

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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

Docket No.: 25-cv-796

**COMPLAINT**

Plaintiff(s),

**Plaintiffs Demand a Trial by Jury**

-against-

COMMUNITY MEDICAL CARE OF N.Y., P.C.,  
COMFORT CARE MEDICAL, PLLC, DLC  
COMPREHENSIVE MEDICAL, PLLC, WELLNESS  
INTEGRATIVE MEDICAL, P.C., HUMAIRA AHMAD,  
as Personal Representative of the Estate of RIAZ AHMAD,  
M.D., AND JOHN DOE DEFENDANTS "1" THROUGH  
"10,"

Defendant(s).

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X

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## COMPLAINT

Plaintiffs Allstate Insurance Company, Allstate Indemnity Company, Allstate Property and Casualty Insurance Company, and Allstate Fire and Casualty Insurance Company (collectively, “Allstate” and/or “Plaintiffs”), by their attorneys, the Law Offices of Camille Nanni (hereinafter collectively referred to as, “Plaintiffs” or “Allstate”) as and for their Complaint against Defendants allege as follows:

### INTRODUCTION

1. This case involves a medical doctor, unlicensed laypersons, and sham medical practices who together systematically, and repeatedly violated, and continue to violate, New York and Federal laws, as part of an elaborate scheme to exploit patients and defraud Allstate and other New York No-Fault insurers. In furtherance of this scheme, the Defendants utilized the U.S. Mail to submit, or cause to be submitted to Allstate, thousands of false and fraudulent medical claims, for services that were medically unnecessary, illusory, and unlawfully rendered, to the extent they were rendered at all. (Hereinafter referred to as the “Fraudulent Scheme”).

2. This egregious scheme was purposefully designed to deceive patients and insurers into believing that the medical services purportedly provided were being rendered by a licensed physician upholding their fiduciary duty to act in the patients’ best interest.

3. In reality, the services, to the extent they were provided at all, were rendered by non-physicians, and were carried out as part of a complex web of deceit and unlawful activity designed to maximize illicit profits and exploit patients.

4. The Fraudulent Scheme was contrived by the Defendants in 2020 on the heels of the New York Department of Financial Services’ (“DFS”) adoption of material changes to the New York Workers’ Compensation Fee Schedule (“Fee Schedule”) which changed how medical

services were reimbursed under the New York No-Fault insurance system. The Defendants capitalized on these changes in the Fee Schedule to organize this massive, wide ranging healthcare fraud operation to defraud Allstate and other No-Fault insurers.

5. The basic blueprint of the scheme involves a continuous cycle wherein the John Doe Defendants, who are unlicensed laypersons, (i) find a physician willing to “sell” their license and medical credentials in exchange for a designated salary or other forms of compensation; (ii) use the physician’s credentials to operate, manage, and control a medical entity nominally owned by that physician; (iii) secure No-Fault insured patient referrals to the medical entity pursuant to unlawful referral and kickback arrangements; (iv) bill No-Fault insurers over a brief period of time for large amounts of excessive, illusory, and medically unnecessary treatments supposedly rendered to the No-Fault insured patients by the medical practice; and then (v) replace the medical practice with a new entity operating under a different tax identification number to evade detection and continue the healthcare fraud scheme uninterrupted.

6. Beginning in 2020, Dr. Ahmad, in exchange for payment, knowingly participated in the Fraudulent Scheme by providing his medical credentials to the John Doe Defendants and agreeing to serve as the record owner of at least six medical entities - Community Medical Care Of N.Y., P.C. (“Community Medical”), Comfort Care Medical, PLLC (“Comfort Care”), DLC Comprehensive Medical, PLLC (“DLC”), Wellness Integrative Medical, P.C. (“Wellness Integrative”), sole proprietorship Ahmad Riaz, M.D. a/k/a Ahmed Riaz, M.D. (“AR Practice”), and sole proprietorship Riaz Ahmad, M.D. (“RA Practice”) (collectively, the “Ahmad Providers”) - each having a unique tax identification number. At all relevant times discussed in this Complaint, the Ahmad Providers were operated, managed, and controlled by the John Doe Defendants in violation of New York law.

7. The Ahmad Providers purported to be legitimate medical practices, but they operated on a transient basis, did not maintain any standalone practices, did not have any patients of their own, did not advertise or otherwise attempt to build a brand, and did not provide any legitimate or medically necessary healthcare services.

8. Defendants perpetrated the Fraudulent Scheme by establishing illegal patient referral arrangements with the owners and/or managers of at least seventy-one multidisciplinary No-Fault “clinics” located throughout the New York metropolitan area (“No-Fault Clinics”).

9. The patients steered to the Ahmad Providers pursuant to the unlawful kickback arrangements were subjected to a pre-determined protocol of excessive, illusory, and medically unnecessary services that were rendered, to the extent rendered at all, by undisclosed non-physician independent contractors. The primary service billed to Allstate by the Ahmad Providers was musculoskeletal extracorporeal shockwave therapy (“Shockwave”), an unproven and experimental treatment. The remaining services billed by the Ahmad Providers as part of the Fraudulent Scheme – functional capacity evaluation (“FCE”) testing, transcranial doppler (“Doppler”) testing, vestibular function (“Vestibular”) testing, spinal diagnostic ultrasound testing (“Spinal Ultrasounds”), and nerve conduction velocity testing and electromyography studies (“EMG/NCV”) - were likewise fraudulently rendered. (Hereinafter, the services purportedly rendered by the Ahmad Providers are collectively referred to as the “Fraudulent Services”).

10. With the patients’ insurance information in hand, Dr. Ahmad’s signature, license number, and/or other medical credentials were used to generate fraudulent treatment records, insurance documentation, and bills through each of the Ahmad Providers that demanded payment for the Fraudulent Services from Allstate.

11. Finally, the John Doe Defendants retained No-Fault collection attorneys to submit the fraudulent and falsified billing and act as “escrow agents” of insurer payments to the Ahmad Providers. This arrangement permitted the John Doe Defendants to, among other things, control the revenues generated by the Ahmad Providers while concealing their identities from insurers.

12. The Fraudulent Scheme has continued uninterrupted through the present day as Defendants continue to seek payment of the pending charges from Allstate for the Fraudulent Services.

13. The John Doe Defendants, Dr. Ahmad, and the Ahmad Providers joined together in a purposeful and organized manner, with everyone fulfilling a specific and necessary role. Together, the Defendants knowingly and intentionally submitted in excess of thirteen hundred separate bills to Allstate which demanded in excess of \$1,735,160.41, for non-reimbursable, fraudulent health care claims ostensibly related to the treatment of Allstate No-Fault insured patients who were allegedly injured in motor vehicle accidents (“MVA”). (Hereinafter referred to as the “Insureds”).

14. At all relevant times discussed herein:

- (i) The Defendants intentionally and knowingly misrepresented and concealed facts related to Dr. Ahmad’s operation, management and/or control of the Ahmad Providers;
- (ii) The Defendants intentionally and knowingly schemed to, and did subject Insureds to medically unnecessary and unproven treatment(s) designed to defraud Allstate and other insurers;
- (iii) The Defendants intentionally and knowingly procured patients through unlawful referral arrangements;
- (iv) The Defendants intentionally and knowingly misrepresented that Dr. Ahmad performed the Fraudulent Services when in fact, to the extent they were provided, they were performed by non-physicians, who were never employed or supervised by Dr. Ahmad; and

- (v) Through the U.S. Mail, the Defendants submitted, or caused to be submitted, to Allstate in excess of one thousand fraudulent claims.

15. The chart annexed as *Exhibits 1* sets forth a representative sample of the fraudulent charges that the Defendants submitted, or caused to be submitted, to Allstate through the Ahmad Providers.

16. The chart annexed as *Exhibit 2* sets forth representative examples of mail fraud arising from the Defendants use of the U.S. mail in furtherance of the Fraudulent Scheme.

17. Allstate brings this action pursuant to:

- (i) The United States Racketeer Influenced and Corrupt Organizations Act (“RICO”); 18 U.S.C. §§ 1961, 1962(c) and (d), and 1964(c);
- (ii) New York State common law claims of fraud and unjust enrichment; and
- (iii) The Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

18. This action seeks actual damages currently in excess of \$416,146.70, the exact amount to be determined at trial, representing insurance payments that were wrongfully obtained from Allstate by, or on behalf of, the Ahmad Providers, as a direct result of the Defendants’ unlawful conduct and material misrepresentations.

19. Allstate also seeks a declaration pursuant to 28 U.S.C. §§ 2201-2202, that it is not legally obligated to pay or reimburse the Ahmad Providers (or their agents) in connection with any outstanding medical claims, currently amounting to in excess of \$1,319,013.71, the exact amount to be determined at trial, or any future claims seeking payment under New York’s No-Fault laws because, at all relevant times:

- (i) The Ahmad Providers were unlawfully operated, managed, and controlled by the unlicensed laypersons, in violation of material New York licensing laws.
- (ii) The medical services provided by the Ahmad Providers to Allstate insureds, to the extent provided at all, were excessive, medically unnecessary, and rendered according to pre-determined treatment protocols that were not based

on medical decision-making but were designed solely to financially enrich the Defendants.

- (iii) The claim forms submitted to Allstate by (or on behalf of) the Ahmad Providers fraudulently and materially misrepresented the nature and extent of the healthcare services that were provided to Allstate insureds to wrongfully inflate charges.
- (iv) The Ahmad Providers procured Allstate insureds through unlawful referral arrangements.
- (v) The Ahmad Providers' claim forms fraudulently misrepresented that Dr. Ahmad provided the services when in fact, to the extent they were provided at all, the services were provided by non-physician independent contractors who were not employed by the Ahmad Providers.

## **THE PARTIES**

### **I. Plaintiffs**

20. Plaintiffs Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company, and Allstate Fire & Casualty Insurance Company are corporations duly organized and existing under the laws of the State of Illinois.

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

22. At all relevant times to the allegations contained in this Complaint, Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company and Allstate Fire & Casualty Insurance Company were each authorized to conduct business in New York.

## **II. Defendants**

### **A. Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D.**

23. Humaira Ahmad, Personal Representative of the Estate of Riaz Ahmad, M.D., is an individual duly appointed by the Nassau County Surrogate's Court, State of New York<sup>1</sup>, on February 4, 2025, pursuant to the duly issued decree granting letters of administration as the Personal Representative of the Estate of Riaz Ahmad, M.D., deceased. All allegations herein referencing "Dr. Ahmad, or "Defendants" collectively, are directed to Humaira Ahmad in her capacity as Personal Representative of the Estate of Riaz Ahmad, M.D. as a named defendant in this action.

24. Riaz Ahmad, MD, resided in and was a citizen of the State of New York. Dr. Ahmad was licensed to practice medicine in New York on June 21, 1994, and served as the record owner of Community Medical, Comfort Care, DLC, Wellness Integrative, and purported to operate two sole proprietorships, the AR Practice and the RA Practice.

25. Dr. Ahmad permitted the John Doe Defendants to use his name, license, and credentials to operate, manage, and control the Ahmad Providers as part of the Fraudulent Scheme to defraud Allstate and other New York automobile insurers.

26. Upon information and belief, Dr. Ahmad died on October 4, 2024.

### **B. Community Medical Care of N.Y., P.C**

27. Defendant Community Medical is a New York professional corporation that was incorporated on or about May 21, 2007, with its principal place of business in New York. Community Medical and purports to be owned, managed, and controlled by Dr. Ahmad.

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<sup>1</sup> Estate of Riaz Ahmad, 2024-4249 (Nassau County Surrogate's Court)

28. Since 2021, Community Medical has been used by Dr. Ahmad and the John Doe Defendants to submit fraudulent billing to Allstate.

**C. Comfort Care Medical, PLLC**

29. Defendant Comfort Care is a New York professional limited liability company that was incorporated on or about August 28, 2017, with its principal place of business in New York. Comfort Care purports to be owned, managed, and controlled by Dr. Ahmad.

30. Since 2020, Comfort Care has been used by Dr. Ahmad and the John Doe Defendants to submit fraudulent billing to Allstate.

**D. DLC Comprehensive Medical, PLLC**

31. Defendant DLC is a New York professional limited liability company that was incorporated on or about March 7, 2002, with its principal place of business in New York. DLC purports to be owned, managed, and controlled by Dr. Ahmad.

32. Since 2021, DLC has been used by Dr. Ahmad and the John Doe Defendants to submit fraudulent billing to Allstate.

**E. Wellness Integrative Medical, P.C.**

33. Defendant Wellness Integrative is a New York professional corporation that was incorporated on or about December 5, 2022, with its principal place of business in New York. Wellness Integrative purports to be owned, managed, and controlled by Dr. Ahmad.

34. Since 2023, Wellness Integrative has been used by Dr. Ahmad and the John Doe Defendants to submit fraudulent billing to Allstate.

**F. John Doe Defendants “1” through “10”**

35. Upon information and belief, the John Doe Defendants are unlicensed, non-professional individuals and/or entities, presently not identifiable to Allstate, who knowingly

conspired, participated, conducted, and assisted in the Fraudulent Scheme with Dr. Ahmad and the Ahmad Providers.

36. Upon information and belief, the John Doe Defendants exerted control over the day-to-day operations and management of the Ahmad Providers by, among other things, controlling their finances, patient referrals and treatments, and by referring the billing and collection work for the Fraudulent Services to the No-Fault collection attorneys.

37. These individuals and/or entities will be added as Defendants when their names and the extent of their participation become known through discovery.

### **JURISDICTION AND VENUE**

38. 28 U.S.C. § 1331 grants this Court jurisdiction over claims brought under the Racketeer Influenced and Corrupt Organizations ACT (“RICO”) 18 U.S.C. §§ 1961 *et seq.*, because they arise under the laws of the United States.

39. 28 U.S.C. § 1332(a)(1) confers subject matter jurisdiction upon this Court because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is a matter between citizens of different states.

40. This Court has supplemental jurisdiction over the claims arising under state law pursuant to 28 U.S.C. § 1367(a).

41. Pursuant to 18 U.S.C. § 1965, 28 U.S.C. § 1367, and New York CPRL § 302(a), this Court has personal jurisdiction over any non-domiciliary Defendant.

42. Furthermore, 28 U.S.C. § 1391 allows venue in this District to be appropriate, as the Eastern District of New York is the district where one or more of the Defendants reside and because this is the District in which a substantial part of the events giving rise to Allstate’s claims against the Defendants occurred.

**ALLEGATIONS COMMON TO ALL CLAIMS**

43. Allstate underwrites automobile insurance in the State of New York.

**I. Applicable Laws and Regulations**

**A. New York's Laws Pertaining to Medical Licensing and No-Fault Reimbursement**

**i. New York's No-Fault Insurance System**

44. Under New York's Comprehensive Motor Vehicle Insurance Reparations Act (N.Y. Ins. Law §§ 5101, et seq.), and regulations promulgated pursuant thereto (11 N.Y.C.R.R. §§ 65, et seq.)(the "No-Fault laws"), automobile insurers such as Allstate are required to pay first-party benefits to reimburse for basic economic loss ("No-Fault benefits"), sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle.

45. Basic economic loss is defined to include necessary expenses of medical and healthcare services up to \$50,000 per person.

46. The No-Fault laws are designed to ensure that reasonable and necessary accident related medical and rehabilitation expenses, for victims of motor vehicle accidents, are paid promptly and in accordance with established fee schedules.

47. An Insured may assign their rights to No-Fault benefits to providers of healthcare services in exchange for those services.

48. Following a duly executed assignment, a healthcare provider may submit claims directly to the insurance company and receive payments directly for the medical services using the claim form entitled "Verification of Treatment by Attending Physician or Other Provider of Health services," ("NF-3 Claim Form"). In the alternative, healthcare providers sometimes submit claims using the Health Care Financing Administration Insurance Claim form ("HCFA-1500 Form").

49. Pursuant to New York Insurance Law § 403, the NF-3 Claim Forms submitted by a healthcare provider to Allstate, and to all other automobile insurers, must be verified by the healthcare provider, subject to the following warning:

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

**ii. Business Corporation Law and Prohibitions of Lay Ownership of Medical Professional Corporations**

50. In New York, only licensed physicians may organize, own, or control a professional medical corporation. See, e.g., New York Business Corporation Law §§ 1503 and 1508. Likewise, only licensed physicians may be a director or officer of a professional medical corporation. See New York Business Corporation Law § 1508. A professional corporation's certification of incorporation must state the names of all individuals who are to be the original shareholders, directors, and officers of such corporation. See New York Business Corporation Law § 1503.

51. Additionally, New York law requires that physician owners of a professional service corporation be engaged in the practice of medicine through the entity. See New York Business Corporation Law 1507(a).

52. The New York State Department of Education is charged to “administer the admission to and the practice of the professions” and is responsible for issuing a certificate of authority to “qualified professional service corporations.”. See New York Education Law §§ 6507 and 6507 (4)(c)(i).

53. Pursuant to the New York Education Law, it is professional misconduct to permit laypersons to share in the fees for professional medical services. See New York Education Law § 6530(19).

54. Thus, in New York, by statute, regulation, and the common law, the corporate form cannot be used as a device to allow nonphysicians to control the practice of medicine. See Andrew Carothers, M.D., P.C. v Progressive Ins. Co., 33 N.Y.3d 389, 393 (2019).

**iii. Public Health Law and Prohibitions Against Improper Referrals**

55. The New York Public Health Law and its corresponding regulations promulgated by the Department of Health prohibit a practitioner from ordering enumerated services, including pharmacy, imaging, and physical therapy services, when the referring provider has a financial relationship with the provider performing the service. See e.g., New York Public Health Law § 238(a)(1)(a) and 10 N.Y.C.R.R. § 34-1.3.

56. The same laws and regulations prohibit referrals for any other “health or health related items” where a financial relationship exists unless the financial relationship is disclosed to the patient and the patient is informed of their right to use alternative healthcare providers for the services. See e.g., New York Public Health Law § 238(d) and 10 NYCRR § 34-1.5.

57. Additionally, the New York Education Law prohibits physicians from requesting, agreeing to receive, or participating in payments or other forms of consideration, in exchange with the furnishing of professional care. See e.g. Education Law §§ 6509-and 6531(18); 8 N.Y.C.R.R. § 29.1 (b)(3).

**iv. Services Rendered in Violation of the Business Corporation Law and the Public Health Law are Not Reimbursable Under the No-Fault Laws**

60. The No-Fault laws expressly provide that, a healthcare provider is not eligible to receive No-Fault benefits if it fails to meet *any* applicable New York State or local licensing requirements necessary to perform such services in New York. See 11 N.Y.C.R.R. § 65-3.16(a)(12)(emphasis added).

61. In State Farm Mut. Auto. Ins. Co. v. Mallela, 4 N.Y.3d 313, 320 (2005), the New York Court of Appeals interpreted 11 N.Y.C.R.R. § 65-3.16(a)(12) to prohibit medical professional corporations, that were owned and controlled by laypersons, from reimbursement for No-Fault benefits.

62. More recently, in Andrew Carothers, MD, PC v. Progressive Ins. Co. 33 N.Y.3d 389, 406 (2019), the New York Court of Appeals reaffirmed *Mallela* ruling that a healthcare provider in “material breach of the foundation rule for professional corporation license – namely that it be controlled by licensed professionals – was enough to render [the healthcare provider] ineligible for reimbursement under 11 NYCRR 65-3.16(a)(12).”

63. In Fair Price Med. Supply Corp. v. ELRAC Inc., 12 Misc. 3d 119, 820 N.Y.S.2d 679 (App. Term, 2d & 11th Jud. Dists. 2006) the New York Appellate Term, Second Department interpreted 11 NYCRR § 65-3.16(a)(12) to prohibit professional medical corporations who engage in improper referrals (e.g., kickbacks), in violation of the Public Health Law, from reimbursement for No-Fault benefits.

64. Accordingly, under the No-Fault laws, a healthcare provider is not eligible to receive No-Fault benefits if it is fraudulently formed or incorporated, fraudulently controlled, engages in unlawful fee-splitting, engages in unlawful referrals, and/or fails to abide by any other state or local licensing requirement pertaining to medical professional corporations.

**B. Services Provided by Independent Contractors Are Not Reimbursable Under the No-Fault Laws**

65. It is well established under the No-Fault laws that when services are provided by an independent contractor, the professional corporation is not the “licensed provider” authorized to bill for the services.

66. 11 N.Y.C.R.R. 65-3.11(a) of the No-Fault law provides:

Direct Payments. (a) An insurer shall pay benefits for any element of loss, other than death Benefits, *directly to the applicant*, or when appropriate, to the applicant's parent or legal guardian, or to any person legally responsible for necessities, or *upon assignment by the applicant* or any of the aforementioned persons, shall *pay benefits directly to providers of health care services*. (*Emphasis added*)

67. The Department of Financial Services (formerly New York State Insurance Department) who is responsible for implementing the No-Fault law and promulgated 11 N.Y.C.R.R. 35-65.311(a) has consistently opined that the regulation prohibits professional corporations from billing insurers directly for services rendered by an independent contractor. See DOI Opinion Letters, February 21, 2001, February 5, 2002, March 11, 2002, October 29, 2003, and March 21, 2005. The Opinion Letters are annexed as *Exhibit 3*.

68. New York Courts have held consistent with the Insurance Department's interpretation holding that "an independent contractor...is not a provider of... services within the meaning of Section 65.15 (j)(1) (now 11 NYCRR 65.3.11(a) and is hence not entitled to recover direct payment of assigned No-Fault Benefits from the defendant insurer." A.B. Med. Servs., PLLC v. Liberty Mut. Ins. Co., 9 Misc. 3d 36, 37-38, 801 NYS2d 690 (App. Term, 2d & 11th Jud. Dists. 2005); See also Metroscan Imaging, P.C. v. GEICO Ins. Co., 13 Misc. 3d 35, 823 NYS2d 818 (App. Term, 2d & 11th Jud. Dists. 2006); Rockaway Boulevard Medical P.C. v. Progressive Ins., 9 Misc3d 52, 54, 802 N.Y.S.2d 302 (App. Term, 2d & 11th Jud. Dists. 2005).

### **C. Laws Pertaining to Racketeer Influenced and Corrupt Organizations ("RICO")**

69. The Organized Crime Control Act of 1970 was established to prevent and punish racketeering activity. See 18 U.S.C. § 1962.

70. Under 18 U.S.C. § 1962(c)-(d):

(c) it shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt.

(d) It shall be unlawful for any person to conspire to violate any provisions of subsection (a), (b), or (c) of this section.

71. An "enterprise," under 18 U.S.C. § 1961(4), "includes any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity[.]"

72. Under 18 U.S.C. § 1964 (a) Civil Remedies:

The district courts of the United States shall have jurisdiction to prevent and restrain violations of section 1962 of this chapter by issuing appropriate orders, including, but not limited to: ordering any person to divest himself of any interest, direct or indirect, in any enterprise; imposing reasonable restrictions on the future activities or investments of any person, including, but not limited to, prohibiting any person from engaging in the same type of endeavor as the enterprise engaged in, the activities of which affect interstate or foreign commerce; or ordering dissolution or reorganization of any enterprise, making due provision for the rights of innocent persons.

73. In addition to providing a mechanism to counter criminal activities, the RICO statute also establishes and provides for a private enforcement scheme for violations of the RICO statute.

74. 18 U.S.C § 1964(c) states:

Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee, except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962.

75. "Racketeering activity" is defined in 18 U.S.C. § 1961 and includes any act which is indictable under 18 U.S.C. § 1341 (relating to mail fraud).

76. An individual or entity commits mail fraud when they:

having devised or intending to devise any scheme or artifice to defraud, or for obtaining money...by means of false or fraudulent pretenses, representations, or promises...for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing.

## **II. The Fraudulent Scheme**

### **A. Fraudulent Operation, Management, and Control of the Ahmad Providers**

#### **i. Dr. Ahmad's Recruitment into the Fraudulent Scheme**

77. Dr. Ahmad was licensed to practice medicine in the State of New York in 1994.

78. Dr. Ahmad's alleged involvement in large-scale healthcare fraud pre-dates the Fraudulent Scheme. In 2015, the Office of the New York State Comptroller conducted an audit of Dr. Ahmad's treatment of Medicaid patients that covered a period of five years.<sup>2</sup> The audit resulted in the finding that Dr. Ahmad's medical record-keeping was woefully insufficient casting doubt as to whether he provided appropriate care to patients that resulted in \$1,039,404 of services billed by Dr. Ahmad and over \$15 million billed by pharmacies resulting from his prescriptions.

79. The Controller further noted that its audit appeared to have a direct impact on the revenues generated by Dr. Ahmad's medical practice. Specifically, after the audit was commenced, Dr. Ahmad's direct billing reduced by fifty-five (55) percent and billing resulting from his prescriptions reduced by sixty (60) percent.

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<sup>2</sup> The audit covered the period of January 1, 2007, through December 31, 2011.

80. Accordingly, when Dr. Ahmad agreed to participate in the Fraudulent Scheme, his reputation as a physician was tarnished by a public record of suspected wrongdoing by government entities and his means of generating legitimate income was demonstrably reduced.

81. Under this backdrop, Dr. Ahmad conspired with the John Doe Defendants to circumvent New York law and its prohibitions against lay control over the provisions of healthcare services. Specifically, upon information and belief, in exchange for a designated salary or other form of compensation from the Joe Doe Defendants, Dr. Ahmad agreed to falsely represent to state regulators and insurers that he operated, managed, and controlled the Ahmad Providers when, in fact, he was a straw owner only and never treated patients through the entities.

82. At all relevant times discussed herein, the John Doe Defendants operated, managed, and controlled the Ahmad Providers and Dr. Ahmad knew that the Ahmad Providers would be used to submit fraudulent billing to insurers, including Allstate.

**ii. Dr. Ahmad Cedes Financial Control to the John Doe Defendants**

83. Upon information and belief, the John Doe Defendants effectuated control of the Ahmad Providers through secret complex financial arrangements. Specifically, to implement the Fraudulent Scheme, Dr. Ahmad executed a series of bogus “funding agreements” that accomplished two primary objectives: (i) granted the John Doe Defendants complete control and authority over the revenue and assets generated by Ahmad Providers, and (ii) obfuscated the flow of money making it difficult to trace back to the John Doe Defendants.

84. In a legitimate funding arrangement within the healthcare context, a doctor receives payment advances from funders in exchange for part, or all, of their accounts receivables thereby permitting the doctor to operate their business. The funder receives interest on their loan and fixed income at low risk. The terms of the agreement (including interest rates, fees, etc.) are clearly

delineated and would be the product of an arm's length negotiation, reasonable, and beneficial to both parties.

85. Upon information and belief, the funding agreements that the Ahmad Providers entered into were a complete sham. Pursuant to the terms of the "funding agreements," Dr. Ahmad relinquished all rights to revenues generated by the Ahmad Providers in exchange for "advances" from "funding companies" at exorbitant rates (including fees and interest) that no legitimate business would accept.

**GEICO v. RIAZ, et al.**

86. In light of the intentional steps that the Defendants took to conceal the involvement of the John Doe Defendants, their identities remain unknown to Allstate. Further, Allstate made numerous efforts to verify Dr. Ahmad's ownership, management, and control of the Ahmad Providers through the mechanisms prescribed by the No-Fault laws. This included Allstate's requests for examinations under oath of Dr. Ahmad, and documentation relating to the Ahmad Providers. The Defendants failed to comply with Allstate's requests.

87. Similarly, New York No-Fault insurer Government Employees Insurance Company ("GEICO") brought an action against Dr. Ahmad describing a fundamentally similar, if not identical healthcare fraud scheme, as described herein.<sup>3</sup> At the time of their original complaint, GEICO alleged that unlicensed individuals, among other things, assisted in the operation of Dr. Ahmad's entities and their implementation of pre-determined fraudulent treatment protocols, as well as engaging in kickbacks on their behalf. GEICO's original complaint named these

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<sup>3</sup> Gov't Emples. Co. et al, v. Riaz , M.D., et al. 22-cv-06713-ARR-JAM (E.D.N.Y.); Dkt., 1. The GEICO action, among other Defendants, names Dr. Ahmad personally as well as the same provider defendants named herein, with the exception of Wellness Integrative.

individuals as john doe defendants.<sup>4</sup> However, the “operation and financial framework of the fraudulent scheme” was discovered by GEICO through non-party discovery.<sup>5</sup>

88. Based on the information received by GEICO through the non-party discovery, GEICO amended their complaint and identified some of the “john doe defendants.” GEICO’s amended complaint alleged that these individuals and entities all participated in the fraudulent scheme in some capacity. Generally, GEICO outlined the roles of the lay defendants as follows: (i) unlicensed laypersons who unlawfully controlled Ahmad’s practices (“Unlicensed Layowners”); (ii) individuals/entities who advanced funds to the Unlicensed Layowners in exchange for the accounts receivable of the practices (“Funders”); and (iii) individuals who laundered the revenue generated by the fraudulent scheme including entities owned by the Unlicensed Layowners (“Launderers”).<sup>6</sup>

89. To summarize, GEICO alleged that Dr. Ahmad received a periodic payment from the Unlicensed Layowners in exchange for allowing his name, license, and the tax identification numbers associated with his medical practices to be used to bill for fraudulent services including Shockwave, FCE, Spinal Ultrasound, Vestibular, Doppler and EMG/NCV studies.<sup>7</sup> Then at the request of the Unlicensed Layowners, Ahmad executed: (i) funding agreements to allow for payment of “advances” to the Unlicensed Layowners; (ii) retainer agreements and/or letters of representation with No-Fault collection attorneys; and (iii) directives that authorized the No-Fault

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<sup>4</sup> Id., *passim*.

<sup>5</sup> Id. Dkts., 33 and 39, ¶ 75.

<sup>6</sup> Id. Dkt. 39, ¶¶ 4-44

<sup>7</sup> Id. at ¶ 75

collection attorneys to transfer the overall net proceeds from the practices' collections to the Funders.<sup>8</sup>

90. GEICO provided specific examples of how the funding agreements enabled the Unlicensed Layowners to profit from the fraudulent scheme. In one instance, GEICO alleged that one Funder "advanced" at least \$500,000 against the fraudulent billing generated by the AR Practice.<sup>9</sup> In contrast to a legitimate funding arrangement, GEICO alleged that the advances did not go to Dr. Ahmad (the record owner of the AR Practice) but instead, were directed to the Launderers who, as described above, included entities owned by the Unlicensed Layowners.<sup>10</sup> This enabled the Unlicensed Layowners to realize their profits up front for their role in the fraudulent scheme and continue financing its operations.<sup>11</sup>

91. In keeping with the fact that the so called "advances" were made in furtherance of the fraudulent scheme, GEICO identified Launderers that received advances related to the AR Practice.<sup>12</sup> GEICO alleged that two of these Launderers invoked their Fifth Amendment privilege against self-incrimination when asked whether funds were advanced to the Launderers in furtherance of a similar insurance fraud and kickback scheme.<sup>13</sup>

92. While the "funding agreements" serve the purpose of granting the Unlicensed Layowners control over Dr. Ahmad's practices revenues, the Funders also benefited from this arrangement. GEICO set forth that in exchange for fronted money (i.e., giving advances) against the Dr. Ahmad's accounts receivables, the Funders received the right to repayment at exorbitant

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<sup>8</sup> Id at ¶ 76.

<sup>9</sup> Id at ¶¶ 86-87

<sup>10</sup> Id.

<sup>11</sup> Id.

<sup>12</sup> Id. at ¶ 87

<sup>13</sup> Id. at ¶ 89-90

rates.<sup>14</sup> Further, the Funders right to payment was secured by the payment directives which directed the No-Fault collection attorneys to turn over insurer payments for the fraudulent billing directly to the Funders.<sup>15</sup>

93. GEICO further provided specific examples of how the flow of funds involving the Funders of Community Medical, Comfort Care, the AR Practice, and the RA Practice engaged in money laundering.<sup>16</sup> Specifically, between 2017 through 2022, these Funders issued over 1.5 million dollars in checks from their bank accounts that were exchanged at various check cashing facilities in New Jersey, largely by one individual who was previously indicted for recruiting people to act as phony patients in connection with illegal prescription drug trafficking.<sup>17</sup>

94. Consistent with GEICO's allegations that insurer payments went to Funders who used New Jersey Check cashing facilities to launder funds rather than Dr. Ahmad, Allstate issued checks to DLC that were mailed to the address of a No-Fault collection attorney which were ultimately exchanged at check cashing facilities in New Jersey.

iii. **Fraudulent Operation of the Ahmad Providers**

95. The Ahmad Providers displayed no indicia of legitimate medical practices, and the manner in which they operated was designed solely to perpetrate the Fraudulent Scheme. To this end, the modus operandi of the Defendants was to submit large volumes of fraudulent billing spread across multiple practices and then quickly replace those practices with new entities thereby continuing the fraudulent scheme uninterrupted.

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<sup>14</sup> Id. at ¶ 83

<sup>15</sup> Id. at ¶ 76

<sup>16</sup> Id. at ¶¶ 91-92

<sup>17</sup> Id. at ¶¶ 45-48, 91-92

96. The “quick hit” approach of the Ahmad Providers was intentionally designed to avoid detection by, among other things, hindering insurers from discovering their fraud through the verification processes permitted under the New York No-Fault law. The strategy also minimized billing through any individual Ahmad Provider to “stay under the radar” of Allstate and other insurers.

97. In total, as part of the Fraudulent Scheme, through six medical entities, which operated across seventy-one distinct locations, the Defendants exploited at least 450 Allstate Insureds and generated thousands of false bills and medical records to demand in excess of \$1,735,160.41 from Allstate for services that were medically unnecessary, illusory, and unlawfully rendered.

98. This commencement, rapid expansion, and then abandonment of billing by the Ahmad Providers was entirely inconsistent with how a legitimate sole practitioner would operate a business or healthcare practice. A legitimate physician owner would be expected to practice under one entity in order to consolidate cost and build brand recognition, grow at a sustainable rate, and maintain profitable practices.

99. The Fraudulent Scheme commenced within weeks of the intended implementation of the Fee Schedule changes when Comfort Care began billing Allstate on January 16, 2020. Comfort Care had never previously billed Allstate.<sup>18</sup>

100. On November 4, 2020, approximately one month after the Fee Schedule changes became effective, Comfort Care began purportedly rendering the Fraudulent Services from six office locations and their billing exponentially increased.

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<sup>18</sup> The DFS changes implemented by the 35th Amendment to Regulation 83 were delayed for nine months, changing the effective date from January 1, 2020, to October 1, 2020.

101. Four months later, on March 22, 2021, Community Medical commenced billing Allstate for the Fraudulent Services from thirty office locations. Before this, Community Medical had not billed Allstate in over ten years.

102. DLC commenced billing Allstate for the Fraudulent Services on August 30, 2021, from eleven different office locations. Before this, DLC had not billed Allstate in nearly four years.

103. Less than two months later, on October 18, 2021, the AR Practice began submitting billing for the Fraudulent Services to Allstate from twelve office locations. Dr. Ahmad had never previously billed Allstate under this tax identification number.

104. Less than a month later, on November 10, 2021, the RA Practice began billing Allstate for the Fraudulent Services purportedly rendered at eleven offices. Dr. Ahmad had never previously billed Allstate under this tax identification number.

105. Accordingly, in less than two years, five medical practices purportedly operated, managed, and controlled by Dr. Ahmad began billing Allstate for the same Fraudulent Services across the metropolitan area. Further, the practices facially thrived, billing well over a million dollars to Allstate alone.

106. Notwithstanding this apparent success which would be viewed as a dream to any individual establishing one medical practice, let alone five practices, Dr. Ahmad inexplicably abandoned billing Allstate through the five practices in short order.

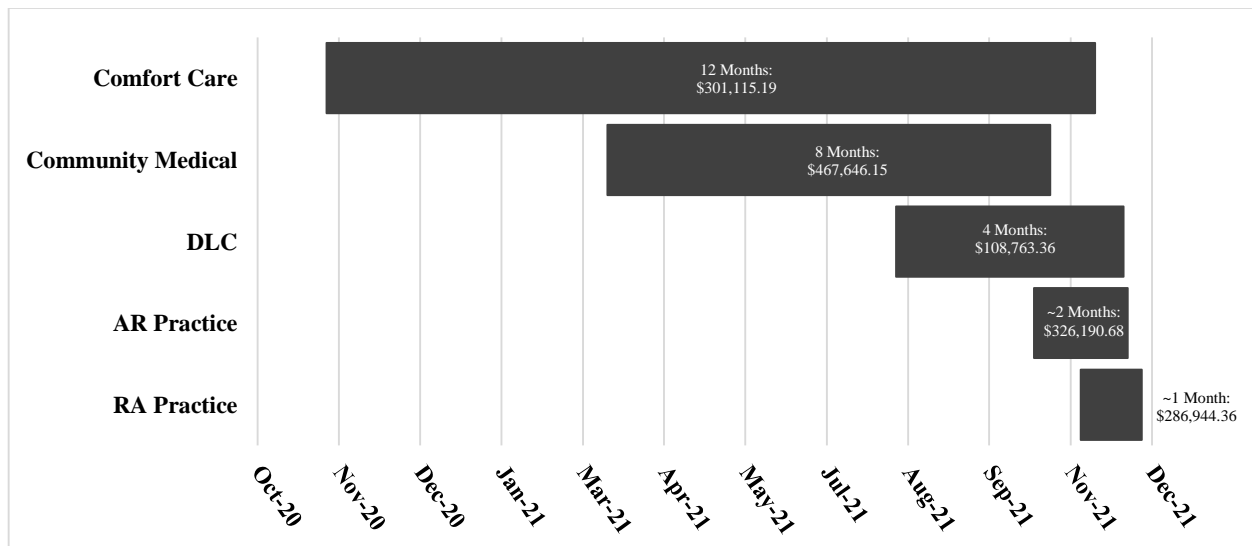
- (i) Community Medical stopped billing Allstate for services rendered after October 26, 2021, only eight months after it commenced billing.<sup>19</sup>

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<sup>19</sup> A single bill was sent for date of service November 22, 2022.

- (ii) Comfort Care stopped billing Allstate for services rendered after November 17, 2021, only one year after it commenced billing.
- (iii) DLC stopped billing Allstate for services rendered after December 3, 2021, only four months after it commenced billing.
- (iv) AR Practice stopped billing Allstate for services rendered after December 3, 2021, less than two months after it commenced billing.
- (v) The RA Practice stopped billing Allstate for services rendered after December 10, 2021, only 22 days after it commenced billing.

107. Below is a chart displaying a summary of the billing patterns of the Ahmad Providers after the Fee Schedule changes became effective:



108. Finally, approximately one year after Dr. Ahmad had ceased billing Allstate through the five entities described above, they were replaced by Wellness Integrative, which began billing Allstate for the same Fraudulent Services from many of the same locations.

**iv. Fraudulent Management of the Ahmad Providers**

109. The John Doe Defendants managed the Ahmad Providers in association with a large-scale healthcare fraud scheme against Allstate and other insurers that involved a number of physicians and healthcare practices that replaced one another to conceal and further the fraudulent

healthcare scheme. This is evidenced, in part, by how ostensibly unrelated medical entities operated in a materially identical manner providing the same services, on the same patients, at the same locations and using the same treatment templates.

110. As Insureds ostensibly transitioned care from one of the Ahmad Providers to an unrelated healthcare provider and vice versa, oftentimes everything about the Insureds' treatment remained identical. There was no legitimate reason for the change in the medical entity beyond circumventing insurance company investigations and continuing the fraudulent exploitation of New York's No-Fault insurance system.

111. For example, Insured RT (Claim No. 0646482729) was a twenty-three-year-old male driver purportedly involved in a motor vehicle accident on October 20, 2021. Insured TR (Claim No. 0646482729) was a thirty-year-old female passenger involved in the same accident. Neither Insured sought any medical attention on the date of the loss but both ended up at the same No-Fault Clinic located at 160-59 Rockaway Boulevard, Jamaica, NY 11424 where they were subjected to a laundry list of "treatments" including Shockwave.

112. Even though RT and TR were differently situated, and purportedly sustained different injuries, they were subjected to the same Shockwave protocol that was purportedly rendered by Dr. Ahmad and five other "independent" physicians. Each of these physicians (labeled as Doctors "1" through "5") billed Allstate under a different medical entity.

113. RT's Shockwave protocol was as follows:

- (i) Doctor 1 for two dates of service from October 27, 2021, through November 1, 2021.
- (ii) Doctor 2 for two dates of service from November 5, 2021, through November 8, 2021.
- (iii) RA Practice for six dates of service from November 10, 2021, through December 8, 2021.

- (iv) Doctor 3 for six dates of service from December 13, 2021, through January 19, 2022.
- (v) Doctor 4 for two dates of service from February 7, 2022, through February 16, 2022.
- (vi) Doctor 5 for four dates of service from February 28, 2022, through March 25, 2022.

114. TR's Shockwave protocol was as follows:

- (i) Doctor 1 for one date of service on October 27, 2021.
- (ii) Doctor 2 for two dates of service from November 5, 2021, through November 8, 2021.
- (iii) RA Practice for six dates of service from November 10, 2021, through December 8, 2021.
- (iv) Doctor 3 for seven dates of service from December 13, 2021, through January 24, 2022.
- (v) Doctor 4 for three dates of service from February 7, 2022, through February 18, 2022.
- (vi) Doctor 5 for four dates of service from February 28, 2022, through March 25, 2022.

115. Dr. Ahmad and the five other physicians each billed Allstate through distinct entities yet they all purported to document the alleged treatment using the same exact treatment template. An example of the Shockwave treatment record for Dr. Ahmad and the five other doctors for each Insured is shown below:



### Doctor 3 Treatment Records

IDENTIFICATION NOTES

Patient Name: [REDACTED] DATE: 02/25/21

DATE	PHYSICIAN	WOUND	WOUND	WOUND	WOUND	WOUND
12/17/21	[REDACTED]					

NET Examination, Shock Wave Procedure

Control upper right quadrant pain  0/10  
 Control upper left quadrant pain  0/10  
 Control lower right quadrant pain  0/10

Shoulder: R Left: 0/10 Right: 0/10      Knee: R Left: 0/10 Right: 0/10  
 Elbow: R Left: 0/10 Right: 0/10      Wrist: R Left: 0/10 Right: 0/10  
 Ankle: R Left: 0/10 Right: 0/10      Hip: R Left: 0/10 Right: 0/10  
 Low back: R Left: 0/10 Right: 0/10      Upper leg: R Left: 0/10 Right: 0/10  
 Foot: R Left: 0/10 Right: 0/10

Total Number of Units: \_\_\_\_\_ Doctor Signature: *R. G...*

### Doctor 3 Treatment Records

IDENTIFICATION NOTES

Patient Name: [REDACTED] DATE: 02/25/21

DATE	PHYSICIAN	WOUND	WOUND	WOUND	WOUND	WOUND
12/17/21	[REDACTED]					

NET Examination, Shock Wave Procedure

Control upper right quadrant pain  0/10  
 Control upper left quadrant pain  0/10  
 Control lower right quadrant pain  0/10

Shoulder: R Left: 0/10 Right: 0/10      Knee: R Left: 0/10 Right: 0/10  
 Elbow: R Left: 0/10 Right: 0/10      Wrist: R Left: 0/10 Right: 0/10  
 Ankle: R Left: 0/10 Right: 0/10      Hip: R Left: 0/10 Right: 0/10  
 Low back: R Left: 0/10 Right: 0/10      Upper leg: R Left: 0/10 Right: 0/10  
 Foot: R Left: 0/10 Right: 0/10

Total Number of Units: \_\_\_\_\_ Doctor Signature: *R. G...*

### Doctor 4 Treatment Records

IDENTIFICATION NOTES

Patient Name: [REDACTED] DATE: 02/25/21

DATE	PHYSICIAN	WOUND	WOUND	WOUND	WOUND	WOUND
02/07/21	[REDACTED]					

NET Examination, Shock Wave Procedure

Control upper right quadrant pain  0/10  
 Control upper left quadrant pain  0/10  
 Control lower right quadrant pain  0/10

Shoulder: R Left: 0/10 Right: 0/10      Knee: R Left: 0/10 Right: 0/10  
 Elbow: R Left: 0/10 Right: 0/10      Wrist: R Left: 0/10 Right: 0/10  
 Ankle: R Left: 0/10 Right: 0/10      Hip: R Left: 0/10 Right: 0/10  
 Low back: R Left: 0/10 Right: 0/10      Upper leg: R Left: 0/10 Right: 0/10  
 Foot: R Left: 0/10 Right: 0/10

Total Number of Units: \_\_\_\_\_ Doctor Signature: *[Signature]*

### Doctor 4 Treatment Records

IDENTIFICATION NOTES

Patient Name: [REDACTED] DATE: 02/25/21

DATE	PHYSICIAN	WOUND	WOUND	WOUND	WOUND	WOUND
12/17/2021	[REDACTED]					

NET Examination, Shock Wave Procedure

Control upper right quadrant pain  0/10  
 Control upper left quadrant pain  0/10  
 Control lower right quadrant pain  0/10

Shoulder: R Left: 0/10 Right: 0/10      Knee: R Left: 0/10 Right: 0/10  
 Elbow: R Left: 0/10 Right: 0/10      Wrist: R Left: 0/10 Right: 0/10  
 Ankle: R Left: 0/10 Right: 0/10      Hip: R Left: 0/10 Right: 0/10  
 Low back: R Left: 0/10 Right: 0/10      Upper leg: R Left: 0/10 Right: 0/10  
 Foot: R Left: 0/10 Right: 0/10

Total Number of Units: \_\_\_\_\_ Doctor Signature: *[Signature]*

### Doctor 5 Treatment Records

IDENTIFICATION NOTES

Patient Name: *Theresa Thomas* DATE: 02/25/21

DATE	PHYSICIAN	WOUND	WOUND	WOUND	WOUND	WOUND
02/21/21	[REDACTED]					

NET Examination, Shock Wave Procedure

Control upper right quadrant pain  0/10  
 Control upper left quadrant pain  0/10  
 Control lower right quadrant pain  0/10

Shoulder: R Left: 0/10 Right: 0/10      Knee: R Left: 0/10 Right: 0/10  
 Elbow: R Left: 0/10 Right: 0/10      Wrist: R Left: 0/10 Right: 0/10  
 Ankle: R Left: 0/10 Right: 0/10      Hip: R Left: 0/10 Right: 0/10  
 Low back: R Left: 0/10 Right: 0/10      Upper leg: R Left: 0/10 Right: 0/10  
 Foot: R Left: 0/10 Right: 0/10

Total Number of Units: \_\_\_\_\_ Doctor Signature: *[Signature]*

### Doctor 5 Treatment Records

IDENTIFICATION NOTES

Patient Name: *Theresa Thomas* DATE: 02/25/21

DATE	PHYSICIAN	WOUND	WOUND	WOUND	WOUND	WOUND
02/25/21	[REDACTED]					

NET Examination, Shock Wave Procedure

Control upper right quadrant pain  0/10  
 Control upper left quadrant pain  0/10  
 Control lower right quadrant pain  0/10

Shoulder: R Left: 0/10 Right: 0/10      Knee: R Left: 0/10 Right: 0/10  
 Elbow: R Left: 0/10 Right: 0/10      Wrist: R Left: 0/10 Right: 0/10  
 Ankle: R Left: 0/10 Right: 0/10      Hip: R Left: 0/10 Right: 0/10  
 Low back: R Left: 0/10 Right: 0/10      Upper leg: R Left: 0/10 Right: 0/10  
 Foot: R Left: 0/10 Right: 0/10

Total Number of Units: \_\_\_\_\_ Doctor Signature: *[Signature]*

116. These are just representative samples. In many of the claims identified in Exhibit 1, Allstate received billing for Shockwave from the Ahmad Providers and multiple other medical

entities in connection with the same Insured using the same template to document the alleged treatment.

117. The billing protocol seamlessly transitioned from one doctor to the next even though none of the six doctors documented (i) an evaluation of either Insured, (ii) that either Insured was a new patient, (iii) the transfer of patient care from one professional to another, (iv) any reason for the change in provider, or (v) that they were discharging either Insured as a patient.

118. As such, if Insureds RT's and TR's medical records are to be believed at face value, it would mean that two differently situated individuals, who presented with different injuries, each required Shockwave treatment often on the same exact dates. Further, each Insured chose to receive Shockwave from the same six distinct medical practices that operated at the same location.

119. Even assuming arguendo that such a treatment pattern was not absurd at face value, RT and TR had no knowledge that they were being used as pawns and cycled through a laundry list of healthcare providers. In fact, RT and TR each testified that *one individual* performed the Shockwave treatment even though the healthcare practices submitting the billing and the doctors "signing" the treatment records kept changing.

120. On January 26, 2022, RT testified as follows regarding his Shockwave treatment.

Q. And was the treatment done by the same person or people?

A. Yes.

Q. And was it one person who administered the treatment or more than one?

A. One.

Q. What did this person look like?

A. He is a white male.

Q. And how often did you see this person?

A. Twice a week.

Q. Did this person examine you or did he just give you the treatment?

A. He just gave me the treatment.

Q. Was the treatment the same from visit-to-visit?

A. Yes.

Q. And can you describe the treatment, please?

A. Um, it's kind of like a machine gun, like a pulsating machine gun and it, uh, it, uh, I guess, it repeatedly hits my back over and over and over again, like, shockwave kind of.

...

Q. For how long?

A. For probably five-to-ten minutes.

121. On February 22, 2022, TR testified as follows regarding her Shockwave treatment.

Q. Do you know what shockwave treatment is?

A. Yes.

Q. Can you describe that, please?

A. It's a machine that hits your back.

Q. And did you receive that kind of treatment for this accident?

A. Yes.

Q. How many different people did you see for shockwave?

A. One.

Q. Do you know this person's name?

A. I do not.

Q. What did this person look like?

A. A white man.

...

Q. And how often did you see this person?

A. Three times a week.

122. Further evidencing that Dr. Ahmad played no role in the operation, management, or treatment rendered by the Ahmad Providers, the Defendants routinely submitted bills to Allstate which represented that Dr. Ahmad performed the service, however, the corresponding treatment record contained the signature stamp of a different physician who routinely purported to treat the same Insureds as Dr. Ahmad.

123. As a representative examples:

- (i) Community Medical billed Allstate for Shockwave rendered by Dr. Ahmad to Insured RH (Claim No. 0619618167) on August 30, 2021. Nevertheless, the signature stamp of a different doctor appeared on the medical record.
- (ii) Community Medical billed Allstate for Shockwave rendered by Dr. Ahmad to Insured YT (Claim No. 0619618167) on August 24, 2021. Nevertheless, the signature stamp of a different doctor appeared on the medical record.
- (iii) Community Medical billed Allstate for Shockwave rendered by Dr. Ahmad to Insured KG (Claim No. 0625570619) on August 26, 2021, and September 3, 2021. Nevertheless, the signature stamp of a different doctor appeared on both corresponding medical records.
- (iv) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured SS (Claim No. 0628484941) on September 1, 2021. Nevertheless, the signature stamp of a different doctor appeared on the corresponding medical record.
- (v) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured EH (Claim No. 0628613432) on August 30, 2021, and September 1, 2021. Nevertheless, the signature stamp of a different doctor appeared on both corresponding medical records.
- (vi) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured KE (Claim No. 0629892695) on August 25, 2021, and September 2, 2021. Nevertheless, the signature stamp of a different doctor appeared on both corresponding medical records.
- (vii) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured TL (Claim No. 0622490522) on August 24, 2021, and August 30, 2021. Nevertheless, the signature stamp of a different doctor appeared on both corresponding medical records.
- (viii) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured DC (Claim No. 0635239569) on August 25, 2021, and August 30, 2021. Nevertheless, the signature stamp of a different doctor appeared on both corresponding medical records.
- (ix) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured MM (Claim No. 0635460850) on August 30, 2021. Nevertheless, the signature stamp of a different doctor appeared on the corresponding medical record.
- (x) Community Medical billed Allstate for Shockwave treatment rendered by Dr. Ahmad to Insured TB (Claim No. 0638099613) on August 30, 2021. Nevertheless, the signature stamp of a different doctor appeared on the corresponding medical record.


124. These are only representative examples. In many of the claims identified in Exhibit 1 a different physician signed the treatment records for services that were purportedly rendered by Dr. Ahmad.

125. Similarly, on many occasions Community Medical submitted No-Fault Assignment of Benefits forms to Allstate that were executed on behalf of Community Medical by an unrelated doctor who was never listed as an employee of Community Medical. Notably, this doctor purported to own her own practice and billed Allstate for Shockwave performed on many of the same Insureds as Dr. Ahmad. Below are representative examples:

AOB for Insured KG (Claim No. 0625570619)

Community Medical Care of NY PC  
c/o Korsunskiy Legal Group  
1674 East 22<sup>nd</sup> Street  
Brooklyn, NY 11229

(Address of Provider)

  
(Signature of Provider)


8/26/21  
(Date of signature)

NYS FORM NF-AOB (Rev 1/2004)

AOB for Insured SS (Claim No. 0628484941)

Community Medical Care of NY PC  
c/o Korsunskiy Legal Group  
1674 East 22<sup>nd</sup> Street  
Brooklyn, NY 11229

(Address of Provider)

  
(Signature of Provider)

9/1/21  
(Date of signature)

NYS FORM NF-AOB (Rev 1/2004)

AOB for Insured TB (Claim No. 0638099613)

Community Medical Care of NY PC  
 c/o Korsunskiy Legal Group  
 1674 East 22<sup>nd</sup> Street  
 Brooklyn, NY 11229

(Address of Provider)

*[Signature]*  
 (Signature of Provider)

8/30/21  
 (Date of signature)

NYS FORM NF-AOB (Rev 1/2004)

126. In some instances, the Ahmad Providers even submitted the same carbon copy treatment records as other providers and falsified the record by whiting out and/or otherwise manipulating the treatment date.

127. For example, the below records purport to document Shockwave treatment rendered to Insured AAZ (Claim No. 0645213273) by Dr. Ahmad, and two other physicians supposedly treating through distinct medical entities:

AR Practice shockwave treatment record for Insured AAZ for service date 11/23/21	<b>ESWT PROGRESS THERAPY NOTES</b>																																										
	Extracorporeal shock wave therapy (ESWT) is a noninvasive method used to treat pain with shock or sound waves directed from outside the body onto the area to be treated, (e.g., the heel in the case of plantar fasciitis). Shock waves are generated at high- or low-energy intensity, and treatment protocols can include more than one treatment. ESWT has been investigated for use in a variety of musculoskeletal conditions.																																										
	Patient Name: [Redacted] Date of Service: 11/23/21 Patient Signature: [Redacted]																																										
	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>1 Visit</td> <td>2 PLU/Visit</td> <td>3 PLU/Visit</td> <td>4 PLU/Visit</td> <td>5 PLU/Visit</td> <td>6 PLU/Visit</td> <td>7 PLU/Visit</td> <td>8 PLU/Visit</td> <td>9 PLU/Visit</td> </tr> <tr> <td></td> <td>✓</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	1 Visit	2 PLU/Visit	3 PLU/Visit	4 PLU/Visit	5 PLU/Visit	6 PLU/Visit	7 PLU/Visit	8 PLU/Visit	9 PLU/Visit		✓																															
1 Visit	2 PLU/Visit	3 PLU/Visit	4 PLU/Visit	5 PLU/Visit	6 PLU/Visit	7 PLU/Visit	8 PLU/Visit	9 PLU/Visit																																			
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Total body part treated	2																																										

Manipulated carbon copy record submitted to Allstate by an unrelated doctor for date of service 11/30/21

**ESWT PROGRESS THERAPY NOTES**

Extracorporeal shock wave therapy (ESWT) is a noninvasive method used to treat pain with shock or sound waves directed from outside the body onto the area to be treated, (e.g., the heel in the case of plantar fasciitis). Shock waves are generated at high- or low-energy density, and treatment protocols may include more than one treatment. ESWT has been investigated for use in a variety of musculoskeletal conditions.

Patient Name: [REDACTED] Date of Service: 11/30/21

Patient Signature: [REDACTED]

Physician	PT/OT/PM	PT/OT/PM	PT/OT/PM	PT/OT/PM	PT/OT/PM	Nurse	Other	SP/Other
<input checked="" type="checkbox"/>								

Cervical spine region muscular pain:  0101T  
 Thoracic spine region muscular pain:  0101T  
 Lumbar spine region muscular pain:  0101T  
 Shoulder:  Left  Right 0101T  
 Elbow:  Left  Right 0101T  
 Wrist:  Left  Right 0101T  
 Hip:  Left  Right 0101T  
 Upper leg:  Left  Right 0101T  
 Lower leg:  Left  Right 0101T  
 Knee:  Left  Right 0101T  
 Ankle:  Left  Right 0101T  
 Feet:  Left  Right 0101T  
 Other: \_\_\_\_\_

Total body pain treated: 8

Manipulated carbon copy record submitted to Allstate by a second unrelated doctor for date of service 12/7/21

**PHYSICIAN THERAPY NOTES**

Subsequent visits were therapy (PT) a conservative medical and physical treatment in order to improve overall function (to help with the pain management, i.e., related to the report of pain/limited). Measurements are provided to help in the diagnosis, severity, and treatment progression. Initial visit the assessment (PT) has been investigated for the presence of musculoskeletal conditions.

Patient Name: [REDACTED] Date of Service: 12/7/21  
 Patient Signature: [REDACTED]

Neck	Shoulder	Elbow	Wrist	Hand	Thumb	Index	Middle	Ring	Pinky
<input checked="" type="checkbox"/>									

Cervical spine regions muscular pain:  2 / 5 (PT)  
 Thoracic spine regions muscular pain:  2 / 5 (PT)  
 Lumbar spine regions muscular pain:  2 / 5 (PT)

Shoulder: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Elbow: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Wrist: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Hip: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Upper leg: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Lower leg: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Ankle: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Foot: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Toe: 2 / 5 (L) 2 / 5 (R) 2 / 5 (B)  
 Other: \_\_\_\_\_

Next body part: 1

AR Practice Referral and Statement of Necessity for Insured AAZ

Date: 12/9/21 Referring Physician: Miran Lujg-Martinez, M.D.  
 Patient Name: [REDACTED] DOA: 12/21/21 DOB: [REDACTED]

**TREATMENT GOALS:**  
 Improve Mobility and ROM  Decrease Pain  Improve Function/Activity Tolerance  Reduce Side-Effect Adherence  Other \_\_\_\_\_  
 Decrease Inflammation  Decrease General Fatigue/Discomfort  Decrease Stiffness

The above named patient is referred for Extracorporeal Shockwave therapy for the following areas:

Shoulder:  Left  Right  None  Left  Right  
 Elbow:  Left  Right  None  Left  Right  
 Ankle:  Left  Right  None  Left  Right  
 Lower leg - distal tibia:  Left  Right  None  Left  Right  
 Foot - ball space, plantar fasciitis, Achilles tendinitis:  Left  Right  
 Cervical spine regions muscular pain:  Thoracic spine regions muscular pain:  Lumbar spine regions muscular pain:

Patient had not initially responded to conservative physical therapy.

Duration and frequency: Treatment to be provided: 12 sessions total for 6 weeks

Notes: \_\_\_\_\_

*Miran Lujg-Martinez*  
 Miran Lujg-Martinez, M.D.  
 1011 BOLL TOWER BLDG

Manipulated carbon copy record submitted to Allstate by an unrelated doctor

Date: 11/28/21 Referring Physician: Wendy Lutz-Muller, M.D.  
 Patient Name: [REDACTED] DOB: [REDACTED]

**TREATMENT GOALS:**  
 Improve Mobility and ROM  
 Decrease Inflammation  
 Decrease General Physical Discomfort  
 Improve Pain  
 Decrease General Physical Discomfort  
 Decrease Inflammation  
 Improve Functional/Activity Tolerance  
 Reduce Spinal Tissue Adhesions Other: \_\_\_\_\_

The aforementioned patient is referred for Chiropractic/Manual Therapy for the following areas:

Shoulder	<input checked="" type="checkbox"/> Left <input type="checkbox"/> Right	Wrist	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Elbow	<input type="checkbox"/> Left <input type="checkbox"/> Right	Wrist	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Acute	<input type="checkbox"/> Left <input type="checkbox"/> Right	Wrist - Acute	<input checked="" type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Lower leg - distal spine	<input type="checkbox"/> Left <input type="checkbox"/> Right	Upper leg - Distal End Motion Systems	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Foot - distal spine, plantar fasciitis, Achilles tendinitis	<input type="checkbox"/> Left <input type="checkbox"/> Right		

Cervical spine region muscular pain  Thoracic spine region muscular pain  Lumbar spine region muscular pain

Patient has not sufficiently responded to conservative physical therapy.

Duration and Frequency of Treatment to be provided: 12 sessions for 12 weeks

Name: \_\_\_\_\_

*[Signature]*  
 Wendy Lutz-Muller, M.D.  
 M.D. State of Wisconsin

Manipulated carbon copy record submitted to Allstate by a second unrelated doctor

Date: 11/28/21 Referring Physician: Wendy Lutz-Muller, M.D.  
 Patient Name: [REDACTED] DOB: [REDACTED]

**TREATMENT GOALS:**  
 Improve Mobility and ROM  
 Decrease Inflammation  
 Decrease General Physical Discomfort  
 Improve Pain  
 Decrease General Physical Discomfort  
 Decrease Inflammation  
 Improve Functional/Activity Tolerance  
 Reduce Spinal Tissue Adhesions Other: \_\_\_\_\_

The aforementioned patient is referred for Chiropractic/Manual Therapy for the following areas:

Shoulder	<input checked="" type="checkbox"/> Left <input type="checkbox"/> Right	Wrist	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Elbow	<input type="checkbox"/> Left <input type="checkbox"/> Right	Wrist	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Acute	<input type="checkbox"/> Left <input type="checkbox"/> Right	Wrist - Acute	<input checked="" type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Lower leg - distal spine	<input type="checkbox"/> Left <input type="checkbox"/> Right	Upper leg - Distal End Motion Systems	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right
Foot - distal spine, plantar fasciitis, Achilles tendinitis	<input type="checkbox"/> Left <input type="checkbox"/> Right		

Cervical spine region muscular pain  Thoracic spine region muscular pain  Lumbar spine region muscular pain

Patient has not sufficiently responded to conservative physical therapy.

Duration and Frequency of Treatment to be provided: 12 sessions for 12 weeks

Name: \_\_\_\_\_

*[Signature]*  
 Wendy Lutz-Muller, M.D.  
 M.D. State of Wisconsin

128. As further described below, the Defendants even duplicated medical records between the Ahmad Providers and practices supposedly owned by different physicians wherein the billed for service was Vestibular testing and it was *medically impossible for two patients to have the same exact results*.

**B. Gaining Access to Insureds Through Unlawful Kickback and Referral Agreements**

129. To perpetuate the Fraudulent Scheme, the Defendants entered into unlawful referral and kickback agreements to secure patients whose insurance policies could be used to bill for the Fraudulent Services. In exchange for the payments, patients were directed to the Ahmad Providers and in turn, the Defendants submitted bills to Allstate for services supposedly rendered to those patients.

130. The Fraudulent Scheme could not have been carried out without these unlawful referral arrangements as the Ahmad Providers had no legitimate patients of their own and as such, could not generate revenue by billing Allstate and other insurers for No-Fault benefits.

131. At all relevant times herein, the Ahmad Providers purported to operate exclusively on a transient basis within “No-Fault Clinics” located throughout the New York State metropolitan area.

132. These No-Fault Clinics were designed to appear as single healthcare practices offering a wide range of services (e.g., chiropractic, physical therapy, mental health, medical equipment, etc.), all under one roof, to victims of MVAs. In reality, the clinics were medical mills established for the sole purpose of submitting inflated, fraudulent billing to Allstate and other insurers. Clinics similar in nature were identified by the Insurance Information Institute as the

engine that drives No-Fault fraud and operate solely for the pecuniary benefit of their unlicensed lay owners.<sup>20</sup>

133. The individual No-Fault Clinics obtained and controlled the patient bases. As part of the “pay for play” arrangement, the Ahmad Providers appeared at the No-Fault Clinics on an itinerant basis and were fed patients without regard to medical need.

134. Specifically, the Defendants entered into illegal referral and kickback arrangements with a vast network of seventy-one distinct No-Fault Clinics as follows:

<b>Clinic - Street Address</b>	<b>County</b>	<b>ZIP Code</b>	<b>Ahmad Providers</b>
102-28 Jamaica Avenue	Queens	11418	Community Medical
102-34 Atlantic Avenue	Queens	11416	AR Practice
107-48 Guy R Brewer Boulevard, Suite 205	Queens	11433	Wellness Integrative
108 Kenilworth Place	Kings	11210	AR Practice
1100 Pelham Parkway	Bronx	10461	RA Practice
1120 Morris Park Avenue	Bronx	10461	DLC
1122 Coney Island Avenue	Kings	11230	Community Medical
127 Post Avenue	Nassau	11590	Community Medical
1314 Coney Island Avenue	Kings	11230	Community Medical
1339 E Gun Hill Road	Bronx	10469	Wellness Integrative
14 Bruckner Boulevard	Bronx	10465	AR Practice
14 N. Main Street	Rockland	10977	Community Medical
146 Empire Boulevard	Kings	11225	Community Medical, Comfort Care, RA Practice
152-80 Rockaway Boulevard, Suite 104	Queens	11434	Community Medical, Comfort Care, Wellness Integrative
1568 Ralph Avenue	Kings	11234	Community Medical
160-59 Rockaway Boulevard	Queens	11434	Community Medical, RA Practice
1650 Eastern Pkwy	Kings	11223	Community Medical, RA Practice
170-04 Henley Road	Queens	11432	RA Practice, Wellness Integrative

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<sup>20</sup> <https://www.iii.org/article/No-Fault-insurance-fraud-new-york-state-ramping-premiums>.

1735 Pitkin Avenue	Kings	11212	Community Medical, Wellness Integrative
175 Fulton Avenue	Nassau	11550	DLC
180-09 Jamaica Avenue	Queens	11432	AR Practice
1819 Merrick Avenue	Nassau	11566	AR Practice
185 Kingsland Street	Essex	07110	Community Medical
1877 Webster Avenue	Bronx	10457	Wellness Integrative
1894 Eastchester Road	Bronx	11461	DLC, Wellness Integrative
1975 Linden Boulevard	Nassau	11003	Community Medical, RA Practice
2016 Grand Avenue	Nassau	11510	Community Medical
2184 Flatbush Avenue	Kings	11234	Wellness Integrative
222-01 Hempstead Avenue	Queens	11429	Community Medical
225-21 Linden Boulevard	Queens	11411	Community Medical
2273 65th Street	Kings	11204	Wellness Integrative
2422 Knapp Street	Kings	11235	Wellness Integrative
243-35 Merrick Boulevard	Queens	11422	Wellness Integrative
245 Rockaway Avenue	Nassau	11580	Wellness Integrative
2673 Atlantic Avenue	Kings	11207	Wellness Integrative
295 Dutchess Turnpike, Suite 103	Dutchess	12603	DLC
30 South Central Avenue	Nassau	11580	AR Practice
3041 Avenue U	Kings	11229	Wellness Integrative
3250 Westchester Avenue	Bronx	10461	Community Medical
3407 White Plains Road	Bronx	10467	AR Practice
3432 E Tremont Avenue	Bronx	10465	Community Medical, RA Practice, Wellness Integrative
3626 Bailey Avenue	Bronx	10463	Community Medical, DLC, RA Practice
37 Smith Street	Nassau	11520	Community Medical
3910 Church Avenue	Kings	11203	DLC
4 Hudson Valley Professional Plaza	Orange	12550	DLC
4104 Farragut Road	Kings	11210	Community Medical, Wellness Integrative
4250 White Plains Road	Bronx	10466	Wellness Integrative
430 West Merrick Road	Nassau	11580	Community Medical
488 Lafayette Avenue	Kings	11205	Wellness Integrative
51-27 Queens Boulevard, Suite 2C	Queens	11377	DLC

5205 Church Avenue	Kings	11203	Wellness Integrative
540 Fordham Road	Bronx	10458	Wellness Integrative
550 Remsen Avenue	Kings	11236	AR Practice
560 Prospect Avenue	Bronx	10455	Comfort Care, RA Practice, Wellness Integrative
599 Southern Boulevard	Bronx	10455	Community Medical
60 Belmont Avenue	Kings	11212	Community Medical, Comfort Care, RA Practice
615 Seneca Avenue	Queens	11385	Wellness Integrative
632 Utica Avenue	Kings	11203	Community Medical, Comfort Care, AR Practice, Wellness Integrative
665 Pelham Parkway North	Bronx	10467	DLC
69-37 Myrtle Avenue	Queens	11385	Community Medical, RA Practice
71 S Central Avenue	Nassau	11580	AR Practice, Wellness Integrative
788 Southern Boulevard	Bronx	10455	Wellness Integrative
82-17 Woodhaven Boulevard	Queens	11385	Comfort Care
87-15 115th Street	Queens	11418	DLC
89-25 130th Street	Queens	11418	AR Practice
90-16 Sutphin Boulevard	Queens	11435	Community Medical
903 Sheridan Avenue	Bronx	10451	Wellness Integrative
92-08 Jamaica Avenue	Queens	11421	Wellness Integrative
951 Brook Avenue	Bronx	10451	DLC, Wellness Integrative
975 Kelly Street	Bronx	10459	Wellness Integrative
9801 Foster Avenue	Kings	11236	AR Practice

135. At face value, it is incredulous that a sole proprietor purported to establish and operate such a vast medical empire in a matter of a couple years (if not months). Moreover, in addition to purporting to build and legitimately attract patients to each of these offices, Dr. Ahmad represented to Allstate that he personally treated Insureds at virtually every location.

136. In truth, this was all a thinly veiled kickback scheme as the Ahmad Providers did not maintain any legitimate medical offices at any of the above referenced locations and made no legitimate attempts to attract patients or build a medical practice. For example:

- (i) The Ahmad Providers did not list any of the above locations as their “Provider Address” on their billing submissions to Allstate.
- (ii) The Ahmad Providers specifically directed Allstate not to send payments to any of the locations where they purported to render services.
- (iii) To the extent the medical records of the Ahmad Providers contain any letterhead, they do not list an office location or phone number.
- (iv) None of the Ahmad Providers displayed any signage, or other such information at the No-Fault Clinics indicating their presence at the location.
- (v) The Ahmad Providers did not advertise or market their existence at any of the above locations. Upon information and belief, Dr. Ahmad’s only online presence lists him as an employee of an unrelated entity.
- (vi) Dr. Ahmad purported to operate multiple Ahmad Providers at the same location providing the same services. As such, Dr. Ahmad was routinely competing against himself for the same patients.

137. The existence of an unlawful referral and kickback arrangement between the No-Fault Clinics and the Ahmad Providers is further evidenced by the sheer number of distinct healthcare entities that purported to treat the same Insured, at the same locations, and oftentimes for the same services.

138. As illustrative examples:

- (i) Community Medical and twenty-seven (27) other entities billed Allstate for treatment purportedly rendered to Insured RH (Claim No. 0619618167) in connection with his alleged March 19, 2021, MVA at the No-Fault Clinic located at 146 Empire Boulevard, Brooklyn, NY 11225. Six of these entities billed Allstate for the same services as Dr. Ahmad.
- (ii) Community Medical along with eighteen (18) other entities billed Allstate for treatment purportedly rendered to Insured EH (Claim No. 0628613432) in connection with his alleged June 4, 2021, MVA at the No-Fault Clinic located at 160-59 Rockaway Boulevard., Jamaica, NY 11434. Four of these entities billed for the same services as Dr. Ahmad.
- (iii) The RA Practice, Community Medical, and twenty-five (25) other entities billed Allstate for treatment purportedly rendered to Insured SS (Claim No. 0628484941) in connection with his alleged June 1, 2021, MVA at the No-

Fault Clinic located at 160-59 Rockaway Boulevard., Jamaica, NY 11434. Two of these entities billed for the same services as Dr. Ahmad.

- (iv) Comfort Care, Community Medical, and seventeen (17) other entities billed Allstate for treatment purportedly rendered to Insured KP (Claim No. 0630449619) in connection with his alleged June 18, 2021, MVA at the No-Fault Clinic located at 146 Empire Boulevard, Brooklyn, NY 11225. Two of these entities billed for the same services as Dr. Ahmad.
- (v) Comfort Care, Community Medical, and twenty-one (21) other entities billed Allstate for treatment purportedly rendered to Insured ADB (Claim No. 0631713138) in connection with his alleged June 4, 2021, MVA at the No-Fault Clinic located at 60 Belmont Avenue, Brooklyn, NY 11212. Two of these entities purported to provide the same services as Dr. Ahmad.
- (vi) RA Practice, Community Medical, and twenty-five (25) other entities billed Allstate for treatment purportedly rendered to Insured RG (Claim No. 0623326675) in connection with his alleged April 20, 2021, MVA at the No-Fault Clinic located at 1975 Linden Boulevard, Elmont, NY 11003. Four of these entities billed Allstate for the same services as Dr. Ahmad.
- (vii) Community Medical, along with twenty-three (23) other entities billed Allstate for treatment purportedly rendered to Insured KG (Claim No. 0625570619) in connection with his alleged May 10, 2021, MVA at the No-Fault Clinic located at 1975 Linden Boulevard, Elmont, NY 11003. Three of these entities billed Allstate for the same services as Dr. Ahmad.
- (viii) DLC, along with ten (10) other entities billed Allstate for treatment purportedly rendered to Insured JR (Claim No. 0606102127) in connection with his alleged November 7, 2020, MVA at the No-Fault Clinic located at 295 Dutchess Turnpike, Suite 103, Poughkeepsie, NY 12603. Five of these entities billed Allstate for the same services as Dr. Ahmad.
- (ix) AR Practice, along with thirteen (13) other entities billed Allstate for treatment purportedly rendered to Insured AAZ (Claim No. 0645213273) in connection with his alleged October 13, 2021, MVA at the No-Fault Clinic located at 71 S Central Avenue, Valley Stream, NY 11580. Three of these entities billed Allstate for the same services as Dr. Ahmad.
- (x) Wellness Integrative, along with thirteen (13) other entities billed Allstate for treatment purportedly rendered to AR (Claim No. 0702257874) in connection with his alleged February 7, 2023, MVA at the No-Fault Clinic located at 3432 E Tremont Avenue, Bronx, NY 10465. Three of these entities billed Allstate for the same services as Dr. Ahmad.

139. These are only representative examples. In many of the claims identified in Exhibit 1, Allstate received billing from numerous medical entities purportedly operating within the same office, for treatment rendered to the same Insured and as a result of the same accident.

140. In keeping with the fact that the Ahmad Providers obtained patients as part of an illegal referral and kickback arrangement, many of the seventy-one locations where the Ahmad Providers allegedly provided the Fraudulent Services have been implicated in criminal or civil matters for their involvement in kickback schemes. Representative samples include:

- (i) The No-Fault Clinics located at 8715 115<sup>th</sup> Street, Richmond Hill and 69-37 Myrtle Avenue, Glendale were both subjects of a recent indictment by the Federal government involving a large and fraudulent No-Fault insurance referral ring.<sup>21</sup> The indictment sets forth that numerous individuals bribed hospital employees and NYPD employees for confidential patient information, which was then provided to other co-conspirators, who steered these patients to obtain medical treatment at certain clinics and to obtain legal services from certain law firms.
- (ii) The No-Fault Clinics located at 3407 White Plains Road, Bronx and 79-45 Metropolitan, Flushing were implicated in a healthcare fraud action brought by Liberty Mutual Insurance Company (“Liberty Mutual”).<sup>22</sup> Liberty Mutual alleged that the Defendant Chiropractor purported to perform medically unnecessary testing on a transient basis gaining access to patients through kickback relationships with the lay owners of the No-Fault Clinics.
- (iii) The No-Fault Clinics located at 108 Kenilworth Place, Brooklyn, 1735 Pitkin Avenue, Brooklyn, 3041 Avenue U, Brooklyn, 3910 Church Avenue, Brooklyn, 4250 White Plains Road, Bronx were implicated in an action by Allstate for engaging in a similar healthcare fraud scheme as described in this Complaint.<sup>23</sup> Specifically, Allstate alleged that fraudulently operated healthcare entities paper owned by physicians, entered into an illegal referral network where patients were subjected to medically unnecessary services including Shockwave, Doppler, Vestibular testing.
- (iv) The No-Fault Clinics located at 2422 Knapp Street and 3407 White Plains Road were implicated in healthcare fraud actions brought by both Allstate and

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<sup>21</sup> See United States of America v. Anthony Rose, et al. 19-cr-00789 (S.D.N.Y).

<sup>22</sup> Liberty Mutual v. Vavikova, et al., 1:23-cv-05867 (E.D.N.Y).

<sup>23</sup> Gov’t Emples. Co., et al v. Barakat, MD, et al v. Jean-Pierre Barakat, et al., 1:22-cv-07532 (E.D.N.Y).

GEICO.<sup>24</sup> Specifically, Allstate and GEICO alleged that the lay owners of fraudulently incorporated healthcare entities associated with John Strobeck, MD entered into illegal referral arrangements with unlicensed laypersons who controlled the No-Fault Clinics in order to bill fraudulent services that included Shockwave.

- (v) The No-Fault Clinic located at 175 Fulton Avenue Nassau, 11550 were implicated in a Allstate healthcare fraud action.<sup>25</sup> Specifically, Allstate alleged that the lay owners of fraudulently incorporated healthcare entities steered patients to MRI facilities pursuant to kickback agreements between the No-Fault Clinic and the radiology facility.

141. Furthermore, a psychologist who performed healthcare services at the No-Fault Clinics located at (i) 1120 Morris Park Avenue, Bronx, NY 10461; (ii) 1122 Coney Island Avenue, Brooklyn, NY 11230; (iii) 14 N. Main Street, Spring Valley, NY 10977; (iv) 3910 Church Avenue, Brooklyn, NY 11203; (v) 599 Southern Boulevard, Bronx, NY 10455; (vi) 60 Belmont Avenue, Brooklyn, NY 11212; (vii) 632 Utica Avenue, Brooklyn, NY 11203; (viii) 71 S Central Avenue, Valley Stream, NY 11580; (ix) 903 Sheridan Avenue, Bronx, NY 10451, testified under oath that as part of a similarly designed healthcare fraud scheme against Allstate and other insurers he was assigned to work at these No-Fault Clinics pursuant to unlawful financial agreements. When the scheme was uncovered by an insurer, the orchestrator of the healthcare fraud scheme attempted to change the kickback agreements to appear as “lease agreements.”

142. Further evidence of the illegal referral and kickback arrangement is demonstrated through patient testimony as to their treatment in the No-Fault Clinics and referrals for Shockwave. In fact, Insureds routinely testified that they were directed for Shockwave by a receptionist associated with the No-Fault Clinics. For example:

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<sup>24</sup> Gov't Emplees Co, et al v. Rodriguez MD, et al. 1:22-cv-03475- (E.D.N.Y.).

<sup>25</sup> Allstate v. Lyons, et al, 23-cv-08045 (E.D.N.Y.).

Insured TR (Claim No. 0646482729)

Q. Who was it that told you that you needed this treatment?

A. People at the front desk.

Insured AD (Claim No. 0620469825)

Q. Was it a separate practice?

A. It was in the same facility, that person had their own room. I assume it's part of it, but I only went twice so I'm not sure.

Q. Has anybody ever told you otherwise that that person is not part of Metro?

A. No, because the same receptionist from Metro Care told me that there's a shockwave therapist there, so I am assuming that it's part of their facility.

Insured KS (Claim No. 0703460303)

Q. And who sent you for that treatment?

A. They just told me that I would have to go for that treatment. The receptionist tells me when all of my appointments are.

Q. Did she tell you why you needed to receive that treatment?

A. No, she did not.

MR. SELCOV: What did you call it? Shock? There was another word.

MS. ZAVATTI: Wave. Shockwave therapy.

Q. Did she tell you who recommended that you receive the treatment?

A. No.

Insured SF (Claim No. 0645774984)

Q. Was this done by the person who did the shockwave or somebody else?

A. No. The aide in the office, he says what need to be done each day you go there. Who is in for you to see, whatever day. They will tell you. Okay. After physical therapy and chiropractor, you're going to see this person or you're going to see that person.

Insured WH (Claim No. 0622291888)

A. And I don't know the name of that. You know, I just went in there, they told me I had to go into this office and this doctor wanted to see me and give me this test and it's supposed to be a test and it was banging, it was some kind of a machine they put on you and it's like a gun and it would shoot, doot (phonetic), doot, doot, doot. That is all I know. I don't know the name of it.

...

Q. When you were going to have that procedure, before you went there, did you know you were going to have that?

A. No, I didn't know that, no. They told me just go in.

Insured TD (Claim No. 0630990091)

How do they come in to Multi-Speciality?

A. I am assuming that the people that work there tell them.

I know that because I have asked. Certain days do doctors come.

So on Tuesday, the doctor is always there, but shock therapy and the other things, they are only there maybe like once or twice a month.

...

Q. The arrangement for these people to come to the facility, do they call you and let you know before or what is the process?

A. Multi-Speciality actually informs me when these people arrive, this is what I have scheduled for the day.

Q. Is it the same person from Multi-Speciality, the same people?

A. Yes, yes.

The doctors tell them, then they, the two receptionists, two Hispanics, they pretty much call us or call me.

Insured PF (Claim No. 0708295927)

Q. Did you know in advance that you would be receiving this treatment?

A. No. Yes. I mean, the front desk informed me about it.

Q. On the day that you showed up to your appointments or beforehand?

A. The day when I showed up for my appointment.

Insured KCR (Claim No. 0709519036)

Q. How did you know you would be receiving this treatment?

A. The therapy receptionist let me know.

Q. They called you?

A. Yes.

143. These are only representative examples. In many of the claims identified in Exhibit 1 wherein Allstate obtained patient testimony, the patients lacked basic information regarding the Ahmad Providers and their “treatment” within the No-Fault Clinics generally.

144. Further, despite repeated requests through claims’ verification, each of the Ahmad Providers failed to produce to Allstate any documentation (space leases, license agreements, purchase agreements, mortgages, utility bill, etc.) that would indicate it was a party in a legitimate arm’s length transaction for the office space at any of the purported office locations.

145. Defendants knew that their patient base was received as part of illegal kickback and referral arrangements.

146. Unlawful referral relationships between the Defendants and the No-Fault Clinics played an integral and necessary role in carrying out the Fraudulent Scheme against Allstate. Without these agreements the Defendants would have no mechanism to demand payment from Allstate because they did not have any legitimate patients whose insurance benefits could be used for purposes of seeking payment for the Fraudulent Services.

### **C. Fraudulent Billing for Shockwave**

#### **i. Background of Defendants Shockwave Billing Scheme**

147. Regardless of the nature of the accidents or the medical needs of the Insureds, each of the Ahmad Providers subjected virtually every Insured to a pre-determined fraudulent Shockwave treatment protocol without regard to the Insureds' specific medical conditions.

148. Shockwave was the centerpiece of the fraudulent treatment protocol engineered by the Defendants which represented over eighty-eight (88) percent of the billing submitted to Allstate by the Ahmad Providers as part of the Fraudulent Scheme. The prolific use of Shockwave was intentional both in its timing and form, and solely as a result of the Department of Financial Services changes to the Fee Schedule and the Defendants' attempts to maximize the fraudulent billing.

149. Prior to the change of the Fee Schedule, the CPT code associated with Shockwave, 0101T, was assigned a by-report ("BR") designation. This designation requires a practitioner to justify the amount charged by providing pertinent information concerning the nature, extent, and need for the procedure or service, and the necessary time, skill and equipment needed to perform the procedure. Under these rules the Ahmad Providers never billed Allstate for Shockwave.

150. The Fee Schedule changes assigned Shockwave a specific value, thereby alleviating any requirement to justify the rate charged. The Defendants exploited this change to charge

surgical rates for a treatment that they rendered, to the extent rendered at all, in a manner that was comparable in skill, cost, and duration to simple physical therapy modalities, such as the use of hot packs.

**ii. Legitimate Use of Shockwave**

151. Shockwave's efficacy is recognized in the field of urology for the treatment of urinary stones. The treatment involves a powerful "shockwave" which is sufficient in strength to mechanically break up urinary stones into smaller stones that can be passed down the urinary tract and out of the body. The procedure is generally performed under anesthesia and other surgical conditions.

152. None of the treatment records that were submitted to Allstate by the Ahmad Providers indicate that the Insureds suffered from a condition for which Shockwave is a conventional treatment. Instead, the records clearly reflect that Shockwave was used for the purposes of treating alleged musculoskeletal injuries, typically back, neck, knee, or shoulder pain.

153. While there have been many research articles investigating the efficacy of the use of Shockwave for the treatment of musculoskeletal problems, its use in this area is not considered the conventional standard of care in the medical community and its effectiveness remains unproven and experimental. This is demonstrated by the fact that it remains a Category III Code in the Fee Schedule.

154. Likewise, The Centers for Medicare and Medicaid Services ("CMS") in a local coverage determination found the effectiveness of shockwave therapy for musculoskeletal treatment to be unproven. CMS further explained that "the mechanism by which extracorporeal shockwave achieves a therapeutic intervention in musculoskeletal conditions is not completely known" and it has described various possibilities as "hypotheses" at best.

iii. **Defendants Fraudulent Shockwave Treatment Protocol**

155. As part of the Fraudulent Scheme, the Ahmad Providers billed Shockwave pursuant to a predetermined treatment protocol, which was designed solely for the Defendants’ pecuniary gain, with a complete disregard of patient welfare or medical necessity, and pursuant to illegal referral and kickback agreements.

156. As addressed above, Shockwave is considered a non-conventional and unproven treatment for musculoskeletal injuries and is rarely used by legitimate providers for such conditions. However, assuming *arguendo* that Dr. Ahmad genuinely “believed” in the efficacy of Shockwave for the treatment of musculoskeletal injuries, the manner in which the treatment was rendered by the Ahmad Providers grossly deviated from generally accepted standards of medical care.

157. Initially, the Shockwave protocol was commenced by the Ahmad Providers absent any meaningful medical assessment of the patient, their condition or diagnosis.

158. In fact, the Defendants routinely manufactured contradicting phony diagnoses for the same patient to justify the use of Shockwave, or any other Fraudulent Service they intended to bill in connection with that patient on that given day.

159. Below are examples wherein the Ahmad Providers intentionally manipulated fake diagnoses for the same patient for injuries allegedly sustained in the same underlying MVA.

(i) Insured FS (Claim No. 0622695749) MVA on April 5, 2021.

<b>Date of Service</b>	<b>Ahmad Provider</b>	<b>Diagnosis</b>	<b>Services Billed</b>
4/28/2021	Community Medical	Cervicalgia & low back pain	Shockwave to cervical & lumbar spine
5/3/2021	Community Medical	Left shoulder, right shoulder & low back pain	Shockwave to left shoulder, right shoulder & lumbar spine

5/5/2021	Community Medical	Dizziness and Giddiness	Vestibular testing
5/5/2021	Community Medical	Migraine without aura, not intractable, with status migrainosus	Doppler Testing
5/12/2021	Community Medical	Sprain of ligaments of cervical, thoracic & lumbar spine	Spinal Diagnostic Ultrasounds
6/9/2021	Community Medical	Left knee & low back pain	Shockwave to left knee & lumbar spine

(ii) Insured RH (Claim No. 0619618167) MVA on March 19, 2021.

Date of Service	Ahmad Provider	Diagnosis	Services Billed
8/2/2021	Community Medical	Right elbow pain	Shockwave to right elbow
8/4/2021	Community Medical	Cervicalgia & low back pain	Shockwave to cervical & lumbar spine
10/5/2021	Comfort Care	Cervicalgia, thoracic spine, & Right Shoulder Pain	Shockwave to right shoulder, cervical & thoracic spine
11/17/2021	Comfort Care	Right shoulder, left elbow, thoracic & low back pain	Shockwave to right shoulder, left elbow, thoracic & lumbar spine

(iii) Insured DC (Claim No. 0635239569) MVA on July 29, 2021.

Date of Service	Ahmad Provider	Diagnosis	Services Billed
8/12/2021	Community Medical	Low back pain	Shockwave to lumber spine
8/25/2021	Community Medical	Cervicalgia, thoracic & low back pain	Shockwave to cervical, thoracic & lumbar spine
9/30/2021	Comfort Care	Radiculopathy in cervical, lumbar region, sprain of ligaments of thoracic & lumbar spine	Functional capacity testing
10/7/2021	Comfort Care	Thoracic & low back pain	Shockwave to thoracic & lumbar spine
11/17/2021	RA Practice	Radiculopathy in cervical, lumbar region, Sprain of ligaments of thoracic & lumbar spine	Functional capacity testing

(iv) Insured KP (Claim No. 0630449619) MVA on June 18, 2021.

<b>Date of Service</b>	<b>Ahmad Provider</b>	<b>Diagnosis</b>	<b>Services Billed</b>
8/16/2021	Community Medical	Left shoulder pain	Shockwave to left shoulder
8/17/2021	Community Medical	Left knee & low back pain	Shockwave to left knee & lumbar spine
10/6/2021	Comfort Care	Left hip & low back pain	Shockwave to left hip & lumbar spine
11/10/21	Comfort Care	Left shoulder pain, left knee & low back pain	Shockwave to left shoulder, left knee & lumbar spine

(v) Insured ADB (Claim No. 0631713138) was involved in a MVA on June 4, 2021.

<b>Date of Service</b>	<b>Ahmad Provider</b>	<b>Diagnosis</b>	<b>Services Billed</b>
8/12/2021	Community Medical	Cervicalgia & low back pain	Shockwave on cervical & lumbar spine
8/20/2021	Community Medical	Cervicalgia, right & left shoulder pain	Shockwave on cervical spine, right & left shoulder
10/1/2021	Comfort Care	Cervicalgia, thoracic & low back pain	Shockwave on cervical, thoracic & lumbar spine

160. These are only representative examples. In many of the claims identified in Exhibit 1 the Defendants falsified Insureds’ diagnoses to defraud Allstate that the billed for treatment was medically justified.

161. Even assuming *arguendo* that the examples referenced above were legitimate findings that accurately reflected the condition of the Insureds as a result of their MVAs, such diagnoses lack diagnostic clarity and failed to meet the standard of care of modern musculoskeletal practice which requires specific rather than descriptive diagnoses.

162. For example, just reporting that a patient has “shoulder pain” is not a sufficient diagnosis and/or justification to begin any type of treatment, including Shockwave. There are many common causes of shoulder pain. It could be due to bicipital tendonitis, rotator cuff tendonitis, impingement syndrome, fracture, capsular contracture, deltoid strain, shoulder

separation, rupture of the rotator cuff, etc. The treatment for each of these conditions is different. Just reporting that a patient has shoulder pain is not a sufficient diagnosis and justification to being any type of shoulder treatment, including Shockwave.

163. Moreover, even if the diagnoses were genuine and provided sufficient diagnostic clarity, the Ahmad Providers often commenced Shockwave treatment prematurely while completely disregarding and/or misrepresenting conventional treatments the Insureds were actively receiving.

164. As noted above, musculoskeletal Shockwave does not have a convincing evidence base, and its use in musculoskeletal problems has no basis in fact. In MVA patients, even providers who are of the opinion that the treatment has some value, typically try standard modalities and therapies before turning to Shockwave. In the context of strains, sprains, whiplash, and other common musculoskeletal problems seen in patients involved in MVAs, conventional treatment typically involves rest, medications, and/or physical therapy. These treatments are commonly prescribed for two to three months post motor vehicle accident to provide the patient the opportunity to respond to conservative regimens.

165. Even the records submitted to Allstate by the Defendants acknowledge that conventional treatment should be attempted before turning to Shockwave. Specifically, the AR Practice's "referrals" virtually always contained the pre-printed statement that the "patient has failed to sufficiently respond to physical therapy" regardless of whether the Insured ever actually received physical therapy at all, or long enough to determine if it was successful. Similarly, Community Medical's initial Shockwave records routinely reported that the patient had received "diagnostic MRI imaging" even when this was demonstrably false, as the patients did not receive MRI imaging prior to Shockwave.

166. Below are representative samples where the Ahmad Providers commenced Shockwave prematurely, and at times falsified Insureds' medical histories to justify the treatment.

- (i) Insured AAZ (Claim No. 0645213273) was allegedly involved in a MVA on October 13, 2021. On October 29, 2021, a physician within the same office where Dr. Ahmad purported to practice, recommended that the Insured "continue chiropractic, physical therapy, acupuncture 3 to 4 times for 4-6 weeks." Approximately one week later, on November 9, 2021, the AR Practice billed Allstate \$5,599.84 for Shockwave pursuant to a referral that reported the Insured had not sufficiently responded to conservative physical therapy.
- (ii) Insured MA (Claim No. 0643918576) was allegedly involved in a MVA on October 4, 2021. On October 24, 2021, a physician within the same office where Dr. Ahmad purported to practice directed the Insured to continue physical therapy. Approximately one week later, the AR Practice billed Allstate \$5,599.84 for Shockwave pursuant to a referral that reported the Insured had not sufficiently responded to conservative physical therapy.
- (iii) Insured DZ (Claim No. 0646680405) was allegedly involved in a MVA on October 24, 2021. On November 1, 2021, a physician within the same office where Dr. Ahmad purported to practice directed the Insured to begin physical therapy. Ten days later, the AR Practiced billed Allstate \$6,299.82 pursuant to a referral that reported the Insured had not sufficiently responded to conservative physical therapy.
- (iv) Insured KS (Claim No. 0703460303) was allegedly involved in a MVA on February 19, 2023. Three days later, on February 22, 2023, pursuant to a boilerplate, pre-printed letter of medical necessity, Wellness Integrative billed Allstate \$700.39 for Shockwave.
- (v) Insured NF (Claim No. 0635296865) was allegedly involved in a MVA on July 30, 2021. Twelve days later, on August 11, 2021, absent any referral, Dr. Ahmad commenced Shockwave through Community Medical and billed Allstate \$2,132.28 for Shockwave.
- (vi) Insured TB (Claim No. 0638099613) was allegedly involved in a MVA on August 21, 2021. Nine days later, on August 30, 2021, absent any referral, Dr. Ahmad commenced Shockwave through Community Medical and billed Allstate \$1,431.89 for Shockwave.
- (vii) Insured BM (Claim No. 0625193359) was allegedly involved in a MVA on May 6, 2021. Community Medical billed Allstate \$2,101.17 for Shockwave allegedly provided to BM on May 21, 2021, documenting that BM had received "diagnostic MRI imaging" prior to the Shockwave and that the

“diagnostic MRI imaging” aided Dr. Ahmad in rendering the treatment. However, BM did not receive an MRI prior to May 21, 2021.

- (viii) Insured AD (Claim No. 0620469825) was allegedly involved in a MVA on March 6, 2021. Community Medical billed Allstate \$1,400.78 for Shockwave allegedly provided to AD on April 23, 2021, documenting that AD had received “diagnostic MRI imaging” prior to Shockwave and that the “diagnostic MRI imaging” aided Dr. Ahmad in rendering the treatment. However, AD did not receive an MRI prior to April 23, 2021.
- (ix) Insured FS (Claim No. 0622695749) was allegedly involved in a MVA on April 15, 2021. Community Medical billed Allstate \$1,400.78 for Shockwave allegedly provided to FS on April 28, 2021, documenting that FS had received “diagnostic MRI imaging” prior to Shockwave and that the “diagnostic MRI imaging” aided Dr. Ahmad in rendering the treatment. However, FS did not receive an MRI prior to April 28, 2021.
- (x) Insured VBM (Claim No. 0622695749) was allegedly involved in a MVA on April 15, 2021. Community Medical billed Allstate \$1,400.78 for Shockwave allegedly provided to VBM on April 28, 2021, documenting that VBM had received “diagnostic MRI imaging” prior to the shockwave treatment and that the “diagnostic MRI imaging” aided Dr. Ahmad in rendering the treatment. However, VBM did not receive an MRI prior to April 28, 2021.

167. The above are just representative examples. In many of the claims submitted for Shockwave identified in Exhibit 1, the Defendants commenced shockwave prematurely and/or ignored conventional treatment the Insured was receiving.

168. In further keeping with the fact that the rendering of Shockwave treatment was part of a pre-determined, fraudulent treatment protocol which was carried out in complete disregard for the condition of the patient and was devised solely for Defendants’ pecuniary gain, the Ahmad Providers’ Shockwave treatment records were virtually always devoid of any meaningful description of how the Shockwave treatment was purportedly rendered.

169. The Ahmad Providers’ medical records purporting to document the Shockwave treatment rendered, consisted of either a one-page checklist that listed the body parts to which the

Shockwave was allegedly performed, or a pre-printed, boiler plate description of the treatment that was nearly identical for all patients.

170. Below are examples of the various Shockwave templates that the Ahmad Providers often submitted as their sole evidence that Shockwave was rendered to the Insureds.

Shockwave description template submitted by Community Medical, Comfort Care, and RA Practice in connection to Insured RH (Claim No. 0619618167)

ESWT THERAPY NOTES

Patient Name: X [REDACTED] 1292-B-100-100

DATE	PATIENT SIGNATURE	1. TREATMENT	2. TREATMENT	3. TREATMENT	4. TREATMENT	5. TREATMENT
07-26-2019	[REDACTED]					

**ESWT Extracorporeal Shock Wave Procedures**

Cervical spine regions muscular pain	<input type="checkbox"/>	0101T
Thoracic spine regions muscular pain	<input type="checkbox"/>	0101T
Lumbar spine regions muscular pain	<input type="checkbox"/>	0101T
Shoulder	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Elbow	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Wrist	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Hand	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Upper leg	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Lower leg	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Foot	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Knee	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Hip	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T
Upper leg	<input type="checkbox"/> Left <input type="checkbox"/> Right	0101T

Total Number of Units: \_\_\_\_\_ Doctor Signature: \_\_\_\_\_

**ESWT THERAPY NOTES**

Patient Name: X [REDACTED] DOA: XOS-4-21

DATE	PATIENT SIGNATURE	INITIAL TREATMENT	TREATMENT	TREATMENT	TREATMENT	TREATMENT	TREATMENT
<u>0-5-20</u>	<u>X [REDACTED]</u>						

**01017 Extracorporeal Shock Wave Procedures:**

Cervical spine regions muscular pain		<input type="checkbox"/>	01017
Thoracic spine regions muscular pain		<input type="checkbox"/>	01017
Lumbar spine regions muscular pain		<input type="checkbox"/>	01017
Shoulder	<input type="checkbox"/> Left <input checked="" type="checkbox"/> Right		01017
Elbow	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Wrist	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Hand	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Upper leg	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Lower leg	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Foot	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017

Total Number of Units: \_\_\_\_\_ Doctor Signature: [Signature]

**ESWT THERAPY NOTES**

Patient Name: X [REDACTED] DOA: 5-19-21

DATE	PATIENT SIGNATURE	INITIAL TREATMENT	TREATMENT	TREATMENT	TREATMENT	TREATMENT	TREATMENT
<u>11-29-21</u>	<u>X [REDACTED]</u>						

**01017 Extracorporeal Shock Wave Procedures:**

Cervical spine regions muscular pain		<input checked="" type="checkbox"/>	01017
Thoracic spine regions muscular pain		<input checked="" type="checkbox"/>	01017
Lumbar spine regions muscular pain		<input checked="" type="checkbox"/>	01017
Shoulder	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Elbow	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Wrist	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Hand	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Upper leg	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Lower leg	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017
Foot	<input type="checkbox"/> Left <input type="checkbox"/> Right		01017

Total Number of Units: \_\_\_\_\_ Doctor Signature: [Signature]

Shockwave description template submitted by AR Practice in connection to Insured SS (Claim No. 0552880841)

**EMVT TREATMENT CHECKLIST**

This document shall be the property of EMVT. It is loaned to the patient and must be returned to EMVT. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

Patient Name: [REDACTED] Patient Service: 05/12/21

Patient Signature: [REDACTED]

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

Cervical spine region muscular pain	<input checked="" type="checkbox"/>	OK/T
Thoracic spine region muscular pain	<input checked="" type="checkbox"/>	OK/T
Lumbar spine region muscular pain	<input checked="" type="checkbox"/>	OK/T
Shoulder	<input checked="" type="checkbox"/>	OK/T
Elbow	<input checked="" type="checkbox"/>	OK/T
Wrist	<input checked="" type="checkbox"/>	OK/T
Hand	<input checked="" type="checkbox"/>	OK/T
Upper leg	<input checked="" type="checkbox"/>	OK/T
Lower leg	<input checked="" type="checkbox"/>	OK/T
Foot	<input checked="" type="checkbox"/>	OK/T
Head	<input checked="" type="checkbox"/>	OK/T
Neck	<input checked="" type="checkbox"/>	OK/T
Eye	<input checked="" type="checkbox"/>	OK/T
Other		

EMVT Signature: [Signature]

Shockwave description template submitted by DLC in connection to Insured WH (Claim No. 0622291888)

**EMVT Shockwave Treatment Form**

Date: 05/12/21

Patient Name: [REDACTED]

Patient Signature: [REDACTED]

Treatment 1: \_\_\_\_\_

Treatment 2: \_\_\_\_\_

Treatment 3: \_\_\_\_\_

Treatment 4: \_\_\_\_\_

**EMVT Shockwave Treatment Form**

Cervical spine region Muscular Pain	<input checked="" type="checkbox"/>	OK/T
Thoracic spine region Muscular Pain	<input checked="" type="checkbox"/>	OK/T
Lumbar spine region Muscular Pain	<input checked="" type="checkbox"/>	OK/T
Shoulder	<input checked="" type="checkbox"/>	OK/T
Elbow	<input checked="" type="checkbox"/>	OK/T
Wrist	<input checked="" type="checkbox"/>	OK/T
Hand	<input checked="" type="checkbox"/>	OK/T
Upper leg	<input checked="" type="checkbox"/>	OK/T
Lower leg	<input checked="" type="checkbox"/>	OK/T
Foot	<input checked="" type="checkbox"/>	OK/T
Head	<input checked="" type="checkbox"/>	OK/T
Neck	<input checked="" type="checkbox"/>	OK/T
Eye	<input checked="" type="checkbox"/>	OK/T
Other		

Shockwave description template submitted by Wellness Integrative in connection to Insured JR (Claim No. 0701004384)

SW/SPAT Procedure Notes

Patient's name: [REDACTED]  
DOB: [REDACTED]  
DOB: 01/25/23

---

Procedure DOB: 02/05/23

Cervical paraspinal muscles:	<input checked="" type="checkbox"/>	LT	RT	0000T
Thoracic paraspinal muscles:	<input type="checkbox"/>	LT	RT	0000T
Lumbar paraspinal muscles:	<input type="checkbox"/>	LT	RT	0000T
Shoulder:	<input type="checkbox"/>	RT	LT	0000T
Wrist:	<input type="checkbox"/>	RT	LT	0000T
Elbow:	<input type="checkbox"/>	RT	LT	0000T
Ankle:	<input type="checkbox"/>	RT	LT	0000T
Hip:	<input type="checkbox"/>	RT	LT	0000T
Other:				0000T

Parameters for treatment:

Amplitude: 2500 pulses were administered  
Pulse rate: 7.20 Hz (1.0 to 10)  
Frequency: 12.00 Hz (1 to 30)  
Application method: C12  D32-5  D175-V

Patient tolerated procedure well, and was released in good condition with good instructions.  
Yes  No

Machine Used: Chattanooga model Model 899A

171. Finally, the frequency of the Shockwave treatments purportedly rendered to Insureds deviated from acceptable standards of medical care. When a patient undergoes Shockwave, it is appropriate to wait and see if the treatment is helpful over a period of at least a few weeks before it is repeated. The Ahmad Providers often repeated Shockwave treatment days apart, failing to provide sufficient time to evaluate whether the treatment was effective.

172. The following are examples of the Ahmad Providers rushing to repeat episodes of Shockwave before the Insured was provided a sufficient period of time to assess whether the treatment was effective.

- (i) The RA Practice allegedly performed Shockwave on Insured AA (Claim No. 0603261231) on November 12, 2021, November 15, 2021, November 22, 2021, and November 29, 2021.
- (ii) DLC allegedly performed Shockwave on Insured AR's (Claim No. 0577443492) on September 7, 2021, September 9, 2021, September 13, 2021,

September 15, 2021, September 21, 2021, October 11, 2021, October 20, 2021, and October 21, 2021.

- (iii) Community Medical allegedly performed Shockwave on Insured EH's (Claim No. 0628613432) on August 11, 2021, August 18, 2021, August 23, 2021, August 30, 2021, and September 1, 2021.
- (iv) Community Medical allegedly performed Shockwave on Insured KAE's (Claim No. 0629892695) on July 23, 2021, August 4, 2021, August 12, 2021, August 13, 2021, August 25, 2021, and September 2, 2021.
- (v) The RA Practice allegedly performed Shockwave on Insured SF's (Claim No. 0645774984) on November 12, 2021, November 15, 2021, November 19, 2021, November 22, 2021, November 29, 2021, December 3, 2021, and December 6, 2021.

173. These are only representative examples. In many of the claims identified in Exhibit 1 Insureds were purportedly subjected to repeated Shockwave treatments at inappropriate frequencies.

**iv. Fraudulent Charges for Shockwave**

174. In addition to administering Shockwave pursuant to a fraudulent, pre-determined protocol, to the extent Shockwave was performed at all, the Defendants fraudulently billed Allstate grossly above the Fee Schedule rate for the services.

175. The fraudulent billing practices of the Defendants included, but were not limited to, (i) misrepresenting that a licensed physician, Dr. Ahmad, performed the services while concealing the true provider of the service, (ii) unbundling the CPT Code for Shockwave; and (iii) manipulating the billing in a matter designed to disguise the fraudulent billing.

**a. Misrepresenting that Dr. Ahmad Performed the Shockwave.**

176. The Fee Schedule requires that the individual actually performing the service be listed on the NF-3 Claim Form (i.e., bill). The appropriate compensation rate is determined by the

treating provider’s credentials (e.g., a physician is reimbursed at a higher rate than a physicians’ assistant).

177. In virtually every NF-3 Claim Form submitted to Allstate by each of the Ahmad Providers for Shockwave, the Defendants designated the treating provider (always Dr. Ahmad) with the “title” of “MD”:

Community Medical NF-3 for Insured NMS (Claim No. 0621905371)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:					
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	EMPLOYEE	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX	
AHMAD, RIAZ	MD	196049	<input type="checkbox"/>	INDEPENDENT CONTRACTOR <input type="checkbox"/>	OTHER (SPECIFY) <b>Owner</b>

Comfort Care NF-3 for Insured RL (Claim No. 0625205653)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:					
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	EMPLOYEE	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX	
AHMAD, RIAZ	MD	196049	<input type="checkbox"/>	INDEPENDENT CONTRACTOR <input type="checkbox"/>	OTHER (SPECIFY) <b>Owner</b>

DLC NF-3 for Insured JR (Claim No. 0606102127)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:					
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	EMPLOYEE	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX	
RIAZ, AHMAD	MD	196049	<input type="checkbox"/>	INDEPENDENT CONTRACTOR <input type="checkbox"/>	OTHER (SPECIFY) <b>Owner</b>

Wellness Integrative NF-3 for Insured KS (Claim No. 0703460303)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:					
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP (check applicable box)		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
RIAZ AHMAD	MD	196049	<input type="checkbox"/>	<input type="checkbox"/>	<b>Owner</b>

RA Practice NF-3 for Insured RG (Claim No. 0623326675)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:					
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	EMPLOYEE	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX	
AHMAD, RIAZ	MD	196049	<input type="checkbox"/>	INDEPENDENT CONTRACTOR <input type="checkbox"/>	OTHER (SPECIFY) <b>Owner</b>

AR Practice NF-3 for Insured OI (Claim No. 0636254096)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:					
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Ahmad Riaz, MD		196049-D1			OWNER

178. Dr. Ahmad, however, did not perform the alleged treatment. Among other evidence documented herein, to the extent Insureds had any recollection of receiving Shockwave, they routinely testified under oath that they had no knowledge of Dr. Ahmad or any of the Ahmad Providers.

179. Instead, the treatment was performed, to the extent it was performed at all, by non-physicians and/or unlicensed technicians.

180. Numerous New York No-Fault Insurance arbitrators have held that Shockwave treatment rendered by a technician is not reimbursable. Copies of sample awards are annexed as Exhibit 4. Alternatively, physicians' assistants are entitled to a lesser rate than physicians for Shockwave.

181. The Defendants knowingly submitted billing to Allstate falsely indicating that Dr. Ahmad performed the services to maximize the fraudulent charges to Allstate.

**b. Fraudulent Unbundling of CPT Code 0101T**

182. As mentioned in detail throughout this Complaint, Defendants' Shockwave billing is non-reimbursable for the myriad of reasons delineated herein. However, assuming *arguendo* the services were lawfully rendered, and Dr. Ahmad performed the service, the Defendants knowingly and intentionally billed Allstate grossly above the applicable Fee Schedule rates to maximize unlawful gains.

183. By the plain terms of the Fee Schedule, a provider is limited to billing CPT Code 0101T for one unit per day for the entire musculoskeletal system. As such, based on the geographic

regions where the Ahmad Providers purported to provide the services, they were entitled to a maximum daily reimbursement rate between \$644.35 and \$700.39.

184. Instead of billing at this rate, the Ahmad Providers virtually universally unbundled CPT Code 0101T and charged Allstate for multiple units per day premised on performing Shockwave on individual segments of the musculoskeletal system (e.g., left shoulder, right shoulder, lumbar spine, cervical spine etc.).

185. As a result of this fraudulent unbundling, the Ahmad Providers billed Allstate at rates between double to ten times the maximum permissible rate under the Fee Schedule.

186. For example, Defendants fraudulently billed Allstate the following rates for a single session of Shockwave:

- (i) \$6,999.80 for date of service October 25, 2021, in connection with Insured SS (claim no. 0552880841) through AR Practice.
- (ii) \$6,299.82 for date of service November 11, 2021, in connection to Insured DZ (claim no. 0646680405) through AR Practice.
- (iii) \$5,599.84 for date of service November 9, 2021, in connection to Insured AAZ (claim no. 0645213273) through AR Practice.
- (iv) \$5,599.84 for date of service November 4, 2021, in connection to Insured GI (claim no. 0636254096) through AR Practice.
- (v) \$5,599.84 for date of service November 2, 2021, in connection to Insured MA (claim no. 0643918576) through AR Practice.
- (vi) \$4,199.88 for date of service November 4, 2021, in connection to Insured YF (claim no. 0638576520) through AR Practice.
- (vii) \$4,199.88 for date of service October 18, 2021, in connection with Insured MTT (claim no. 0638728725) through AR Practice.
- (viii) \$2,101.17 for date of service July 14, 2021, in connection to Insured TD (claim no. 0630990091) through Community Medical.
- (ix) \$2,101.17 for date of service September 28, 2021, in connection to Insured DW (claim no. 0632648754) through Comfort Care.

(x) \$2,101.17 for date of service November 19, 2021, in connection to Insured NF (claim no. 0635296865) through RA Practice.

187. These are only representative examples. In the claims identified in Exhibit 1, the Defendants virtually always submitted charges to Allstate for Shockwave that were grossly in excess of the permissible Fee Schedule rate.

**c. Defendants Manipulation of the Fraudulent Unbundling**

188. The manner in which the Defendants created and mailed bills to Allstate demonstrates they knew that the charges were unbundled and grossly above the Fee Schedule.

189. The Defendants manipulated the NF-3 Claim Forms to make it appear that the charges were in conformity with the Fee Schedule.

190. For example, in connection with Shockwave ostensibly rendered to Insured YT (Claim No. 0619618167) by Community Medical on August 24, 2021. Allstate was charged a total of \$2,132.28, for three units of Shockwave and for supplies.

191. To disguise the unbundled billing, rather than submitting one NF-3 Claim Form that reflected that Community Medical was seeking \$2,132.28 for three units of Shockwave, Community Medical submitted three separate NF-3 Claim Forms, each for one unit of Shockwave at the physician rate, as follows:

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY				
DATE OF SERVICE	PLACE OF SERVICE INCLUDING ZIP CODE	DESCRIPTION OF TREATMENT OR HEALTH SERVICE RENDERED	FEE SCHEDULE TREATMENT CODE	CHARGES
08/24/21	146 EMPIRE BLVD Brooklyn NY 11225	EXTRACORPOREAL SHOCK WAVE, RIGHT KNEE	0101T	700.39
TOTAL CHARGES TO DATE\$				\$ 700.39
15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY				
DATE OF SERVICE	PLACE OF SERVICE INCLUDING ZIP CODE	DESCRIPTION OF TREATMENT OR HEALTH SERVICE RENDERED	FEE SCHEDULE TREATMENT CODE	CHARGES
08/24/21	146 EMPIRE BLVD Brooklyn NY 11225	EXTRACORPOREAL SHOCK WAVE, LEFT SHOULDER	0101T	700.39
TOTAL CHARGES TO DATE\$				\$ 700.39

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY				
DATE OF SERVICE	PLACE OF SERVICE INCLUDING ZIP CODE	DESCRIPTION OF TREATMENT OR HEALTH SERVICE RENDERED	FEE SCHEDULE TREATMENT CODE	CHARGES
08/24/21	146 EMPIRE BLVD Brooklyn NY 11225	EXTRACORPOREAL SHOCK WAVE, CERVICAL SPINE	0101T	700.39
08/24/21	146 EMPIRE BLVD Brooklyn NY 11225	SUPPLIES, EQUIPMENT AND STAFF TIME DURING THE PUBLIC HEALTH EMERGENCY	99072	31.11
TOTAL CHARGES TO DATES				\$ 731.50

192. On many occasions the Defendants used a No-Fault collection attorney to take additional measures to conceal the fraudulently unbundled billing. In these instances, in addition to generating and mailing three separate claim forms for the same service, each envelope also contained an attorney demand letter in which a unique “file number” was assigned to each of the NF-3 Claim forms making it appear that they were three separate claims. Below is an example of the demand letters.

12/09/2021

GM21-391476  
 ALLSTATE INSURANCE COMPANY  
 P.O. BOX 2874  
 CLINTON, IA 52733

Re: Health Provider: DLC COMPREHENSIVE MEDICAL, PLLC\*  
 Date of Accident: 09/22/2021  
 Policy Number: 077212518869001  
 Injured Person: [REDACTED]  
 Claim Number: 0643754237  
 Dates of Service: 11/22/2021 To 11/22/2021  
 Amount in Dispute: \$700.39  
 File Number: GM21-391476

Dear Sir/Madam:

We represent the above referenced health provider in the collection of the above referenced matter.

Enclosed please find the health provider's proof of claim, including all bills, medical records, and a duly executed assignment of benefits form signed by [REDACTED]. All documents attached to this cover letter were prepared by the health provider. However this cover letter fully incorporates all relevant information obtained from the health care provider's claim forms.

Kindly forward to our office a draft made payable to the health provider c/o Law Offices of Gabriel & Moroff, P.C. pursuant to the no-fault provisions of the insurance policy. Please be advised a copy of any and all other correspondence relating to this claim should be forwarded to this office. However, this is not a waiver of any requirement that must be complied with under the regulations pertaining to requests directed to the provider or injured party. Failure to provide this office with correspondence including verification requests or denials will result in prejudice to our clients and we will object to the document being proper at any subsequent arbitration or litigation. Please give this matter your immediate attention.

12/09/2021

GM21-391477  
ALLSTATE INSURANCE COMPANY  
P.O. BOX 2874  
CLINTON, LA 52733

Re: Health Provider: DLC COMPREHENSIVE MEDICAL, PLLC\*  
Date of Accident: 09/22/2021  
Policy Number: 077212518869001  
Injured Person: [REDACTED]  
Claim Number: 0643754237  
Dates of Service: 11/22/2021 To 11/22/2021  
Amount in Dispute: \$700.38  
File Number: GM21-391477

Dear Sir/Madam:

We represent the above referenced health provider in the collection of the above referenced matter.

Enclosed please find the health provider's proof of claim, including all bills, medical records, and a duly executed assignment of benefits form signed by [REDACTED]. All documents attached to this cover letter were prepared by the health provider. However this cover letter fully incorporates all relevant information obtained from the health care provider's claim forms.

Kindly forward to our office a draft made payable to the health provider c/o Law Offices of Gabriel & Moroff, P.C. pursuant to the no-fault provisions of the insurance policy. Please be advised a copy of any and all other correspondence relating to this claim should be forwarded to this office. However, this is not a waiver of any requirement that must be complied with under the regulations pertaining to requests directed to the provider or injured party. Failure to provide this office with correspondence including verification requests or denials will result in prejudice to our clients and we will object to the document being proper at any subsequent arbitration or litigation. Please give this matter your immediate attention.

12/09/2021

GM21-391478  
ALLSTATE INSURANCE COMPANY  
P.O. BOX 2874  
CLINTON, LA 52733

Re: Health Provider: DLC COMPREHENSIVE MEDICAL, PLLC\*  
Date of Accident: 09/22/2021  
Policy Number: 077212518869001  
Injured Person: [REDACTED]  
Claim Number: 0643754237  
Dates of Service: 11/22/2021 To 11/22/2021  
Amount in Dispute: \$700.37  
File Number: GM21-391478

Dear Sir/Madam:

We represent the above referenced health provider in the collection of the above referenced matter.

Enclosed please find the health provider's proof of claim, including all bills, medical records, and a duly executed assignment of benefits form signed by [REDACTED]. All documents attached to this cover letter were prepared by the health provider. However this cover letter fully incorporates all relevant information obtained from the health care provider's claim forms.

Kindly forward to our office a draft made payable to the health provider c/o Law Offices of Gabriel & Moroff, P.C. pursuant to the no-fault provisions of the insurance policy. Please be advised a copy of any and all other correspondence relating to this claim should be forwarded to this office. However, this is not a waiver of any requirement that must be complied with under the regulations pertaining to requests directed to the provider or injured party. Failure to provide this office with correspondence including verification requests or denials will result in prejudice to our clients and we will object to the document being proper at any subsequent arbitration or litigation. Please give this matter your immediate attention.

193. The Defendants purposefully manipulated their billing submissions to inundate and deceive Allstate to pay above the Fee Schedule rate for services that were unbundled, overbilled and otherwise not entitled to reimbursement.

**D. Fraudulent Billing for Functional Capacity Evaluation Testing**

194. In addition to the widespread fraudulent billing for Shockwave in furtherance of Fraudulent Scheme, Defendants frequently billed Allstate for FCE testing through Comfort Care and the RA practice.

195. The FCE tests that were billed by the Defendants were administered pursuant to a pre-determined treatment protocol, which was designed solely for the Defendants pecuniary gain, with a complete disregard of patient welfare or medical necessity, and pursuant to the illegal referral and kickback agreements.

196. Comfort Care and the RA Practice billed Allstate for the FCE tests under CPT Code 97800 resulting in a charge of \$614.00 per test even though Defendants virtually never rendered an FCE test on any Insured pursuant to the Fee Schedule guidelines.

**i. Legitimate FCE Testing**

197. An FCE test is designed to help determine, from a standpoint of relative safety, when/if injured workers are able to return to work, either to their previous job or a different job.

198. Pursuant to the Fee Schedule, FCE tests should only be used to determine a patient's ability to assume or return to work.

199. Specifically, the Fee Schedule states, in pertinent part, the following:

The FCE is utilized for the following purposes:

- (i) To determine the level of safe maximal function at the time of maximal medical improvement.

- (ii) To provide a prevocational baseline of functional capabilities to assist in the vocational rehabilitation process.
- (iii) To objectively set restrictions and guidelines for return to work.
- (iv) To determine whether specific job tasks can be safely performed by modification of technique, equipment, or further training.
- (v) To determine whether additional treatment or referral to a work hardening program is indicated.
- (vi) To assess outcome at the conclusion of a work hardening program.

200. Additionally, the Fee Schedule sets forth clear guidelines on who can request an FCE test, when it may be performed, and who is credentialed to perform the assessment.

Specifically, the Fee Schedule sets forth, in relevant, part that:

- a. The FCE may be prescribed only by a licensed physician in NYS.
- b. The FCE shall be performed by a physical or occupational therapist currently holding a valid license in NYS, or other licensed provider qualified by scope of practice. Constant supervision by the licensed provider is required.
- c. The FCE, when medically necessary and indicated, may be performed only at the point of maximum medical improvement in the opinion of the attending physician.
- d. The FCE should not be prescribed prior to three (3) months post-injury unless there is a significant documented change in the claimant's status which justified earlier utilization.
- e. The following eligibility criteria is required for all claimants: (a) claimant is preparing to return to previous job; (b) claimant has been offered a new job (verified); (c) claimant is working with a rehabilitation provider and a vocational objective is established.
- f. Reports will include the following information: patient demographics including work history; (b) indication for evaluation; (c) type of evaluation performed; (d) raw and tabulated data; (e) normative data values; (f) narrative cover sheet with recommendations.

ii. **FCE Testing Failed to Meet the Fee Schedule Guidelines**

201. The purported FCE testing submitted by Comfort Care and the RA Practice failed to meet virtually all of the guidelines set forth by the Fee Schedule for FCE testing.

202. Initially, the records submitted to Allstate virtually never contained a prescription for the FCE testing from a licensed physician, or any medical provider, as required by the Fee Schedule. To the extent there is any “referral” in the file for FCE testing, it is a pre-printed form that does not contain any details of the patient other than their name and makes no reference at all to any vocational objective.

203. Additionally, the FCE testing was performed absent any employment or vocational objective. In fact, many of the Insureds who were subjected to the FCE testing (i) were unemployed at the time the underlying MVA occurred and did not have a “previous job” to return to; (ii) did not lose any time from work as a result of the MVA; (iii) had already returned to their “previous job” prior to the FCE testing; (iv) had not been offered any “new job” ; and/or (v) had no vocational objective against which their functional capacity needed to be measured.

204. Likewise, the reports that purport to document the FCE testing (i) do not indicate that the patient was at the point of maximum medical improvement, (ii) do not provide objectives or guidelines for returning to work; (iii) do not contain any notes or other information indicating the patient’s demographics, including their work history; and (iv) often times do not indicate that the tests were administered more than three months after the MVA as set forth in the Fee Schedule.

205. To conceal the fact that the FCE tests were performed without regard for Insureds’ vocational status, and therefore not reimbursable, the FCE testing reports submitted by Comfort Care and RA Practice virtually always left the Insured’s employment information blank. Below are illustrative examples:

FCE test report by Comfort Care for Insured MM (Claim No. 0635460850)

Incident Information			
Name / Description	neck		
Care Providers			
Insurance 1		Insurance 2	
Policy No.		Policy No.	
Claim No.		Claim No.	
Employer		Referred By	
Job Title		Purpose	
Attorney		Objectives	

FCE testing submitted by the RA Practice for Insured DY (Claim No. 0646297787)

Incident Information			
Name / Description	neck		
Care Providers			
Insurance 1		Insurance 2	
Policy No.		Policy No.	
Claim No.		Claim No.	
Employer		Referred By	
Job Title		Purpose	
Attorney		Objectives	

FCE testing report submitted by Comfort Care for Insured AF (Claim No. 0640242152)

Incident Information			
Name / Description	neck		
Care Providers			
Insurance 1		Insurance 2	
Policy No.		Policy No.	
Claim No.		Claim No.	
Employer		Referred By	
Job Title		Purpose	
Attorney		Objectives	

206. Further evidence that the FCE testing was fraudulent and performed pursuant to predetermined treatment protocols rather than to benefit any Insured, Defendants routinely purported to perform FCE tests on Insureds prior to three months post-injury, absent any documentation that the patients had reached maximum medical improvement. In fact, the Insureds who underwent the FCE testing routinely continued undergoing extensive “treatment” for the same injuries long after the FCE testing was billed.

207. Representative examples of premature FCE testing are as follows:

- a. On September 5, 2021, Insured AGF (Claim No. 0640242152) was involved in an automobile accident. Thereafter Insured AGF was subjected to an FCE test purportedly performed by Comfort Care on September 27, 2021, 22 days after the automobile accident. AF continued undergoing treatment for injuries related to the MVA until July 13, 2022.
- b. On July 29, 2021, Insured DC (Claim No. 0635239569) was involved in an automobile accident. Thereafter Insured DC was subjected to an FCE test purportedly performed by Comfort Care on September 30, 2021, 63 days after the automobile accident. DC continued undergoing treatment for injuries related to the MVA until January 18, 2022.

- c. On August 25, 2021, Insured JH (Claim No 0638855627) was involved in an automobile accident. Thereafter Insured JH was subjected to an FCE test purportedly performed by Comfort Care on September 30, 2021, 36 days after the automobile accident, and then a second FCE Test on October 29, 2021, 65 days after the automobile accident. JH continued undergoing treatment for injuries related to the MVA until March 9, 2022.
- d. On August 2, 2021, Insured MM (Claim No. 0635460850) was involved in an automobile accident. Thereafter Insured MM was subjected to an FCE test purportedly performed by Comfort Care on October 4, 2021, 63 days after the automobile accident. MM continued receiving extensive treatment related to the MVA until October 14, 2021.
- e. On September 5, 2021, Insured AF (Claim No. 0640242152) was involved in an automobile accident. Thereafter Insured AF was subjected to an FCE test purportedly performed by Comfort Care on November 1, 2021, 57 days after the automobile accident. AF continued undergoing treatment for injuries related to the MVA until July 13, 2022.
- f. On October 18, 2021, Insured DY (Claim No. 0646297787) was involved in an automobile accident. Thereafter Insured DY was subjected to an FCE test purportedly performed by Comfort Care on November 16, 2021, 29 days after the automobile accident. DY continued undergoing treatment for injuries related to the MVA until March 1, 2022.
- g. On October 20, 2021, Insured DM (Claim No. 0646482729) was involved in an automobile accident. Thereafter Insured DM was subjected to an FCE test purportedly performed by RA Practice on November 24, 2021, 35 days after the automobile accident. DM continued undergoing treatment for injuries related to the MVA until June 7, 2023.
- h. On October 10, 2021, Insured DH (Claim No. 0645035197) was involved in an automobile accident. Thereafter Insured DH was subjected to an FCE test purportedly performed by RA Practice on November 29, 2021, 50 days after the automobile accident. DH continued undergoing treatment for injuries related to the MVA until March 11, 2022.
- i. On October 20, 2021, Insured RT (Claim No. 0646482729) was involved in an automobile accident. Thereafter Insured DM was subjected to an FCE test purportedly performed by RA Practice on December 1, 2021, 42 days after the automobile accident. RT continued undergoing treatment for injuries related to the MVA until April 20, 2022.
- j. On October 20, 2021, Insured TR (Claim No. 0646482729) was involved in an automobile accident. Thereafter Insured TR was subjected to an FCE test purportedly performed by RA Practice on December 1, 2021, 42 days after

the automobile accident. JH continued undergoing treatment for injuries related to the MVA until April 20, 2022.

208. These are only representative examples. In many of the claims identified in Exhibit 1 for FCE testing, Defendants billed the test prior to three months post injury and/or before the Insured had reached maximum medical improvement.

**iii. The FCE Tests Purportedly Performed by the Defendants were Medically Unnecessary**

209. Even assuming *arguendo* that the billed for FCE Testing met the patient specific requirements of the Fee Schedule and were medically necessary, the manner in which the Defendants rendered the testing was fraudulent and medically worthless.

210. In virtually every medical record associated with the billed for FCE testing, Defendants purported to perform a computerized National Institute for Occupational Safety and Health (NIOSH) lift test.

211. Legitimate NIOSH lift testing comprises of six static strength tests to help determine, from a relative safety standpoint, when injured workers can return to work.

212. To the extent that any Insureds were seeking to return to work, and that the FCE testing was being conducted for that purpose, the Insureds' records were devoid of any documentation that the Insured's job required any occupational lifting as part of their employment.

213. It is highly improbable, if not impossible, that each and every Insured had the same exact vocational objectives and therefore required the same test to measure their functional capacity to return to work.

214. The Defendants performed a computerized NIOSH lift test on each and every Insured, not based on medical need or any specific occupational objective, but rather because the

computerized NIOSH Lift testing could be rendered in an assembly line fashion by unlicensed “technicians”.

215. Further, Defendants failed to perform a complete NIOSH lift test. Defendants’ medical records typically only purport to render two or three static strength tests when six are required. Even the testing that was purportedly performed, provided no medical utility.

216. In all of the claims identified in Exhibit 1 for FCE testing, the Defendants falsely represented that the FCE tests were medically necessary, when in fact the FCE testing was part of Defendants predetermined fraudulent treatment and billing protocols, and were designed solely to financially enrich the Defendants, rather than to benefit any of the Insureds who were subjected to the purported FCE testing.

#### **E. Fraudulent Billing for Vestibular Testing**

217. Through Community Medical the Defendants billed Allstate for Vestibular testing. Similar to the other Fraudulent Services, the Vestibular testing that was billed by the Defendants was administered pursuant to a pre-determined treatment protocol, which was designed solely for the Defendants pecuniary gain, with a complete disregard of patient welfare or medical necessity, and pursuant to illegal kickback and referral agreements.

218. When used in appropriate circumstances, and performed according to acceptable medical standards, Vestibular testing can aid in diagnosing issues related to a patient’s equilibrium, including dizziness, vertigo and imbalance.

219. One mode of Vestibular testing, videonystagmography (“VNG”), was purportedly provided by Defendants. VNG is a diagnostic procedure that assesses the vestibular system, with eye movements recorded using infrared cameras, and provides insights into the inner ear and neural

pathways. The test involves a series of maneuvers and exercises that stimulate the vestibular system, and then a comparison of a patient's eye movement responses to norms, aiding diagnoses.

220. To justify the VNG testing, Defendants copied and pasted the same fraudulent diagnosis in connection with each and every patient allegedly subjected to the test. Specifically, the claims for VNG testing diagnosed each patient with code R42 – Dizziness and Giddiness, and the medical reports accompanying the test reported that the patients complained of recurrent episodes of dizziness and headaches. Defendants further reported that the patients had never previously had the same or similar conditions prior to the subject MVA and that such conditions were “solely a result of” the MVA.

221. These fake diagnoses of the patients were not reported by the patients' contemporary providers. Notably, Dr. Ahmad himself did not report these same findings in previous or subsequent treatment reports related to the same Insured.

222. The billing to Allstate also fraudulently reported that the VNG testing was performed by an employee physician of Community Medical. To the extent that testing was performed at all, it was performed by a non-physician independent contractor.

223. In keeping with the fact that the testing was being performed pursuant to a fraudulent protocol designed by laypersons solely for pecuniary benefit, every bill submitted to Allstate for the VNG testing billed the same CPT Codes 92533, 92540, 92546, 92548, totaling \$499.81.

224. Moreover, in five of the six instances where the Defendants submitted to Allstate the raw data that was supposedly generated by the VNG testing, some or all of that data was a direct match to reports submitted in connection with different patients who supposedly received VNG testing from different physicians treating through different medical entities. Having multiple

patients with the same exact VNG testing results is a virtual impossibility that *conclusively demonstrates fraud*.

#### **F. Fraudulent Billing for Transcranial Doppler**

225. Through Community Medical, the Defendants also billed Allstate for Doppler testing. Similar to the other Fraudulent Services, the Doppler testing that was billed by the Defendants was administered pursuant to a pre-determined treatment protocol, which was designed solely for Defendants pecuniary gain, with a complete disregard of patient welfare or medical necessity, and pursuant to illegal kickback and referral agreements.

226. The Doppler testing was purportedly rendered to patients on the same day as the VNG testing described above. To disguise their fraudulent billing, the Defendants replicated the same tactics as the Shockwave billing by splitting the Doppler and VNG testing across multiple bills which were mailed separately to Allstate on the same day.

227. Doppler is a non-invasive technique by which specialized equipment is used to target then measure sound waves to detect and diagnose blood flow problems in the brain. When utilized properly, Doppler can aid in the diagnosis of potentially life-threatening conditions.

228. To justify the Doppler testing, Defendants copied and pasted the same fraudulent diagnosis in connection with each and every Insured allegedly subjected to the test. Specifically, the claims for Doppler testing diagnosed each and every Insured with G43.001, meaning a migraine without aura, not intractable with status migraineurs (headache that doesn't respond to usual treatment or lasts longer than 72 hours). Defendants further reported that the Insured had never previously had the same or similar conditions prior to the subject MVA and that such conditions were “solely a result of” the MVA.

229. Just as the vestibular diagnosis were phony, so were the indications of cranial vascular issues. This fake diagnosis of the patients was not otherwise documented or reported by the patients' contemporary providers. Notably, Dr. Ahmad himself did not report these same findings in previous or subsequent treatment reports of the same patients.

230. The billing to Allstate also fraudulently reported that the Doppler testing was performed by an employee physician of Community Medical. To the extent the testing was performed at all, it was performed by a non-physician independent contractor.

231. In keeping with the fact that the testing was being performed pursuant to a fraudulent protocol designed by laypersons, every bill submitted to Allstate for the VNG testing included the same CPT Codes 93886, 93890, and 93892-59, in the respective amounts of \$507.34, \$550.40, and \$584.05, totaling \$1,641.79.

232. Consistent with their fraudulent nature and the dangers of such abhorrent medical practices, the reports accompanying the Doppler testing contain no indications that Dr. Ahmad ever referred the patients to a specialist or even attempted to treat the patients purported cranial vascular issues.

233. If the patients had actually presented with such conditions as documented by Dr. Ahmad, they would have needed treatment, rather than being used as pawns in the fraudulent billing scheme in which such injuries were ignored and not treated. To ignore such diagnoses is unimaginable and unconscionable. If any patient of Dr. Ahmad had in fact presented with any issues which Doppler might detect, not only would they have missed a potentially life-saving diagnosis which Doppler if done properly may have provided, but to the extent the results were relied upon by other professionals, they also could have adversely impacted the patient's health.

### **G. Fraudulent Billing for Spinal Diagnostic Ultrasounds**

234. Through Community Medical the Defendants billed Allstate for Spinal Ultrasounds. Similar to the other Fraudulent Services, the Spinal Ultrasounds that were billed by the Defendants were administered pursuant to a pre-determined treatment protocol, which was designed solely for the Defendants pecuniary gain, with a complete disregard of patient welfare or medical necessity and pursuant to illegal kickback and referral agreements.

235. At times, the same patients who were victimized by the medically unnecessary Shockwave, Vestibular, and Doppler testing by the Defendants were also purportedly subjected to medically unnecessary and worthless Spinal Ultrasounds.

236. Community Medical typically billed Allstate for Spinal Ultrasounds under CPT codes 76536, 76800, 76881, and 76999 typically resulting in total charges between \$694.93 to \$1,374.89 per date of service.

237. While ultrasound has many legitimate uses in medicine, evaluation of the adult spine is not one of them. Evaluation of the adult spine with ultrasound is at best experimental and investigational and is not part of the standard of care as promulgated by any major medical organization.

238. The American Institute of Ultrasound in Medicine (AIUM)'s official statement, which was first approved in 1995 and then consistently reapproved in the subsequent years, has stated that diagnostic spinal ultrasounds should not be used in the diagnostic evaluation of the intervertebral discs, facet joints and capsules, and central nerves. It states further that these tests have no proven clinical utility. The AIUM is the largest organization of physicians who perform and interpret ultrasounds.

239. The American College of Radiology is the premier and most authoritative body regarding radiological practices in the world. The American College of Radiology Appropriateness Criteria for “Suspected Spine Trauma” does not even mention the use of diagnostic spinal ultrasounds in the setting of spinal trauma, that would occur with an automobile accident.

240. The American Academy of Neurology Report 1998 concluded that “currently, no published peer reviewed literature supports the use of diagnostic ultrasound in the evaluation of patients with back pain or radicular symptoms. The procedure cannot be recommended for use in the clinical evaluation of such patient.

241. The Medical Treatment Guidelines for Mid and Low Back Injury published by the New York Workers Compensation Board on May 2, 2022, does not recommend Spinal Ultrasound for back pain.

242. Currently, no published randomized controlled trials support the use of the Spinal Ultrasound in the evaluation of patients with back pain or radicular symptoms.

243. The documentation submitted by Defendants to Allstate in connection with the purported Spinal Ultrasound did not contain any documentation that established the medical necessity of the tests that were purportedly rendered to the Insureds. Moreover, Defendants did not submit any documentation that supported the position that Spinal Ultrasound was ever medically indicated in adult patients with back pain.

244. Further, notably absent from the Defendants submissions are any films or images of the ultrasounds evidencing that the services were even rendered.

#### **H. Fraudulent Billing for EMG/NCV Testing**

245. Through Wellness Integrative, DLC and Community Medical, Defendants billed Allstate for EMG/NCV testing. Similar to the other Fraudulent Services, the EMG/NCV billed by

the Defendants was administered pursuant to a pre-determined treatment protocol, which was designed solely for the Defendants pecuniary gain, with a complete disregard of patient welfare or medical necessity, and pursuant to illegal kickback and referral agreements.

246. The Defendants virtually always billed the EMG and NCV studies together on the same dates of services charging Allstate a reimbursement rate between \$241.50 and \$2,405.20 per study.

247. Legitimate EMG is a potentially powerful study of the electrical activity of muscle cells that is done by inserting a small needle electrode directly into the belly of a muscle. Among other things, EMG tests whether specific muscles are innervated by normally functioning motor nerves.

248. NCV tests are non-invasive tests in which peripheral nerves, including those in the arms and legs, are stimulated with an electrical impulse to cause the nerve to depolarize. The depolarization of the nerve is transmitted, measured, and recorded using electrodes.

249. Evidencing that the EMG/NCV testing was pre-determined and not based on the individualized circumstances of the patients, Defendants typically administered the EMG/NCV testing on the date of its “Initial Evaluation” of the Insured and documented that examination with a report that contained a preprinted recommendation for EMG/NCV studies.

250. It is also notable that Wellness Integrative customarily performed “Initial Evaluations” of patients even though the same patients had purportedly already been receiving Shockwave by Wellness Integrative. The “Initial Evaluations” do not document any history of the patients receiving Shockwave.

251. The EMG/NCV testing was performed in a cookie cutter fashion, not tailored to the individual circumstances of the patient, and failed to test a sufficient number of limb muscles to

be able to make an accurate diagnosis. The Defendants attempted to conceal from Allstate that the tests were insufficient to formulate a legitimate diagnosis by using CPT Code 95886 even though the test reports plainly fail to describe the number of muscles required by the CPT Code.

252. In instances, the Defendants diagnosed patients with conditions that were not consistent with the results of the EMG/NCV. For example, Wellness Integrative diagnosed an Insured with carpal tunnel syndrome despite reporting normal nerve conduction test of the median nerves.

253. Other times the Defendants failed to report that the data supposedly generated by the EMG/NCV disclosed that the patient may have a nerve conduction block, which is a very serious problem that a legitimate physician would not simply ignore.

#### **I. Billing for Services Rendered by Independent Contractors**

254. The individuals who provided the Fraudulent Services on behalf of the Ahmad Providers, to the extent they were performed at all, were not employees of Dr. Ahmad or the Ahmad Providers. Defendants intentionally concealed this fact from Allstate knowing that if the actual treating provider and their “business relationship” was disclosed, the services would have been non-reimbursable.

255. On virtually every NF-3 Claim Form submitted in connection with Shockwave and FCE testing, Defendants fraudulently represented that the services were performed by Dr. Ahmad as the “Owner” of the Ahmad Providers. No other individual is disclosed as the treating provider and the “employee”, and “independent contractor” sections are left blank. An example of this practice is highlighted in paragraph 177 above, as well as below.

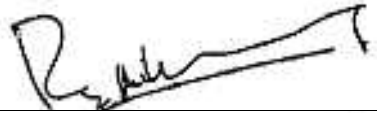


Community Medical NF-3 for Insured NMS (Claim No. 0621905371)

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:									
TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX						
AHMAD, RIAZ	MD	196049	<table border="1"> <tr> <td>EMPLOYEE</td> <td>INDEPENDENT CONTRACTOR</td> <td>OTHER (SPECIFY)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Owner</td> </tr> </table>	EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)	<input type="checkbox"/>	<input type="checkbox"/>	Owner
EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)							
<input type="checkbox"/>	<input type="checkbox"/>	Owner							


256. Contrary to the representations on the NF-3 Claim Forms, Dr. Ahmad did not perform the Shockwave or FCE testing. The true treating providers of the Shockwave and FCE testing, to the extent the services were rendered at all, were undisclosed independent contractors.



257. In keeping with the fact that Dr. Ahmad did not perform Shockwave or FCE testing, the treatment records for DLC and AR Practice are unsigned. To the extent that DLC or the AR Practice submitted an Assignment of Benefits (“AOB”) form to Allstate with Dr. Ahmad’s signature on the date of service, such signatures were the same stamps and/or copies used across DLC, and the AR Practices’ claims submissions. Examples of Ahmad’s signature stamp on DLC and the AR Practices’ claim submissions are below:

DLC Signature Stamp




Insured JR (Claim No. 0606102127) AOB for Date of Service: 10/18/2021	
Insured AR (Claim No.0577443492) AOB for Date of Service: 10/7/2021	
Insured WH (Claim No.0622291888) AOB for Date of Service:10/7/2021	

AR Practice Signature Stamp #1


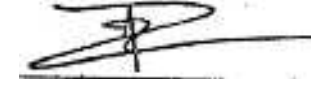




Insured SS (Claim No.0552880841) AOB for Date of Service: 10/25/2021	
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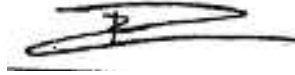
Insured OI (Claim No. 0636254096) AOB for Date of Service: 10/28/2021	
Insured YF (Claim No. 0638576520) AOB for Date of Service: 12/2/2021	

AR Practice Signature Stamp #2

Insured MA (Claim No.0643918576) AOB for Date of Service: 11/2/2021	
Insured DY (Claim No. 0646680405) AOB for Date of Service: 11/18/2021	
Insured AAZ (Claim No. 0645213273) AOB for Date of Service: 11/9/2021	




258. Dr. Ahmad purported to sign the treatment records for Community Medical, Comfort Care, and the RA Practice but these too were stamps and/or photocopies used across all three of the entities. Examples of the signature stamps are below:

Community Medical Signature Stamps	Comfort Care Signature Stamps	RA Practice Signature Stamps
Insured RH (Claim No. 0619618167) Date of Service: 7/26/2021 	Insured RH (Claim No. 0619618167) Date of Service: 10/5/2021 	Insured RH (Claim No. 0619618167) Date of Service: 11/24/2021 
Insured DF (Claim No. 0629776328) Date of Service: 10/4/2021 	Insured JH (Claim No. 0638855627) Date of Service: 9/30/2021 	Insured AA (Claim No.0603261231) Date of Service: 11/15/2021 


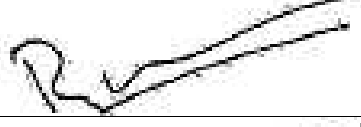
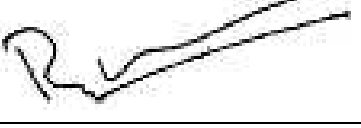
Insured BL (Claim No. 0622069714) Date of Service: 8/5/2021 	Insured YT (Claim No. 0619618167) Date of Service: 8/17/2021 	
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259. Finally, all of Dr. Ahmad’s signatures across Wellness Integrative used the same signature stamp and/or photocopy, which was also used in connection with submissions by Community Medical. Examples of this signature stamp on submissions to Allstate are below:

Community Medical Signature Stamp

Insured AD (Claim No. 0620469825) Date of Service: 5/21/2021	
Insured FS (Claim No.0622695749) Date of Service: 6/9/2021	
Insured BM (Claim No.0625193354) Date of Service: 5/21/2021	

Wellness Integrative Signature Stamp

Insured KS (Claim No. 0703460303) Date of Service: 2/22/2023	
Insured ST (Claim No. 0712796472) Date of Service: 5/10/2023	
Insured PCB (Claim No.0719600818) Date of Service: 6/29/2023	

260. Further, as described in greater detail above, the Ahmad Providers were one of multiple entities that would bill for the same fraudulent services for the same Insured treating at the same location. Even when the name of the billing provider changed, the Insureds purported

treatment and documentation remained virtually identical demonstrating that the purported services were being provided by one individual, and not by multiple different healthcare practices and their individual physician owners. Many times, Allstate even received billing purportedly rendered by Dr. Ahmad personally, however a different physician signed the treatment record.

261. Moreover, the sheer volume of billing submissions to Allstate alone, across multiple locations on the same day, belies the Defendants representations that the services were provided by Dr. Ahmad. For example:

- (i) On November 12, 2021, Dr. Ahmad purportedly rendered Shockwave through the AR Practice and the RA Practice on thirteen different Insureds at four different locations (1975 Linden Boulevard, Elmont, NY 11003, 69-37 Myrtle Avenue, Glendale, NY 11385, 160-59 Rockaway Boulevard, Jamaica, NY 11434, and 30 S Central Avenue, Valley Stream, NY 11580).
- (ii) On November 17, 2021, Dr. Ahmad purportedly rendered Shockwave and FCE testing through the AR Practice and the RA Practice on twelve different Insureds at six different locations (1975 Linden Boulevard, Elmont, NY 11003, 60 Belmont Avenue, Brooklyn, NY 11212, 160-59 Rockaway Boulevard, Jamaica, NY 11434, 632 Utica Avenue, Brooklyn, NY 11203, 550 Remsen Avenue, Brooklyn, NY 11236, and 30 South Central Avenue, Valley Stream, NY 11580).
- (iii) On November 23, 2021, Dr. Ahmad purportedly rendered Shockwave through the AR Practice and the RA Practice on twelve different Allstate Insureds at six different locations (3432 E Tremont Avenue, Bronx, NY 10465, 1650 Eastern Pkwy, Brooklyn, NY 11223, 146 Empire Boulevard, Brooklyn, NY 11225, 180-09 Jamaica Avenue, Jamaica, NY 11432, 30 S Central Avenue, Valley Stream, NY 11580, and 71 S Central Avenue, Valley Stream, NY 11580).
- (iv) On November 24, 2021, Dr. Ahmad purportedly rendered Shockwave through the AR Practice and the RA Practice on ten different Insureds at six different locations (3432 E Tremont Avenue, Bronx, NY 10465, 1975 Linden Boulevard, Elmont, NY 11003, 146 Empire Boulevard, Brooklyn, NY 11225, 69-37 Myrtle Avenue, Glendale, NY 11385, 160-59 Rockaway Boulevard, Jamaica, NY 11434, and 50 Remsen Avenue, Brooklyn, NY 11236).
- (v) On November 29, 2021, Dr. Ahmad purportedly rendered Shockwave through the AR Practice and the RA Practice on twelve different Insureds at five different locations (146 Empire Boulevard, Brooklyn, NY 11225, 160-

59 Rockaway Boulevard, Jamaica, NY 11434, 632 Utica Avenue, Brooklyn, NY 11203, 1819 Merrick Avenue, Merrick, NY 11566, and 30 S Central Avenue, Valley Stream, NY 11580).

262. These are only representative examples. In many of the claims identified in Exhibit 1, Dr. Ahmad purported to perform services at multiple locations on the same day.

263. Further, in reports submitted by Wellness Integrative, the Shockwave report contains a section designated for “technician use” even though the billing fails to reflect that a technician was involved in the rendering of the services. Rather, the billing was submitted in the name of Dr. Ahmad.

264. Defendants’ billing for Vestibular, Doppler, Spinal Ultrasounds, and EMG/NCV testing typically listed a different physician as performing the service. To the extent these physicians had any involvement in the billed for testing, they were not under the control or employment of any of the Ahmad Providers and operated as independent contractors.

265. For example, Joseph Dorsten, DO (“Dorsten”) was listed as an employee of Community Medical on the billing for Doppler and Spinal Ultrasounds even though he purported to perform the same services, at the same location through his own practice.

266. Whether Dorsten’s name was used in the billing submitted by the Ahmad Providers or under the name of his own practice, the same templated reports were submitted to Allstate to document the testing.

267. Similarly, the name Roy Shanon, MD (“Shanon”) was used by both Community Medical and Dorsten’s PC to bill for Vestibular testing. Whether Shanon ostensibly performed the service for Community Medical or Dorsten, the same template reports were used.

268. Moreover, Comfort Care referred patients to Dorsten's PC (a competitor) for Vestibular, Doppler and Spinal Ultrasounds even though Community Medical purported to employ both Dorsten and Shanon to perform the same exact testing within the same offices.

269. Despite repeated requests through verification, each of the Ahmad Providers failed to produce any documentation to Allstate establishing that Dorsten, Shannon or any other individual was an employee of Ahmad or any of the Ahmad PCs.

270. By falsely representing the employment status of the treating provider, the Defendants intentionally, knowingly, and fraudulently concealed from Allstate that the underlying services were performed by independent contractors and were thus non-reimbursable. Further, the Defendants prohibited Allstate from verifying whether the treating provider was licensed to perform the services purportedly rendered to Allstate insured patients.

**III. The Fraudulent Charges the Defendants Submitted or Caused to be Submitted to Allstate**

271. To support their fraudulent charges, the Defendants systematically submitted, or caused to be submitted, to Allstate, documentation that consisted of NF-3 Claim Forms, HCFA-1500 Claim Forms, medical records, Assignments of Benefits, referrals, correspondences, and other supporting documentation (hereinafter, the "Claims Submissions"), which were materially false and/or misleading, to obtain payment for services they were never entitled to receive. The Claims Submissions consistently misrepresented that Dr. Ahmad had performed the Fraudulent Services. In addition, the Claims Submissions consistently misrepresented that Dr. Ahmad's name and license, as well as the tax identification numbers of the Ahmad Providers, were being legitimately used to bill for the Fraudulent Services, making them eligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12).

272. In reality, Dr. Ahmad never performed these services, and the Ahmad Providers were unlawfully and secretly operated, managed and controlled by the John Doe Defendants.

273. Furthermore, the services were rendered, to the extent that they were rendered at all, by unlicensed individuals and/or non-physicians that were not employed by Dr. Ahmad or any of the Ahmad Providers, thereby rendering them ineligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.11.

274. The Claims Submissions that Defendants submitted, or caused to be submitted, to Allstate uniformly falsified patients' conditions and materially misrepresented that the Fraudulent Services were medically necessary and rendered in accordance with generally accepted standards of medical care. Instead, the services that were provided, to the extent they were provided at all, were not based upon legitimate medical decision-making by licensed healthcare professionals.

275. Furthermore, the Claims Submissions that were submitted, or caused to be submitted to Allstate, concealed that the services were provided, to the extent provided at all, pursuant to illegal kickback and referral arrangements.

276. Finally, Defendants materially misrepresented that the Ahmad Providers were in compliance with pertinent laws and regulations and therefore were eligible to collect No-Fault benefits, when in fact they were not.

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

277. The Defendants were under a legal and ethical obligation to act with honesty and integrity. Furthermore, Dr. Ahmad, as a duly licensed physician, is required to act in accordance with his oath as a licensed medical professional.

278. The Defendants participated in a complex and systematic plan under which they knowingly misrepresented and concealed facts related to the Fraudulent Scheme in order to evade

detection and induce Allstate to make payments to the Ahmad Providers which Allstate was never required to make, and Defendants were never entitled to receive.

279. The Defendants knowingly misrepresented and concealed facts related to Dr. Ahmad's ownership, management and/or control of the Ahmad Providers, from Allstate. Documents submitted to Allstate and filed with the State of New York falsely reflect that Dr. Ahmad solely owns, manages and/or controls the Ahmad Providers.

280. The Defendants knowingly misrepresented and concealed facts related to Ahmad's lack of participation in the performance of the Fraudulent Services, that the services were medically unnecessary, and were rendered pursuant to predetermined treatment protocols not based on the conditions of the Insureds.

281. Defendants further knowingly misrepresented and concealed facts related to the employment status of the individuals who performed the Fraudulent Services to prevent Allstate from discovering that these services were non-reimbursable, as they were performed by independent contractors.

282. Further, the Defendants concealed the fact that Allstate insureds were procured by the Defendants pursuant unlawful financial arrangements.

283. Pursuant to the No-Fault laws, Allstate has a contractual obligation to verify and/or process claims in a prompt and fair manner, within thirty days. Defendants' conduct described herein was done intentionally and with purpose to evade detection and induce Allstate to make payments for the Fraudulent Services. When making payments to the Ahmad Providers, Allstate justifiably relied on the documents submitted because Defendants went through great lengths to ensure that the Claims Submissions appeared facially valid.

284. Due to the great lengths that the Defendants took to misrepresent and conceal their fraudulent acts, Allstate did not discover, and could not have reasonably discovered, that their damages were the result of Defendants' intentional conduct, until shortly before the filing of this Complaint.

285. As a result of the Defendants' unlawful conduct, which violated New York and Federal laws, Allstate was injured in their business and property, in the amount of \$416,146.70.

**AS AND FOR A FIRST CAUSE OF ACTION**

**Dr. Ahmad Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

286. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

287. Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, together constitute an association-in-fact enterprise (hereinafter, the "Dr. Ahmad Enterprise"), as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

288. The members of the Dr. Ahmad Enterprise are separate business entities, with different names and tax identifications numbers, who associated together as an ongoing and continuing unit, sharing the same common purpose of furthering a healthcare fraud scheme against Allstate, and other insurers. Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, each operated in a materially identical fraudulent manner, and jointly and purposefully orchestrated their submission of fraudulent claims to Allstate and other insurers to minimize the duration of time and volume of billing submitted through any single member in

an attempt to avoid attracting the attention and scrutiny of Allstate and other insurers to the volume of billing and the pattern of fraudulent charges originating from any individual name. As such, the carrying out of this scheme would be beyond the capacity of each member of the Dr. Ahmad Enterprise acting individually or without the aid of each other.

289. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with the Dr. Ahmad Enterprise within the meaning of 18 U.S.C § 1961(3).

290. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of the Dr. Ahmad Enterprise’s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice knowing that they were not reimbursable under the No- Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, were lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that was not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate’s insureds by Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice.

- (iv) Submitting false and fraudulent claims that concealed from Allstate that Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

291. The Dr. Ahmad Enterprise has been engaged in the scheme since no later than 2020. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as the members of the Dr. Ahmad Enterprise continue to attempt collection on the fraudulent billing submitted through them until the present day. The Dr. Ahmad Enterprise members were unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities; and never have been eligible to bill for No-Fault benefits. The Dr. Ahmad Enterprise exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

292. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in Exhibit 1 were submitted to Allstate through the U.S. Mail.

293. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

294. The Dr. Ahmad Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the

submission of the fraudulent bills to Allstate and other insurers), by creating and maintaining patient files and other records, and by negotiating and executing various contracts and/or verbal agreements, by maintaining the bookkeeping and accounting functions necessary to manage the receipt and distribution of the insurance proceeds, and by retaining collection lawyers whose services were also used to generate payments from insurance companies to support all of the aforesaid functions.

295. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$416,146.70 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through the Dr. Ahmad Enterprise.

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

**AS AND FOR A SECOND CAUSE OF ACTION**

**Dr. Ahmad Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

297. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

298. The Dr. Ahmad Enterprise is an association-in-fact enterprise, as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

299. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with the Dr. Ahmad Enterprise within the meaning of 18 U.S.C § 1961(3).

300. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Dr. Ahmad Enterprise affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, were lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

301. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

302. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

303. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$416,146.70 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through the Dr. Ahmad Enterprise.

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

**AS AND FOR A THIRD CAUSE OF ACTION**

**Community Medical Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

305. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

306. Community Medical is an ongoing "enterprise", as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

307. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with Community Medical within the meaning of 18 U.S.C § 1961(3).

308. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of Community Medical's affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Community Medical knowing that it was not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Community Medical was lawfully operated, managed, and controlled by a licensed physician, when in fact it was being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Community Medical, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by Community Medical.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

309. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in Exhibit 1 were submitted to Allstate through the U.S. Mail.

310. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

311. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as Community Medical continues to attempt collection on the fraudulent billing submitted through them until the present day. Community Medical was unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities, and never has been eligible to bill for No-Fault benefits. Community Medical exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

312. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$85,259.85 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through Community Medical.

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

**AS AND FOR A FOURTH CAUSE OF ACTION**

**Community Medical Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

314. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

315. Community Medical is an ongoing “enterprise”, as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

316. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with Community Medical within the meaning of 18 U.S.C § 1961(3).

317. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of Community Medical’s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Community Medical knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Community Medical was lawfully operated, managed, and controlled operated by a licensed physician, when in fact they were being operated, managed,, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Community Medical to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate’s insureds by Community Medical.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate’s insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

318. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

319. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

320. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$85,259.85 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through Community Medical.

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

**AS AND FOR A FIFTH CAUSE OF ACTION**

**Against Community Medical, PC, Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Common Law Fraud)**

322. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

323. As described herein, the John Doe Defendants, Dr. Ahmad and Community Medical, schemed to defraud and defrauded Allstate by intentionally and knowingly making material misrepresentations of fact and concealing material facts from Allstate in the submissions of hundreds of fraudulent claims on behalf of Community Medical, in which they seek payment for the Fraudulent Services.

324. These fraudulent and material misrepresentations of fact and acts of concealment, starting no later than 2020, include, but are not limited to: (i) that Community Medical is lawfully operated, managed, and controlled by Dr. Ahmad, thereby making it eligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12), when in reality Community Medical was secretly and unlawfully operated, managed, and controlled by the John Doe Defendants, rendering it ineligible for No-Fault reimbursement; (ii) that Dr. Ahmad performed the Fraudulent Services, when in fact he virtually never practiced through Community Medical; (iii) that the services billed for by Community Medical, were medically necessary and warranted by the condition of the Allstate insured, when in fact the Fraudulent Services were excessive, not medically necessary, and were rendered pursuant to predetermined treatment protocols designed to unjustly enrich Community Medical, Dr. Ahmad, and the John Doe Defendants; (iv) that the Fraudulent Services were coded and charged in accordance with the Fee Schedule, when in fact the charges were unbundled, inflated, overcharged, and did not accurately reflect the underlying services rendered to the Allstate insureds; (v) that Community Medical obtained its patients in a legitimate manner, when in fact, patients were steered to it as part of an illegal financial arrangement; (vi) that the services were performed by Dr. Ahmad, when in fact they were performed by non-physician independent contractors, to the extent performed at all; (vii) that the Fraudulent Services were actually provided, when in fact they were not; and (viii) that Community Medical was otherwise in compliance with pertinent laws and regulations and therefore eligible to collect No-Fault benefits, when in fact it was not.

325. The John Doe Defendants, Dr. Ahmad and Community Medical intentionally and knowingly made the above-referenced material misrepresentations and concealed material facts in a contrived, calculated effort to give the services a false appearance of validity when they knew

the services were not reimbursable under the No-Fault laws. The John Doe Defendants, Dr. Ahmad and Community Medical's conduct induced Allstate to pay charges submitted by, or on behalf of Community Medical that it was never entitled to receive.

326. Allstate did in fact reasonably and justifiably rely, to its detriment, upon the facially valid claims submissions by Community Medical. As a proximate result of the false and fraudulent claim submissions submitted by Community Medical, Allstate has been injured in its business and property, in that it has paid at least \$85,259.85.

327. Allstate would not have issued payment, or have been obligated to issue payment, to Community Medical for the Fraudulent Services but for the concealment and intentional and material misrepresentations made by the John Doe Defendants, Dr. Ahmad, and Community Medical.

328. The John Doe Defendants, Dr. Ahmad and Community Medical's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles Allstate to recover punitive damages.

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

**AS AND FOR A SIXTH CAUSE OF ACTION**

**Against Community Medical, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Unjust Enrichment)**

330. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

331. As set forth above, the John Doe Defendants, Dr. Ahmad and Community Medical have engaged in unjust, improper, and/or unlawful acts, all to the detriment and harm of Allstate.

332. When Allstate reimbursed Community Medical, by paying the bills and charges submitted by or on behalf of Community Medical, it reasonably believed that it was legally obligated to make such payments based on the unjust, improper and/or unlawful acts of the John Doe Defendants, Dr. Ahmad and Community Medical.

333. Community Medical, Dr. Ahmad and the John Doe Defendants' retention of Allstate's payments violates the fundamental principles of justice, equity and good conscience.

334. By reason of the acts described above, Community Medical, Dr. Ahmad and the John Doe Defendants' have been unjustly enriched in the amount to be determined at trial, but at a minimum, the sum of \$85,259.85.

**AS AND FOR A SEVENTH CAUSE OF ACTION**

**Comfort Care Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

335. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

336. Comfort Care is an ongoing "enterprise", as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

337. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with Comfort Care within the meaning of 18 U.S.C § 1961(3).

338. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of Comfort Care's affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Comfort Care knowing that it was not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Comfort Care was lawfully operated, managed, and controlled by a licensed physician, when in fact it was being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Comfort Care, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by Comfort Care.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

339. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in Exhibit 1 were submitted to Allstate through the U.S. Mail.

340. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

341. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as Comfort Care continues to attempt collection on the fraudulent billing submitted through them until the present day. Comfort Care was unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities, and never has been eligible to bill for No-Fault benefits. Comfort Care exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

342. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$80,136.45 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through Comfort Care.

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

**AS AND FOR AN EIGHTH CAUSE OF ACTION**

**Comfort Care Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

344. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

345. Comfort Care is an ongoing “enterprise”, as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

346. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with Comfort Care within the meaning of 18 U.S.C. § 1961(3).

347. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of Comfort Care’s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Comfort Care knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Comfort Care was lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Comfort Care to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate’s insureds by Comfort Care.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate’s insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

348. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

349. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

350. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$80,136.45 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through Comfort Care.

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

**AS AND FOR A NINTH CAUSE OF ACTION**

**Against Comfort Care, PC, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Common Law Fraud)**

352. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

353. As described herein, the John Doe Defendants, Dr. Ahmad and Comfort Care, schemed to defraud and defrauded Allstate by intentionally and knowingly making material misrepresentations of fact and concealing material facts from Allstate in the submissions of hundreds of fraudulent claims on behalf of Comfort Care, in which they seek payment for the Fraudulent Services.

354. These fraudulent and material misrepresentations of fact and acts of concealment include, but are not limited to: (i) that Comfort Care is lawfully operated, managed, and controlled operated by Dr. Ahmad, thereby making it eligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12), when in reality Comfort Care was secretly and unlawfully operated, managed and controlled by the John Doe Defendants, rendering it ineligible for No-Fault reimbursement; (ii) that Dr. Ahmad performed the Fraudulent Services, when in fact he virtually never practiced through Comfort Care; (iii) that the services billed for by Comfort Care, were medically necessary and warranted by the condition of the Allstate insured, when in fact the Fraudulent Services were excessive, not medically necessary, and were rendered pursuant to predetermined treatment protocols designed to unjustly enrich Comfort Care, Dr. Ahmad, and the John Doe Defendants; (iv) that the Fraudulent Services were coded and charged in accordance with the Fee Schedule, when in fact the charges were unbundled, inflated, overcharged, and did not accurately reflect the underlying services rendered to the Allstate insureds; (v) that Comfort Care obtained its patients in a legitimate manner, when in fact, patients were steered to it as part of an illegal financial arrangement; (vi) that the services were performed by Dr. Ahmad, when in fact they were performed by non-physician independent contractors, to the extent performed at all; (vii) that the Fraudulent Services were actually provided, when in fact they were not; and (viii) that Comfort Care was otherwise in compliance with pertinent laws and regulations and therefore eligible to collect No-Fault benefits, when it fact it was not.

355. The John Doe Defendants, Dr. Ahmad and Comfort Care intentionally and knowingly made the above-referenced material misrepresentations and concealed material facts in a contrived, calculated effort to give the services a false appearance of validity when they knew the services were not reimbursable under the No-Fault laws. John Doe Defendants, Dr. Ahmad

and Comfort Care's conduct induced Allstate to pay charges submitted by, or on behalf of Comfort Care that it was never entitled to receive.

356. Allstate did in fact reasonably and justifiably rely, to its detriment, upon the facially valid claims submissions by Comfort Care. As a proximate result of the false and fraudulent claim submissions submitted by Comfort Care, Allstate has been injured in its business and property, in that it has paid at least \$80,136.45.

357. Allstate would not have issued payment, or have been obligated to issue payment, to Comfort Care for the Fraudulent Services but for the concealment and intentional and material misrepresentations made by the John Doe Defendants, Dr. Ahmad, and Comfort Care.

358. The John Doe Defendants, Dr. Ahmad and Comfort Care's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles Allstate to recover punitive damages.

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

**AS AND FOR A TENTH CAUSE OF ACTION**

**Against Comfort Care, PC, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Unjust Enrichment)**

360. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

361. As set forth above, the John Doe Defendants, Dr. Ahmad and Comfort Care have engaged in unjust, improper, and/or unlawful acts, all to the detriment and harm of Allstate.

362. When Allstate reimbursed Comfort Care, by paying the bills and charges submitted by or on behalf of Comfort Care, it reasonably believed that it was legally obligated to make such payments based on the unjust, improper and/or unlawful acts of the John Doe Defendants, Dr. Ahmad and Comfort Care.

363. Comfort Care, Dr. Ahmad and the John Doe Defendants' retention of Allstate's payments violates the fundamental principles of justice, equity and good conscience.

364. By reason of the acts described above, Comfort Care, Dr. Ahmad and the John Doe Defendants have been unjustly enriched in the amount to be determined at trial, but at a minimum, the sum of \$80,136.45.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION**

**DLC Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

365. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

366. DLC is an ongoing "enterprise", as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

367. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with DLC within the meaning of 18 U.S.C § 1961(3).

368. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of DLC's affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute,

18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of DLC knowing that it was not reimbursable under the No-Fault law. The scheme included:

- (vi) Submitting false and fraudulent claims attesting that DLC was lawfully operated, managed, and controlled by a licensed physician, when in fact it was being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (vii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by DLC, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (viii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by DLC.
- (ix) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (x) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

369. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in Exhibit 1 were submitted to Allstate through the U.S. Mail.

370. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

371. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as DLC continues to attempt collection on the fraudulent billing

submitted through them until the present day. DLC was unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities, and never has been eligible to bill for No-Fault benefits. DLC exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

372. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$19,466.12 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through DLC.

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

**AS AND FOR A TWELFTH CAUSE OF ACTION**

**DLC Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

374. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

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

376. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with DLC within the meaning of 18 U.S.C § 1961(3).

377. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of DLC's affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of DLC knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that DLC was lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by DLC to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by DLC.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

378. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

379. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

380. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$19,466.12 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through DLC.

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

**AS AND FOR A THIRTEENTH CAUSE OF ACTION**

**Against DLC, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad,  
M.D., deceased and John Doe Defendants  
(Common Law Fraud)**

382. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

383. As described herein, the John Doe Defendants, Dr. Ahmad and DLC, schemed to defraud and defrauded Allstate by intentionally and knowingly making material misrepresentations of fact and concealing material facts from Allstate in the submissions of hundreds of fraudulent claims on behalf of DLC, in which they seek payment for the Fraudulent Services.

384. These fraudulent and material misrepresentations of fact and acts of concealment include, but are not limited to: (i) that DLC is lawfully operated, managed, and controlled by Dr. Ahmad, thereby making it eligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12), when in reality DLC was secretly and unlawfully operated, managed

and controlled by the John Doe Defendants, rendering it ineligible for No-Fault reimbursement; (ii) that Dr. Ahmad performed the Fraudulent Services, when in fact he virtually never practiced through DLC; (iii) that the services billed for by DLC, were medically necessary and warranted by the condition of the Allstate insured, when in fact the Fraudulent Services were excessive, not medically necessary, and were rendered pursuant to predetermined treatment protocols designed to unjustly enrich DLC, Dr. Ahmad and John Doe Defendants; (iv) that the Fraudulent Services were coded and charged in accordance with the Fee Schedule, when in fact the charges were unbundled, inflated, overcharged, and did not accurately reflect the underlying services rendered to the Allstate insureds; (v) that DLC obtained its patients in a legitimate manner, when in fact, patients were steered to it as part of an illegal financial arrangement; (vi) that the services were performed by Dr. Ahmad, when in fact they were performed by non-physician independent contractors, to the extent performed at all; (vii) that the Fraudulent Services were actually provided, when in fact they were not; and (viii) that DLC was otherwise in compliance with pertinent laws and regulations and therefore eligible to collect No-Fault benefits, when in fact it was not.

385. The John Doe Defendants, Dr. Ahmad and DLC intentionally and knowingly made the above-referenced material misrepresentations and concealed material facts in a contrived, calculated effort to give the services a false appearance of validity when they knew the services were not reimbursable under the No-Fault laws. John Doe Defendants, Dr. Ahmad and DLC's conduct induced Allstate to pay charges submitted by, or on behalf of DLC, that it was never entitled to receive.

386. Allstate did in fact reasonably and justifiably rely, to its detriment, upon the facially valid claims submissions by DLC. As a proximate result of the false and fraudulent claim

submissions submitted by DLC, Allstate has been injured in its business and property, in that it has paid at least \$19,466.12.

387. Allstate would not have issued payment, or have been obligated to issue payment, to DLC for the Fraudulent Services but for the concealment and intentional and material misrepresentations made by the John Doe Defendants, Dr. Ahmad, and DLC.

388. The John Doe Defendants, Dr. Ahmad and DLC's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles Allstate to recover punitive damages.

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

**AS AND FOR A FOURTEENTH CAUSE OF ACTION**

**Against DLC, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad,  
M.D., deceased and John Doe Defendants  
(Unjust Enrichment)**

390. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

391. As set forth above, the John Doe Defendants, Dr. Ahmad and DLC have engaged in unjust, improper, and/or unlawful acts, all to the detriment and harm of Allstate.

392. When Allstate reimbursed DLC, by paying the bills and charges submitted by or on behalf of DLC, it reasonably believed that it was legally obligated to make such payments based on the unjust, improper and/or unlawful acts of the John Doe Defendants, Dr. Ahmad and DLC.

393. DLC, Dr. Ahmad and John Doe Defendants' retention of Allstate's payments violates the fundamental principles of justice, equity and good conscience.

394. By reason of the acts described above, DLC, Dr. Ahmad and the John Doe Defendants have been unjustly enriched in the amount to be determined at trial, but at a minimum, the sum of \$19,466.12.

**AS AND FOR A FIFTEENTH CAUSE OF ACTION**

**Wellness Integrative Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

395. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

396. Wellness Integrative is an ongoing “enterprise”, as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

397. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with Wellness Integrative within the meaning of 18 U.S.C § 1961(3).

398. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of Wellness Integrative’s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Wellness Integrative knowing that it was not reimbursable under the No- fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Wellness Integrative was lawfully operated, managed, and controlled by a licensed physician, when in fact it was being operated, managed, and controlled by the unlicensed John

Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.

- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Wellness Integrative, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by Wellness Integrative.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

399. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in Exhibit 1 were submitted to Allstate through the U.S. Mail.

400. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

401. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as Wellness Integrative continues to attempt collection on the fraudulent billing submitted through them until the present day. Wellness Integrative was unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities; and never has been eligible to bill for No-Fault benefits. Wellness Integrative exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to

function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

402. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$115,960.35 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through Wellness Integrative.

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

**AS AND FOR A SIXTEENTH CAUSE OF ACTION**

**Wellness Integrative Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

404. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

405. Wellness Integrative is an ongoing "enterprise", as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

406. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with Wellness Integrative within the meaning of 18 U.S.C § 1961(3).

407. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of Wellness Integrative' s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting,

or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of Wellness Integrative knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that Wellness Integrative was lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by Wellness Integrative to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by Wellness Integrative.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

408. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

409. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

410. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$115,960.35 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through Wellness Integrative.

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

**AS AND FOR A SEVENTEENTH CAUSE OF ACTION**

**Against Wellness Integrative, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Common Law Fraud)**

412. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

413. As described herein, the John Doe Defendants, Dr. Ahmad and Wellness Integrative, schemed to defraud and defrauded Allstate by intentionally and knowingly making material misrepresentations of fact and concealing material facts from Allstate in the submissions of hundreds of fraudulent claims on behalf of Wellness Integrative, in which they seek payment for the Fraudulent Services.

414. These fraudulent and material misrepresentations of fact and acts of concealment include, but are not limited to: (i) that Wellness Integrative is lawfully operated, managed, and controlled by Dr. Ahmad, thereby making it eligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12), when in reality Wellness Integrative was secretly and unlawfully operated, managed and controlled by the John Doe Defendants, rendering it ineligible for No-Fault reimbursement; (ii) that Dr. Ahmad performed the Fraudulent Services, when in fact he virtually never practiced through Wellness Integrative; (iii) that the services billed for by Wellness Integrative, were medically necessary and warranted by the condition of the Allstate insured, when in fact the Fraudulent Services were excessive, not medically necessary, and were rendered pursuant to predetermined treatment protocols designed to unjustly enrich

Wellness Integrative, Dr. Ahmad and the John Doe Defendants; (iv) that the Fraudulent Services were coded and charged in accordance with the Fee Schedule, when in fact the charges were unbundled, inflated, overcharged, and did not accurately reflect the underlying services rendered to the Allstate insureds; (v) that Wellness Integrative obtained its patients in a legitimate manner, when in fact, patients were steered to it as part of an illegal financial arrangement; (vi) that the services were performed by Dr. Ahmad, when in fact they were performed by non-physician independent contractors, to the extent performed at all; (vii) that the Fraudulent Services were actually provided, when in fact they were not; and (viii) that Wellness Integrative was otherwise in compliance with pertinent laws and regulations and therefore eligible to collect No-Fault benefits, when in fact it was not.

415. The John Doe Defendants, Dr. Ahmad and Wellness Integrative intentionally and knowingly made the above-referenced material misrepresentations and concealed material facts in a contrived, calculated effort to give the services a false appearance of validity when they knew the services were not reimbursable under the No-Fault laws. John Doe Defendants, Dr. Ahmad and Wellness Integrative's conduct induced Allstate to pay charges submitted by, or on behalf of Wellness Integrative, that it was never entitled to receive.

416. Allstate did in fact reasonably and justifiably rely, to its detriment, upon the facially valid claims submissions by Wellness Integrative. As a proximate result of the false and fraudulent claim submissions submitted by Wellness Integrative, Allstate has been injured in its business and property, in that it has paid at least \$115,960.35.

417. Allstate would not have issued payment, or have been obligated to issue payment, to Wellness Integrative for the Fraudulent Services but for the concealment and intentional and

material misrepresentations made by the John Doe Defendants, Dr. Ahmad, and Wellness Integrative.

418. The John Doe Defendants, Dr. Ahmad and Wellness Integrative's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles Allstate to recover punitive damages.

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

**AS AND FOR AN EIGHTEENTH CAUSE OF ACTION**

**Against Wellness Integrative, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Unjust Enrichment)**

420. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

421. As set forth above, the John Doe Defendants, Dr. Ahmad and Wellness Integrative have engaged in unjust, improper, and/or unlawful acts, all to the detriment and harm of Allstate.

422. When Allstate reimbursed Wellness Integrative, by paying the bills and charges submitted by or on behalf of Wellness Integrative, it reasonably believed that it was legally obligated to make such payments based on the unjust, improper and/or unlawful acts of the John Doe Defendants, Dr. Ahmad and Wellness Integrative.

423. Wellness Integrative, Dr. Ahmad and the John Doe Defendants' retention of Allstate's payments violates the fundamental principles of justice, equity and good conscience.

424. By reason of the acts described above, Wellness Integrative, Dr. Ahmad and the John Doe Defendants have been unjustly enriched in the amount to be determined at trial, but at a minimum, the sum of \$115,960.35.

**AS AND FOR A NINETEENTH CAUSE OF ACTION**

**AR Practice Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

425. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

426. AR Practice is an ongoing “enterprise”, as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

427. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with AR Practice within the meaning of 18 U.S.C § 1961(3).

428. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of the AR Practice’s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of AR Practice knowing that it was not reimbursable under the No- fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that AR Practice was lawfully operated, managed, and controlled by a licensed physician, when in fact it was being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.

- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by AR Practice, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by AR Practice.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

429. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in Exhibit 1 were submitted to Allstate through the U.S. Mail.

430. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

431. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as AR Practice continues to attempt collection on the fraudulent billing submitted through them until the present day. AR Practice was unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities, and never has been eligible to bill for No-Fault benefits. AR Practice exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

432. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$44,626.67 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through AR Practice.

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

**AS AND FOR A TWENTIETH CAUSE OF ACTION**

**AR Practice Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

434. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

435. AR Practice is an ongoing "enterprise", as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

436. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with AR Practice within the meaning of 18 U.S.C § 1961(3).

437. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of AR Practice's affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments

for services on behalf of AR Practice knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that AR Practice was lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by AR Practice to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by the AR Practice.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

438. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

439. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

440. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$44,626.67 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through the AR Practice.

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

**AS AND FOR A TWENTY-FIRST CAUSE OF ACTION**

**Against AR Practice, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Common Law Fraud)**

442. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

443. As described herein, the John Doe Defendants, Dr. Ahmad and AR Practice schemed to defraud and defrauded Allstate by intentionally and knowingly making material misrepresentations of fact and concealing material facts from Allstate in the submissions of hundreds of fraudulent claims on behalf of AR Practice, in which they seek payment for the Fraudulent Services.

444. These fraudulent and material misrepresentations of fact and acts of concealment, starting no later than 2020, include, but are not limited to: (i) that AR Practice is lawfully operated, managed, and controlled by Dr. Ahmad, thereby making it eligible for payment pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12), when in reality AR Practice was secretly and unlawfully operated, managed and controlled by the John Doe Defendants, rendering it ineligible for No-Fault reimbursement; (ii) that Dr. Ahmad performed the Fraudulent Services, when in fact he virtually never practiced through AR Practice; (iii) that the services billed for by AR Practice, were medically necessary and warranted by the condition of the Allstate insured, when in fact the Fraudulent Services were excessive, not medically necessary, and were rendered pursuant to predetermined treatment protocols designed to unjustly enrich AR Practice, Dr.

Ahmad, and the John Doe Defendants; (iv) that the Fraudulent Services were coded and charged in accordance with the Fee Schedule, when in fact the charges were unbundled, inflated, overcharged, and did not accurately reflect the underlying services rendered to the Allstate insureds; (v) that AR Practice obtained its patients in a legitimate manner, when in fact, patients were steered to it as part of an illegal financial arrangement; (vi) that the services were performed by Dr. Ahmad, when in fact they were performed by non-physician independent contractors, to the extent performed at all; (vii) that the Fraudulent Services were actually provided, when in fact they were not; and (viii) that AR Practice was otherwise in compliance with pertinent laws and regulations and therefore eligible to collect No-Fault benefits, when in fact it was not.

445. The John Doe Defendants, Dr. Ahmad and AR Practice intentionally and knowingly made the above-referenced material misrepresentations and concealed material facts in a contrived, calculated effort to give the services a false appearance of validity when they knew the services were not reimbursable under the No-Fault laws. John Doe Defendants, Dr. Ahmad and AR Practice's conduct induced Allstate to pay charges submitted by, or on behalf of AR Practice that it was never entitled to receive.

446. Allstate did in fact reasonably and justifiably rely, to its detriment, upon the facially valid claims submissions by AR Practice. As a proximate result of the false and fraudulent claim submissions submitted by AR Practice, Allstate has been injured in its business and property, in that it has paid at least \$44,626.67.

447. Allstate would not have issued payment, or have been obligated to issue payment, to AR Practice for the Fraudulent Services but for the concealment and intentional and material misrepresentations made by the John Doe Defendants, Dr. Ahmad, and AR Practice.

448. The John Doe Defendants, Dr. Ahmad and AR Practice's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles Allstate to recover punitive damages.

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

**AS AND FOR A TWENTY-SECOND CAUSE OF ACTION**

**Against AR Practice, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Unjust Enrichment)**

450. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

451. As set forth above, the John Doe Defendants, Dr. Ahmad and AR Practice have engaged in unjust, improper, and/or unlawful acts, all to the detriment and harm of Allstate.

452. When Allstate reimbursed AR Practice, by paying the bills and charges submitted by or on behalf of AR Practice, it reasonably believed that it was legally obligated to make such payments based on the unjust, improper and/or unlawful acts of the John Doe Defendants, Dr. Ahmad and AR Practice.

453. AR Practice, Dr. Ahmad and the John Doe Defendants' retention of Allstate's payments violates the fundamental principles of justice, equity and good conscience.

454. By reason of the acts described above, AR Practice, Dr. Ahmad and the John Doe Defendants' have been unjustly enriched in the amount to be determined at trial, but at a minimum, the sum of \$44,626.67.

**AS AND FOR A TWENTY-THIRD CAUSE OF ACTION**

**RA Practice Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(c))**

455. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

456. RA Practice is an ongoing “enterprise”, as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

457. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were “persons” employed by and/or associated with RA Practice within the meaning of 18 U.S.C § 1961(3).

458. Dr. Ahmad and the John Doe Defendants knowingly conducted and/or participated, directly or indirectly, in the conduct of RA Practice’s affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of RA Practice knowing that it was not reimbursable under the No- Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that RA Practice was lawfully operated, managed, and controlled by a licensed physician, when in fact it was being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health insurance fraud scheme against Allstate, and other New York automobile insurers.
- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by RA Practice, to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.

- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by RA Practice.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

459. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1. All of the fraudulent charges identified in *Exhibit 1* were submitted to Allstate through the U.S. Mail.

460. The Defendants knew that two or more mailings would be sent to demand and receive payment from Allstate on certain dates, including, but not limited to those mailings identified in the chart annexed hereto as Exhibit 2.

461. The pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future as RA Practice continues to attempt collection on the fraudulent billing submitted through them until the present day. RA Practice was unlawfully controlled, never performed any legitimate medical treatments, never conducted any legitimate business activities, and never has been eligible to bill for No-Fault benefits. RA Practice exists for purposes of racketeering activity inasmuch as acts of mail fraud are essential for it to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity.

462. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$70,697.26 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through RA Practice.

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

**AS AND FOR A TWENTY-FOURTH CAUSE OF ACTION**

**RA Practice Enterprise  
Against John Doe Defendants and Humaira Ahmad, as Personal Representative of the  
Estate of Riaz Ahmad, M.D., deceased  
(Violation of RICO, 18 U.S.C. § 1962(d))**

464. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

465. RA Practice is an ongoing "enterprise", as defined by 18 U.S.C. § 1961(4), which engages in activities that affect interstate commerce.

466. At all times relevant to this Complaint, Dr. Ahmad and the John Doe Defendants were "persons" employed by and/or associated with RA Practice within the meaning of 18 U.S.C § 1961(3).

467. Dr. Ahmad and the John Doe Defendants knowingly have agreed, combined, and conspired to conduct and/or participate, directly or indirectly, in the conduct of RA Practice's affairs through a pattern of racketeering activity as defined in 18 U.S.C. § 1962(c) consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, by submitting, or causing to be submitted, through the U.S. Mail, hundreds of fraudulent claims to Allstate seeking payments for services on behalf of RA Practice knowing that they were not reimbursable under the No-Fault law. The scheme included:

- (i) Submitting false and fraudulent claims attesting that RA Practice was lawfully operated, managed, and controlled by a licensed physician, when in fact they were being operated, managed, and controlled by the unlicensed John Doe Defendants for purposes of effectuating a large-scale health

insurance fraud scheme against Allstate, and other New York automobile insurers.

- (ii) Submitting false and fraudulent claims that concealed from Allstate that the medical services provided by RA Practice to the extent provided at all, were excessive, not medically necessary, and rendered according to a pre-determined treatment protocol that is not based on medical decision-making.
- (iii) Submitting false and fraudulent claims that misrepresented the nature and extent of the healthcare services that were actually provided to Allstate's insureds by RA Practice.
- (iv) Submitting false and fraudulent claims that concealed from Allstate that the Allstate's insureds were procured through unlawful referral arrangements.
- (v) Submitting false and fraudulent claims that misrepresented that Dr. Ahmad performed the services when in fact the services were administered by independent contractors or had not been administered at all.

468. A representative sample of the fraudulent charges submitted to Allstate that comprise, in part, the pattern of racketeering activities identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit 1.

469. Dr. Ahmad and the John Doe Defendants knew of, agreed to and acted in furtherance of the common overall objective (i.e., to defraud Allstate and other insurers of money) by submitting or facilitating the submission of fraudulent charges to Allstate.

470. Allstate has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$70,697.26 pursuant to the fraudulent bills submitted by Dr. Ahmad and the John Doe Defendants through RA Practice.

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

**AS AND FOR A TWENTY-FIFTH CAUSE OF ACTION**

**Against RA Practice, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Common Law Fraud)**

472. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

473. As described herein, the John Doe Defendants, Dr. Ahmad, and RA Practice schemed to defraud and defrauded Allstate by intentionally and knowingly making material misrepresentations of fact and concealing material facts from Allstate in the submissions of hundreds of fraudulent claims on behalf of RA Practice, in which they seek payment for the Fraudulent Services.

474. These fraudulent and material misrepresentations of fact and acts of concealment, starting no later than 2020, include, but are not limited to: (i) that RA Practice is lawfully operated, managed, and controlled by Dr. Ahmad, thereby making it eligible for payment pursuant to Ins. Law 5202(a)(1) and 11 N.Y.C.R.R. § 65-3.16(a)(12), when in reality RA Practice was secretly and unlawfully operated, managed and controlled by the John Doe Defendants, rendering it ineligible for No-Fault reimbursement; (ii) that Dr. Ahmad performed the Fraudulent Services, when in fact he virtually never practiced through RA Practice; (iii) that the services billed for by RA Practice, were medically necessary and warranted by the condition of the Allstate insured, when in fact the Fraudulent Services were excessive, not medically necessary, and were rendered pursuant to predetermined treatment protocols designed to unjustly enrich RA Practice, Dr. Ahmad, and the John Doe Defendants; (iv) that the Fraudulent Services were coded and charged in accordance with the Fee Schedule, when in fact the charges were unbundled, inflated, overcharged, and did not accurately reflect the underlying services rendered to the Allstate insureds; (v) that RA Practice

obtained its patients in a legitimate manner, when in fact, patients were steered to it as part of an illegal financial arrangement; (vi) that the services were performed by Dr. Ahmad, when in fact they were performed by non-physician independent contractors, to the extent performed at all; (vii) that the Fraudulent Services were actually provided, when in fact they were not; and (viii) that RA Practice was otherwise in compliance with pertinent laws and regulations and therefore eligible to collect No-Fault benefits, when in fact it was not.

475. The John Doe Defendants, Dr. Ahmad and RA Practice intentionally and knowingly made the above-referenced material misrepresentations and concealed material facts in a contrived, calculated effort to give the services a false appearance of validity when they knew the services were not reimbursable under the No-Fault laws. John Doe Defendants, Dr. Ahmad and RA Practice's conduct induced Allstate to pay charges submitted by, or on behalf of RA Practice that it was never entitled to receive.

476. Allstate did in fact reasonably and justifiably rely, to its detriment, upon the facially valid claims submissions by RA Practice. As a proximate result of the false and fraudulent claim submissions submitted by RA Practice, Allstate has been injured in its business and property, in that it has paid at least \$70,697.26.

477. Allstate would not have issued payment, or have been obligated to issue payment, to RA Practice for the Fraudulent Services but for the concealment and intentional and material misrepresentations made by the John Doe Defendants, Dr. Ahmad, and RA Practice.

478. The John Doe Defendants, Dr. Ahmad and RA Practice's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles Allstate to recover punitive damages.

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

**AS AND FOR A TWENTY-SIXTH CAUSE OF ACTION**

**Against RA Practice, Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and John Doe Defendants  
(Unjust Enrichment)**

480. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

481. As set forth above, the John Doe Defendants, Dr. Ahmad and RA Practice have engaged in unjust, improper, and/or unlawful acts, all to the detriment and harm of Allstate.

482. When Allstate reimbursed RA Practice, by paying the bills and charges submitted by or on behalf of RA Practice, it reasonably believed that it was legally obligated to make such payments based on the unjust, improper and/or unlawful acts of the John Doe Defendants, Dr. Ahmad and RA Practice.

483. RA Practice, Dr. Ahmad and John Doe Defendants' retention of Allstate's payments violates the fundamental principles of justice, equity and good conscience.

484. By reason of the acts described above, RA Practice, Dr. Ahmad and the John Doe Defendants' have been unjustly enriched in the amount to be determined at trial, but at a minimum, the sum of \$70,697.26.

**AS AND FOR A TWENTY-SEVENTH CAUSE OF ACTION**

**Against Community Medical, Comfort Care, DLC, Wellness Integrative, and Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased  
(Declaratory Judgment- 28 U.S.C. §§ 2201 and 2202)**

485. Allstate re-alleges, re-pleads and incorporates by reference, each and every allegation in the paragraphs above, as if set forth fully herein.

486. To be eligible to receive assigned No-Fault benefits, an assignee provider must adhere to all applicable New York laws that grant them the authority to provide health care services in New York. Healthcare professionals are not eligible to bill or to collect No-Fault benefits, if they fail to meet any New York State or local licensing requirements necessary to provide the underlying services.

487. Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice were ineligible for No-Fault benefits and have no right to receive payment from Allstate on the unpaid billing because:

- (i) Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice were unlawfully operated, managed, and controlled by unlicensed laypersons, in violation of material licensing laws rendering them ineligible for No-Fault benefits pursuant to Insurance Law § 5102(a)(1) and 11 N.Y.C.R.R § 65.3.16(a)(12).
- (ii) The medical services provided by Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice to Allstate insureds, to the extent provided at all, were excessive, medically unnecessary, and rendered according to pre-determined treatment protocols that were not based on medical decision-making but designed solely to financially enrich the Defendants.
- (iii) The claim forms submitted to Allstate by (or on behalf of) Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, fraudulently and materially misrepresented the nature and extent of the healthcare services that were provided to Allstate insureds to wrongfully inflate charges.

- (iv) Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice procured Allstate insureds through unlawful referral arrangements.
- (v) Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice's claim forms fraudulently misrepresented that Dr. Ahmad provided the services when in fact, to the extent provided at all, the services were provided by non-physician independent contractors who were not employed by the Defendants.

488. There is an actual and justifiable case and controversy between Allstate and Defendants Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, in the total amount of \$1,319,013.71, of unpaid billing for the Fraudulent Services that were submitted to Allstate by the Defendants.

489. Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice continue to challenge Allstate's prior denials of its claims.

490. Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice continue to commence litigation in New York Civil Courts, as well as continue to file arbitrations with the American Arbitration Association, against Allstate, seeking payment for No-Fault benefits allegedly due and owing.

491. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice have no right to receive payment for any pending bills and charges submitted to Allstate.

**DEMAND FOR RELIEF**

492. Pursuant to Federal Rule of Civil Procedure 38(b), Allstate demands a trial by jury.

**WHEREFORE**, Plaintiffs, Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company and Allstate Fire and Casualty Insurance

Company (collectively, “Allstate”), respectfully ask that a Judgement be entered in their favor and against the Defendants, as follows:

A. On the First Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$416,146.70, together with treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

B. On the Second Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$416,146.70, together with treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

C. On the Third Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$85,259.85, together with treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. § 1964(c) plus interest; and

(ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and

(iii) GRANT all other relief this Court deems just.

D. On the Fourth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

(i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$85,259.85, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and

(ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and

(iii) GRANT all other relief this Court deems just.

E. On the Fifth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant Community Medical and the John Doe Defendants:

(i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$85,259.85, together with punitive damages, costs and interest; and

(ii) GRANT all other relief this Court deems just.

F. On the Sixth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant Community Medical and the John Doe Defendants:

(i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$85,259.85, together with costs and interest; and

(ii) GRANT all other relief this Court deems just.

G. On the Seventh Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, and the

John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$80,136.45, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

H. On the Eighth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, and the John Doe

Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$80,136.45, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

I. On the Ninth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant

Comfort Care and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$80,136.45, together with punitive damages, costs and interest; and
- (ii) GRANT all other relief this Court deems just.

J. On the Tenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant Comfort Care and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$80,136.45, together with costs and interest; and
- (ii) GRANT all other relief this Court deems just.

K. On the Eleventh Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$19,466.12, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

L. On the Twelfth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$19,466.12, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

M. On the Thirteenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant DLC and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$19,466.12, together with punitive damages, costs and interest; and
- (ii) GRANT all other relief this Court deems just.

N. On the Fourteenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant DLC and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$19,466.12, together with costs and interest; and
- (ii) GRANT all other relief this Court deems just.

O. On the Fifteenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$115,960.35, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

P. On the Sixteenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$115,960.35, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

Q. On the Seventeenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant Wellness Integrative and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$115,960.35, together with punitive damages, costs and interest; and
- (ii) GRANT all other relief this Court deems just.

R. On the Eighteenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant Wellness Integrative and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$115,960.35, together with costs and interest; and
- (ii) GRANT all other relief this Court deems just.

S. On the Nineteenth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$44,626.67, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and

(ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and

(iii) GRANT all other relief this Court deems just.

T. On the Twentieth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, and the John Doe Defendants:

(i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$44,626.67, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and

(ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and

(iii) GRANT all other relief this Court deems just.

U. On the Twenty-First Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant AR Practice and the John Doe Defendants:

(i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$44,626.67, together with punitive damages, costs and interest; and

(ii) GRANT all other relief this Court deems just.

V. On the Twenty-Second Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant AR Practice and the John Doe Defendants:

(i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$44,626.67, together with costs and interest; and

(ii) GRANT all other relief this Court deems just.

W. On the Twenty-Third Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, and the

John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$70,697.26, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

X. On the Twenty-Fourth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, and the

John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$70,697.26, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest; and
- (ii) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (iii) GRANT all other relief this Court deems just.

Y. On the Twenty-Fifth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased,

Defendant RA Practice and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$70,697.26, together with punitive damages, costs and interest; and
- (ii) GRANT all other relief this Court deems just.

Z. On the Twenty-Sixth Cause of Action against Defendant Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased, Defendant RA Practice and the John Doe Defendants:

- (i) AWARD compensatory damages in favor of Allstate in an amount to be determined at trial but in excess of \$70,697.26, together with costs and interest; and
- (ii) GRANT all other relief this Court deems just.

AA. On the Twenty-Seventh Cause of Action against Community Medical, Comfort Care, DLC, Wellness Integrative, and Humaira Ahmad, as Personal Representative of the Estate of Riaz Ahmad, M.D., deceased:

- (i) DECLARE, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice, at all relevant times, has been unlawfully organized, controlled, and/or operated by at least one non-physician, and otherwise operated in violation of at least one New York state and/or local licensing requirement necessary to provide professional physician services in New York; and
- (ii) DELCARE that Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice s activities are unlawful; and
- (iii) DECLARE that Allstate has no obligation to pay any pending, previously denied and/or future No-Fault insurance claims submitted by Community Medical, Comfort Care, DLC, Wellness Integrative, AR Practice, and RA Practice; and
- (iv) GRANT all other relief this Court deems just.

[SIGNATURE PAGE FOLLOWS]

Dated: Uniondale, New York  
February 12, 2025

Law Offices of Camille Nanni

By: /s/ Robert Quinn

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Allstate Fire & Casualty Insurance Company,  
and Allstate Indemnity Company*

## **INDEX OF EXHIBITS**

**EXHIBIT 1: REPRESENTATIVE SAMPLE OF FRAUDULENT CHARGES  
SUBMITTED TO ALLSTATE**

**EXHIBIT 2 REPRESENTATIVE EXAMPLES OF MAIL FRAUD**

**EXHIBIT 3: DOI OPINION LETTERS**

**EXHIBIT 4: NEW YORK NO-FAULT ARBITRATION AWARDS.**