191.203.~~ This unlawful conduct worked to falsely bolster and add value to the Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating settlement value and ultimately, Bangel Defendants' financial gain from the workers' compensation claims.

iii. Runner Defendants' Participation in the Fraud Scheme

~~192.204.~~ Upon information and belief, since at least 2018, the Runner Defendants have been involved in recruiting Claimants into staging and/or perpetuating fake construction accidents at various construction sites throughout New York.

~~193.205.~~ Upon information and belief, the Runner Defendants communicated with the Claimants, Wingate Defendants, and Bangel Defendants through telephone calls, texts, emails, and mail.

~~194.206.~~ The Runner Defendants, engaged in numerous acts in furtherance of and as a necessary step in the execution of the Fraud scheme. Among other things, the Runner Defendants referred and/or transported Claimants to Wingate Defendants so that Claimants could retain Wingate Defendants to a) direct Claimants' medical treatment from Medical Provider Defendants; b) direct Claimants to obtain high-interest funding loans from Funding Defendants; c) direct, authorize, coordinate and control the prosecution of Claimants' personal injury lawsuit; and d) refer Claimants to Bangel Defendants for representation and prosecution of the Claimants' workers' compensation claims.

~~195.207.~~ Upon information and belief, the Runner Defendants participated in meetings with Claimants and Wingate Defendants and/or Bangel Defendants in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~196.208.~~ Upon information and belief, Runner Defendants would typically be internally referred to as “investigators” or “brokers” for their roles in bringing in Claimants and facilitating the initial phases of the Fraud Scheme, though other known descriptors include “paralegal” and “client services liaison”, potentially in recognition of roles they serve in later phases of the Fraud Scheme.

~~197.209.~~ The Runner Defendants received a portion of the proceeds from the high-interest funding loans provided by the Funding Defendants.

iv. Funding Defendants’ Participation in the Fraud Scheme

~~198.210.~~ Upon information and belief, since at least 2018, the Funding Defendants have been involved in providing high-interest funding loans to Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~199.211.~~ To incentivize Claimants to attest to fraudulent accidents and injuries and to undergo unnecessary surgery and/or surgery not causally related to the alleged workplace accident, the Funding Defendants offered high-interest litigation funding loans to Claimants to be secured by the settlement payments anticipated from Claimants’ workers’ compensation claims and/or personal injury lawsuits, and paid Claimants a portion of the high-interest funding loan proceeds.

~~200.212.~~ The Funding Defendants distributed the remaining proceeds of the high-interest funding loan directly, and/or indirectly through Wingate Defendants, to the Runner Defendants, the Medical Provider Defendants, and the Legal Service Defendants.

~~201.213.~~ Upon information and belief, the Funding Defendants communicated distribution of the proceeds of the funding loan through mail, email and/or text message as well as via use of the telephone.

~~202.214.~~ Upon information and belief, the Funding Defendants have received or have the right to receive the majority of or significant part of the Claimants' portion of the settlement proceeds from Claimants' workers' compensation claims and/or personal injury lawsuits.

v. NY Ortho Defendants' Participation in the Fraud Scheme

~~203.215.~~ Since at least 2018, NY Ortho has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~204.216.~~ These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of NY Ortho to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with

other named defendants for their own personal benefit, (f) providing unnecessary medical services through NY Ortho, and (g) demanding and collecting payment for such medical services rendered.

205-217. Defendant Kaplan, as an orthopedic surgeon and a principal of NY Ortho, controlled and directed the medical services provided to Claimants by NY Ortho, including evaluating, diagnosing, and performing surgeries that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

206-218. Defendant Grimm, as a physician specializing in physical medicine and rehabilitation and pain management, and upon information and belief, a principal of NY Ortho, controlled and directed the medical services provided to Claimants by NY Ortho, evaluating and providing injections that were not medically necessary and/or not causally related to the alleged workplace accident but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

207-219. As part of the Fraud Scheme, NY Ortho Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

208-220. As part of the Fraud Scheme, NY Ortho Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

~~209~~221. _____ As part of the Fraud Scheme, NY Ortho Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

~~210~~222. _____ NY Ortho Defendants knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by Defendants Kaplan, Grimm, and/or any other employee/agent of NY Ortho Practice, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~211~~223. _____ NY Ortho Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Defendants Kaplan, Grimm and/or any other employee/agent of NY Ortho Practice provided medical and diagnostic services and received reimbursement for such services.

~~212~~224. _____ Upon information and belief, NY Ortho Defendants also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

vi. Weinstein Defendants' Participation in the Fraud Scheme

~~213~~225. _____ Since at least 2018, the Weinstein Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~214~~226. _____ These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives

through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of the Weinstein Practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through the Weinstein Practice, and (g) demanding and collecting payment for such medical services rendered.

215-227. Defendant Weinstein, as an orthopedic surgeon and a principal of Weinstein Practice, controlled and directed the medical services provided to Claimants by Weinstein Practice, including evaluating and performing surgeries that were not medically necessary, excessive, unwarranted, and/or not causally related to the alleged workplace accidents and by referring Claimants to the Medical Provider Defendants for radiological services.

216-228. Defendant Castro, as an orthopedic surgeon, controlled and directed the medical services provided to Claimants by Weinstein Practice, including evaluating and performing surgeries that were not medically necessary and/or not causally related to the alleged accidents.

217-229. As part of the Fraud Scheme, Weinstein Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

218-230. As part of the Fraud Scheme, Weinstein Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

219-231. As part of the Fraud Scheme, Weinstein Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

220-232. Weinstein Defendants knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by Weinstein, Castro, and/or any other employee/agent of Weinstein Practice, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

221-233. Weinstein Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Weinstein, Castro

and/or any other employee/agent of Weinstein Practice provided medical and diagnostic services and received reimbursement for such services.

222-234. Weinstein Defendants also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

vii. Merola's Participation in the Fraud Scheme

223-235. Since at least 2018, Defendant Merola has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

224-236. Defendant Merola, in coordination with other named defendants herein, participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of his practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause himself, other named defendants and others to collect payments that he was not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for his own personal benefit, (f) providing unnecessary medical services, and (g) demanding and collecting payment for such medical services rendered.

225-237. Merola, as an orthopedic surgeon, controlled and directed the medical services provided to Claimants, including evaluating and performing surgeries that were excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident and referring Claimants to the Medical Provider Defendants for radiological services.

226-238. As part of the Fraud Scheme, Merola intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

227-239. As part of the Fraud Scheme, Merola provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

228-240. As part of the Fraud Scheme, Merola provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants, and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

229-241. Merola knowingly profited from reimbursements for the alleged medical and diagnostic services that he rendered, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~230.242.~~ Merola also knowingly profited from the increased number of patients who were referred to him as part of the Fraud Scheme, for whom he provided medical and diagnostic services and received reimbursement for such services.

~~231.243.~~ Merola also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

viii. Kolb Defendants' Participation in the Fraud Scheme

~~232.244.~~ Since at least 2018, Kolb Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~233.245.~~ These defendants, in coordination with each other and other named defendants herein, participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of the Kolb Practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services

through the Kolb Practice, and (g) demanding and collecting payment for such medical services rendered.

234-246. Defendant Kolb, as a radiologist and a principal of Kolb Practice, controlled and directed the medical services provided to Claimants by providing radiological and imaging diagnostics and MRI reports identifying purported positive findings that are thereafter relied upon by treating providers to justify procedures irrespective of the fact that so-called “abnormal” findings are to be expected by the age of 40 and should not be the focus of treatment. Low Back Guidelines at B.2.

235-247. As part of the Fraud Scheme, Kolb Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants’ workers’ compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

236-248. As part of the Fraud Scheme, Kolb Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

237-249. As part of the Fraud Scheme, Kolb Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants’ workers’ compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

~~238:250.~~ Kolb Defendants knowingly profited from reimbursements for the alleged imaging and diagnostic services rendered by Kolb, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~239:251.~~ Kolb Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Kolb provided imaging and diagnostic services and received reimbursement for such services.

~~240:252.~~ Kolb Defendants also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

ix. Lenox Practice's Participation in the Fraud Scheme

~~241:253.~~ Since at least 2018, Lenox Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~242:254.~~ The Lenox Practice, in coordination with each other and other named defendants herein, participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of the Lenox Practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause itself,

other named defendants and others to collect payments that it was not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for its own personal benefit, (f) providing unnecessary medical services through the Lenox Practice, and (g) demanding and collecting payment for such medical services rendered.

243-255. Lenox Practice, as radiologists, controlled and directed the medical services provided to Claimants by providing radiological and imaging diagnostics and MRI reports identifying purported positive findings that are thereafter relied upon by treating providers to justify procedures irrespective of the fact that so-called “abnormal” findings are to be expected by the age of 40 and should not be the focus of treatment. Low Back Guidelines at B.2.

244-256. As part of the Fraud Scheme, Lenox Practice intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants’ workers’ compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

245-257. As part of the Fraud Scheme, Lenox Practice provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

246-258. As part of the Fraud Scheme, Lenox Practice provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants, and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value

to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

247-259. Lenox Practice knowingly profited from reimbursements for the alleged imaging and diagnostic services rendered by Lenox Practice, which were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

248-260. Lenox Practice also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom they provided imaging and diagnostic services and received reimbursement for such services.

249-261. Upon information and belief, Lenox Practice also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

x. RJ PT Practice's Participation in the Fraud Scheme

250-262. Since at least 2018, RJ PT Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

251-263. RJ PT Practice, in coordination with each other and other named defendants herein, participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of RJ PT Practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or

the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause itself, other named defendants and others to collect payments that it was not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for its own personal benefit, (f) providing unnecessary medical services through NY Ortho, and (g) demanding and collecting payment for such medical services rendered.

252:264. RJ PT Practice, as physical therapists, controlled and directed the medical services provided to Claimants by RJ PT Practice, evaluating and providing physical therapy sessions that were not medically necessary, and/or not causally related to the alleged accident.

253:265. As part of the Fraud Scheme, RJ PT Practice intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

254:266. As part of the Fraud Scheme, RJ PT Practice provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

255:267. As part of the Fraud Scheme, RJ PT Practice provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants, and/or Bangel Defendants,

knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

~~256-268.~~ RJ PT Practice knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by RJ PT Practice, that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~257-269.~~ RJ PT Practice also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom RJ PT Practice provided medical and diagnostic services and received reimbursement for such services.

~~258-270.~~ Upon information and belief, RJ PT Practice also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

xi. Cross Bay Defendants' Participation in the Fraud Scheme

~~259-271.~~ Since at least 2018, Cross Bay Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~260-272.~~ These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of Cross Bay Practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that

contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through NY Ortho, and (g) demanding and collecting payment for such medical services rendered.

261-273. Defendant Tomasello, as an orthopedic surgeon and a principal of Cross Bay Practice, controlled and directed the medical services provided to Claimants by Cross Bay Practice, including evaluating and performing surgeries that were not medically necessary and/or not causally related to the alleged accidents and referring Claimants to the Medical Provider Defendants for radiological services.

262-274. As part of the Fraud Scheme, Cross Bay Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

263-275. As part of the Fraud Scheme, Cross Bay Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

264-276. As part of the Fraud Scheme, Cross Bay Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

265-277. Cross Bay Defendants knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by Tomasello, and/or any other employee/agent of Cross Bay Practice, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

266-278. Cross Bay Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Tomasello, and/or any other employee/agent of Cross Bay Practice provided medical and diagnostic services and received reimbursement for such services.

267-279. Upon information and belief, Cross Bay Defendants also knowingly profited by receiving a portion of the proceeds of the high-interest funding loans provided by the Funding Defendants to the Claimants.

xii. NYC MNO Defendants' Participation in the Fraud Scheme

268-280. Since at least 2018, NYC MNO Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

269-281. These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives

through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of NYC MNO to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through NYC MNO, and (g) demanding and collecting payment for such medical services rendered.

270-282. Defendant Golzad, as a neurologist and a principal of NYC MNO Practice, controlled and directed the medical services provided to Claimants by NYC MNO Practice, including evaluating and providing therapies that were not medically necessary, and/or not causally related to the alleged accidents.

271-283. As part of the Fraud Scheme, NYC MNO Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

272-284. As part of the Fraud Scheme, NYC MNO Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

273-285. As part of the Fraud Scheme, NYC MNO Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

274-286. NYC MNO Defendants knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by Golzad, and/or any other employee/agent of NYC MNO Practice, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

275-287. NYC MNO Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for Golzad, and/or any other employee/agent of NYC MNO Practice provided medical and diagnostic services and received reimbursement for such services.

276-288. Upon information and belief, NYC MNO Defendants also knowingly profited by receiving a portion of the proceeds of the high-interest funding loans provided by the Funding Defendants to the Claimants.

xiii. Hudson Defendants' Participation in the Fraud Scheme

277-289. Since at least 2018, Hudson Practice has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of the Fraud Scheme.

278-290. Defendant Isaac, as an orthopedic surgeon and a principal of Hudson Practice, controlled and directed the medical services provided to Claimants by Hudson Practice, including evaluating and performing surgeries that were not medically necessary, and/or not causally related to the alleged accidents, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

279-291. As part of the Fraud Scheme, Hudson Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

280-292. As part of the Fraud Scheme, Hudson Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

281-293. As part of the Fraud Scheme, Hudson Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants, and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster

and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

282-294. Hudson Defendants knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by Isaac, and/or any other employee/agent of Hudson Practice, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

283-295. Hudson Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Isaac, and/or any other employee/agent of Hudson Practice provided medical and diagnostic services and received reimbursement for such services.

284-296. Upon information and belief, Hudson Defendants also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

xiv. CitiMed Defendants' Participation in the Fraud Scheme

285-297. Since at least 2018, CitiMed Defendants have been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

286-298. The CitiMed Defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of the CitiMed Practice to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman,

attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through CitiMed Practice, and (g) demanding and collecting payment for such medical services rendered.

287-299. CitiMed Practice provides a variety of medical services, including diagnostic, imaging, neurological evaluations and treatment, physical therapy, orthopedic surgery, and pain management. As such, CitiMed Practice controlled and directed the medical services provided to Claimants by the physicians associated with and/or employed by CitiMed Practice, including a) evaluating and performing surgeries that were not medically necessary and/or not causally related to the alleged accidents; b) evaluating and providing injections that were not medically necessary and/or not causally related to the alleged accidents; and c) providing radiological and imaging diagnostics and MRI reports identifying purported positive findings that are thereafter relied upon by treating providers to justify procedures irrespective of the fact that so-called "abnormal" findings are to be expected by the age of 40 and should not be the focus of treatment. Low Back Guidelines at B.2.

288-300. CitiMed Practice also operates several ambulatory surgical centers, including Defendants SCOB and HealthPlus SC, which have a statutory duty, *inter alia*, to ensure

that all surgical procedures are performed in accordance with current standards of professional practice and that there are reviews of the appropriateness and necessity of procedures performed. *See* New York Code of Rules and Regulations, Title 10, Part 755.3(b) and 755.9.

289.301. SCOB and HealthPlus SC, as ambulatory surgical centers, controlled and directed their facility where they contributed resources to other Medical Provider Defendants who they knew or should have known provided treatment to Claimants, including performing surgeries that were not medically necessary and/or not causally related to the alleged accidents, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

290.302. As part of the Fraud Scheme, CitiMed Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

291.303. As part of the Fraud Scheme, CitiMed Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Medical Service Providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

292.304. As part of the Fraud Scheme, CitiMed Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

293.305. CitiMed Defendants knowingly profited from reimbursements for the alleged medical services rendered, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

294.306. CitiMed Defendants also knowingly profited from the increased number of patients who were referred to CitiMed Defendants and/or treated at CitiMed Defendants' surgery centers as part of the Fraud Scheme, for whom they provided medical services and received reimbursement for such services.

295.307. Upon information and belief, CitiMed Defendants also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by the Funding Defendants to the Claimants.

xv. Pain Defendants' Participation in the Fraud Scheme

296.308. Since at least 2018, BL Pain and Pain Physicians have been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

297.309. These defendants, individually and in coordination with each other and other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of BL Pain and Pain Physicians to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the

diagnosis and medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through BL Pain and Pain Physicians, and (g) demanding and collecting payment for such medical services rendered.

298.310. Defendant Reyfman, as an anesthesiologist and interventional pain management and a principal of BL Pain and Pain Physicians, controlled and directed the medical services provided to Claimants by BL Pain and Pain Physicians, including evaluating, diagnosing and serially providing epidural steroid injections that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

299.311. Defendant Kosharsky, as an anesthesiologist and interventional pain management and a principal of BL Pain and Pain Physicians, controlled and directed the medical services provided to Claimants by BL Pain and Pain Physicians, including evaluating, diagnosing, and serially providing epidural steroid injections that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

300.312. As part of the Fraud Scheme, Pain Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims

for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

301.313. As part of the Fraud Scheme, Pain Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to other medical service providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

302.314. As part of the Fraud Scheme, Pain Defendants provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

303.315. Pain Defendants knowingly profited from reimbursements for the alleged medical and diagnostic services rendered by Reyfman, Kosharsky, and/or any other employee/agent of BL Pain and/or Pain Physicians, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

304.316. Pain Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Reyfman, Kosharsky, and/or any other employee/agent of BL Pain and/or Pain Physicians provided medical and diagnostic services and received reimbursement for such services.

305.317. Upon information and belief, Pain Defendants also knowingly profited by receiving a portion of the proceeds of high-interest funding loans provided by Funding Defendants to the Claimants.

xvi. NQSC's Participation in the Fraud Scheme

306.318. Since at least 2018, NQSC has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

307.319. NQSC, in coordination with other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of NQSC to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through NQSC, and (g) demanding and collecting payment for such medical services rendered.

308.320. NQSC is an ambulatory surgical center with a statutory duty, *inter alia*, to ensure that all surgical procedures are performed in accordance with current standards of

professional practice and that there are reviews of the appropriateness and necessity of procedures performed. *See* New York Code of Rules and Regulations, Title 10, Part 755.3(b) and 755.9.

309.321. NQSC, as an ambulatory surgical center, controlled and directed its facility where it contributed resources to other medical service providers who it knew or should have known provided treatment to Claimants, including performing surgeries that were not medically necessary, and/or not causally related to the alleged accidents, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

310.322. As part of the Fraud Scheme, NQSC intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

311.323. As part of the Fraud Scheme, NQSC provided fraudulent medical documentation by mail, facsimile, and/or email to Medical Provider Defendants knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

312.324. As part of the Fraud Scheme, NQSC provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

~~313.325.~~ NQSC knowingly profited from reimbursements for the alleged medical services rendered, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~314.326.~~ NQSC also knowingly profited from the increased number of patients who were treated there as part of the Fraud Scheme, for whom they provided medical services and received reimbursement for such services.

xvii. S5A's Participation in the Fraud Scheme

~~315.327.~~ Since at least 2018, S5A has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~316.328.~~ S5A, in coordination with other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of S5A to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein, (d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical

services through S5A, and (g) demanding and collecting payment for such medical services rendered.

317:329. S5A is an ambulatory surgical center with a statutory duty, *inter alia*, to ensure that all surgical procedures are performed in accordance with current standards of professional practice and that there are reviews of the appropriateness and necessity of procedures performed. *See* New York Code of Rules and Regulations, Title 10, Part 755.3(b) and 755.9.

318:330. S5A, as an ambulatory surgical center, controlled and directed its facility where it contributed resources to other medical service providers who it knew or should have known provided treatment to Claimants, including performing surgeries that were not medically necessary and/or not causally related to the alleged accidents, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

319:331. As part of the Fraud Scheme, S5A intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

320:332. As part of the Fraud Scheme, S5A provided fraudulent medical documentation by mail, facsimile, and/or email to Medical Provider Defendants knowing that the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

321:333. As part of the Fraud Scheme, S5A provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants and/or Bangel Defendants,

knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

~~322-334.~~ 322-334. S5A knowingly profited from reimbursements for the alleged medical services rendered, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~323-335.~~ 323-335. S5A also knowingly profited from the increased number of patients who were treated there as part of the Fraud Scheme, for whom they provided medical services and received reimbursement for such services.

xviii. Manhattan SC's Participation in the Fraud Scheme

~~324-336.~~ 324-336. Since at least 2018, Manhattan SC has been involved in the medical treatment of numerous Claimants involving purported construction work injuries in furtherance of and as a necessary step in the execution of the Fraud Scheme.

~~325-337.~~ 325-337. Manhattan SC, in coordination with other named defendants herein participated in the Fraud Scheme and furthered the objectives through the prosecution of the claims identified herein, as demonstrated, and others by (a) exerting control over the operation and management of Manhattan SC to achieve these objectives, (b) intentionally submitting or causing the submission of claims and documentation to Tradesman, attorneys, New York State Workers' Compensation Board, other named defendants and others that contained materially false information about the cause and extent of injuries sustained, the treatment needed as a result and/or the eligibility of benefits, (c) coordinating the medical treatment of the claimants described herein with other named defendants for the purpose of submitting claims by all defendants named herein,

(d) causing or attempting to cause themselves, other named defendants and others to collect payments that they were not lawfully entitled to collect, (e) unlawfully splitting or agreeing to unlawfully split professional fees with other named defendants for their own personal benefit, (f) providing unnecessary medical services through Manhattan SC, and (g) demanding and collecting payment for such medical services rendered.

326.338. Manhattan SC is an ambulatory surgical center with a statutory duty, *inter alia*, to ensure that all surgical procedures are performed in accordance with current standards of professional practice and that there are reviews of the appropriateness and necessity of procedures performed. *See* New York Code of Rules and Regulations, Title 10, Part 755.3(b) and 755.9.

327.339. Manhattan SC, as an ambulatory surgical center, medical service providers Provider Defendants who it knew or should have known provided treatment to Claimants, including performing surgeries that were not medically necessary, and/or not causally related to the alleged accidents, but were performed pursuant to the fraudulent treatment protocol and Fraud Scheme.

328.340. As part of the Fraud Scheme, Manhattan SC intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile, and/or email to Tradesman, the NY WCB, and others involved in the Claimants' workers' compensation claims for authorization and to seek reimbursement for medical services that were unnecessary, excessive, unwarranted and/or costly and not causally related to the alleged workplace accident.

329.341. As part of the Fraud Scheme, Manhattan SC provided fraudulent medical documentation by mail, facsimile, and/or email to Medical Service Providers knowing that the fraudulent medical documentation would be used or relied upon to render additional medical

services that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident.

330-342. As part of the Fraud Scheme, Manhattan SC provided fraudulent medical documentation by mail, facsimile, and/or email to Wingate Defendants, and/or Bangel Defendants, knowing that the fraudulent medical documentation would be used to falsely bolster and add value to Claimants' workers' compensation claims and personal injury lawsuits, thereby inflating the settlement value of such claims and lawsuits.

331-343. Manhattan SC knowingly profited from reimbursements for the alleged medical services rendered, that were unnecessary, excessive, unwarranted, and/or costly and not causally related to the alleged workplace accident but were rendered in furtherance of and as a necessary step in the execution of the Fraud Scheme.

332-344. Manhattan SC also knowingly profited from the increased number of patients who were treated there as part of the Fraud Scheme, for whom they provided medical services and received reimbursement for such services.

D. Defendants' Pattern of Racketeering Activity

333-345. The pattern of racketeering engaged in by Defendants involving a scheme to defraud and steal from Plaintiffs and others, began on or before 2018, and continues to the present day (and will continue into the future unless stopped), and includes among others the following specific predicate acts:

i. Claimant A

1. As stated above, (Section III.B.i), many of the medical services provided to Claimant A were unnecessary, excessive, unwarranted, and/or not causally related to the alleged workplace accident, as the Claimant's only discernable injury at the emergency room

was a one-centimeter laceration to the middle finger on his right hand. Despite this relatively minor injury, Medical Provider Defendants subjected Claimant A to the standard protocol suite of services from imaging studies to injections, to surgeries, despite the minimal attention paid to the single body part that may have been injured to any appreciable degree. As such, each of the below medical documents, claim documents submitted to the NY WCB, and the case documents filed/provided in the personal injury action were transmitted by mail or wire, in violation of 18 U.S.C. § 1341 (mail fraud) or § 1343 (wire fraud), in furtherance of and as a necessary step in the execution of the Fraud Scheme and/or contained statements that Defendants knew or should have reasonably known were fraudulent.

2. On or about March 3, 2020, Runner Defendants recruited and/or introduced Claimant A to Legal Service Defendants who referred Claimant A to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by an injury on March 18, 2019, that occurred during the course of Claimant A's employment with a construction company. Claimant A, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and unrelated to the alleged accident for which Claimant A was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).

3. On or about September 28, 2021, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **David M. Hoffman**, or an employee/agent of **Wingate Firm**, at the direction of David M. Hoffman and/or **Wingate Partners**, caused to be mailed a Third Supplemental Verified Bill of Particulars

executed on September 3, 2021 falsely attesting to the circumstances surrounding the construction accident, the existence and/or extent of Claimant A's injuries, and the necessity of Claimant A's medical treatment.

4. On or about December 26, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **David J. Bangel**, or an employee/agent of **Bangel Firm**, at the direction of David J. Bangel and/or **Bangel Partners**, caused to be transmitted by mail, facsimile, or email to NY WCB Form OC-400 Notice executed on December 23, 2019, substituting Bangel Firm as counsel for Claimant A.

5. On or about March 5, 2021, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Defendant Bangel Partners**, or an employee/agent of **Bangel Firm**, at the direction of Bangel Partners, caused to be transmitted by facsimile a WCB Form OC-400 Notice fee application to NY WCB falsely attesting to the construction accident, the existence and/or extent of Claimant A's injuries, and the necessity of Claimant A's medical treatment, and requesting over \$40,000.00 in attorney's fees.

6. On or about March 5, 2021, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee/agent of the **Bangel Firm**, at the direction of Bangel Partners, caused to be transmitted by facsimile a Section 32 WCL Settlement Agreement falsely attesting to the construction accident, the existence and/or extent of Claimant A's injuries, and the necessity of Claimant A's medical treatment, resulting in a settlement amount in excess of \$300,000.00.

7. On or about October 30, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Kaplan**, or an employee/agent of **NY Ortho**, at the direction of Kaplan, caused a C-4 Form

Doctor's Initial Report executed on October 10, 2019, relaying the results of Claimant A's October 1, 2019 examination, to be transmitted by facsimile to the NY WCB. According to Kaplan's Initial Report, during examination Claimant A advised that he was under the care of Defendant Weinstein and had recently undergone left shoulder surgery as a result of a work-related accident on March 18, 2019, after being struck by a jack and construction debris that fell on his neck and back, forcing him to the floor. This statement is wholly inconsistent with the account given to emergency room personnel, and Kaplan noted in his report that the examination had occurred without the benefit of Claimant A's medical records. Imaging was taken of Claimant A's right hand (the only body part treated at the emergency room) the impressions of which suggested a non-displaced fracture of the index and long finger. Kaplan assessed Claimant A with multiple traumas and advised that he follow up with Defendant Weinstein. Kaplan also requested that Claimant A gather his medical records so that they could be reviewed. Upon information and belief, Kaplan caused his Doctor's Initial Report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

8. On or about November 22, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Kaplan**, or an employee/agent of **NY Ortho**, at the direction of Kaplan, caused a C-4.2 Form Doctor's Progress Note executed on November 15, 2019, relaying the results of Claimant A's November 12, 2019 examination, to be transmitted by facsimile to the NY WCB. According to Kaplan's Progress Note, Claimant A was assessed with internal derangement of the right knee, internal derangement of the bilateral shoulders, multi-ligament tear/partial meniscal tear in the left knee, post-traumatic lumbar pain and post-traumatic cervical pain after Kaplan reviewed MRIs

taken in April by Defendant Kolb Radiology of Claimant A's bilateral shoulders, neck, and lower back. Kaplan administered a steroid shot to Claimant A's right shoulder and transcribed a note to his physical therapist recommending adjustments to his treatment regimen (that range of motion exercises be substituted for electrical stimulation). Kaplan also noted that Claimant A was seeing an orthopedic spine surgeon. There is no mention of Claimant A's emergency room records, a review of which was critical to a determination that the injuries were work-related and that the treatments that were being prescribed were medically necessary and causally related thereto. The injection to Claimant A's right shoulder was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room records, which were available to Kaplan, had he made a concerted effort to obtain the same, such that Kaplan knew or should have known that injections and additional physical therapy were unnecessary, and/or not causally related to the alleged accident. However, Kaplan administered the injection and provided the recommendations to increase the medical services for which NY Ortho received/would receive a reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Kaplan caused his Progress Note to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

9. On or about December 13, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Grimm**, or an employee/agent of **NY Ortho**, at the direction of Grimm, caused to be transmitted by facsimile to the NY WCB a C-4.2 Form Doctor's Progress Note dated December 10, 2019 noting his treatment of Claimant A with cervical epidural steroid injection with diagnostic

epidurography on November 25, 2019. The injection administered by Grimm was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room records, which were available to Grimm, such that Grimm knew or should have known that injections were unnecessary and/or not causally related to the alleged accident. However, Grimm administered the injection to increase the medical services for which NY Ortho received/would receive reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Grimm caused his Progress Note to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

10. On or about January 9, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Manhattan SC** or an employee/agent of Manhattan SC, caused to be transmitted by mail, facsimile, or email to the NY WCB a report and bill pertaining to Claimant A's November 25, 2019 cervical epidural steroid injection and epidurogram performed by Defendant Grimm. The injection administered by Grimm was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room records, which were available to Grimm, such that Grimm knew or should have known that injections and physical therapy were unnecessary and/or not causally related to the alleged accident. However, Manhattan SC extended its facilities for Grimm/NY Ortho's use, to increase the medical services for which Manhattan SC received/would receive reimbursement and to increase the settlement value of claimant's workers' compensation and personal injury claims. Upon information and belief, Manhattan SC caused the report and bill to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel

Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

11. On or about January 14, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Grimm**, or an employee/agent of **NY Ortho**, at the direction of Grimm, caused to be transmitted by facsimile to the NY WCB a C-4.2 Form Doctor's Progress Note executed January 10, 2020, noting his treatment of Claimant A with lumbar epidural steroid injection with diagnostic epidurography on December 5, 2019. The injection administered by Grimm was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room records, which were available to Grimm, such that Grimm knew or should have known that steroid shots were unnecessary and/or not causally related to the alleged accident. However, Grimm administered the injection to increase the medical services for which NY Ortho received/would receive reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Grimm caused his Progress Note to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

12. On or about January 14, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Manhattan SC**, or an employee/agent of Manhattan SC, caused to be transmitted by mail, facsimile, or email to the NY WCB a report and bill pertaining to Claimant A's December 5, 2019 lumbar epidural steroid injection and epidurogram performed by Defendant Grimm. The injection administered by Grimm was not supported by the alleged accident as initially described

and reported by Claimant A in the emergency room records, which were available to Grimm, such that Grimm knew or should have known that injections were unnecessary, and/or not causally related to the alleged accident. However, Manhattan SC extended its facilities for Grimm/NY Ortho's use, to increase the medical services for which Manhattan SC received/would receive a reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Manhattan SC caused the report and bill to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

13. On or about March 16, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Golzad**, or an employee/agent of **NYC MNO**, at the direction of Golzad, caused to be transmitted by facsimile to the NY WCB a report of his initial examination of Claimant A on February 26, 2020 in which he falsely noted suspected traumatic brain injury and post-concussion syndrome and recommended brain MRIs, a formal neuropsychological evaluation and neurovestibular evaluation. Although Claimant A had previously denied loss of consciousness, Golzad's report falsely noted that Claimant A had a brief episode of alteration of the state of consciousness and confusion at the scene. Golzad's examination was unnecessary and/or not causally related to the alleged accident because the emergency room records documented that Claimant A's only discernible injury was a laceration to the middle finger on his right hand. The emergency room records were available to Golzad, such that Golzad knew or should have known that his services were unnecessary and/or not causally related to the alleged accident. However, Golzad performed the examination to increase the medical services for which NYC MNO received/would receive

reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

14. On or about June 1, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Golzad**, or an employee/agent of **NYC MNO**, at the direction of Golzad, caused to be transmitted by facsimile to the NY WCB a report of his examination of Claimant A on May 19, 2020, in which he falsely noted traumatic brain injury with post-concussion syndrome and recommended brain MRIs. Golzad's conclusions were not supported by the alleged accident as reported in emergency room records which documented that Claimant A's only discernible injury was a laceration to the middle finger on his right hand. The emergency room records were available to Golzad, such that Golzad knew or should have known that brain MRIs were unnecessary and/or not causally related to the alleged accident. However, Golzad requested the brain MRIs to increase the medical services for which NYC MNO received/would receive reimbursement and to increase the settlement value of claimant's workers' compensation and personal injury claims. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

15. On or about June 14, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Weinstein**, or an employee/agent of **Weinstein Practice** at the direction of Weinstein, caused to be transmitted

by facsimile to the NY WCB a claim form and report of Claimant A's May 20, 2019, examination in which he falsely diagnosed Claimant A with cervical radiculopathy and left shoulder internal derangement. The purported findings were not supported by the alleged accident as reported in emergency room records which documented that Claimant A's only discernible injury was a laceration to the middle finger on his right hand. The emergency room records were available to Weinstein, such that Weinstein knew or should have known that the diagnoses were unnecessary and/or not causally related to the alleged accident. However, Weinstein made the diagnosis to increase the medical services for which Weinstein Practice received/would receive a reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Weinstein caused his claim form and report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

16. On or about September 10, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Weinstein**, or an employee/agent of **Weinstein Practice** at the direction of Weinstein, caused to be transmitted by mail, facsimile, or email to the NY WCB a claim form for left shoulder surgery performed on Claimant A at **New York Surgery Center Queens** on August 22, 2019. The surgery was unnecessary and/or not causally related to the alleged accident, as initially described in Claimant A's emergency room records, which noted observations of emergency room personnel who performed a physical exam and reported that Claimant A's left shoulder exhibited normal strength and range of motion, with no tenderness, swelling, deformity or crepitus. The emergency room records were available to Weinstein, such that Weinstein knew

or should have known that the procedure was unnecessary and/or not causally related to the alleged accident. And further unnecessary as there was no evidence of any prior failure of conservative treatment. However, Weinstein performed Claimant A's shoulder surgery to increase the medical services for which Weinstein Practice and/or New York Surgery Center Queens received/would receive reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Weinstein caused his claim form to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

17. On or about February 11, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Weinstein**, or an employee/agent of **Weinstein Practice** at the direction of Weinstein, caused to be transmitted by facsimile to the NY WCB a report of his examination of Claimant A on January 29, 2020, in which he falsely diagnosed Claimant A with right shoulder internal derangement/impingement/rotator cuff tear. The purported findings were not supported by the alleged accident as reported in emergency room records as Claimant A never complained of injury/pain in his right shoulder and the only discernible injury was a laceration to the middle finger on his right hand. The emergency room records were available to Weinstein, such that Weinstein knew or should have known that the diagnoses were unnecessary and/or not causally related to the alleged accident. However, Weinstein made the diagnosis to increase the medical services for which Weinstein Practice received/would receive reimbursement and to increase the settlement value of Claimant A's workers' compensation and personal injury claims. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile, or email

to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

18. On or about August 19, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **CitiMed**, or an employee/agent of CitiMed, caused to be transmitted by mail, facsimile, or email to the NY WCB a physiatry follow-up report of Claimant A's August 19, 2020 examination falsely noting cervical, thoracic and lumbar sprain/strain, bilateral shoulder sprain/strain and bilateral knee sprain/strain and recommended continued physical therapy. The report's findings and recommendations were not supported by the alleged accident as initially described and reported by Claimant A in the emergency room. CitiMed's findings were not even supported by the accident as initially reported by Claimant A, himself, when he advised that he was stripping material, when a post fell on top of him injuring his left shoulder and left knee, at an intake with CitiMed personnel on July 15, 2019. Nevertheless, CitiMed reported recommendations to increase the services for which CitiMed received/would receive reimbursement and to increase Claimant A's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed caused this report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

19. On or about May 5, 2021, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed**, or an employee/agent of CitiMed, caused to be transmitted by mail, facsimile, or email to the NY

WCB a physiatry follow-up report of Claimant A's May 5, 2021 examination falsely noting cervical, thoracic and lumbar sprain/strain, bilateral shoulder sprain/strain and bilateral knee sprain/strain and recommended continued physical therapy. The report's findings and recommendations were not supported by the alleged accident as initially described and reported by Claimant A in the emergency room. CitiMed's findings were not even supported by the accident as initially reported by Claimant A, himself, when he advised that he was stripping material, when a post fell on top of him injuring his left shoulder and left knee, at an intake with CitiMed personnel on July 15, 2019. Nevertheless, CitiMed reported recommendations to increase the services for which CitiMed received/would receive reimbursement and to increase Claimant A's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed caused this report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

20. On or about May 9, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Kosharsky**, or an employee/agent of **BL Pain** and/or **Pain Physicians**, at the direction of Kosharsky and/or Reyfman, caused to be transmitted by mail, facsimile, or email to the NY WCB a C-4 Initial Report of Claimant A's May 9, 2019 examination during which Kosharsky diagnosed Claimant A with lumbar disc displacement, cervical disc displacement and pain in the left shoulder. After completing the examination and reviewing Claimant A's medical records, which included the imaging results taken by Defendant Kolb, Kosharsky administered an epidural steroid injection and epidurogram at C7-T1. The evaluation and recommendation of a cervical epidural steroid injection was not supported by the alleged accident as stated in the emergency room records

which documented that Claimant A's only discernible injury was a laceration to the middle finger on his right hand. Claimant A's emergency room records were available to Kosharskyy, such that Kosharskyy knew or should have known that the injection was unnecessary and/or not causally related to the alleged accident. However, Kosharskyy administered the injection to increase the medical services for which BL Pain and/or Pain Physicians received/would receive reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value for Claimant A. Upon information and belief, Kosharskyy caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

21. On or about October 24, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Kosharskyy**, or an employee/agent of **BL Pain and/or Pain Physicians**, at the direction of Kosharskyy and/or Reyfman, caused to be transmitted by mail, facsimile, or email to the NY WCB a C-4.2 Progress Report of Claimant A's October 24, 2019 examination during which Kosharskyy diagnosed Claimant A with lumbar disc displacement, cervical disc displacement bursitis of the left shoulder, and muscle spasms. After completing the examination and reviewing Claimant A's medical records, which included the imaging results taken by Defendant Kolb, Kosharskyy administered an epidural steroid injection and epidurogram at L5-S1. The evaluation and recommendation of a lumbar epidural steroid injection was not supported by the alleged accident as stated in the emergency room records which documented that Claimant A's only discernible injury was a laceration to the middle finger on his right hand. Claimant A's emergency room records were available to Kosharskyy, such that Kosharskyy knew or should have known

that the injection was unnecessary and/or not causally related to the alleged accident. However, Kosharsky administered the injection to increase the medical services for which BL Pain and/or Pain Physicians received/would receive reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharsky caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

22. On or about April 16, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Kolb**, or an employee/agent of **Kolb Radiology** at the direction of Kolb, caused to be transmitted by email to the NY WCB Claimant A's MRI-shoulder report falsely noting a partial tear of the rotator cuff in Claimant A's left shoulder. Imaging of Claimant A's left shoulder was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room, such that the imaging was unnecessary and/or not causally related to the alleged accident. Moreover, the reported injury was not consistent with observations of emergency room personnel, who performed a physical exam and noted that Claimant A's left shoulder exhibited normal strength and range of motion, with no tenderness, swelling, deformity, or crepitus. However, Kolb noted purported left shoulder conditions to increase the medical services for which Kolb Radiology received/would receive reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value for Claimant A. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

23. On or about April 16, 2019, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Kolb**, or an employee/agent of **Kolb Radiology** at the direction of Kolb, caused to be transmitted by email to the NY WCB Claimant A's MRI-spine cervical report falsely noting disc herniation at C3-4 and C4-5 and disc bulges at C5-6 and C6-7. Imaging of Claimant A's cervical spine was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room, such that the imaging was unnecessary and/or not causally related to the alleged accident. Moreover, because Claimant A did not complain of any neck injuries when he presented to the emergency room, Claimant A likely did not sustain such injury, and imaging likely did not show any indication of an acute injury consistent with the accident as initially reported. However, Kolb noted purported cervical spine conditions to increase the medical services for which Kolb Radiology received/would receive reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

24. On or about June 1, 2020, in furtherance of and as a necessary step in the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Hill**, or an employee/agent of Lenox Hill, electronically signed and transmitted to Weinstein and also transmitted by email to NY WCB Claimant A's MRI-cervical spine on April 30, 2020, falsely noting disc herniation at C3-4 and C4-5 and disc bulges at C6-7 and C7-11. Imaging of Claimant A's cervical spine was not supported by the alleged accident as initially described and reported by Claimant A in the emergency room, such that the imaging was unnecessary and/or not causally

related to the alleged accident. Moreover, because Claimant A did not complain of any neck injuries when he presented to the emergency room, Claimant A likely did not sustain such injury, and imaging likely did not show any indication of an acute injury consistent with the accident as initially reported. However, Lenox Hill noted purported cervical spine conditions to increase the medical services for which Lenox Hill received/would receive reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Lenox Hill caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant A's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step in the execution of the scheme to defraud.

ii. Claimant B

1. As stated above, (Section III.B.ii), many of the medical services provided to Claimant B were unnecessary, excessive, and/or not warranted and were not causally related to the alleged workplace accident because he was seen hitting his knee, yet Medical Provider Defendants claimed that he was given treatments to his lumber spine and left shoulder. As such, each of the below medical documents, claim documents submitted to the NY WCB, and the case documents filed/provided in the personal injury action were transmitted by mail or wire, in violation of 18 U.S.C. § 1341 (mail fraud) or § 1343 (wire fraud), in furtherance of and as a necessary step for the execution of the Fraud Scheme and/or contained statements that Defendants knew or should have reasonably known were fraudulent:

2. On or about September 16, 2019, **Runner Defendants** recruited and/or introduced Claimant B to Wingate Defendants who together with Bangel Defendants referred Claimant B to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of

Claimant B's employment with a construction company. Claimant B, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant B was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails, and use of the mail, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).

3. On or about April 22, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail, facsimile, or email to defense counsel HIPAA authorization for the release of Claimant B's fraudulent medical records.

4. On or about July 22, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail, facsimile, or email to defense counsel a Sixth Supplemental Verified Bill of Particulars attesting falsely to the construction accident, the existence and/or extent of Claimant B's injuries, and the necessity of Claimant B's medical treatment, and attaching a copy of Kaplan's July 6, 2022, operative report of Claimant B's right knee surgery.

5. On or about November 14, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of **Bangel Partners**, caused to be transmitted by mail, facsimile, or email to NY WCB a Request for Further Action requesting that Claimant B's claim be established by the Board based on Claimant B's fraudulent accident/injury.

6. On or about May 7, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by mail, facsimile, or email to NY WCB a Request for Further Action concerning Claimant B's alleged neck injury.

7. On or about June 12, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kaplan** caused a C-4.2 Form Doctor's Progress Note regarding Claimant B June 5, 2020, examination to be transmitted to the NY WCB falsely noting symptomatic meniscal tear of the right knee. Upon information and belief, Kaplan caused his Progress Note to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

8. On or about July 17, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kaplan** caused to be transmitted to the NY WCB C-4.2 Progress Report with the operative report of Claimant B's June 17, 2020, right knee surgery. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided in order to increase the medical services for which NY Ortho Defendants received reimbursement and to increase Claimant B's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kaplan caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

9. On or about July 17, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Manhattan SC** caused to be transmitted by mail, facsimile, or email to the NY WCB a report pertaining to Claimant B's June 17, 2020 right knee

surgery performed by Kaplan. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided in order to increase the medical services for which Pain Defendants and Manhattan SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Manhattan SC caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

10. On or about July 6, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kaplan** caused to be transmitted by mail, facsimile, or email to the NY WCB a report of Claimant B's July 6, 2022, right knee surgery. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which Pain Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kaplan caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

11. On or about July 6, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Manhattan SC** caused to be transmitted by mail, facsimile, or email to the NY WCB a report on Claimant B's July 6, 2022 right knee surgery performed by Kaplan. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which Pain Defendants and Manhattan SC received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Manhattan SC caused the

report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

12. On or about November 25, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Grimm** caused a C-4 Form Initial Report regarding Claimant B's November 12, 2019, examination to be transmitted to the NY WCB falsely noting lumbar radiculopathy and recommending epidural injections. The recommended medical services were unnecessary and/or were not causally related to the alleged accident but were recommended and subsequently provided to increase the medical services for which NY Ortho Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Grimm caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

13. On or about February 24, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Grimm** caused to be transmitted to the NY WCB a C-4.2 Form Doctor's Progress Note dated February 4, 2020, noting his treatment of Claimant B on December 2, 2019 with lumbar epidural steroid injection with diagnostic epidurography. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which NY Ortho Defendants received reimbursement and to increase Claimant B's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Grimm caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

14. On or about September 2, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** caused to be transmitted by mail, facsimile, or email to the NY WCB a claim form and report of his September 2, 2020 examination of Claimant B in which he falsely diagnosed Claimant B with lumbar radiculopathy and spondylolisthesis. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

15. On or about December 17, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** caused to be transmitted by mail, facsimile, or email to the NY WCB an operative report of Claimant B's spinal fusion. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which Weinstein Defendants received reimbursement and to increase Claimant B's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

16. On or about September 9, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Hill** transmitted to NY WCB a claim form and report, a copy of which was also transmitted to Weinstein, of Claimant B's MRI-lumbar spine on September 3, 2020 falsely noting disc herniation and disc bulging. Upon information and belief, Lenox Hill caused the report to be transmitted by mail, facsimile, or email to Wingate Partners,

and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

17. On or about September 9, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Hill** transmitted to NY WCB a claim form and report, a copy of which was also transmitted to Weinstein, of Claimant B's CT-lumbar spine and x-ray lumbar spine on September 3, 2020, falsely noting disc herniation and disc bulging. Upon information and belief, Lenox Hill caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

18. On or about December 6, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kolb** caused to be transmitted by mail, facsimile, or email to the NY WCB Claimant B's MRI-left shoulder report falsely noting a rotator cuff tear. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant B's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

iii. Claimant C

1. As stated above, (Section III.B.iii), many of the medical services provided to Claimant C were unnecessary, excessive, and/or not warranted and were not causally related to the alleged workplace accident because his only reported objective injury was a swollen finger, yet Medical Provider Defendants claimed that he was given treatments to his spine and left shoulder. As such, each of the below medical documents, claim documents submitted to the NY WCB, and the case documents filed/provided in the personal injury action were transmitted by mail or wire, in violation of 18 U.S.C. § 1341 (mail fraud) or § 1343 (wire fraud), in furtherance

of and as a necessary step for the execution of the Fraud Scheme and/or contained statements that Defendants knew or should have reasonably known were fraudulent:

2. On or about November 20, 2018, **Runner Defendants** recruited and/or introduced Claimant C to Wingate Defendants who together with Bangel Defendants referred Claimant C to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant C's employment with a construction company. Claimant C, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant C was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails, and use of the mail, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).

3. On or about October 19, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of Wingate Firm at the direction of Wingate Partners, transmitted by mail a Verified Bill of Particulars dated October 19, 2019, falsely attesting to the construction accident, the existence and/or extent of Claimant C's injuries, and the necessity of Claimant C's medical treatment.

4. On or about October 11, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of Wingate Firm at the direction of Wingate Partners, transmitted by mail a Third Supplemental Verified Bill of Particulars dated October 11, 2021, falsely attesting to the existence and/or extent of Claimant C's injuries and the necessity of Claimant C's medical treatment.

5. On or about December 6, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be faxed to NY WCB a letter dated December 5, 2018, signed by Cohen and Form C-3 Employee Claim dated November 27, 2018, for Claimant C falsely attesting to the construction accident, the existence and/or extent of Claimant C's injuries, and the necessity of Claimant C's medical treatment.

6. On or about January 7, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be transmitted by facsimile, or email to NY WCB a request for further action by legal counsel to establish the claim, make awards and issue attorney's fees regarding Claimant C.

7. On or about March 27, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be emailed to NY WCB a fee application based on legal services rendered in connection with Claimant C's false workers' compensation claim.

8. On or about March 20, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of Bangel Firm at the direction of Bangel Partners, caused to be emailed to NY WCB a Request for Further Action seeking payment of attorneys fee to Bangel Firm based on Claimant C's claim.

9. On or about November 29, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile, email or mail to the NY WCB a physical therapy evaluation report dated November 29, 2018, for Claimant C.

The physical therapy was unnecessary and/or was not causally related to the alleged accident but was requested and provided to increase the medical services for which RJ PT Practice received reimbursement and to increase Claimant C's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

10. On or about February 11, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile to the NY WCB a report of Claimant C's January 24, 2019, re-evaluation seeking authorization for physical therapy. The physical therapy was unnecessary and/or was not causally related to the alleged accident but was requested and provided to increase the medical services for which RJ PT Practice received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

11. On or about October 9, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **RJ PT Practice**, or an employee of RJ PT Practice at the direction of RJ PT Practice, caused to be transmitted by facsimile, or email to NY WCB a report of Claimant C's September 6, 2019, physical therapy evaluation and daily therapy notes purportedly to address left shoulder pain. The physical therapy sessions by RJ PT Practice were unnecessary and/or were not causally related to the alleged accident but were provided to increase

the medical services for which RJ PT Practice received reimbursement and to increase Claimant C's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, RJ PT Practice caused the report and notes to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

12. On or about December 3, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Merola** caused a C-4 Form Doctor's Initial Report regarding his November 18, 2019, evaluation of Claimant C to be transmitted by email to the NY WCB in which he requested spinal fusion. The requested surgery was unnecessary and/or was not causally related to the alleged accident but was requested and later provided to increase the medical services for which Merola received reimbursement and to increase Claimant C's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused his report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

13. On or about November 21, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Merola** caused a report of the spinal fusion surgery he performed on Claimant C to be transmitted by mail, facsimile, or email to NY WCB. The surgery was unnecessary and/or was not causally related to the alleged accident but was provided to increase the medical services for which Merola received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused his report to be transmitted by mail, facsimile, or email to

Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

14. On or about September 2, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Merola** caused a report of the C4-5 arthrodesis, corpectomy to be transmitted by mail, facsimile, or email to NY WCB. The surgery was unnecessary and/or was not causally related to the alleged accident but was provided to increase the medical services for which Merola received reimbursement and to increase Claimant C's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Merola caused his report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

15. On or about April 11, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Isaac** caused to be transmitted by facsimile, or email to NY WCB SFTP a report of his December 5, 2018 examination of Claimant C in which he recommended new x-rays of both hands. The requested x-rays were unnecessary and/or were not causally related to the alleged accident but were requested and later provided to increase the medical services for which Hudson Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

16. On or about August 1, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Hudson Practice** caused a report of Claimant C's July 18,

2019, examination to be transmitted by facsimile to NY WCB recommending left shoulder surgery. The requested surgery was unnecessary and/or was not causally related to the alleged accident, but was requested and later provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase Claimant C's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Hudson Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

17. On or about August 1, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Hudson Practice** caused a request for authorization for left shoulder arthroscopy for Claimant C to be transmitted by facsimile to NY WCB. The requested surgery was unnecessary and/or was not causally related to the alleged accident but was requested and later provided in order to increase the medical services for which Hudson Defendants received reimbursement and to increase Claimant C's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Hudson Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

18. On or about February 25, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Practice** caused to be transmitted by email to NY WCB report of Claimant C's MRI of left ankle on February 20, 2019, falsely noting partial tears. Upon information and belief, Lenox Practice caused the report to be transmitted by mail, facsimile,

or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

19. On or about February 28, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Practice** caused to be transmitted by email to WCB SFTP reports of Claimant C's MRI of left shoulder and left knee on February 25, 2019, falsely noting tear and SLAP lesion. Upon information and belief, Lenox Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

20. On or about March 1, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Lenox Practice** caused to be transmitted by facsimile, or email to WCB SFTP reports of Claimant C's MRI of left shoulder and left knee on February 25, 2019, falsely noting tear and SLAP lesion. Upon information and belief, Lenox Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

21. On or about July 30, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** caused to be transmitted by email to the NY WCB Claimant C's MRI-cervical report falsely noting a disc herniation at C4-5 impinging upon the thecal sac and a disc bulge at C5-6. Upon information and belief, Kolb caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant C's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

iv. Claimant D

1. As stated above, (Section III.B.iv), many of the medical services provided to Claimant D were unnecessary, excessive, and/or not warranted and were not causally related to the alleged workplace accident because his reported complaints were subjective, yet Medical Provider Defendants claimed that he was given treatments to his spine, right shoulder, and right ankle. As such, each of the below medical documents, claim documents submitted to the NY WCB, and the case documents filed/provided in the personal injury action were transmitted by mail or wire, in violation of 18 U.S.C. § 1341 (mail fraud) or § 1343 (wire fraud), in furtherance of and as a necessary step for the execution of the Fraud Scheme and/or contained statements that Defendants knew or should have reasonably known were fraudulent:

2. On or about November 19, 2018, **Runner Defendants** recruited and/or introduced Claimant D to Wingate Defendants who together with Bangel Defendants referred Claimant D to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant D's employment with a construction company. Claimant D, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant D was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails, and use of the mail, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).

3. On or about July 30, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail a Verified Bill of Particulars dated July 30,

2019, falsely attesting to the construction accident, the existence and/or extent of Claimant D's injuries, and the necessity of Claimant D's medical treatment.

4. On or about June 29, 2023, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail, facsimile, or email a 4th Supplemental Verified Bill of Particulars dated June 29, 2023, falsely attesting to the existence and/or extent of Claimant D's injuries, and the necessity of Claimant D's medical treatment.

5. On or about December 4, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by facsimile to NY WCB a letter dated December 4, 2018, signed by Bangel and Form C-3 Employee Claim dated November 27, 2018, for Claimant D falsely attesting to the construction accident, the existence and/or extent of Claimant D's injuries, and the necessity of Claimant D's medical treatment.

6. On or about December 7, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP a report of initial evaluation of Claimant D by CitiMed Practice's physician Adam Abdalla on December 7, 2018, falsely noting cervical, thoracic and lumbar spine sprain/strain and right shoulder, hip, knee and ankle derangement, and referring Claimant D for physical therapy, numerous MRIs, orthopedics, pain management and podiatrist. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase Claimant D's workers' compensation claim

and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

7. On or about December 28, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP a report of physiatric initial evaluation of Claimant D by CitiMed Practice's physician Adam Abdalla on December 7, 2018, falsely noting cervical, thoracic and lumbar spine sprain/strain and right shoulder, knee and ankle derangement, falsely attributing the alleged findings to the purported incident and referring Claimant D for physical therapy, numerous MRIs, orthopedics, pain management, and podiatrist. The medical services were unnecessary and/or were not causally related to the alleged accident and initially claimed right leg injury, but were provided to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

8. On or about December 12, 2018, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB a report of Claimant D's December 12, 2018, orthopedic consultation by

CitiMed Practice's physician Barbara Steele falsely noting that the right shoulder, right knee, cervical spine, and lumbar spine conditions are related to the alleged workplace accident. The medical services were unnecessary, and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

9. On or about February 6, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP a report of Claimant D's December 18, 2018 MRIs of lumbar and thoracic spine falsely noting disc bulges with herniation and T7-T8 herniation with regional root encroachment. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

10. On or about March 18, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of CitiMed

Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB a report of Claimant D's March 18, 2019, examination by CitiMed Practice's physician Barbara Steele falsely diagnosing Claimant D with right shoulder symptomatic traumatic internal derangement resulting from the alleged accident. The medical services were unnecessary and/or were not causally related to the alleged accident, but were provided to increase the medical services for which CitiMed Practice and other Medical Provider Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

11. On or about July 8, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on May 21, 2019, at HealthPlus SC. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

12. On or about July 8, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by mail, facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on May 21, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

13. On or about August 15, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on June 18, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

14. On or about August 15, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's steroid injection performed by CitiMed Practice's physician Mark Goodstein on June 18, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

15. On or about July 30, 2019, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by facsimile, email, or mail to NY WCB SFTP an operative report for Claimant D's left shoulder surgery performed by CitiMed Practice's physician Barbara Steele on July 30, 2019. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Defendants received reimbursement and to increase workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

16. On or about June 12, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **CitiMed Practice**, or an employee of the CitiMed Practice at the direction of CitiMed Practice, caused to be transmitted by facsimile, email or mail to NY WCB SFTP an operative report for Claimant D's right ankle surgery performed by CitiMed Practice's physician Nazia Shah on June 12, 2020. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided in order to increase the medical services for which CitiMed Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, CitiMed Practice caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

17. On or about June 12, 2020, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **HealthPlus SC**, or an employee of the HealthPlus SC at the direction of HealthPlus SC, caused to be transmitted by facsimile, email, or mail to NY WCB SFTP an operative report for Claimant D's right ankle surgery performed by CitiMed Practice's physician Nazia Shah on June 12, 2020. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which CitiMed Defendants received reimbursement and to increase Claimant D's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, HealthPlus SC caused the report to be transmitted by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant D's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

v. Claimant E

1. As stated above, (Section III.B.v), many of the medical services provided to Claimant E were unnecessary, excessive, and/or not warranted and were not causally related to the alleged workplace accident which he initially reported as a slip and fall and then reported as a fall from a truck because his reported complaints where subjective, yet Medical Provider Defendants claimed that he was given treatments to his left and right knees and his left and right shoulders. As such, each of the below medical documents, claim documents submitted to the NY WCB, and the case documents filed/provided in the personal injury action were transmitted by mail or wire, in violation of 18 U.S.C. § 1341 (mail fraud) or § 1343 (wire fraud), in furtherance of and as a necessary step for the execution of the Fraud Scheme and/or contained statements that Defendants knew or should have reasonably known were fraudulent:

2. On or about February 26, 2021, **Runner Defendants** recruited and/or introduced Claimant E to Wingate Defendants who together with Bangel Defendants referred Claimant E to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury of that date during the course of Claimant E's employment with a construction company. Claimant E, subsequently, was assisted by the Defendants to undergo diagnostic and treatment protocols that were unnecessary and were unrelated to the alleged accident for which Claimant E was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails, and use of the mail, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).

3. On or about December 8, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Wingate Partners**, or an employee of the Wingate Firm at the direction of Wingate Partners, transmitted by mail a Verified Bill of Particulars dated December

8, 2021 falsely attesting to the construction accident, the existence and/or extent of Claimant E's injuries, and the necessity of Claimant E's medical treatment.

4. On or about March 5, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by email to NY WCB a letter dated March 5, 2021, signed by **Bangel** enclosing a Notice of Retainer and Appearance and Form C- 3 Employee Claim for Claimant E falsely attesting to the construction accident, the existence and/or extent of Claimant E's injuries, and the necessity of Claimant E's medical treatment.

5. On or about June 23, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Bangel Partners**, or an employee of the Bangel Firm at the direction of Bangel Partners, caused to be transmitted by email to the NY WCB the June 17, 2021, operative report for Claimant E's left shoulder arthroscopy performed by Hudson Practice and requesting that Claimant E's payments be increased. The surgery was unnecessary and/or was not causally related to the alleged accident but was provided to increase the medical services for which Hudson Practice received reimbursement and to increase Claimant E's workers' compensation claim and personal injury lawsuit settlement value.

6. On or about May 28, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Isaac** caused to be transmitted by email to the NY WCB a report of his March 2, 2021, evaluation of Claimant E falsely noting left shoulder rotator cuff tear and recommending physical therapy and imaging services. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which Hudson Defendants received reimbursement and to increase Claimant E's workers' compensation claim and personal injury lawsuit settlement value. Upon information and

belief, Isaac caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

7. On or about December 14, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1341, **Isaac** caused to be transmitted by mail to the NY WCB a report of Claimant E's left shoulder arthroscopy surgery on June 17, 2021. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which Hudson Defendants received reimbursement and to increase Claimant E's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

8. On or about March 31, 2022, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Isaac** caused to be transmitted by email to the NY WCB a report of Claimant E's right knee surgery on February 24, 2022. The medical services were unnecessary and/or were not causally related to the alleged accident but were provided to increase the medical services for which Hudson Defendants received reimbursement and to increase Claimant E's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Isaac caused this report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

9. On or about March 11, 2021, in furtherance of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Kolb** electronically signed and caused to be

transmitted by facsimile, email, or mail, his March 11, 2021 MRIs of Claimant E's lumbar and cervical spine, wherein Kolb falsely noted disc herniations at C3-4, C4-5 and C5-6 and disc herniations at L3-4 and L4-5 and a disc bulge at L5-S1. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant E's workers' compensation claim and personal injury lawsuit in furtherance of the scheme to defraud.

vi Claimant F

1. As stated above, (Section III.B.vi), the medical services provided to Claimant F were unnecessary, excessive, unwarranted and not causally related to a workplace accident. Video of the incident demonstrated the accident was staged, as it showed Claimant F deliberately letting go of the stair rail, several steps from the bottom, and propelling herself forward to manufacture the illusion of a fall. Even though her injuries were patently false, Medical Provider Defendants subjected Claimant F to the standard protocol suite of services from imaging studies to injections, to surgery. As such, each of the below medical documents, claim documents submitted to the NY WCB, and the case documents filed/provided in the personal injury action were transmitted by mail or wire, in violation of 18 U.S.C. § 1341 (mail fraud) or § 1343 (wire fraud), in furtherance of and as a necessary step for the execution of the Fraud Scheme and/or contained statements that Defendants knew or should have reasonably known were fraudulent.

2. On or about September 30, 2021, **Runner Defendants** recruited and/or introduced Claimant F to Legal Service Defendants who referred Claimant F to the Medical Provider Defendants for purported diagnosis and treatment of medical conditions allegedly caused by a purported injury on September 30, 2021, that occurred during the course of Claimant F's employment with a construction company. Claimant F, subsequently, was assisted by the

Defendants to undergo diagnostic and treatment protocols that were unnecessary and unrelated to the alleged incident for which Claimant F was compensated. Upon information and belief, the acts and conducts of the Defendants were effectuated, in part by means of telephone calls, texts, emails and use of the mails, in violation of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud,) and NY Penal Code § 215 (bribery).

3. On or about October 6, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Golzad**, or an employee/agent of **NYC MNO** at the direction of Golzad, caused to be transmitted by mail, facsimile, or email, a report of his October 6, 2021 evaluation of Claimant F, falsely diagnosing Claimant F with concussion, loss of consciousness, post-traumatic headache and recommending various imaging services, neuropsychological evaluation and neurovestibular evaluation. Golzad's conclusions were not supported by the alleged accident as reported in emergency room records which noted that Claimant F had denied loss of consciousness when describing her fall. This statement was contradicted in Golzad's report. Moreover, Claimant F's only complaints when she presented at the emergency room were pain in her bilateral shoulders, right knee, and mid-back. Claimant F was examined by emergency room personnel and imaging results of the impacted areas revealed no acute fractures, dislocations, or abnormalities. Results from a CT scan of Claimant F's head were also unremarkable. The emergency room records were available to Golzad, such that Golzad knew or should have known that further evaluations were unnecessary and/or not causally related to the alleged accident. However, Golzad requested the evaluations to increase the medical services for which NYC MNO received/would receive a reimbursement and to increase the settlement value of Claimant F's workers' compensation and personal injury claims. Upon information and belief, Golzad caused his report to be transmitted

by mail, facsimile, or email to Wingate Partners and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

4. On or about March 14, 2023, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Tracy A. Kinneary** of **Wingate Firm**, or an employee/agent of Wingate Firm at the direction of Kinneary, transmitted by mail, facsimile, or email to defense counsel in the personal injury lawsuit, a Supplemental Summons and Amended Verified Complaint attesting to Claimant F's alleged accident and identifying Claimant F's employer on the date of the alleged accident.

5. On or about June 29, 2022, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Golzad** caused to be transmitted by mail, facsimile, or email, a report of his May 26, 2022 evaluation of Claimant F, falsely noting Claimant F as having posttraumatic headache and recommending continued physical therapy and recommending cognitive remediation therapy and ENT evaluation for tinnitus. Golzad's conclusions were not supported by the alleged accident as reported in emergency room records which noted that Claimant F had denied loss of consciousness when describing her fall. This statement was contradicted in Golzad's report. Moreover, Claimant F's only complaints when she presented at the emergency room were pain in her bilateral shoulders right knee, and mid-back. Claimant F was examined by emergency room personnel and imaging results of the impacted areas revealed no acute fractures, dislocations, or abnormalities. Results from a CT scan of Claimant F's head were also unremarkable. The emergency room records were available to Golzad, such that Golzad knew or should have known that further therapy and evaluations were unnecessary and/or not causally related to the alleged accident. However, Golzad

requested additional physical therapy and cognitive remediation therapy to increase the medical services for which NYC MNO received/would receive reimbursement and to increase the settlement value of Claimant F's workers' compensation and personal injury claims. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

6. On or about September 29, 2022, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Golzad** caused to be transmitted by mail, facsimile, or email, a report of his September 29, 2022 evaluation of Claimant F, falsely noting Claimant F as having posttraumatic headache and recommending continued cognitive remediation therapy as recommended by neuropsychologist and ENT evaluation for tinnitus. Golzad's conclusions were not supported by the alleged accident as reported in emergency room records which noted that Claimant F had denied loss of consciousness when describing her fall. This statement was contradicted in Golzad's report. Moreover, Claimant F's only complaints when she presented at the emergency room were pain in her bilateral shoulders, right knee, and mid-back. Claimant F was examined by emergency room personnel and imaging results of the impacted areas revealed no acute fractures, dislocations, or abnormalities. Results from a CT scan of Claimant F's head were also unremarkable. The emergency room records were available to Golzad, such that Golzad knew or should have known that further therapy and evaluations were unnecessary and/or not causally related to the alleged accident. However, Golzad requested additional therapy and evaluations to increase the medical services for which NYC MNO received/would receive reimbursement and to increase the

settlement value of Claimant F's workers' compensation and personal injury claims. Upon information and belief, Golzad caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

7. On or about December 6, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Tomasello**, or an employee/agent of **Cross Bay Defendants** at the direction of Tomasello, caused to be transmitted by mail, facsimile, or email, his December 6, 2021 operative report of Claimant F's left shoulder arthroscopy at **S5A**. The surgery was unnecessary and/or not causally related to the alleged accident as Claimant F was examined by emergency room personnel who reported nothing more than general pain in the impacted areas, with imaging results that revealed no acute fractures, dislocations, or abnormalities. The emergency room records were available to Tomasello, such that Tomasello knew or should have known that the procedure was unnecessary and/or not causally related to the alleged accident. And further unnecessary as there was no evidence of any prior failure of conservative treatment. However, Tomasello performed Claimant F's shoulder surgery to increase the medical services for which Cross Bay Defendants and/or S5A would receive reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

8. On or about December 6, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **S5A** caused to be transmitted by mail, facsimile, or email, a December 6, 2021, operative report of Claimant F's left shoulder arthroscopy performed by Tomasello. The surgery performed by Tomasello was unnecessary and/or was not causally related to the alleged accident as Claimant F was examined by emergency room personnel who reported nothing more than general pain in the impacted areas, with imaging results that revealed no acute fractures, dislocations, or abnormalities. The emergency room records were available to Tomasello, such that Tomasello knew or should have known that the procedure was unnecessary and/or not causally related to the alleged accident. And further unnecessary as there was no evidence of any prior failure of conservative treatment. However, S5A extended its facilities for Tomasello/Cross Bay Defendants' use to increase the medical services for which S5A received/would receive reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, S5A caused the report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

9. On or about September 29, 2022, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Tomasello** caused to be transmitted by mail, facsimile, or email, a report of his September 29, 2022 evaluation of Claimant F, falsely noting meniscus tear of both knees and recommending arthroscopic surgery of the left knee. Tomasello's alleged findings were not consistent with observations of emergency room personnel who reported nothing more than

general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. The emergency room records were available to Tomasello, such that Tomasello knew or should have known that knee surgery was unnecessary and/or not causally related to the alleged accident. However, Tomasello recommended knee surgery to increase the medical services for which Cross Bay Defendants and/or S5A would receive reimbursement and increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Tomasello caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

10. On or about November 18, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Kolb** or an employee/agent of **Kolb Radiology** at the direction of Kolb, electronically signed and transmitted by facsimile to Defendant **BL Pain/Pain Physicians** reports of November 8, 2021 MRIs of Claimant F's cervical and lumbar spine as requested by Pain Physicians, wherein Kolb falsely noted disc herniation at C4-5 and disc herniation at L4-5. Kolb's alleged findings were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. However, Kolb noted purported cervical and lumbar spine conditions to increase the medical services for which Kolb Radiology and/or Pain Physicians received/would receive reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to

support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

11. On or about November 18, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, **Kolb** or an employee/agent of **Kolb Radiology** at the direction of Kolb, electronically signed and transmitted by facsimile to Defendant **BL Pain/Pain Physicians** reports of November 12, 2021 MRIs of Claimant F's right and left shoulders as requested by Defendant **Kosharskyy**, wherein Kolb falsely noted a tear of the anterior superior labrum with associated joint effusion in the right shoulder and a partial rotator cuff tear of the left shoulder. Kolb's alleged findings were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. However, Kolb noted purported right and left shoulder conditions to increase the medical services for which Kolb Radiology and/or Pain Physicians received/would receive reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

12. On or about November 29, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. § 1343, Defendant **Kolb** or an employee/agent of **Kolb Radiology** at the direction of Kolb, electronically signed and transmitted by facsimile to Defendant **Tomasello** of **Cross Bay Defendants** reports of November 11, 2021 MRIs of Claimant F's right and left knees that were originally requested by

and forwarded to Defendant **Kosharskyy** of **BL Pain/Pain Physicians**, wherein Kolb falsely noted a meniscus tear and partial tear of the ligament of the right knee and a meniscus tear of the left knee. Kolb's alleged findings were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. However, Kolb noted purported right and left knee conditions to increase the medical services for which Kolb Radiology and/or Pain Physicians received/would receive reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kolb caused his reports to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

13. On or about July 13, 2022, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Castro** or an employee/agent of **Weinstein Practice** at Castro's direction, caused to be transmitted by mail, facsimile, or email, a report of his June 30, 2022, evaluation of Claimant F, falsely diagnosing Claimant F with cervical and lumbar radiculopathy and recommending continued physical therapy. Castro's diagnosis and recommendation of additional physical therapy were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. The emergency room records were available to Casto, such that Castro knew or should have known that the diagnoses were unnecessary and/or not causally related to the alleged accident. However, Castro made the diagnosis to continue the course of medical treatment for which Weinstein Practice received/would receive reimbursement and to

increase the settlement value of Claimant F's workers' compensation and personal injury claims. Upon information and belief, Castro caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

14. On or about November 23, 2022, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, **Weinstein** or an employee/agent of **Weinstein Practice**, at the direction of Weinstein, caused to be transmitted by mail, facsimile, or email, a report of his November 23, 2022, evaluation of Claimant F, falsely diagnosing Claimant F with cervical and lumbar radiculopathy. Weinstein's alleged findings were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. The emergency room records were available to Weinstein, such that Weinstein knew or should have known that the diagnoses were unnecessary and/or not causally related to the alleged accident. However, Weinstein made the diagnosis to continue a course of treatment for which Weinstein Practice received/would receive reimbursement and to increase the settlement value of Claimant F's workers' compensation and personal injury claims. Upon information and belief, Weinstein caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

15. On or about October 7, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343,

Defendant **Kosharskyy** or an employee/agent of **BL Pain/Pain Physicians**, at the direction of Kosharskyy and or Reyfman, caused to be transmitted by mail, facsimile, or email, a report of his October 7, 2021, evaluation during which Claimant F was diagnosed with lumbar disc displacement, cervical disc displacement, bursitis in both shoulders and muscle spasms. After completing the examination, Kosharskyy administered extracorporeal shockwave therapy and recommended that Claimant F receive additional physical therapy, trigger point injections, and undergo additional MRIs. Kosharskyy's diagnosis and shockwave treatment were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations or abnormalities. The emergency room records were available to Kosharskyy, such that Kosharskyy knew or should have known that the recommended course of treatment was unnecessary. However, Kosharskyy made the diagnoses and administered the treatment to increase the medical services for which BL Pain/Pain Physicians received reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharskyy caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

16. On or about November 18, 2021, in furtherance of and as a necessary step for the execution of the Fraud Scheme, and in violation of 18 U.S.C. §§ 1341 or 1343, Defendant **Kosharskyy** or an employee/agent of **BL Pain/ Pain Physicians**, at the direction of Kosharskyy and or Reyfman, caused to be transmitted by mail, facsimile, or email, a report of his November 18, 2021, evaluation during which Claimant F was diagnosed with lumbar disc

displacement, cervical disc displacement, bursitis in both knees and capsulitis in both shoulders. After completing the examination, Kosharsky administered an epidural glucocorticosteroid injection and epidurography at L5-S1. Kosharsky's diagnosis and epidural steroid injection were not consistent with observations of emergency room personnel who reported nothing more than general pain in the affected areas, and whose imaging results at the time revealed no acute fractures, dislocations, or abnormalities. The emergency room records were available to Kosharsky, such that Kosharsky knew or should have known that the recommended course of treatment was unnecessary. However, Kosharsky made the diagnoses and administered the injection to increase the medical services for which BL Pain/Pain Physicians received reimbursement and to increase Claimant F's workers' compensation claim and personal injury lawsuit settlement value. Upon information and belief, Kosharsky caused his report to be transmitted by mail, facsimile, or email to Wingate Partners, and/or Bangel Partners to support Claimant F's workers' compensation claim and personal injury lawsuit in furtherance of and as a necessary step for the execution of the scheme to defraud.

IV. PLAINTIFFS' JUSTIFIABLE RELIANCE

334.346. Tradesman is under a statutory obligation to promptly and fairly pay or object to claims within 45 days. *See* New York Workers' Compensation § 13-5(1). Nevertheless, supporting medical documentation is often not received by Tradesman until after the 45-day deadline to object.

335.347. The invoices and documentation supporting the Fraud Scheme submitted to Tradesman, the New York State Workers' Compensation Board, the New York Unified Court System, and others contained materially false statements and were designed to conceal materially false statements.

336:348. As such, Tradesman and Roosevelt, through Tradesman, justifiably and reasonably relied on them as facially valid.

V. DAMAGES

337:349. Plaintiff Roosevelt is a reinsurer who underwrites policies and provides reinsurance that ultimately covers the various workers' compensation claims and/or personal injury lawsuits filed and prosecuted by the Legal Service Defendants as part of the Fraud Scheme. Roosevelt is contractually obligated to step into the shoes of the primary insurers in providing payment for claims and lawsuits. Pursuant to its Quota Sharing Reinsurance Agreement ("QSRA"), Roosevelt is expressly and completely liable to pay all losses that would otherwise be borne by a primary carrier, including settlements, payments pursuant to court order and all other costs, expenses and fees incurred in connection with the investigation or settlement or – as here – contesting the validity of claims. As such, Roosevelt is a party directly and ultimately damaged by the Fraud Scheme.

338:350. Due to the Defendants' perpetration of the Fraud Scheme, Roosevelt has therefore incurred expenses paid as reimbursement to primary insurers providing coverage for the claims and lawsuits filed and/or prosecuted by the Legal Defendants on behalf of Claimants. Roosevelt further incurred expenses directly pursuant to its express obligations under the QSRA in contesting the validity of the claims through the investigation that led to this action as well as this and other similarly derived actions. Roosevelt is therefore the insurance- or reinsurance-issuing entity that possesses standing to investigate and prosecute this action.

339:351. But for Defendants' perpetration of the Fraud Scheme, Roosevelt's expenses paid as reimbursement to primary insurers would be less because the Claimants' injuries, if any, would be less severe (resulting in lower defense costs) and the medical services necessary

to treat any accident-related injury, if any, would be less significant, resulting in lower settlement value of such claims and lawsuits and thus, less litigation expenses.

340.352. Due to Defendants' perpetration of the Fraud Scheme, Roosevelt has incurred general liability claim adjustment expenses progressively rising from \$14,020,890.00 in 2018 to \$36,362,147.00 in 2019 (159% increase from 2018), to \$58,694,694.00 in 2020 (61% increase from 2019), to \$91,334,395.00 in 2021 (56% increase from 2020), ~~and~~ to \$142,127,559.00 in 2022 (56% increase from 2021 ~~and 914% increase in four years~~), and to \$199,209,110.00 in 2023 (40% increase from 2022 and a 1,320.8% increase from 2018).

353. Between 2021 and 2022 alone, Roosevelt's net outstanding liability under general liability reinsurance increased from \$81,267,474.00 to \$119,069,641.00, an increase of nearly 47% notwithstanding the COVID-19 pandemic during 2020, which led to the single largest one-year decline for the construction industry in New York City since 1990. *See* Office of the New York State Comptroller, "The Construction Industry in New York City: Recent Trends and Impact of COVID-19," March 3, 2022, at 3. *See* <https://www.osc.ny.gov/files/reports/osdc/pdf/report-3-2021.pdf>, incorporated herein by reference, last accessed ~~February 15, 2024~~ May 21, 2025.

354. While in the context of Sherman Act analysis, the Supreme Court has stated that "reinsurance is so closely tied to the terms of the primary insurance contract that one of the two categories of reinsurance (assumption reinsurance) substitutes the reinsurer for the primary or "ceding" insurer and places the reinsurer into contractual privity with the primary insurer's policyholders." *Hartford Fire Ins. Co. v. California*, 509 U.S. 764, 806 (1993), internal citations omitted.

355. Regardless of whether there is any privity involved, “custom and usage have established a gentility and unity of interest between the reinsured and its reinsurer.” *Continental Casualty Co. v. Stronghold Ins. Co.*, 77 F.3d 16, 22 (2d Cir. 1996), internal citation omitted.

356. Roosevelt’s ongoing payments made pursuant to the QSRA further accrued its rights to bring and maintain this action under longstanding New York precedent, since “if we hold that plaintiff may properly make a claim as . . . equitable subrogee, as we do, it becomes unnecessary to determine whether plaintiff also has a valid claim as contractual subrogee”. *Century Prop. & Cas. Ins. Corp. v McManus & Richter, P.C.*, 226 A.D.3d 1, 10 (1st Dept. 2024), quoting *Fed. Ins. Co. v. Arthur Andersen & Co.*, 75 N.Y.2d 366, 371 (1990).

357. Whether formulated as derived from its contractual obligations under the QSRA or equitably independent of the QSRA’s express term, Roosevelt falls well within the anticipated category of damaged person whom RICO and its predecessor model the Clayton Act “bring to bear the pressure of “private attorneys general” on a serious national problem for which public prosecutorial resources are deemed inadequate” and aim to compensate the same type of injury; each requires that a plaintiff show injury “in his business or property by reason of” a violation.” *Agency Holding Corp. v. Malley-Duff & Associates, Inc.*, 483 U.S. 143, 151 (1987), internal citation omitted.

4.358. Therefore, it is irrelevant as to whether Defendants in fact knew or cared that Roosevelt itself was a financial target as they perpetuated their scheme as opposed to, *inter alia*, Workers’ Compensation insurance carriers, other general liability insurance carriers, excess insurance carriers, the New York State Insurance Fund, or the general public of New York State. Roosevelt has standing as a plaintiff directly, proximately and foreseeably injured in its business or property as a foreseeable result of Defendants’ conduct as set forth herein.

2.359. The drastically escalating cost of construction-related claims in both the Workers' Compensation and general liability areas stands in marked contrast to the overall decreasing number of workplace injuries, which in New York City reportedly decreased from 759 in 2018 to 554 in 2022 (a 27% decrease). *See e.g.*, "2022 New York City Construction Safety Report," at https://www.nyc.gov/assets/buildings/pdf/con_safe_2022.pdf, incorporated herein by reference, last accessed ~~February 15, 2024~~May 21, 2025. The number of workplace incidents decreased from 1,193 in 2018 to 751 in 2022, a 37% decrease. *Id.*

3.360. In an April 2024 study, the New York Civil Justice Institute indicated that insurance costs in New York are higher than in any other state and that insurance professionals warn that the market is headed toward a crisis that will have long-term implications for consumers." *See* <https://acrobat.adobe.com/id/urn:aaid:sc:us:2de7b5f8-2913-4ed4-8ec4-625d1ca07466>, incorporated herein by reference, last accessed ~~August 5, 2024~~May 22, 2025.

4.361. The study goes on to say that construction insurance costs are the highest when compared to nearby states such as Connecticut, New Jersey, and Pennsylvania at a rate of 12.5% of a project's costs versus 2.5%, respectively. *Id.*

5.362. Further, the study cites information that an average Labor Law 240(1) claim will settle for above \$1 million, however, if there is a neck or back surgery involved, the claim value averages between \$2 million to \$3 million or more. *Id.*

6.363. In the face of fraudulent insurance claims, much like the defendants' Fraud Scheme, the New York Legislature has introduced a bill making the staging of a construction accident and the encouraging and assisting the same, a Class E Felony in the State of New York. That bill is currently pending.

7.364. Plaintiff Tradesman serves as a management general agency that provides management and claim administration services to various insurers and reinsurers, including Plaintiff Roosevelt, including general liability and workers' compensation services from underwriting through claims handling and subsequent administrative and legal actions, specifically focusing on safety management and effective handling of claims within the construction industry.

8.365. Tradesman made substantial payments and sustained significant damage in direct connection with its management of the policies and administration of claims and lawsuits brought by, filed and prosecuted by the Legal Service Defendants as part of the Fraud Scheme.

9.366. Due to Defendants' perpetration of the Fraud Scheme, numerous insurance carriers have ceased to write Workers' Compensation and/or general liability policies in the State of New York, which has also resulted in damage to Tradesman's business.

10.367. Defendants' patterns of fraudulent conduct caused injury to Plaintiffs in their business and property by reason of the aforesaid violations of state and federal law. Although it is not necessary for Plaintiffs to calculate damages with specificity at this stage in the litigation (whereas Plaintiffs' damages continue to accrue), Plaintiffs' injuries include, but are not limited to the following:

- a. Plaintiff Roosevelt – Actual and consequential damages for the payments such Plaintiff made as reimbursement for payments made directly to the Defendants or to others due to Defendants' pattern of fraudulent conduct in connection with claims made under New York's Workers' Compensation Laws and New York's Labor Laws, the exact amount to be determined at trial.

- b. Plaintiff Tradesman – Actual and consequential damages for the damage to Tradesman business including, but not limited to, expenses incurred for the administration of these claims and the retention of additional staff to perform investigative and support services for claims wherein the Defendants are submitting or causing to be submitted claims/demands for monetary payments in connection with New York’s Workers' Compensation Law and New York’s Labor Laws, the exact amount to be determined at trial.

VI. CAUSES OF ACTION

COUNT I
RICO Violation (§ 1962(c))
(Against All Defendants)

~~11.368.~~ Plaintiffs incorporate herein by reference the allegations contained in the above paragraphs as though set forth in their entirety.

~~12.369.~~ At all times relevant herein, Defendants constituted an “enterprise” as that term is defined in 18 U.S.C. § 1961(4) – that is, a group of individuals and legal entities associated in fact, which was engaged in, and the activities of which affected interstate commerce, and foreign commerce. Each of the Defendants participated in the operation or management of the enterprise, which Wingate Firm orchestrated, coordinated, and led.

~~13.370.~~ In addition to any legitimate transactions, the course of conduct of this enterprise included a pattern of racketeering activity carried out by Defendants. *See, supra.*

~~14.371.~~ Each of the Defendants knowingly and willfully associated with the association-in-fact enterprise and conducted and participated in the conduct of the enterprise’s

affairs, directly and indirectly, through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

~~15.372.~~ The pattern of racketeering activity in which the Defendants engaged involved numerous specific acts and conducts as described in detail in this Complaint and the accompanying exhibit, constituting mail fraud (18 U.S.C. § 1341), wire fraud (18 U.S.C. § 1343) and bribing a witness under New York law (NY Penal Code § 215) – all of which is “racketeering activity” as defined in 18 U.S.C. § 1961(1)(A).

~~16.373.~~ The predicate acts of mail fraud, wire fraud, and bribing a witness or victim involved the transmission and use of false and misleading documentation in furtherance of the Defendants’ scheme to defraud Plaintiffs in connection with submitting, filing, prosecuting, and asserting workers’ compensation claims and personal injury lawsuits arising out of fraudulent construction accidents.

~~17.374.~~ As a result of the pattern of racketeering activity, Plaintiffs have suffered damage to their businesses and property.

WHEREFORE, Plaintiffs demand judgment against the Defendants, and each of them, jointly and severally, for:

- a. An award of Plaintiffs’ actual and consequential damages to be established at trial, and trebling of such damages pursuant to 18 U.S.C. § 1964;
- b. Plaintiffs’ reasonable attorneys’ fees, expenses, costs, and interest;
- c. Injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in this Complaint; and
- d. Such other relief as the Court deems just and proper.

COUNT II
RICO Violation (§ 1962(d))

(Against All Defendants)

18.375. Plaintiffs incorporate herein by reference the allegations contained in the above paragraphs as though set forth in their entirety.

19.376. From at least 2018 to the present, Defendants did unlawfully, knowingly, and intentionally, combine, conspire, confederate, and agree together with each other, and with others whose names are known or unknown, to conduct and participate, directly and indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity set forth herein in violation of 18 U.S.C. § 1962(d).

20.377. The pattern of racketeering activity in which the Defendants intentionally combined to engage in or otherwise conspired to engage in involved numerous specific acts and conducts as described in detail in this Complaint and the accompanying exhibit, constituting mail fraud (18 U.S.C. § 1341), wire fraud (18 U.S.C. § 1343) and bribing a witness under New York law (NY Penal Code § 215) – all of which is “racketeering activity” as defined in 18 U.S.C. § 1961(1)(A).

21.378. The predicate acts of mail fraud, wire fraud, and bribing a witness or victim also involved the transmission and use of false and misleading documentation in furtherance of the Defendants’ scheme to defraud Plaintiffs in connection with submitting, filing, prosecuting and asserting workers’ compensation claims and personal injury lawsuits arising out of fraudulent construction accidents.

22.379. As a result of the pattern of racketeering activity, Plaintiffs have suffered damage to their businesses and property.

WHEREFORE, Plaintiffs demand judgment against the Defendants, and each of them, jointly and severally, for:

- a. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to 18 U.S.C. § 1964;
- b. Plaintiffs' reasonable attorneys' fees, expenses, costs, and interest;
- c. Injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in this Complaint; and
- d. Such other relief as the Court deems just and proper.

COUNT III
Common Law Fraud
(Against Legal Service Defendants and Medical Provider
Defendants (collectively, "Count III Defendants"))

23:380. Plaintiffs incorporate herein by reference the allegations contained in the above paragraphs as though set forth in their entirety.

24:381. The Count III Defendants made misrepresentations of facts, deliberately concealed, omitted material facts that they had a duty to disclose in connection with their claims for reimbursement and/or payment under New York law.

25:382. These misrepresentations of fact by the Count III Defendants included but were not limited to, the material misrepresentations of fact made in asserting the legitimacy of accidents, the existence of injuries, and the necessity of treatment.

26:383. The Count III Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

27:384. The Count III Defendants made these misrepresentations in furtherance of the scheme to defraud Plaintiffs by submitting claims for payment of workers' compensation and general liability insurance benefits.

28.385. The Count III Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Plaintiffs to make payments for claims that were not legitimate.

29.386. Plaintiffs reasonably and justifiably relied, to their detriment, on the truthfulness of the Count III Defendants' representations concerning their eligibility to receive payments of workers' compensation and general liability insurance benefits, and without knowledge of the Count III Defendants' scheme and artifice to defraud them.

30.387. The Count III Defendants knew, or should have known, that Plaintiffs would so rely on and intended that they so rely on their truthfulness.

31.388. But for the Count III Defendants' misrepresentations, omissions, concealment of material facts, and fraudulent course of conduct, Plaintiffs would not have paid workers' compensation and general liability insurance benefits.

32.389. Plaintiffs at no time knew or had reason to know in the exercise of due diligence or reasonable care that the Count III Defendants were engaged in misrepresentations, omissions, and fraudulent conduct.

33.390. As a direct and proximate cause of the Count III Defendants' misrepresentations, omissions, concealment of material facts, and fraudulent course of conduct by the Count III Defendants, the Plaintiffs have been damaged. Plaintiffs' damages include, but are not necessarily limited to, benefit payments, administration costs, investigative, and defense costs paid by Plaintiffs to the Count III Defendants or caused by the Count III Defendants.

34.391. Because the Count III Defendants' conduct was knowing, intentional, willful, wanton, and reckless, Plaintiffs are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs demand judgment against the Count III Defendants, and each of them, jointly and severally, for:

- a. An award of Plaintiffs' actual and consequential damages to be established at trial;
- b. Plaintiffs' costs, including, but not limited to, investigative costs incurred in the detection of the Count III Defendant's illegal conduct; and
- c. Such other relief as the Court deems just and proper.

COUNT IV
Unjust Enrichment
(Against Legal Service Defendants and Medical Provider Defendants (collectively, "Count IV Defendants"))

35:392. Plaintiffs incorporate herein by reference the allegations contained in the above paragraphs as though set forth in their entirety.

36:393. As described above, the Count IV Defendants conspired to induce Plaintiffs to make or expend numerous and substantial payments to them or others.

37:394. The Count IV Defendants were never eligible to make claims or seek reimbursement under New York law because, at all relevant times, the accidents, injuries, and treatment were fraudulent.

38:395. When Plaintiffs paid the Count IV Defendants and others, Plaintiffs reasonably believed that they were legally obligated to make such payments based upon the misrepresentations and omissions that the Count IV Defendants, or those persons working under their control, made concerning the Count IV Defendants' eligibility to make claims or seek reimbursement under New York law.

~~39.396.~~ Each and every payment that Plaintiffs made or was caused to make to the Count IV Defendants and others during the course of the Fraud Scheme constitutes a benefit that the Count IV Defendants sought and voluntarily accepted.

~~40.397.~~ Throughout the course of their scheme, the Count IV Defendants wrongfully obtained from Plaintiffs benefit payments as a direct and proximate result of the unlawful conduct detailed above.

~~41.398.~~ Retention of those benefits by the Count IV Defendants would violate fundamental principles of justice, equity, and good conscience.

WHEREFORE, Plaintiffs demand judgment against the Count IV Defendants, and each of them, jointly and severally, for:

- a. An award of Plaintiffs' actual and consequential damages to be established at trial; and
- b. Such other relief as the Court deems just and proper.

COUNT V
Declaratory Relief Pursuant to 28 U.S.C. § 2201
(Against Legal Service Defendants and Medical Provider
Defendants (collectively, "Count V Defendants"))

~~42.399.~~ Plaintiffs incorporate herein by reference the allegations contained in the above paragraphs as though set forth in their entirety.

~~43.400.~~ Pursuant to 18 U.S.C. § 2201(a), the Court may determine the rights and legal obligations of the parties.

~~44.401.~~ There is an actual case and controversy between Plaintiffs on the one hand, and the Count V Defendants on the other hand, as to all charges for examinations, treatments,

testing, injections, surgeries, and physical therapy that have not been paid to date and through the pendency of this litigation. Plaintiffs contend these Count V Defendants are not entitled to reimbursement for any of these charges.

45.402. Because these Count V Defendants have made false and fraudulent statements and otherwise engaged in the fraudulent conduct described above with the intent to conceal, mislead, and misrepresent material facts and circumstances regarding each claim submitted, these Count V Defendants are not entitled to any reimbursement for alleged services relating to any of the claims at issue.

WHEREFORE, Plaintiffs demand judgment against Defendants for:

- a. A declaration that the Count V Defendants, at all times relevant, have submitted claims and bills to Plaintiffs for staged accidents and unnecessary healthcare services in violation of New York law;
- b. Declare that the Count V Defendants' activities are unlawful;
- c. Declare that Plaintiffs have no obligation to pay any pending, previously-denied, and/or future workers' compensation or general liability insurance claims submitted by the Count V Defendants; and
- d. Such other relief as the Court deems just and proper.

COUNT VI
General Business Law § 349
(Against Legal Service Defendants and Medical Provider
Defendants (collectively, "Count VI Defendants"))

46.403. Plaintiff incorporates herein by reference the allegations contained in the above paragraphs as though set forth in their entirety.

47.404. General Business Law (“GBL”) § 349 provides that (a) “Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful,” and (h) “any person who has been injured by reason of any violation of this section may bring an action... to recover his actual damages... [and t]he Court may award reasonable attorney's fees to a prevailing plaintiff.”

48.405. It is well-established that legal and medical providers are subject to the provisions of GBL § 349.

49.406. It is equally well-established that a deceptive practice need not reach the level of common-law fraud to be actionable under § 349, and intent to defraud and justifiable reliance are not elements of a statutory claim.

50.407. As set forth more fully under the individual subheadings of Plaintiffs’ first through fifth causes of action, *supra*, Defendants have engaged in deceptive acts and services.

51.408. General Business Law § 349 provides that any party which has been injured by such deceptive acts and practices in the conduct of the Defendants’ business to recover their actual damages, and the Court may award reasonable attorney's fees to a prevailing plaintiff.

52.409. The alleged conduct of Defendants as described in detail within the first cause of action, has dramatic and widespread effects on consumers extending far beyond the instant deceptive acts and practices in the furnishing of healthcare services.

53.410. The alleged conduct of Defendants has dramatic and widespread effects on consumers extending far beyond even those directly harmed by the deceptive acts and practices in the furnishing of healthcare services. The acts and practices engaged in by Defendants have a broader impact on consumers at large.

54.411. More generally, deceptive acts and practices by healthcare providers in relation to claims and suits of this nature have an impact locally – clogged Court dockets, needless legal spending, and fraudulently obtained settlements and awards - and nationally, wrongfully driving up the cost of legitimate insurance business operations, resulting in escalating premiums to the ultimate consumers of liability insurance and the cost of healthcare (*i.e., everyone*).

55.412. This phenomenon and its effects have recently begun to attract media attention. *See* New York Post, June 16, 2024: MS-13, Russian mobsters use migrants in elaborate injury scam — even getting spinal surgery to pull it off (“Insurance insiders claim losses have tripled since the pandemic, with payouts so massive they’re driving up the cost of living for all New Yorkers... The scams are ballooning costs for insurance, housing,”); ABC News, October 4, 2024: 7 On Your Side investigation finds dozens of injury lawsuits from people living in same apartment buildings (“We have a system that allows for fraudulent claims, leads to million dollars settlements and it raises the cost of insurance premiums across the board,” Brian Sampson, president of the Empire State Chapter of the Associated Builders & Contractors, said. “We need to find a way to get it to stop.”); ABC News, March 17, 2024: Construction workers in NY faking falls on sites part of larger fraud scheme, lawsuit claims (“These fraudulent acts have emerged as widespread insurance scams which lead to inflated costs in construction and housing throughout New York State,” said Assemblyman David Weprin.”)

56.413. The deceptive conduct occurred in New York, Plaintiffs brought this suit in New York, Defendants maintain a business presence in New York, and the effects are felt by

consumers at large in New York. Under these circumstances, an entity has standing to pursue claims for violations of GBL § 349.

57.414. Defendants are therefore liable to Plaintiffs for compensatory damages and the attorneys' fees incurred in bringing and prosecuting this action.

WHEREFORE, Plaintiffs demand judgment against the Defendants for:

- a) An award of Plaintiffs' compensatory damages and attorneys' fees;
- b) Together with the costs and disbursements of this action; and,
- c) Such other relief as the Court deems just and proper.

VII. JURY TRIAL DEMAND

58.415. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all claims.

Dated: ~~March 10~~May 23, 2025

Respectfully submitted,

THE WILLIS LAW GROUP, PLLC

By: /s/ William J. Clay

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