

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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

Plaintiffs,

-against-

DANIEL BOGATIN, GARY BOGATIN, DAVID CARMILI,
MD, JOSEPH F. DORSTEN, DO, ANDRE JOCELYN
DUHAMEL, MD, DOVI FAIVISH, JACK GREENWOOD,
MD, ADDE KHANATAYEV, SANGEET KHANNA, MD,
ARTUR KOFMAN, KONSTANTINOS KOUTELOS, MD,
ERROL C. MALLETT, MD, MANISH MAMMEN, MD,
HANAN MILLER, MD, DOMINIC EMEKA ONYEMA, MD,
CRYSTAL VANESSA ANTOINE PEPELJUGOSKI, MD,
SERGEY ZHIVOTENKO, MD, 334 GRAND CONCOURSE
MEDICAL, P.C., BLK DIAGNOSTICS LLC, CENTRAL
PARK EAST MEDICAL, P.C., CHAI DIAGNOSTICS LLC,
CRYSTAL ANTOINE PEPELJUGOSKI MEDICAL P.C.
D/B/A SANITAS MEDICAL PC, DIAGNOSTIC
NEUROLOGY, P.C., DIRECT MEDICAL CARE P.C.,
EMOTE MEDICAL SERVICES, P.C., GREEN POWER NEW
YORK, LLC, HEALTHCARE MEDICAL SERVICES PLLC,
HILLSIDE PRIMARY MEDICAL CARE P.C.,
INTERVENTIONAL PHYSICAL MEDICINE AND REHAB
OF NEW YORK PLLC, LIFELINE MEDICAL IMAGING
P.C., MAIMONIDES DIAGNOSTICS LLC, PITCH
MEDICAL P.C., REFUAH DIAGNOSTICS LLC, REGAL
DIAGNOSTICS LLC, SENECA MEDICAL P.C., SINAI
DIAGNOSTICS LLC, WILSON PRIMARY MEDICAL
CARE P.C., WIZARD COMPUTER SERVICES, INC., JOHN
DOES 1-15, AND ABC CORPS. 1-15,

Defendants.

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Index No.

24-CV-6235

COMPLAINT

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The Plaintiffs Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company and Allstate Fire & Casualty Insurance Company (“Plaintiffs” or, collectively, “Allstate”), by and through their attorneys, Short & Billy P.C., for their Complaint in this action, hereby allege as follows:

BACKGROUND AND INTRODUCTION

1. The State of New York has provided for No-Fault automobile insurance as a form of coverage designed to be useful to the consumer and to provide medical coverage, lost wages, and other benefits to people injured in automobile accidents so that they can recover from their injuries with minimal disruption in their lives. For approximately twenty years, commencing with its inception in 1974, the No-Fault system functioned to the benefit of the consumer at premiums that were generally affordable.

2. Since the mid-1990s, however, New York’s No-Fault coverage has been targeted by perpetrators of fraud. An increasingly large number of such persons have gone into business with the purpose of abusively billing the New York No-Fault system. The New York Court of Appeals has commented that the No-Fault system has been targeted by and is plagued by fraud. As the Court of Appeals explained in *Matter of Medical Society of New York v. Serio*, that fraud has included staged accidents, billing for unnecessary services, and organized crime involvement. 100 N.Y.2d 854 (2003).

3. As the New York State Department of Financial Services (formerly the New York State Insurance Department) (“DFS”) explained in its March 15, 2016 Health Care Insurance Fraud Report to the Governor, health care fraud has serious adverse impacts on patients/consumers, insurers, and the public. This fraud includes medical providers that bill for services that were not provided or that were unnecessary, and it constituted the majority of all

health care fraud in New York. The 2016 Report noted that insurers are required to investigate fraud and to have a plan for the investigation and initiation of civil actions. Even in 2016, DFS reported that No-Fault insurance fraud cost the public in New York “hundreds of millions of dollars” in insurance costs.

4. The problem has persisted in New York and across the country, as set forth in the March 15, 2023 DFS Report titled “Investigating and Combating Health Insurance Fraud,” which called it a “costly and pervasive drain on the national healthcare system.” The 2023 Report cites an estimate of the National Health Care Anti-Fraud Association that “losses due to healthcare fraud are in the tens of billions of dollars each year,” and No-Fault fraud has accounted for the vast majority of those losses in New York. Indeed, DFS found that reports of suspected No-Fault fraud “accounted for 93% of all healthcare fraud reports received in 2022 and at least 90% of all healthcare fraud reports received since 2018.” In fact, No-Fault fraud reports “accounted for 73% of all fraud reports,” including suspected non-healthcare fraud, received by DFS during 2022. The 2023 Report also reiterated the requirement that insurers engage in fraud detection activities and that they plan for the investigation and initiation of civil actions.

5. Pursuant to its obligations under Article 4 of the New York Insurance Law, Allstate has filed this action to remedy a pattern of serious fraud that has a significant impact on the public, consumers, and itself.

6. The abusive practices set forth herein not only drive up the cost of insurance; they also place in peril the quality of health care available to the public. The Defendants consist of a group of doctors, laypersons, and medical provider and lay entities that have worked in concert to submit inflated and fraudulent claims to Allstate. In many cases, they have billed for fictitious services that were never rendered as billed, and/or for services that have been rendered

incompetently and/or without regard to the welfare of the patients. All of the Defendants have billed abusively and/or assisted in the abusive billing. Many of the claims were for services that were not only unnecessary, but which also placed the patients at unnecessary risk.

7. The No-Fault system is designed to provide compensation for health care expenses and to process claims quickly. As a consequence, the submission of bills for facially valid services will often result in a payment from a No-Fault insurer. The Defendants have taken advantage of this feature of the No-Fault system in order to submit and receive payment for fraudulent billing. In this regard, the Defendants' practices have been relentless.

8. In a field that is permeated with fraud, the scheme perpetrated in this case is one of the most egregious. Laypersons provided most if not all of the services, to the extent any were actually provided, and the medical providers billed for services to patients that in most cases they never even met.

9. To the extent these laypersons were providing diagnoses and health care which were billed as medical services, they were illegally practicing medicine and/or audiology. The health provider Defendants and lay person managers enabled the unauthorized practice. The unauthorized practice of a profession is a felony, and aiding and abetting three or more persons in their unlawful practice is a felony pursuant to Education Law §6512.

10. The flow of patients for the scheme was enabled by the payments made to the referring providers, which occupied the many clinical locations where the scheme's fraudulent services were purportedly rendered. Some of these referrals came from facilities that have previously been involved in a major fraud prosecution of the United States Government. *See USA v Rose, et al.*, No. 19-CR-0789 (PGG) (S.D.N.Y. Nov. 6, 2019).

11. Not only were unnecessary services provided and fraudulent billing submitted, but the services provided by the laypersons masquerading as health care providers could have also harmed the patients. In numerous bills the symptoms of the patients included brain injuries. Repeatedly, transient cerebral ischemic attacks were diagnosed. If the patients had actually presented with such conditions, they would have needed treatment, rather than being used as pawns in this fraudulent billing scheme in which such injuries were ignored and not treated. Numerous Defendants diagnosed these very serious injuries and then proceeded to do absolutely nothing for the patients. No treatment was given for the serious conditions. No referrals to specialists were made.

12. The Defendants have engaged in patterns of receiving referrals for, and/or billing for, unnecessary services. In claim after claim, unnecessary services have been repeatedly billed to the Plaintiffs by the Defendants. They have engaged in an illegal referral network in which the patients were referred not by need, but in order to enrich the Defendants.

13. The referral network is an elaborate system of interrelated persons and entities. The nature and degree of these relationships, some or all of which are undisclosed to patients, are illegal under New York law.

14. The Defendants have repeatedly submitted billing for services allegedly rendered by physicians, including the health provider Defendants and their owners, who did not actually provide the services billed and in many cases did not even meet with patients.

15. The health provider Defendants, consisting of physicians and professional corporations nominally owned by physicians, did not provide the services that were billed in their names. The claims' representations that the services were provided by physicians are fraudulent, and the billing in the doctors' names is for fictitious services that were not rendered as billed.

16. In actuality the services either were not provided at all or they were all or substantially all provided by laypersons who were not licensed as health providers and had no business purporting to treat patients who had allegedly been injured and in need of healthcare services and/or were not provided as represented by the Defendant health providers. For the most part no health provider even talked to the patients on behalf of the Defendants. Diagnosed in numerous cases with serious injuries, the patients were pawns in a fraudulent scheme and left on their own if any of the serious diagnoses had actually been real.

17. All of the Defendants in this case either billed and/or facilitated billing for doppler testing of the arteries in the brain, testing of the vestibular system through examinations of the eye and ear, and autonomic nervous system testing. Transcranial Doppler (TCD) testing uses ultrasound to assess blood flow in the brain's blood vessels. It provides crucial information about conditions like stroke risk and neurological disorders by measuring the speed and direction of blood flow. Vestibular system testing, including videonystagmography and audiology (collectively, "VNG"), assesses the inner ear's function related to balance and eye movement. It helps diagnose issues such as dizziness and balance disorders by tracking involuntary eye movements, providing valuable insights into the health of the vestibular system. Sympathetic Skin Response (SSR) testing measures the electrical conductance of the skin in response to sympathetic nervous system activity. It is commonly used to assess autonomic nervous system function and can provide insights into conditions such as neuropathy and certain neurological disorders by evaluating the sweat gland's responsiveness in the skin.

18. The complicit referring providers knew or should have known that the laypersons masquerading as doctors could provide no services of value to their patients, and that there was no

possible benefit to the patients in the administration of the testing as billed or as provided, if anything was provided at all.

19. Essentially the same paperwork and the same claims of injury were submitted for patient after patient after patient. It made no difference what symptoms and needs each patient actually had. The Defendants billed for the same testing with the same reports and often the same exact specific findings for different patients.

20. In order to avoid detection of this fraud, the billing was spread out over numerous Defendants.

21. The billing submitted to Allstate on behalf of the Defendants for TCD, SSR and VNG has been fraudulent and unconscionable. The Defendants' fraud in the provision of these services had the potential to adversely impact their patients' health and well-being.

22. The billing for TCD, SSR and VNG was completely fraudulent. Most of the testing was not actually administered. If any testing was administered at all, it was administered by laypersons who were not permitted to practice medicine and/or audiology. Phony diagnoses were submitted. Sham reports were generated. If any patient had actually presented with a condition that warranted such testing, and if these sham and fraudulent reports had been relied upon by another provider, it could have seriously jeopardized the patient's health.

23. Included in the billing and reports submitted to Allstate were data tables and graphics ("waveforms") purportedly depicting a patient's unique TCD, SSR and VNG testing results. The nature and complexity of this testing make it extremely unlikely that any two patients would have the same test results. In patient after patient, however, these Defendants' reports contained data and waveforms which were identical to those of other patients and identical to other

supposedly distinct providers. Fabricating patient charts and results is unconscionable and not only constitutes fraud; it could impact the welfare of the patients.

24. The Defendants have been interconnected in this massive scheme. Numerous health providers and health provider entities partnered with lay persons and entities which actually provided the services to the extent anything was provided. Multiple entities had overlapping ownership. The same models with the same exact wording were used by multiple providers evincing that there was no separation between entities. Phony diagnoses of serious concern were employed not only by individual providers for their own patients, they matched word for word the fraudulent diagnoses of other providers. Waveforms supposedly obtained from individual patients not only matched the waveforms of other patients of the same providers; they matched the waveforms of what were purported to be completely different providers. Multiple providers operated out of the same addresses where they obtained patients with payoffs.

25. The Defendants' practices are against the interests of the very patients/assignors they purport to treat. Inflating billing for unnecessary and fictitious services depletes the patients' \$50,000 accident coverage limits, reducing what would be left for other expenses including lost wages. The billing for TCD, SSR and VNG testing included phony diagnoses that could have impacted patient care if relied upon. As such, the fraudulent practices of the Defendants have not only been against the interests of the consumer and the general public, but also against the interests of the very patients/assignors these Defendants claim to be treating and/or testing. The Defendants engaged in a brazen scheme that is tantamount to an assault against the medical and financial well-being of patients, premium-paying consumers, insurers including the Plaintiffs, and the public of the State of New York at large.

26. The Defendants have engaged in a massive fraudulent scheme and have been paid during the six (6) years preceding this Complaint an amount totaling at least \$1,668,862.73 by the Plaintiffs alone, on No-Fault bills submitted by the Defendants to Allstate totaling at least \$3,261,522.37.

27. This action is to recover payments made by Allstate to the Defendants for No-Fault claims that were intentionally misrepresented, medically unnecessary, submitted pursuant to an improper referral arrangement, set forth impossible findings with series diagnoses that were never addressed by the Defendants and/or never rendered as billed. The Plaintiffs also seek a declaratory judgment that they are not required to pay any No-Fault claims of the Defendants because of their improper licensing, ownership and/or billing practices, and because the billed-for services are the product of illegal self-referrals.

28. As a result of the Defendants' actions alleged herein, the Plaintiffs were defrauded in an amount totaling at least \$1,668,862.73, the exact amount to be determined at trial, in payments which the Defendants received for fraudulent and improper billing. The Plaintiffs seek to recover the payments they have made for services that the Defendants never rendered, that they were not entitled to bill for, and/or that they knew or should have known were not medically necessary or were so improperly performed as to be useless and of no value. The Plaintiffs also seek a declaration that that they are not required or obligated to pay for No-Fault claims submitted by the Defendants.

The Parties

Plaintiffs

29. The Plaintiff Allstate Insurance Company is a corporation organized under the laws of the State of Illinois and is authorized to conduct business in the State of New York. Allstate Insurance Company maintains offices in the State of New York including an office in Nassau County.

30. The Plaintiff Allstate Indemnity Company is a corporation organized under the laws of the State of Illinois and is authorized to conduct business in the State of New York. Allstate Indemnity Company maintains offices in the State of New York including an office in Nassau County.

31. The Plaintiff Allstate Fire & Casualty Insurance Company is a corporation organized under the laws of the State of Illinois and is authorized to conduct business in the State of New York. Allstate Fire & Casualty Insurance Company maintains offices in the State of New York including an office in Nassau County.

32. The Plaintiff Allstate Property & Casualty Insurance Company is a corporation organized under the laws of the State of Illinois and is authorized to conduct business in the State of New York. Allstate Fire & Casualty Insurance Company maintains offices in the State of New York including an office in Nassau County.

33. The Plaintiffs Allstate Insurance Company, Allstate Indemnity Company, Allstate Fire & Casualty Insurance Company and Allstate Property & Casualty Insurance Company are referred to herein as the “Plaintiffs” or, collectively, “Allstate.”

Individual Defendants

34. The Unlicensed Defendant Daniel Bogatin (“D. Bogatin”) is a resident of the State of New York. D. Bogatin is a nominal owner of the Unlicensed Defendants BLK Diagnostics

LLC, Chai Diagnostics LLC, Maimonides Diagnostics LLC, Refuah Diagnostics LLC, and Sinai Diagnostics LLC.

35. The Unlicensed Gary Bogatin (“G. Bogatin”) is a resident of the State of New York. G. Bogatin is a nominal owner of the Unlicensed Defendants BLK Diagnostics LLC, Chai Diagnostics LLC, Maimonides Diagnostics LLC, Refuah Diagnostics LLC, and Sinai Diagnostics LLC.

36. The Licensed Defendant David Carmili, MD (“Carmili”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Carmili is the nominal owner of the Licensed Defendant Seneca Medical P.C.

37. The Licensed Defendant Joseph F. Dorsten, DO (“Dorsten”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Dorsten is the nominal owner of the Licensed Defendant Lifeline Medical Imaging, P.C.

38. The Licensed Defendant Andre Jocelyn Duhamel, MD (“Duhamel”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Duhamel is the nominal owner of Licensed Defendants Hillside Primary Medical Care, P.C. and Wilson Primary Medical Care P.C.

39. The Unlicensed Defendant Dovi Faivish (“Faivish”) is a resident of the State of New York. Faivish is the nominal owner of the Unlicensed Defendant Regal Diagnostics LLC.

40. The Licensed Defendant Jack Greenwood, MD (“Greenwood”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine.

41. The Licensed Defendant Sangeet Khanna, MD (“Khanna”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine.

Khanna is the nominal owner of the Licensed Defendants Emote Medical Services, P.C. and Pitch Medical P.C.

42. The Unlicensed Defendant Adde Khanatayev (“Khanatayev”) is a resident of the State of New York. Khanatayev is the nominal owner of the Unlicensed Defendants BLK Diagnostics LLC, Chai Diagnostics LLC, Maimonides Diagnostics LLC, Refuah Diagnostics LLC, and Sinai Diagnostics LLC.

43. The Unlicensed Defendant Artur Kofman (“Kofman”) is a resident of the State of New York. Kofman is a nominal owner of the Unlicensed Defendants BLK Diagnostics LLC, Chai Diagnostics LLC, Maimonides Diagnostics LLC, Refuah Diagnostics LLC, and Sinai Diagnostics LLC.

44. The Licensed Defendant Konstantinos Koutelos, MD (“Koutelos”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Koutelos is the nominal owner of the Unlicensed Defendant Green Power New York, LLC.

45. The Licensed Defendant Errol C. Mallett, MD (“Mallett”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Mallett is the nominal owner of the Licensed Defendant 334 Grand Concourse Medical, P.C.

46. The Licensed Defendant Manish Mammen, MD (“Mammen”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Mammen is the nominal owner of the Licensed Defendant Interventional Physical Medicine and Rehab of New York PLLC.

47. The Licensed Defendant Hanan Miller, MD (“Miller”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Miller is the nominal owner of the Licensed Defendant Healthcare Medical Services PLLC.

48. The Licensed Defendant Dominic Emeka Onyema, MD (“Onyema”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Onyema is the nominal owner of the Licensed Defendant Direct Medical Care P.C.

49. The Licensed Defendant Crystal Vanessa Antoine Pepeljugoski, MD (“Pepeljugoski”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of Medicine. Pepeljugoski is the nominal owner of the Licensed Defendant Crystal Antoine Pepeljugoski Medical P.C. d/b/a/ Sanitas Medical PC.

50. The Licensed Defendant Sergey Zhivotenko, MD (“Zhivotenko”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. Zhivotenko is the nominal owner of the Licensed Defendant Diagnostic Neurology, P.C.

51. The Defendants D. Bogatin, G. Bogatin, Carmili, Dorsten, Duhamel, Faivish, Greenwood, Khanatayev, Khanna, Kofman, Koutelos, Mallett, Mammen, Miller, Onyema, Pepeljugoski, and Zhivotenko are referred to herein as the “Individual Defendants.”

Entity Defendants

52. The Licensed Defendant 334 Grand Concourse Medical PC (“334 Grand”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Mallett. 334 Grand was incorporated in New York on August 10, 2015.

53. The Unlicensed Defendant BLK Diagnostics LLC (“BLK”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Unlicensed Defendants D. Bogatin, G. Bogatin, Khanatayev, and Kofman. BLK was formed in New York on February 10, 2021.

54. The Licensed Defendant Central Park East Medical, P.C. (“Central Park”) is a professional corporation organized under the laws of the State of New York and was nominally owned by non-party Aharon Gutterman, MD. Central Park was incorporated in New York on February 15, 2017.

55. The Unlicensed Defendant Chai Diagnostics LLC (“Chai”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Unlicensed Defendants D. Bogatin, G. Bogatin, Khanatayev, and Kofman. Chai was formed in New York on March 30, 2021.

56. The Licensed Defendant Crystal Antoine Pepeljugoski Medical P.C. d/b/a/ Sanitas Medical PC (“Sanitas”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Pepeljugoski. Sanitas was incorporated in New York on March 10, 2021.

57. The Licensed Defendant Diagnostic Neurology, P.C. (“Diag Neuro”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Zhivotenko. Diag Neuro was incorporated in New York on September 28, 2005.

58. The Licensed Defendant Direct Medical Care P.C. (“Direct Med”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by

the Licensed Defendant Onyema. Direct Med was incorporated in New York on December 16, 2015.

59. The Licensed Defendant Emote Medical Services, P.C. (“Emote”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Khanna. Emote was incorporated in New York on August 1, 2011.

60. The Unlicensed Defendant Green Power New York, LLC (“Green Power”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Koutelos. Green Power was formed in New York on July 1, 1991.

61. The Licensed Defendant Healthcare Medical Services PLLC (“Healthcare Med”) is a professional limited liability company organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Miller. Healthcare Med was formed in New York on May 8, 2014.

62. The Licensed Defendant Hillside Primary Medical Care, P.C. (“Hillside”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Duhamel. Hillside was incorporated in New York on December 10, 2012.

63. The Licensed Defendant Interventional Physical Medicine and Rehab of New York PLLC (“Interventional”) is a professional limited liability company organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Mammen. Interventional was formed in New York on March 19, 2011.

64. The Licensed Defendant Lifeline Medical Imaging P.C. (“Lifeline”) is a professional corporation organized under the laws of the State of New York and is or was

nominally owned by the Licensed Defendant Dorsten. Lifeline was incorporated in New York on December 31, 2018.

65. The Unlicensed Defendant Maimonides Diagnostics LLC (“Maimonides”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Unlicensed Defendants D. Bogatin, G. Bogatin, Khanatayev, and Kofman. Maimonides was formed in New York on May 3, 2021.

66. The Licensed Defendant Pitch Medical P.C. (“Pitch”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Khanna. Pitch was incorporated in New York on May 1, 2009.

67. The Unlicensed Defendant Refuah Diagnostics LLC (“Refuah”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Unlicensed Defendants D. Bogatin, G. Bogatin, Khanatayev, and Kofman. Refuah was formed in New York on December 10, 2020.

68. The Unlicensed Defendant Regal Diagnostics LLC (“Regal”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Layperson Defendant Faivish. Regal was formed in New York on July 18, 2016.

69. The Defendant Seneca Medical P.C. (“Seneca”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Carmili. Seneca was incorporated in New York on April 26, 2001.

70. The Unlicensed Defendant Sinai Diagnostics LLC (“Sinai”) is a limited liability company organized under the laws of the State of New York and is or was nominally owned by the Layperson Defendants D. Bogatin, G. Bogatin, Khanatayev, and Kofman. Sinai was formed in New York on December 10, 2020.

71. The Defendant Wilson Primary Medical Care P.C. (“Wilson”) is a professional corporation organized under the laws of the State of New York and is or was nominally owned by the Licensed Defendant Duhamel. Wilson was incorporated in New York on October 21, 2016.

72. The Unlicensed Defendant Wizard Computer Services, Inc. (“Wizard”) is a corporation organized under the laws of the State of New York and is or was nominally owned by an individual who does not appear to exist Mindaugas Snapkauskas. Wizard was incorporated in New York on October 23, 2015.

73. The Defendants 334 Grand, BLK, Central Park, Chai, Sanitas, Diag Neuro, Direct Med, Emote, Green Power, Healthcare Med, Hillside, Interventional, Lifeline, Maimonides, Pitch, Refuah, Regal, Seneca, Sinai, Wilson, and Wizard are referred to herein as the “Entity Defendants.”

74. The Individual Defendants Carmili, Dorsten, Duhamel, Greenwood, Khanna, Koutelos, Mallett, Mammen, Miller, Onyema, Pepeljugoski, and Zhivotenko, along with the Entity Defendants 334 Grand, Central Park, Sanitas, Diag Neuro, Direct Med, Emote, Healthcare Med, Hillside, Interventional, Lifeline, Pitch, Seneca, and Wilson, are referred to herein as the “Licensed Defendants.”

75. The Individual Defendants D. Bogatin, G. Bogatin, Faivish, Khanatayev, and Kofman, along with the Entity Defendants BLK, Chai, Green Power, Maimonides, Refuah, Regal, Sinai, and Wizard, are referred to herein as the “Unlicensed Defendants.”

ABC Corporations and John Doe Defendants

76. ABC Corps. 1-15 are additional entities, including management companies, billing companies, health provider and/or attorneys whose names are not yet known to Allstate, that

contracted with one or more of the Defendants to provide management and/or billing services, and/or that made improper referrals, and/or directed the fraudulent services and billing and conspired to and did assist in the fraudulent and unlawful conduct alleged in this Complaint. These entities will be added as Defendants when their names and the extent of their participation become known through discovery.

77. John Does 1-15 are additional individuals, whose names are not yet known to Allstate, who are true owners of one or more of the Defendants, who contracted with one or more of the Defendants to provide management and/or billing services, and/or who made improper referrals and conspired to and did assist in the fraudulent and unlawful conduct alleged in this Complaint. These individuals will be added as Defendants when their names and the extent of their participation become known through discovery.

Jurisdiction and Venue

78. Subject matter jurisdiction over this action is conferred upon this Court by 28 U.S.C. § 1331 [Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961, *et seq.*].

79. Supplemental jurisdiction over Allstate’s state law claims is proper pursuant to 28 U.S.C. § 1367.

80. Whereas the vast majority of the acts known to Allstate alleged herein were carried out within the Eastern District of New York, venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

81. Each of the Defendants have conducted business in the State of New York during the relevant time period by (a) operating from clinics or other facilities located in New York, and

(b) billing and/or assisting in billing for medical services in connection with New York claimants under New York No-Fault insurance policies issued by Allstate.

82. The Defendants have therefore engaged in purposeful activities in New York by conducting business in New York, and by seeking and collecting payments under New York's No-Fault laws.

83. The Defendants' activities in and contacts with New York were purposely sought and transacted to take advantage of the benefits available under New York's No-Fault laws.

I. The Defendants' Fraudulent Schemes Were Enabled by Professional Licensing Violations

84. In order to protect the public, the State of New York has created extensive licensing regulations for health care professionals and entities. The Defendants in this case have engaged in numerous violations of these requirements in order to perpetrate and conceal their extensive fraudulent conduct and illegal financial and referral relationships. The Defendants submitted fraudulent and abusive billing to the Plaintiffs for payment under the No-Fault insurance program. The Defendants have made numerous misrepresentations as to their proper license and its scope, including misrepresentations as to the entitlement of the persons who provided the services to no-fault benefits and the lack of involvement of the licensed health provider Defendants.

85. A proper license and providing service within the scope of that license is a prerequisite to payment under the No-Fault program.

86. The State of New York regulates the practice of medicine and the practice of other professions. It restricts the practice of medicine and the ownership of medical professional corporations to licensed physicians. The State does so in order to protect consumers and the public health. Only licensed physicians, subject to the regulation and oversight of the State, are permitted

to practice medicine. The only professional corporations permitted to provide physician medical services are professional corporations which are owned exclusively by physicians. The use of the title “physician” or “surgeon” by one who is not a physician is prohibited. The practice of medicine by one who is not a physician is a felony pursuant to Education Law §6512. The sale of a medical license is also a felony under Education Law § 6512. This statutory framework is designed to protect the public and ensure that medical services are provided by licensed physicians. The State of New Jersey has similar requirements and protections.

87. The Defendant health providers did not control or oversee the billing in their names and under their licenses that was submitted in the fraudulent scheme. The Licensed Defendants permitted the Unlicensed Defendants, including the layperson John Doe Defendants, to use their licenses as a cover and to submit illegal billing. These purported health provider entities were illegally operated, were not entitled to payment under New York Law and were misrepresented to be properly licensed professional entities.

88. As discussed further in § II, *infra*, on the Defendants’ awareness of the illegality of their conduct, GEICO alleged that Koutelos did not actually own Green Power, and that Mallett did not actually own 334 Grand. GEICO set forth that Koutelos and Mallett allowed use of their names and licenses, and the Licensed Entities’ tax identification numbers by lay persons to submit bills for reimbursement of No-Fault claims to insurers. *See GEICO v. Green Power, et al.*, No. 1:23-cv-01304-HG (E.D.N.Y. Aug. 21, 2023), *as amended* (Aug. 21, 2023), ECF No. 32 ¶ 61; *GEICO v. Mallett, et al.*, No. 1:22-cv-03661-KAM-VMS (E.D.N.Y. June 21, 2022), ECF No. 1 ¶¶ 5, 17, 50. Specifically on Mallett, GEICO alleged that from 2021 and continuing periodically until GEICO’s filing of the complaint in June 2022, ten John Doe defendants had used Mallett’s

name and license, and also 334 Grand's tax identification number, to bill GEICO for No-Fault payments.

89. Liberty Mutual alleged that Duhamel was not the actual owner of Wilson or Hillside, and referenced Duhamel's admission to Liberty Mutual that bills using his name to insurance companies were submitted without his consent or knowledge, and that he did not sign certain healthcare treatment billing documents, although his name appeared on the documents submitted to Liberty Mutual. *Liberty Mutual v. Wilson, et al.*, No. 604122/2022 (Sup. Ct. Nassau Cnty. Mar. 31, 2022), NYSCEF No. 1 ¶ 22.

90. For the protection of patients, New York requires that only professionals provide professional services. In the Defendants' scheme, laypersons provided most of the services to the extent any were actually provided. Some of the services were billed in the names and licenses of the Defendant medical providers. Numerous services were billed in the name of the Unlicensed Defendant providers, which had no medical license at all.

91. To the extent these laypersons were providing diagnoses and healthcare which was billed as medical and/or audiology services, they were illegally practicing medicine and/or audiology without a license. The Licensed Defendants enabled the unauthorized practice. The unauthorized practice of a profession is a felony, and aiding and abetting three or more persons in their unlawful practice is a felony pursuant to Education Law § 6512.

92. Virtually all the administration of testing and services in this case was done by laypersons under the control and direction of the Unlicensed Defendants and the layperson John Doe and ABC Corp. Defendants.

93. The DFS Regulations provide that to be compensated under No-Fault, professional health services must be provided by a licensed provider within the scope of his or her license. See

11 N.Y.C.R.R. §§65-3.16(a)(6) & (12). To the extent the Defendants have billed Allstate for services provided by lay persons, they are not compensable. To the extent that the Defendants represented that the services of the laypersons were provided by the provider Defendants and/or their owners who are physicians, these representations were fraudulent. To the extent that the Defendants and Defendant entities were not licensed to practice medicine and/or audiology they are not entitled to be compensated under the no-fault statute and regulations. To the extent that the services billed by the licensed Defendants and licensed Defendant entities were provided by individuals and/or entities not licensed to practice medicine and/or audiology they are not entitled to be compensated under the no-fault statute and regulations.

II. The Defendants' Awareness of the Illegality of Their Conduct

94. Eleven of the Entity Defendants and seven Individual Defendants have been sued in similar actions by GEICO. These actions and the evidence adduced therein have made it plain to these Defendants that they were involved in a very serious fraudulent scheme. Given the interrelationships, the other Defendants were most likely aware of some or all of these actions as well. After being sued in these actions, each of the Defendants who were sued were well-aware of the fraudulent scheme they were involved with, and for the licensed Defendants, of the use of their names and licenses in the scheme. These actions have placed the Defendants on notice of the illegality of their fraudulent conduct.

95. Despite being aware of the fraudulent scheme and their role in it, these Defendants have knowingly continued the scheme and have continued to seek to collect the billing in the name of the eleven Entity Defendants against Allstate. The eleven Entity Defendants have enabled this fraudulent billing and have assisted in perpetrating the fraudulent scheme and billing for fictitious services in their names.

96. These Defendants have at all relevant times been aware of the fraud and disregard for the patients of their treatment and billing practices. Indeed, each of these prior civil actions has been based on one or more patterns of fraudulent or otherwise illegal conduct which are similar if not identical to those alleged herein.

97. These actions include the following:

GEICO v. Dorsten, et al.

98. In the *Dorsten* action, filed in this District on October 6, 2021, GEICO named Dorsten, Lifeline, and Hillside as defendants. *See* No. 1:21-cv-05565-ENV-RER (E.D.N.Y. Oct. 6, 2021) (Duhamel was referenced as a non-party). The complaint alleged that from 2019, Lifeline and Hillside provided the fraudulent services and billings for two types of services alleged in this Complaint: TCD and VNG tests, stating that Lifeline and Hillside “almost entirely focused on” provision of TCD and VNG tests. GEICO set forth that Lifeline and Hillside submitted test reports that had the same pre-printed boilerplate outcomes and identical “TCD Exam Data” for their insureds. GEICO further alleged that the defendants had illegal referral and kickback arrangements to obtain patients through fee payments disguised as rents for space or personnel.

99. GEICO also alleged that unlicensed individuals not under Dorsten’s control at Lifeline administered these two services. The complaint set forth that Dorsten was a radiologist, who did not have any credentials, training, or medical expertise to perform neurological tests or interpret the test results, and that Dorsten never practiced medicine through Lifeline.

100. As to Hillside, GEICO similarly alleged that non-party to the *Dorsten* action Duhamel was the purported owner of Hillside and that unlicensed individuals not under

Duhamel's control at Hillside administered the two services. GEICO set forth that Duhamel was an internist lacking any training or expertise to perform neurological tests or interpret the test results, which Hillside exclusively provided. The complaint alleged Duhamel never practiced medicine through Hillside, and none of the bills GEICO received from Hillside were for Duhamel's provision of medical services. According to GEICO, Drs. Roy Shanon and Omar Ahmed worked at Hillside as independent contractors as reading neurologists. GEICO also referenced the New York State Board's Determination and Order dated June 28, 2021, revoking Duhamel's license, which indicates that Duhamel was likely unable or unfit to practice medicine for the periods Hillside purported to perform services and billed GEICO.

101. The GEICO referenced June 28, 2021 Order shows that in March 2021, the Board noticed Duhamel of the hearing on his license, and by summary action pursuant to Public Health Law § 230(12)(a)(ii), ordered Duhamel "not to practice medicine because he is engaging in or maintaining a condition or activity which constitutes an imminent danger to the health of the people." *In the Matter of Andre Jocelyn Duhamel, M.D.*, Determination and Order, No. BPMC-21-135, 1 (June 28, 2021). The Board disclosed that Duhamel "waived his rights with respect to the summary action . . . and agreed to maintain the suspension of his license until a determination is rendered in" his licensure hearing in March 2021. *Id.* The Board found that Duhamel "committed professional misconduct under Education Law § 6530(8) by having a psychiatric condition which impairs his ability to practice and Education Law § 6530(29) by violating any term of probation or condition or limitation imposed pursuant to PHL § 230[.]" *Id.* at 2. During the period of Duhamel's license suspension, Hillside continued to bill Allstate.

102. By stipulations dated August 30, 2022 and October 12, 2022, the complaint was dismissed without prejudice as to Dorsten, Lifeline, and Hillside.

Liberty Mutual v. Wilson, et al.

103. Subsequent to GEICO's *Dorsten* suit, Liberty Mutual filed a No-Fault insurance fraud suit against Wilson and Hillside in the Supreme Court, Nassau County. *Liberty Mutual Insurance Co. et al. v. Wilson Primary Medical Care, P.C. et al.*, No. 604122/2022 (Sup. Ct. Nassau Cnty. Mar. 31, 2022).

104. Liberty Mutual's allegations mirror GEICO's allegations against the two named defendants Wilson and Hillside, and also Duhamel not named as a defendant by Liberty Mutual, that they billed for medically unnecessary and/or non-reimbursable services, if provided at all, for TCD and VNG tests. Liberty Mutual also alleged, as did GEICO, that Duhamel was never the actual owner of Wilson or Hillside, Duhamel never practiced medicine through Wilson or Hillside, was unfit to practice medicine, and that independent contractors performed the fraudulent services, if provided at all. The complaint relied in part on Duhamel's admission to Liberty Mutual that certain bills using his name were submitted to insurance companies without his knowledge or consent and that he did not sign certain treatment or billing documents submitted to Liberty Mutual despite his name appearing on such documents.

105. The complaint also alleged that unlicensed laypersons directed provision of the fraudulent services, if provided at all, and obtained patients through illegal kickback and patient referral arrangements, including purported fees for rent or marketing and other similar business operating services.

GEICO v. Onyema, et al.

106. GEICO alleged in *Onyema* that from 2018 to the time of filing the complaint, Onyema purported to own two providers Deo Medical Services, P.C. and Healthwise Medical Associates, P.C. that billed GEICO and other New York insurers for hundreds of medically unnecessary and unreimbursable healthcare services that included TCD and VNG tests. GEICO set forth that Onyema entered into illegal financial arrangements to maintain a steady flow of patients and also that unlicensed laypersons at healthcare clinics controlled the patient base for Onyema and his two provider entities, directing provision of fraudulent services through pre-determined protocols, if such services were provided at all.

107. GEICO added that the illegal financial arrangements utilized checks for sham payments of rents and business services such as computer services to illegally transfer monies. The complaint set forth that the checks were illegally cashed at a check-cashing facility in New Jersey by an individual named Alla Kuratova, who had been criminally indicted for recruiting phony patients to work for an illegal prescription drug trafficking ring. *See United States Drug Enforcement Admin., RX Trafficking Ring Controlled Brooklyn Medical Practices: Nearly \$3.4 Million In Pills Diverted*, Press Release (July 17, 2013) <https://www.dea.gov/press-releases/2013/07/17/rx-trafficking-ring-controlled-brooklyn-medical-practices-nearly-34>.

GEICO v. Emote, et al.

108. In *Emote*, GEICO sued Defendants Khanna, Emote, and Pitch. *See GEICO v. Emote Medical Services, P.C. et al.*, No. 1:22-cv-06617-RPK-VMS (E.D.N.Y. Oct. 31, 2022). The complaint alleged fraudulent billings for TCD and VNG tests, and other services, and that independent contractors provided medically unnecessary services pursuant to predetermined fraudulent protocols.

109. GEICO alleged further that the TCD test results appear to be fabricated as the majority of insureds who allegedly received services from Emote or Pitch had identical depth measurements, indicating that the insureds had identical head sizes with identical location of blood vessels, near impossibilities. GEICO set forth that Emote and Pitch paid illegal kickbacks to referring providers to gain access to clinics through agreements that purported to be lease or rent payments.

110. The parties filed a stipulation of dismissal without prejudice as to all three named defendants in August 2023. *Emote*, ECF No. 27.

GEICO v. Green Power, et al.

111. In *Green Power*, GEICO filed a complaint alleging fraudulent billings for the same two types of services—TCD and VNG tests—against defendants Koutelos, Gary Grody, Alex Puzaitzer, Irina Zayonts, Yuriy Zayonts, TM Equities, Inc. (“TM Equities”), Milan Nus, Emil Efreem, and Big Bridge Funding, LLC (“Big Bridge”). *See* No. 1:23-cv-01304-HG (E.D.N.Y. Aug. 21, 2023) *as amended* (Aug. 21, 2023). GEICO alleged that unlicensed laypersons, not Koutelos, administered the services (if administered at all), that Koutelos did not actually own Green Power, and that he had no control of the practice, with laypersons using his name, medical license, and tax identification number of Green Power to bill for the fraudulent services. GEICO also alleged that Grody recruited Koutelos for the fraudulent scheme in or about October 2021.

112. GEICO set forth that some of the alleged fraudulent services occurred in clinics already implicated in the *Rose* indictment from the criminal case where the prosecution unearthed a multimillion-dollar bribery scheme involving 911 operators, medical personnel, and police officers for confidential information of No-Fault accident victims to steer the victims to certain

clinics and lawyers. *See* No. 19-cr-0789-PGG (S.D.N.Y. Nov. 6, 2019). Patient referrals were exchanged for illegal kickbacks and payoffs.

113. With its amended complaint in August 2023, GEICO added the defendants Alex Puzaitzer, Irina Zayonts, and Yuriy Zayonts, claiming that they were the true owners and controllers of Green Power. Additionally, GEICO alleged that TM Equities, Inc. and its true owner Milan Nus enabled the money laundering scheme based on illegal kickbacks and referrals; GEICO set forth that Nus invoked the Fifth Amendment protection in response to GEICO's discovery request inquiring "whether funds were advanced to TM Equities in furtherance of a fraudulent insurance fraud and kickback scheme." GEICO also named Big Bridge as the entity used to fund the fraudulent scheme and Efreem as the individual serving as the point of contact at Big Bridge for Grody and other defendants.

114. GEICO alleged further that in 2003, Grody had pleaded guilty to three separate charges of insurance fraud, had been imprisoned and ordered to pay \$280,000 to Allstate, in addition to at least four civil recovery actions that insurers filed against him after Grody was released from prison. GEICO added that two other defendants Irina and Yuriy Zayonts, were indicted and pleaded guilty in connection with a separate scheme aimed at defrauding the No-Fault system. According to the Federal Bureau of Prisons data, Yuriy Zayonts was imprisoned and was released on June 24, 2016.

GEICO v. Wizard, et al.

115. In *Wizard*, filed in this District on September 8, 2023, GEICO named Unlicensed Defendant Wizard and non-party Unisoft LLC as defendants for fraudulent billings of TCD and VNG tests from about June 25, 2021 to November 30, 2021. *See* No. 1:23-cv-06723-LDH-RML (E.D.N.Y. Sept. 8, 2023).

116. GEICO claimed that for the fraudulent services actually provided, unlicensed layperson, without supervision by a licensed professional, dictated the services which were provided pursuant to the illegal financial and kickback referral arrangements.

117. As in the *Green Power* suit, GEICO alleged in *Wizard* that the unsealed criminal indictment and affidavits in the *Rose* criminal case uncovered how the insured patients were illegally referred in return for kickbacks to certain layperson-controlled clinics where Defendants Wizard and Unisoft operated.

118. In the complaint, GEICO set forth that the nominal owner of Wizard, Snapkauskas, although listed in Wizard's certificate of incorporation as the incorporator, is a fictitious individual, and GEICO named one John Doe defendant as the actual owner of Wizard while naming a second John Doe as the sole member and owner of Unisoft. The complaint also states that it has found evidence suggesting that an individual named Jason Gorelik is the actual "Owner/President" of Wizard.

119. The GEICO complaint noted Wizard's history of involvement in No-Fault fraud schemes for its participation in a large-scale money-laundering operation with checks payable to Wizard being exchanged for cash by an individual named Alla Kuratova, who was indicted for recruiting phony patients.

GEICO v. Chai, et al.

120. GEICO recently filed another suit for insurance fraud, *GEICO v. Chai et al.*, involving TCD and VNG tests against Unlicensed Defendants Kofman, D. Bogatin, G. Bogatin, Khanatayev, Chai, Sinai, BLK, and Refuah. *See* No. 1:24-cv-02704-PK (E.D.N.Y. Apr. 11, 2024).

121. Similar to the other complaints, GEICO alleged that Defendants Chai, Sinai, BLK, and Refuah sought reimbursements for medically unnecessary services where the bills contained fabricated data and sham referral forms. To the extent provided at all, GEICO alleged that these four Provider Defendants provided services under the dictates of unlicensed laypersons without supervision by licensed professionals, using pre-determined fraudulent protocols, and pursuant to illegal referral arrangements.

122. GEICO included in its complaint a sworn statement by Phelan Clancy, NP, who resigned from the clinic located at 1974 Linden Boulevard, Elmont that “after discovering . . . that her name, license, and tax identification number were being used to bill for services that she never performed, authorized, or supervised; that a stamped, forged and/or unauthorized copy of her signature was used to issue referrals for healthcare goods without her knowledge or consent; and that there was a written list on the wall at the Clinic that outlined the required prescribing/referral protocol and the quotas that had to be met.”

123. Also, as in the *Green Power* and *Wizard* suits, GEICO alleged that the 1767 Southern Boulevard, Bronx clinic defendants purported to operate was identified in the *Rose* criminal case as a clinic involved in illegal kickback and referral schemes under control of unlicensed laypersons. The complaint also alleged that the illegal kickbacks disguised as rent payments were laundered by Alla Kuratova, also referenced in the *Wizard* suit, at a check-cashing facility in New Jersey.

GEICO v. Mallett, et al.

124. In *Mallett*, GEICO sued Defendants Mallett and 334 Grand, as well as non-party Errol C. Mallett Medical, P.C. See No. 1:22-cv-03661-KAM-VMS (E.D.N.Y. June 21, 2022). While the complaint did not allege fraudulent billing of TCD testing or VNG, it set forth that

Mallett allowed ten John Doe defendants to use his name, license, and the tax identification numbers of Errol C. Mallett Medical, P.C. and 334 for billing GEICO in return for periodic payments from 2021 to at least the time of filing the complaint in June 2022.

125. GEICO alleged that Mallett suffered from significant financial debt and federal tax delinquencies, making him an easily recruitable medical professional to perpetuate No-Fault insurance fraud.

126. GEICO also alleged that Dr. Mallett specializes in Urology, and at the time of the complaint in June 2022, Dr. Mallett was employed with Urology Associates of NY as a Urologist, primarily working out of the 2101 Avenue X, Brooklyn, New York location. According to GEICO, when it spoke with Mallett before filing its complaint, he admitted that he was not aware of the billings for the alleged fraudulent services and that he did not bill GEICO for the Extracorporeal Shockwave Therapy (ESWT), one of the fraudulent services GEICO alleged in the complaint.

127. As with the other GEICO cases, the *Mallett* complaint also alleged that Mallett and the defendants provided, if at all, medically unnecessary services by unlicensed persons or independent contractors pursuant to a pre-determined fraudulent treatment and billing protocols, through the clinics that were controlled by non-medical professionals under illegal financial arrangements for referrals and kickbacks.

III. The Defendants Fraudulently Billed for Healthcare Services – Summary of Scheme

128. The Defendants have sought to engage in a massive scheme to defraud automobile insurers including the Plaintiffs who provide coverage under Article 51 of the Insurance Law for what are commonly referred to as no fault benefits. They have billed for health care services

consisting of several types of testing that were generally not provided to the patients as billed and were almost never administered by licensed health providers. Instead, to the extent any testing was administered, it was administered by lay persons.

129. The billing of three types of services were the foundation of the scheme -- Doppler testing of the arteries in the brain (TCD), testing of the vestibular system through examinations of the eye (VNG) and ear using specialized equipment and Sympathetic Skin Response (SSR) testing which measures the electrical conductance of the skin in response to sympathetic nervous system activity. SSR is commonly used to assess autonomic nervous system function and can provide insights into conditions such as neuropathy and certain neurological disorders by evaluating the sweat gland's responsiveness in the skin. It was of no value in the way it was administered in the scheme in this case.

130. The complicit referring providers provided a steady stream of patients to enable the scheme. In so doing they used their patients as pawns, subjected them to unnecessary testing with incompetent, fictitious and impossible results and depleted their insurance coverage benefits.

131. The Unlicensed Defendants allegedly rendered the fraudulent services -- to the extent that anything was provided at all -- submitting reports in the name of the health provider Defendants who had never even seen the patients -- in a variety of "clinics" located throughout the New York metropolitan area in order to bill Allstate and other New York automobile insurance companies for the alleged performance of the fraudulent testing.

132. Upon information and belief, the layperson Defendants, John Doe Defendants and ABC Corp. Defendants entered into unlawful arrangements with the Clinics and related managers to provide the Defendants access to a constant flow of patients such that they could submit fraudulent billing for unnecessary testing.

133. The Defendants including the John Doe Defendants and the ABC Corp. Defendants used the health provider Defendants' medical licenses, their tax identification numbers and electronic copies of their signatures to generate large quantities of fraudulent documents, including NF-3 forms (i.e. bills) falsely claiming that the health provider Defendants provided the services and testing and submitted assignment of benefits forms, and medical records; and reports.

IV. The Defendants' Fraudulent Scheme to Bill for TCD Testing

134. The Licensed Defendant providers Central Park, Direct Med, Hillside, Diag Neuro, Seneca, 334 Grand, Lifeline, Pitch, Wilson, and Sanitas were used in the scheme to generate No-Fault billing by purportedly providing their patients with TCD testing. The Unlicensed Defendant providers Chai, Green Power, Maimonides, Regal, and Wizard billed for the same testing and provided sham and fraudulent diagnoses and reports.

135. TCD is a non-invasive imaging technique by which specialized equipment is used to target and then measure sound waves to assess blood flow within the arteries of the brain, which is essential for diagnosing and managing various conditions and ensuring optimal brain function. When utilized properly, TCD can aid in the diagnosis of potentially life-threatening conditions. TCD can help healthcare providers monitor and diagnose conditions related to blood flow in the brain, such as vasospasms (narrowing of blood vessels), emboli (clots or debris in the blood), and stenosis (artery narrowing).

136. As billed for on behalf of the Defendants, however, the TCD was performed either improperly or not at all, and it was routinely billed for being allegedly provided to patients who were not otherwise documented as presenting with any indications of cranial vascular issues.

137. TCD was performed, if at all, not by the physicians indicated on their bills, but instead by unqualified non-physicians hired by the Defendants including the Unlicensed

Defendants. The Defendant providers Central Park, Direct Med, Green Power, Hillside, Chai, Maimonides, Regal, Diag Neuro, Seneca, Wizard, 334 Grand, Lifeline, Pitch, Wilson, and Sanitas did not properly administer such testing, and the test results were routinely fabricated.

138. Each of these Defendants used a preset combination of diagnostic codes and descriptions, which have simply been copied and pasted for numerous patients. Numerous bills from Direct Med, Green Power, Hillside, Chai, Diag Neuro, Wizard, Sanitas, and Pitch, use the same diagnoses. The Unlicensed Defendant providers, while not authorized to practice medicine in the State of New York, used the same diagnoses and reports as if they were medical providers.

139. Again and again, there were matches of very specific patient details and test results between the Defendants in this action. The same codes were repeatedly billed for the TCD testing. Many of the bills had the same exact symptoms word for word from one patient and from one provider to another. Numerous wave forms, which are invariably different from one test to another, were exact duplicates from one patient to another. The exact duplicates evince both the fraudulent nature of the scheme and the interrelationship of the Defendants.

140. On multiple TCD bills of Direct Med, Green Power, Hillside, Chai, Diag Neuro, Wizard, Sanitas, and Pitch, their patients were purportedly diagnosed again and again with the same serious conditions *verbatim*:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

141. On some of the TCD bills of Seneca, patients were purportedly diagnosed again and again with serious conditions *verbatim*:

G45.1 Carotid artery syndrome, G45.8 Occlusion and stenosis of basilar artery, I63.8 Other cerebral infarction, I65.1 Occlusion and stenosis of basilar artery, I65.29 Occlusion and stenosis of unspecified artery, I66.8 Occlusion and stenosis of other cerebral arteries (sic)

Seneca also diagnosed some of its patients with some of the same serious conditions as the other Defendants with additional conditions *verbatim*:

G45.1 Carotid artery syndrome, G45.8 Other transient cerebral ischemic attacks and related syndromes, H81.09 Meniere's disease, unspecified, H81.399 Other peripheral vertigo, unspecified ear, I63.89 Other cerebral infarction, R25.9 Awkward uncoordinated walking,

142. The bills submitted on behalf of provider Defendants Direct Med, Green Power, Hillside, 334 Grand, Pitch, Lifeline, and Sanitas consisted of the same three charges under the same CPT codes, for the same services, and in the same total amount of \$1,641.79.

143. The bills submitted on behalf of Defendants Chai and Diag Neuro, and on behalf of Defendants Seneca and Wizard, consisted of two separate bills for each paired providers for the same three charges under the same CPT codes, provided on the same patients at the same time. The treating provider on one bill is a technician while the treating provider on the other bill is a physician with the same combined total amount of \$1,641.79.

144. Chai and Wizard charged the same three CPT codes for providing lay person services, while Diag Neuro and Seneca charged the same three CPT codes for providing the physician services on the same patients at the same time.

145. The bills submitted on behalf of provider Defendants Chai and Diag Neuro consisted of the same three CPT codes for services provided to the same patient on the same date of service with both bills combined totaling the amount of \$1,641.79. The bills submitted on behalf of provider Defendant Chai totaled the amount of \$1,155.24, and consisted of the same three CPT codes, for the same services, on the same patient and date of service as that of Diag Neuro but was allegedly provided by a technician. The bills submitted on behalf of provider Defendant Diag

Neuro totaled the amount of \$486.55 which consisted of the same three CPT codes, for the same services, on the same patient and date of service as that of Chai but provided by a medical doctor.

146. The bills submitted on behalf of providers Defendants Wizard and Seneca consisted of the same three CPT codes for services provided to the same patient on the same date of service with both bills combined totaling the amount of \$1,641.79. The bills submitted on behalf of provider Defendant Wizard totaled the amount of \$1,155.24, and consisted of the same three CPT codes, for the same services, on the same patient and date of service as that of Seneca but was allegedly provided by a technician. The bills submitted on behalf of provider Defendant Seneca totaled the amount of \$486.55 which consisted of the same three CPT codes, for the same services, on the same patient and date of service as that of Wizard but provided by a medical doctor.

147. Moreover, some of the bills for TCD submitted for each of these provider Defendants routinely and falsely represent that the patients with the same multiple serious brain conditions never previously had the same or similar conditions prior to the subject motor vehicle accident (MVA), and that such conditions were “solely a result of” the MVA.

148. These kinds of misrepresentations, made on the first page of these Defendants’ TCD bills for patient after patient, may be among the most egregious examples of fraud in a No-Fault field already ravaged by it. In some patients, abnormal TCD findings of cerebral artery obstruction and decreased blood flow velocity in major brain arteries were reported. Moreover, cerebral infarctions and transient cerebral ischemic attacks were diagnosed repeatedly. If the patients had actually presented with such conditions, they would have needed treatment, rather than being used as pawns in this fraudulent billing scheme in which such injuries were ignored and not treated. Yet such treatment was never provided, even though very serious injuries had been diagnosed.

149. For example, on or about the time it was dated, March 29, 2021, a bill was mailed by or on behalf of the provider Defendant Direct Med to Allstate for TCD testing purportedly provided by Direct Med to patient F.D., claim number 0615130085, in a clinic located at 3626 Bailey Ave, Bronx, NY 10463 on March 9, 2021. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892-59, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

150. On or about the time it was dated, November 26, 2021, a bill was mailed by or on behalf of the provider Defendant Green Power to Allstate for TCD testing purportedly provided by Green Power to patient C.H., claim number 0648730414, in a clinic located at 108 Kenilworth Pl, Brooklyn, NY 11210 on November 16, 2021. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892-59, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

151. On or about the time it was dated, January 15, 2021, a bill was mailed by or on behalf of the provider Defendant Hillside to Allstate for TCD testing purportedly provided by Hillside to patient J.B., claim number 0978498460, in a clinic located at 1735 Pitkin Ave, Brooklyn, NY 11212 on December 29, 2020. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892-59, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome, G45.8 Other transient cerebral ischemic attacks and related syndromes, I63.8 Other cerebral infarction, I63.89 Other cerebral infarction, I65.1 Occlusion and stenosis of basilar artery, I65.29 Occlusion and stenosis of unspecified carotid artery, I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

152. On or about the time it was dated, May 5, 2021, a bill was mailed by or on behalf of the provider Defendant Chai to Allstate for TCD testing purportedly provided by Chai to patient A.S., claim number 0620911925, in a clinic located at 1568 Ralph Ave, Brooklyn, NY 11234 on April 14, 2021. The bill consists of three charges for TCD testing under CPT codes 93886-TC, 93890-TC, and 93892-59-TC, in the respective amounts of \$304.40, \$412.80, and \$438.04, for a total of \$1,155.24. and indicates the treating provider as a technician. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome, G45.8 Other transient cerebral ischemic attacks and related syndromes, I63.8 Other cerebral infarction, I63.89 Other

cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery ,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

153. On or about the time it was dated, May 5, 2021, a bill was mailed by or on behalf of the provider Defendant Diag Neuro to Allstate for TCD testing purportedly provided by Diag Neuro to patient A.S., claim number 0620911925, in a clinic located at 1568 Ralph Ave, Brooklyn, NY 11234 on April 14, 2021. The bill consists of three charges for TCD testing under CPT codes 93886-26, 93890-26, and 93892-59-26, in the respective amounts of \$202.94, \$137.60, and \$146.01, for a total of \$486.55. and indicates the treating provider as a medical doctor. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA. Once again after representing that the patient had very serious diagnoses, these Defendants did absolutely nothing for the patient.

154. On or about the time it was dated, December 6, 2021, a bill was mailed by or on behalf of the provider Defendant Wizard to Allstate for TCD testing purportedly provided by Wizard to patient R.M., claim number 0640795125, in a clinic located at 204-12 Hillside Ave, Hillside, NY on November 15, 2021. The bill consists of three charges for TCD testing under CPT

codes 93886-TC, 93890-TC, and 93892-59-TC, in the respective amounts of \$304.40, \$412.80, and \$438.04, for a total of \$1,155.24. and indicates the treating provider as a technician. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

155. On or about the time it was dated, December 27, 2021, a bill was mailed by or on behalf of the provider Defendant Seneca to Allstate for TCD testing purportedly provided by Seneca to patient R.M., claim number 0640795125, in a clinic located at 204-12 Hillside Ave, Jamaica, NY 11423 on November 15, 2021.The bill consists of three charges for TCD testing under CPT codes 93886-26, 93890-26, and 93892-59-26, in the respective amounts of \$202.94, \$137.60, and \$146.01, for a total of \$486.55. and indicates the treating provider as a medical doctor. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome G45.8 Occlusion and stenosis of basilar artery I63.8 Other cerebral infarction I65.1 Occlusion and stenosis of basilar artery I65.29 Occlusion and stenosis of unspecified ar I66.8 Occlusion and stenosis of other cerebral arterie (sic)

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

156. On or about the time it was dated, April 19, 2022, a bill was mailed by or on behalf of the provider Defendant Seneca to Allstate for TCD testing purportedly provided by Seneca to

patient K.W., claim number 0661135921, in a clinic located at 3055 3rd Ave, Bronx, NY 10451 on March 10, 2022. The bill consists of three charges for TCD testing under CPT codes 93886-26, 93890-26, and 93892-59-26, in the respective amounts of \$202.94, \$137.60, and \$146.01. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,H81.09 Meniere's disease, unspecified.H81.399 Other peripheral vertigo, unspecified ear,I63.89 Other cerebral infarction,R25.9 Awkward uncoordinated of walking,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

157. On or about the time it was dated, March 7, 2022, a bill was mailed by or on behalf of the provider Defendant Seneca to Allstate for TCD testing purportedly provided by Seneca to patient K.G., claim number 0655507275, in a clinic located at 381Rockaway Ave, Brooklyn, NY 11212 on February 2, 2022. The bill consists of three charges for TCD testing under CPT codes 93886-26, 93890-26, and 93892-59-26, in the respective amounts of \$202.94, \$137.60, and \$146.01. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,H81.09 Meniere's disease, unspecified.H81.399 Other peripheral vertigo, unspecified ear,I63.89 Other cerebral infarction,R25.9 Awkward uncoordinated of walking,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

158. On or about the time it was dated, March 10, 2023, a bill was mailed by or on behalf of the provider Defendant 334 Grand to Allstate for TCD testing purportedly provided by 334

Grand to patient L.T., claim number 0701501108, in a clinic located at 560 Prospect Ave, Bronx, NY 10455 on February 16, 2023. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

G43.001

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

159. On or about the time it was dated, October 18, 2019, a bill was mailed by or on behalf of the provider Defendant Lifeline to Allstate for TCD testing purportedly provided by Lifeline to patient E.G., claim number 0551577265, in a clinic located at 79-45 Metropolitan Ave, Flushing, NY 11379 on September 10, 2019. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892, in the respective amounts of \$387.26, \$420.13, and \$445.82, for a total of \$1,253.21. On the face of the bill, the patient is diagnosed with:

G45.0 Vertebro-basilar artery syndrome
R42 DIZZINESS AND GIDDINESS

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

160. On or about the time it was dated, May 20, 2022, a bill was mailed by or on behalf of the provider Defendant Pitch to Allstate for TCD testing purportedly provided by Pitch to patient S.S., claim number 0644746331, in a clinic located at 360 W Merrick Rd Valley Stream, NY 11580 on April 11, 2022. The bill consists of three charges for TCD testing under CPT codes

93886, 93890, and 93892, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

R51 – HEADACHE
R42 – DIZZINESS
H81.399-Peripheral vertigo, unspecified

The bill represented that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

161. On or about the time it was dated, May 18, 2022, a bill was mailed by or on behalf of the provider Defendant Pitch to Allstate for TCD testing purportedly provided by Pitch to patient Y.A., claim number 0662451244, in a clinic located at 4250 White Plains Rd Bronx, NY 10466 on April 7, 2022. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

R51 – HEADACHE
R42 – DIZZINESS
H81.399-Peripheral vertigo, unspecified

The bill represented that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

162. On or about the time it was dated, May 13, 2022, a bill was mailed by or on behalf of the provider Defendant Pitch to Allstate for TCD testing purportedly provided by Pitch to patient L.K., claim number 0667413009, in a clinic located at 1650 Eastern Pkwy, Brooklyn, NY 11233 on May 2, 2022. The bill consists of three charges for TCD testing under CPT codes 93886-26, 93890-26, and 93892-59-26, in the respective amounts of \$202.94, \$137.60, and \$146.01, for a total of \$486.01. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1

Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

163. On or about the time it was dated, February 25, 2022, a bill was mailed by or on behalf of the provider Defendant Sanitas to Allstate for TCD testing purportedly provided by Sanitas to patient D.C., claim number 0656877503, in a clinic located at 1975 Linden Blvd, Elmont NY, 11003 on February 17, 2022. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892-59, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1 Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

164. On or about the time it was dated, November 17, 2021, a bill was mailed by or on behalf of the provider Defendant Sanitas to Allstate for TCD testing purportedly provided by Sanitas to patient M.P., claim number 0642766513, in a clinic located at 60 Belmont Ave, Brooklyn, NY 11212 on October 13, 2021. The bill consists of three charges for TCD testing under CPT codes 93886, 93890, and 93892-59, in the respective amounts of \$507.34, \$550.40, and \$584.05, for a total of \$1,641.79. On the face of the bill, the patient is diagnosed with:

G45.1 Carotid artery syndrome,G45.8 Other transient cerebral ischemic attacks and related syndromes,I63.8 Other cerebral infarction,I63.89 Other cerebral infarction,I65.1

Occlusion and stenosis of basilar artery,I65.29 Occlusion and stenosis of unspecified carotid artery,I66.8 Occlusion and stenosis of other cerebral arteries,

The bill represented that these conditions first arose on the date of the subject MVA, that the patient never previously had the same or similar conditions, and that these conditions resulted solely from the MVA.

165. In support of the fraudulent billing for TCD, phony reports were generated which purported to show each individual patient’s testing results, including both numerical data and graphical waveforms. In numerous cases, the data and/or waveforms were simply copied and pasted from the TCD report for another patient.

166. For example, Allstate received purported TCD testing reports mailed by or on behalf of the provider Defendant Diag Neuro as to C.R., claim number 0627358013, for date of service June 16, 2021; and provider Defendant Hillside as to patient V.G., claim number 0606223287, for date of service December 1, 2020; and provider Defendant Lifeline as to patient H.J., claim number 0629926989, for date of service June 23, 2021.As shown below, the “TCD Exam Data” for these three patients – patient C.R. (left), patient V.G. (middle), and patient H.J. (right) – are identical:

C.R.

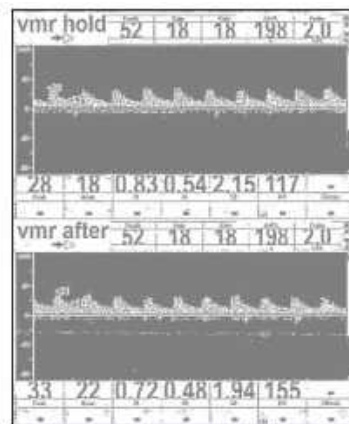
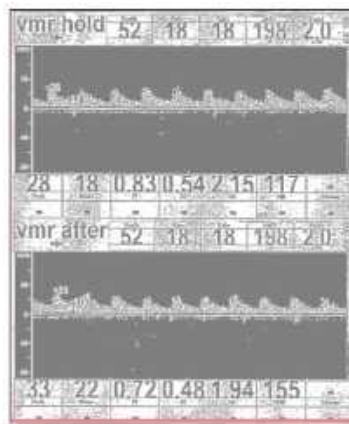
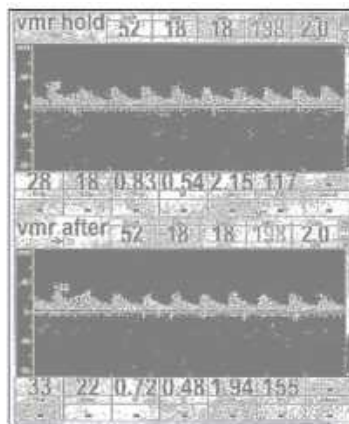
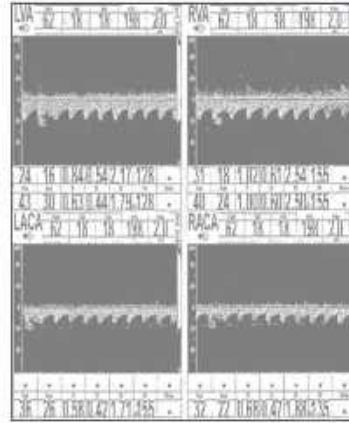
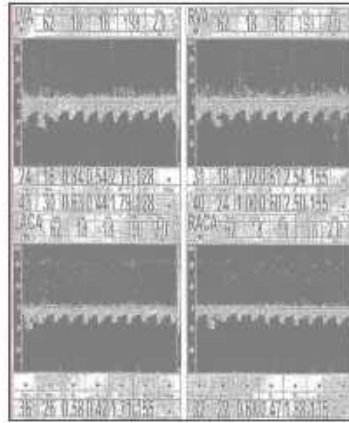
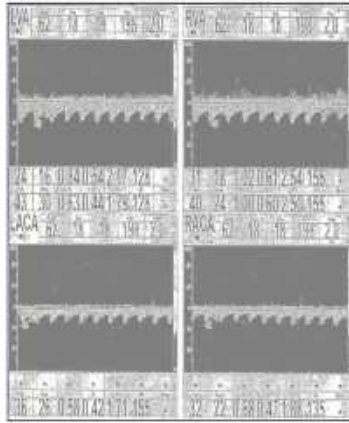
V.G.

H.J.

Depth	Peak	Mean	Flow	PI	RI	SI	SD	PI	SD
12	1.2	0.8	11	1.07	0.69	0.39	1.31	0.2	0.02
14	1.2	0.8	11	1.08	0.67	0.35	1.0	0.20	0.02
16	1.2	0.8	11	1.08	0.65	0.28	0.8	0.20	0.02
18	1.2	0.8	11	1.07	0.64	0.28	0.8	0.20	0.02
20	1.2	0.8	11	1.07	0.64	0.27	0.7	0.20	0.02
22	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
24	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
26	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
28	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
30	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
32	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
34	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
36	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
38	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
40	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
42	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
44	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
46	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
48	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
50	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
52	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
54	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
56	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
58	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
60	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
62	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
64	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
66	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
68	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
70	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
72	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
74	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
76	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
78	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
80	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
82	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
84	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
86	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
88	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
90	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
92	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
94	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
96	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
98	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
100	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02

Depth	Peak	Mean	Flow	PI	RI	SI	SD	PI	SD
12	1.2	0.8	11	1.07	0.69	0.39	1.31	0.2	0.02
14	1.2	0.8	11	1.08	0.67	0.35	1.0	0.20	0.02
16	1.2	0.8	11	1.08	0.65	0.28	0.8	0.20	0.02
18	1.2	0.8	11	1.07	0.64	0.28	0.8	0.20	0.02
20	1.2	0.8	11	1.07	0.64	0.27	0.7	0.20	0.02
22	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
24	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
26	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
28	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
30	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
32	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
34	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
36	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
38	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
40	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
42	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
44	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
46	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
48	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
50	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
52	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
54	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
56	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
58	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
60	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
62	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
64	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
66	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
68	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
70	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
72	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
74	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
76	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
78	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
80	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
82	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
84	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
86	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
88	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
90	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
92	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
94	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
96	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
98	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
100	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02

Depth	Peak	Mean	Flow	PI	RI	SI	SD	PI	SD
12	1.2	0.8	11	1.07	0.69	0.39	1.31	0.2	0.02
14	1.2	0.8	11	1.08	0.67	0.35	1.0	0.20	0.02
16	1.2	0.8	11	1.08	0.65	0.28	0.8	0.20	0.02
18	1.2	0.8	11	1.07	0.64	0.28	0.8	0.20	0.02
20	1.2	0.8	11	1.07	0.64	0.27	0.7	0.20	0.02
22	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
24	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
26	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
28	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
30	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
32	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
34	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
36	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
38	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
40	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
42	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
44	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
46	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
48	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
50	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
52	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
54	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
56	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
58	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
60	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
62	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
64	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
66	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
68	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
70	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
72	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
74	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
76	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
78	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
80	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
82	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
84	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
86	1.2	0.8	11	1.05	0.64	0.27	0.7	0.20	0.02
88	1.2	0.8	11	1.05	0.64	0.27	0.7		



When one is superimposed over the other, the results are the following:

View	Depth	Port	Mean	Dist	PI	TI	SD	SD	PP	SN
LVA	52	18	0	1.15	0.00	0.19	0.20	342	0.00	
RCA	62	18	0	0.00	0.00	0.37	0.00	0.00	0.00	
MCA	57	18	0	0.00	0.39	0.38	0.38	0.00	0.00	
LACA	52	18	0	0.37	0.00	0.00	0.19	0.00	0.00	
LACA	62	18	0	0.16	0.42	0.37	0.19	0.00	0.00	
LPCA	57	18	0	0.00	0.34	0.44	0.10	0.00	0.00	
RCA	42	18	0	0.00	0.12	0.00	0.20	0.00	0.00	
LVA	42	18	0	0.00	0.14	0.44	0.17	0.00	0.00	
RVA	42	20	0	0.00	0.00	0.40	0.20	0.00	0.00	
LVA	42	18	0	0.00	0.00	0.44	0.19	0.00	0.00	
RA	75	40	27	0.19	0.00	0.00	0.00	0.00	0.00	
vmr	52	18	0	0.00	0.19	0.00	0.40	0.00	0.00	
vmr	52	18	0	0.00	0.14	0.00	0.15	0.00	0.00	
vmr	52	18	0	0.12	0.48	0.10	0.14	0.00	0.00	
vmr	52	18	0	0.28	0.42	0.40	0.19	0.00	0.00	



Such a match is impossible. Yet, the Defendants had numerous such matches.

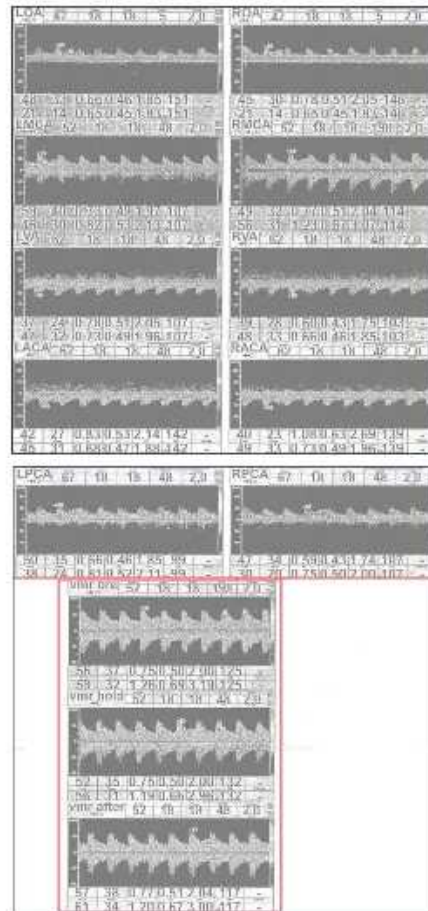
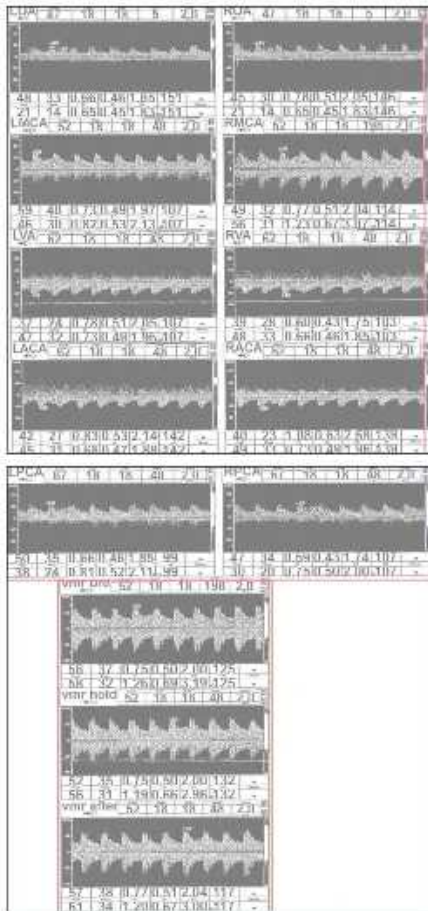
167. Allstate received purported TCD testing reports mailed by or on behalf of the Unlicensed Defendant Wizard as to patient J.A., claim number 0650522055, for date of service November 18, 2021; and provider Defendant Pitch as to patient S.R., claim number 0658817887, for date of service April 12, 2022. As shown below, the “TCD Exam Data” for these two patients – patient J.A. (left) and patient S.R. (right) – are identical:

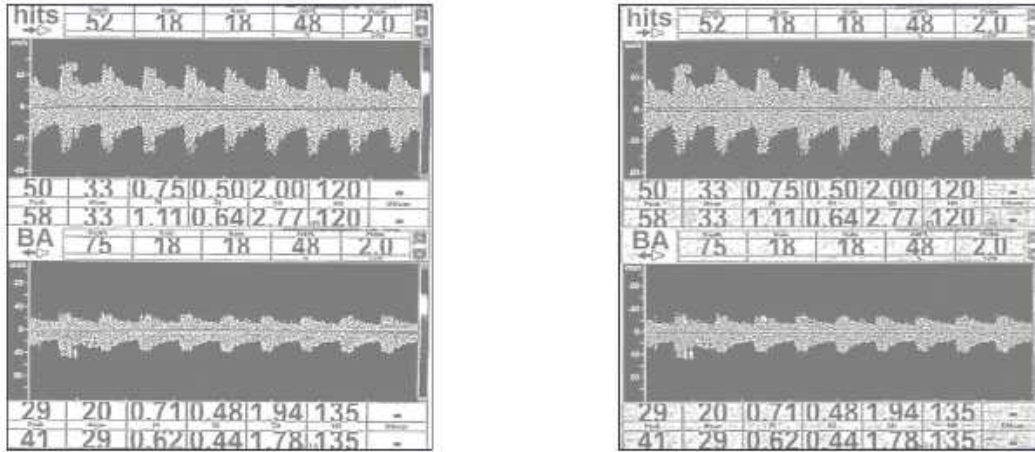
J.A.

Vessel	Depth	Peak	Mean	Diss	PI	RI	SBI	SID	HR	DIR
RMCA	52	45	31	24	0.77	0.51	0.58	2.04	114	Toward
RMCA	62	48	33	25	0.73	0.49	0.48	1.96	139	Reverse
RPCA	67	47	34	27	0.59	0.43	0.35	1.74	107	Toward
LMCA	52	59	40	30	0.73	0.49	0.57	1.97	107	Toward
LACA	62	45	31	24	0.68	0.47	0.18	1.88	142	Reverse
LPCA	67	50	35	27	0.65	0.46	0.04	1.85	93	Toward
ROA	47	45	30	22	0.78	0.51	0.55	2.05	146	Toward
LOA	47	48	33	26	0.65	0.46	0.10	1.85	151	Toward
RVA	62	48	33	26	0.65	0.46	0.44	1.85	103	Reverse
LVA	62	47	31	24	0.73	0.49	0.23	1.96	107	Reverse
BA	75	41	29	23	0.82	0.44	0.18	1.78	135	Reverse
vms pre	52	56	37	28	0.75	0.50	0.85	2.00	125	Toward
vms hold	52	52	35	26	0.75	0.50	0.57	2.00	132	Toward
vms after	52	57	38	28	0.77	0.51	0.08	2.04	117	Toward
bin	52	50	33	25	0.75	0.50	0.49	2.00	133	Toward

S.R.

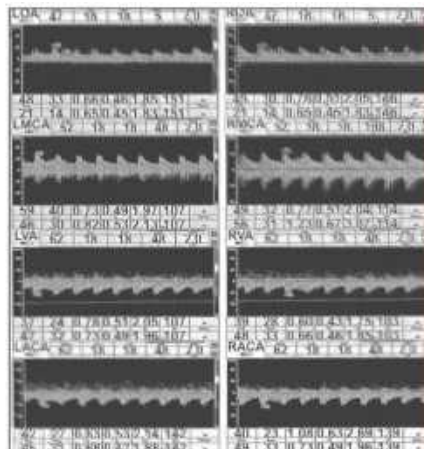
Vessel	Depth	Peak	Mean	Diss	PI	RI	SBI	SID	HR	DIR
RMCA	52	49	31	24	0.77	0.51	0.58	2.04	114	Toward
RMCA	62	49	33	25	0.73	0.49	0.48	1.96	139	Reverse
RPCA	67	47	34	27	0.59	0.43	0.35	1.74	107	Toward
LMCA	52	59	40	30	0.73	0.49	0.57	1.97	107	Toward
LACA	62	45	31	24	0.68	0.47	0.18	1.88	142	Reverse
LPCA	67	50	35	27	0.65	0.46	0.04	1.85	93	Toward
ROA	47	45	30	22	0.78	0.51	0.55	2.05	146	Toward
LOA	47	48	33	26	0.65	0.46	0.10	1.85	151	Toward
RVA	62	48	33	26	0.65	0.46	0.44	1.85	103	Reverse
LVA	62	47	31	24	0.73	0.49	0.23	1.96	107	Reverse
BA	75	41	29	23	0.82	0.44	0.18	1.78	135	Reverse
vms pre	52	56	37	28	0.75	0.50	0.85	2.00	125	Toward
vms hold	52	51	34	26	0.75	0.50	0.57	2.00	132	Toward
vms after	52	57	38	28	0.77	0.51	0.08	2.04	117	Toward
bin	52	50	33	25	0.75	0.50	0.49	2.00	133	Toward

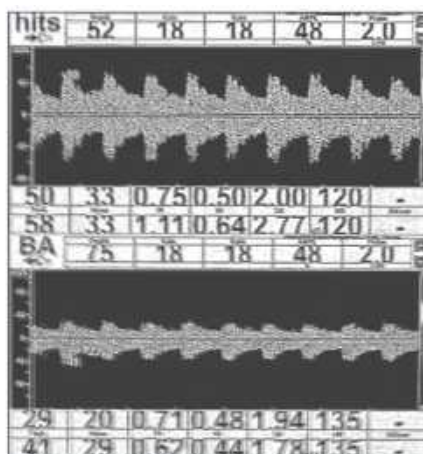




When one is superimposed over the other, the results are the following:

Vessel	Depth	Peak	Mean	Class	PI	RI	SBI	S/D	HR	DIR
RMCA	52	49	32	24	0.77	0.51	0.58	2.04	114	Toward
RLCA	62	49	33	25	0.73	0.49	0.48	1.96	139	Reverse
RPCA	67	47	34	27	0.59	0.43	0.35	1.74	107	Toward
LMCA	52	39	40	30	0.73	0.49	0.57	1.97	107	Toward
LACA	62	45	31	24	0.68	0.47	0.18	1.88	142	Reverse
LPCA	67	50	35	27	0.66	0.46	0.04	1.85	99	Toward
ROA	47	45	30	22	0.78	0.51	0.59	2.05	146	Toward
LOA	47	48	33	26	0.66	0.46	0.10	1.85	151	Toward
RVA	62	48	33	26	0.66	0.46	0.44	1.85	103	Reverse
LVA	62	47	32	24	0.73	0.49	0.22	1.96	107	Reverse
BA	75	41	29	23	0.62	0.44	0.08	1.78	135	Reverse
very pr	52	36	37	28	0.75	0.50	0.05	2.00	125	Toward
very hold	52	52	35	26	0.75	0.50	0.57	2.00	132	Toward
very after	52	37	38	28	0.77	0.51	0.08	2.04	117	Toward
bin	52	50	33	25	0.75	0.50	0.49	2.00	120	Toward





Such a match is impossible. Yet, the Defendants had numerous such matches.

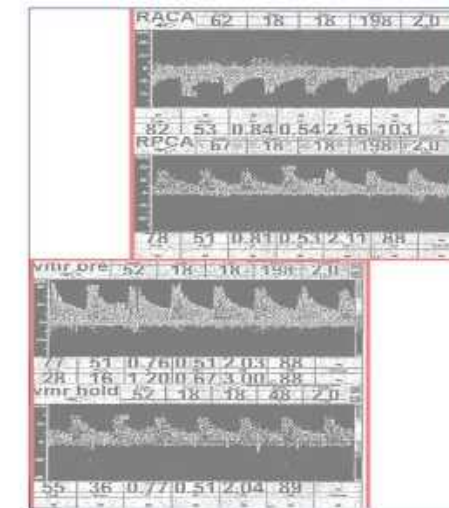
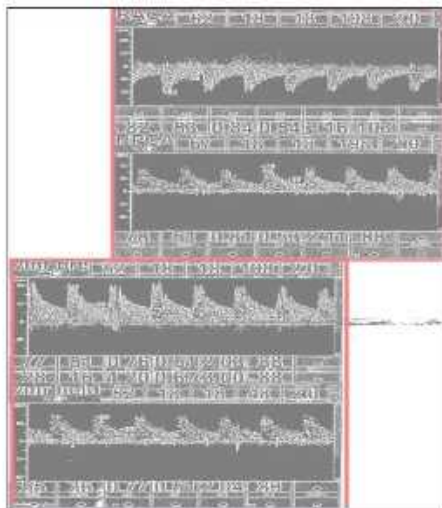
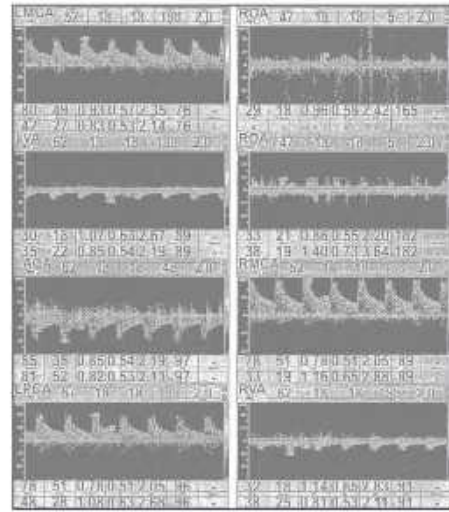
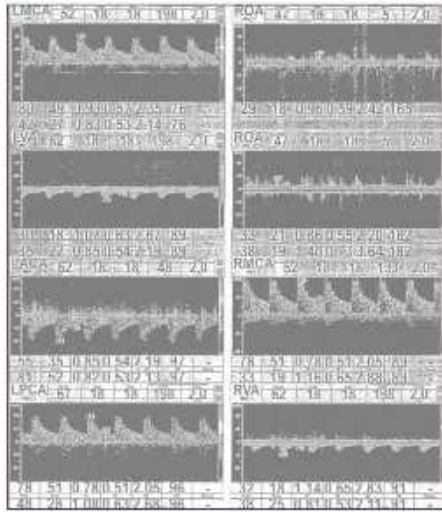
168. Allstate received purported TCD testing reports mailed by or on behalf of the provider Defendant Direct Med as to patient J.M., claim number 0611789744, for date of service March 11, 2021; and provider Defendant Sanitas as to patient D.Z., claim number 0652910654, for date of service January 12, 2022. As shown below, the “TCD Exam Data” for these two patients – patient J.M. (left) and patient D.Z. (right) – are identical:

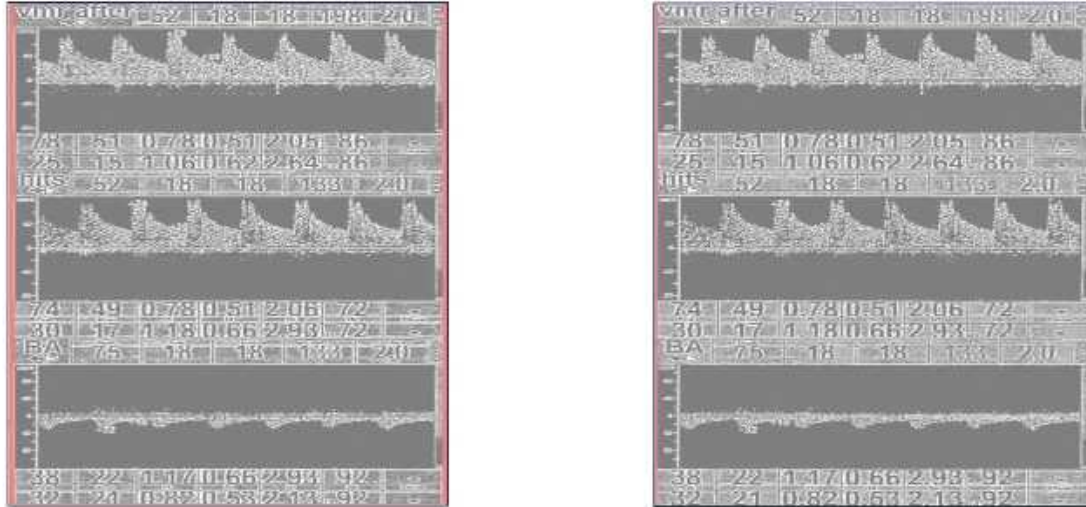
J.M.

D.Z.

Vessel	Depth	Peak	Mean	Dias	PI	RI	SBI	SD	HR	DIR
RMCA	32	78	51	38	0.78	0.51	0.70	2.05	89	Toward
RACA	62	82	53	38	0.84	0.54	0.17	2.18	105	Reverse
RFCA	67	76	51	37	0.81	0.53	0.13	2.11	88	Toward
LMCA	52	80	49	34	0.95	0.57	0.09	2.35	76	Toward
LACA	62	81	52	38	0.82	0.53	0.59	2.13	97	Reverse
LPCA	67	78	51	38	0.78	0.51	0.51	2.05	96	Toward
ROA	47	33	21	15	0.86	0.55	0.59	2.20	182	Toward
RQA	47	29	18	12	0.96	0.59	0.40	2.42	165	Toward
RVA	62	38	23	18	0.81	0.53	0.61	2.11	91	Reverse
LVA	62	35	22	16	0.85	0.54	0.38	2.19	89	Reverse
BA	75	32	21	15	0.82	0.53	0.05	2.13	92	Reverse
vmr pre	52	77	51	38	0.76	0.51	0.36	2.03	88	Toward
vmr hold	52	55	36	27	0.77	0.51	0.53	2.04	89	Toward
vmr after	52	78	51	38	0.78	0.51	0.11	2.05	88	Toward
hts	52	74	49	36	0.78	0.51	0.07	2.06	72	Toward

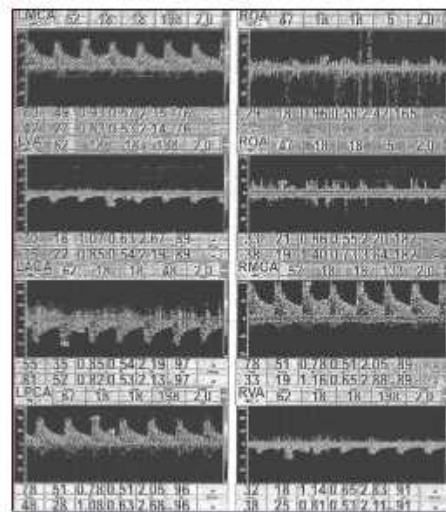
Vessel	Depth	Peak	Mean	Dias	PI	RI	SBI	SD	HR	DIR
RMCA	32	78	51	38	0.78	0.51	0.70	2.05	89	Toward
RACA	62	82	53	38	0.84	0.54	0.17	2.18	105	Reverse
RFCA	67	76	51	37	0.81	0.53	0.15	2.11	88	Toward
LMCA	52	80	49	34	0.95	0.57	0.03	2.35	76	Toward
LACA	62	81	52	38	0.82	0.53	0.59	2.13	97	Reverse
LPCA	67	78	51	38	0.78	0.51	0.51	2.05	96	Toward
ROA	47	33	21	15	0.86	0.55	0.59	2.20	182	Toward
RQA	47	29	18	12	0.96	0.59	0.40	2.42	165	Toward
RVA	62	38	23	18	0.81	0.53	0.61	2.11	91	Reverse
LVA	62	35	22	16	0.85	0.54	0.38	2.19	89	Reverse
BA	75	32	21	15	0.82	0.53	0.03	2.13	92	Reverse
vmr pre	52	77	51	38	0.76	0.51	0.36	2.03	88	Toward
vmr hold	52	55	36	27	0.77	0.51	0.33	2.04	89	Toward
vmr after	52	78	51	38	0.78	0.51	0.11	2.05	88	Toward
hts	52	74	49	36	0.78	0.51	0.07	2.06	72	Toward

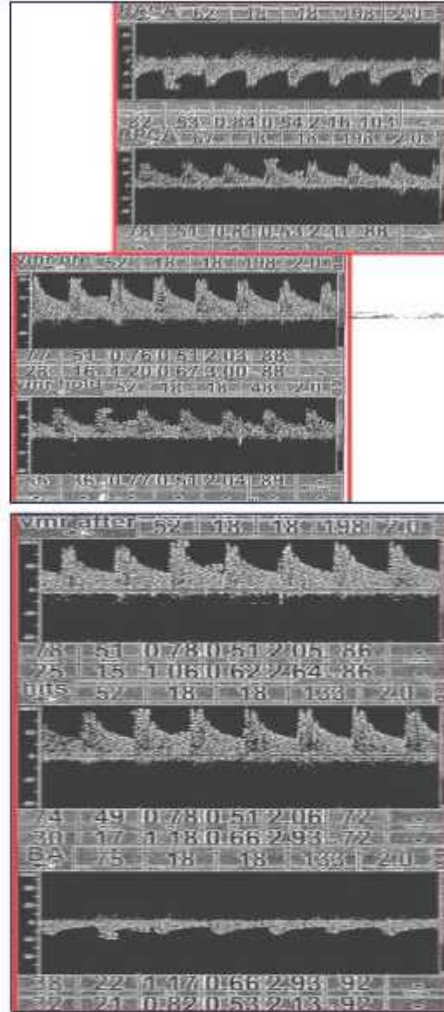




When one is superimposed over the other, the results are the following:

Vessel	Depth	Peak	Mean	Dias	PI	RI	SBI	SD	HR	DIR
RMCA	52	78	51	38	0.78	0.51	0.70	2.05	89	Toward
RACA	62	82	53	38	0.84	0.54	0.17	2.16	103	Reverse
RPCA	67	78	51	37	0.81	0.53	0.13	2.11	88	Toward
LMCA	52	80	49	34	0.93	0.57	0.03	2.35	76	Toward
LACA	62	81	52	38	0.82	0.53	0.39	2.13	97	Reverse
LPCA	67	78	51	38	0.78	0.51	0.51	2.05	96	Toward
ROA	47	33	21	15	0.86	0.55	0.59	2.20	182	Toward
ROA	47	29	18	12	0.96	0.59	0.40	2.42	165	Toward
RVA	62	38	25	18	0.81	0.53	0.61	2.11	91	Reverse
LVA	62	35	22	16	0.85	0.54	0.38	2.19	89	Reverse
BA	75	32	21	15	0.82	0.53	0.03	2.13	92	Reverse
vint pre	52	77	51	38	0.76	0.51	0.36	2.03	88	Toward
vint hold	52	55	36	27	0.77	0.51	0.33	2.04	89	Toward
vint after	52	78	51	38	0.78	0.51	0.11	2.05	86	Toward
Vin	51	74	49	36	0.78	0.51	0.07	2.06	72	Toward





Such a match is impossible. Yet, the Defendants had numerous such matches.

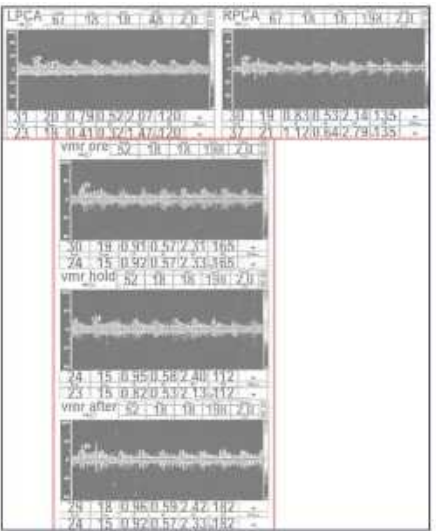
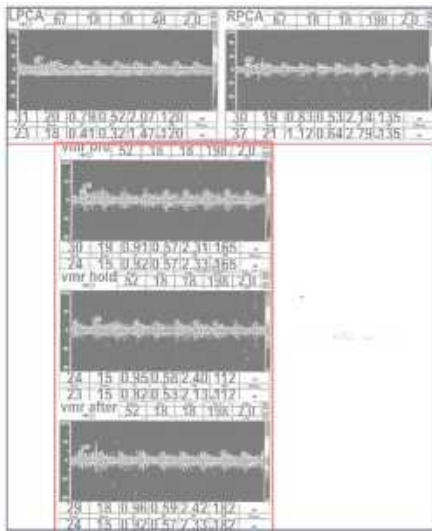
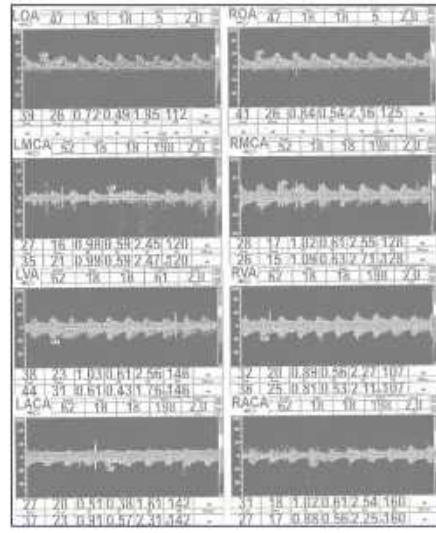
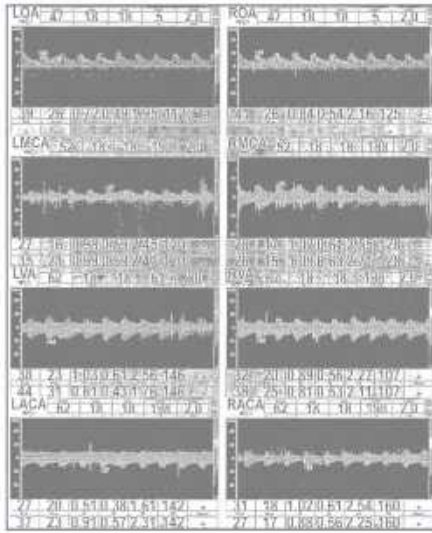
169. Allstate received purported TCD testing reports mailed by or on behalf of a non-party provider as to patient N.G., claim number 0644031049, for date of service October 12, 2021; and provider Defendant Green Power New York as to patient O.W., claim number 0648173466, for date of service December 7, 2021. As shown below, the “TCD Exam Data” for these two patients – patient N.G. (left) and patient O.W. (right) – are identical:

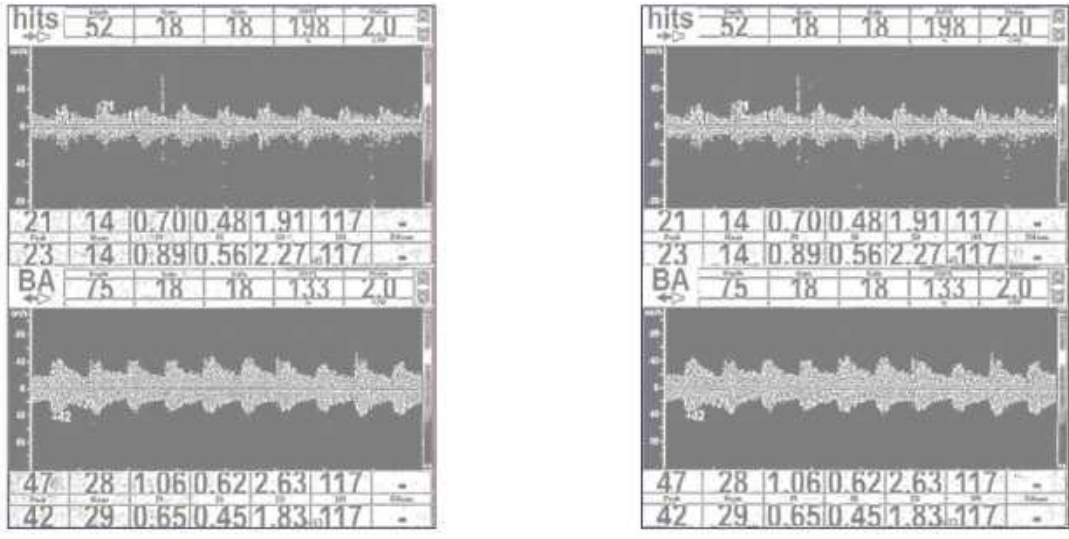
N.G.

O.W.

Vessel	Depth	Peak	Mean	Dist	PI	FI	SBL	SD	HR	DR
RMCA	52	28	17	11	0.88	0.61	0.65	2.55	128	Toward
RACA	62	27	17	12	0.88	0.56	0.52	2.25	100	Reverse
RPCA	67	30	18	14	0.83	0.53	0.51	2.14	135	Toward
LMCA	52	27	16	11	0.98	0.59	0.58	2.45	120	Toward
LACA	62	27	15	10	0.91	0.57	0.55	2.51	142	Reverse
LPCA	67	31	20	15	0.79	0.52	0.49	2.87	116	Toward
ROA	47	41	24	18	0.84	0.54	0.07	2.15	125	Toward
LOA	47	39	26	20	0.72	0.49	0.07	1.55	112	Toward
RVA	62	38	25	18	0.81	0.55	0.54	2.11	107	Reverse
LVA	62	44	31	25	0.61	0.49	0.51	1.76	146	Reverse
BA	75	43	33	25	0.85	0.45	0.65	1.81	117	Reverse
vnr pre	52	30	19	13	0.91	0.57	0.25	2.31	162	Toward
vnr hold	52	24	15	10	0.55	0.55	0.50	2.48	112	Toward
vnr after	52	25	18	12	0.96	0.59	0.86	2.41	182	Toward
bn	52	31	14	11	0.70	0.48	0.59	1.91	117	Toward

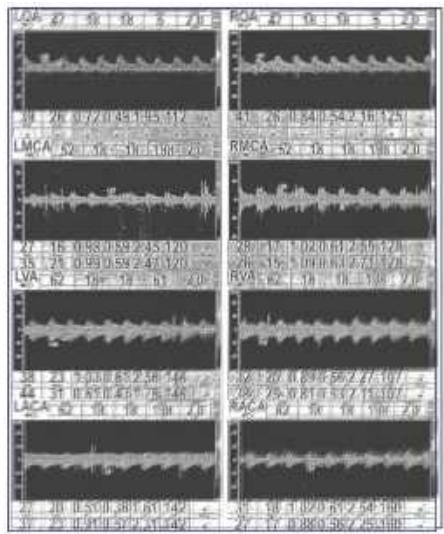
Vessel	Depth	Peak	Mean	Dist	PI	FI	SBL	SD	HR	DR
RMCA	52	28	17	11	0.88	0.61	0.65	2.55	128	Toward
RACA	62	27	17	12	0.88	0.55	0.52	2.25	100	Reverse
RPCA	67	30	18	14	0.83	0.53	0.51	2.14	135	Toward
LMCA	52	27	16	11	0.98	0.59	0.58	2.45	120	Toward
LACA	62	27	15	10	0.91	0.57	0.55	2.51	142	Reverse
LPCA	67	31	20	15	0.79	0.52	0.49	2.87	116	Toward
ROA	47	41	24	18	0.84	0.54	0.07	2.15	125	Toward
LOA	47	39	26	20	0.72	0.49	0.07	1.55	112	Toward
RVA	62	38	25	18	0.81	0.55	0.54	2.11	107	Reverse
LVA	62	44	31	25	0.61	0.49	0.51	1.76	146	Reverse
BA	75	43	33	25	0.85	0.45	0.65	1.85	117	Reverse
vnr pre	52	30	19	13	0.91	0.57	0.25	2.31	162	Toward
vnr hold	52	24	15	10	0.55	0.55	0.50	2.48	112	Toward
vnr after	52	25	18	12	0.96	0.59	0.86	2.41	182	Toward
bn	52	31	14	11	0.70	0.48	0.59	1.91	117	Toward

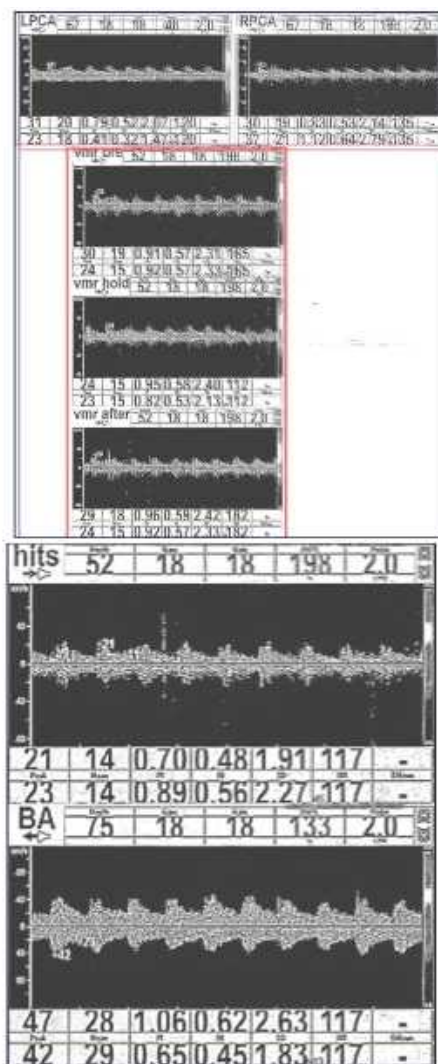




When one is superimposed over the other, the results are the following:

Vessel	Depth	Peak	Mean	Clap	PI	FF	SBL	SD	HR	DR
RMCA	52	20	17	11	1.00	0.61	0.06	2.0	120	Toward
RMCA	48	27	17	10	0.88	0.56	0.05	2.0	109	Reverse
RPCA	67	30	19	10	0.93	0.63	0.05	2.14	133	Toward
LMCA	50	27	19	11	0.90	0.58	0.05	2.45	130	Toward
LACA	40	27	23	18	0.81	0.57	0.05	2.31	140	Reverse
LMCA	67	31	20	19	0.79	0.52	0.04	2.07	130	Toward
BCA	47	41	26	19	0.84	0.54	0.07	2.16	125	Toward
LCA	48	38	26	20	0.72	0.48	0.07	1.90	112	Toward
RCA	40	38	23	18	0.81	0.53	0.04	2.11	107	Reverse
LRCA	60	44	31	23	0.61	0.40	0.03	1.76	146	Reverse
BA	75	42	29	23	0.65	0.45	0.06	1.83	117	Reverse
unrec	50	34	19	11	0.91	0.57	0.05	2.31	103	Toward
unrec	50	34	15	10	0.95	0.58	0.03	2.40	102	Toward
unrec	50	29	18	12	0.86	0.56	0.04	2.42	102	Toward
unrec	50	31	14	11	0.78	0.40	0.06	1.91	117	Toward





Such a match is impossible. Yet, the Defendants had numerous such matches.

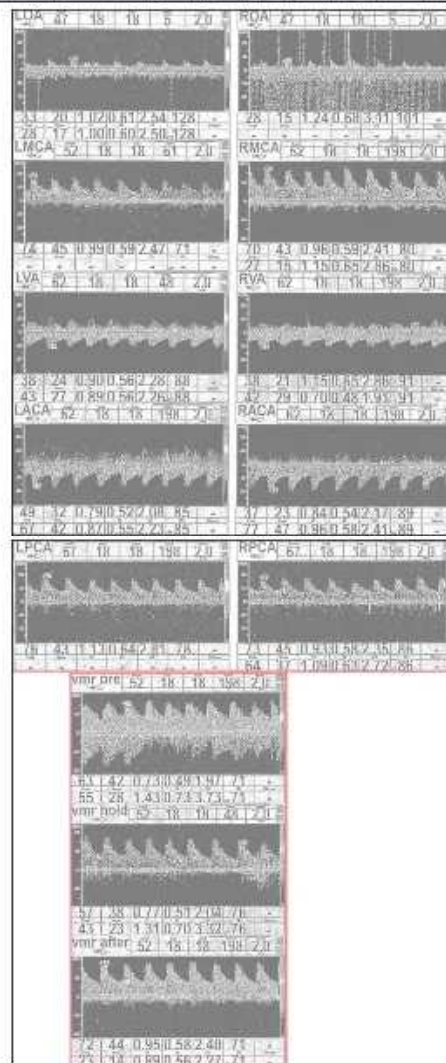
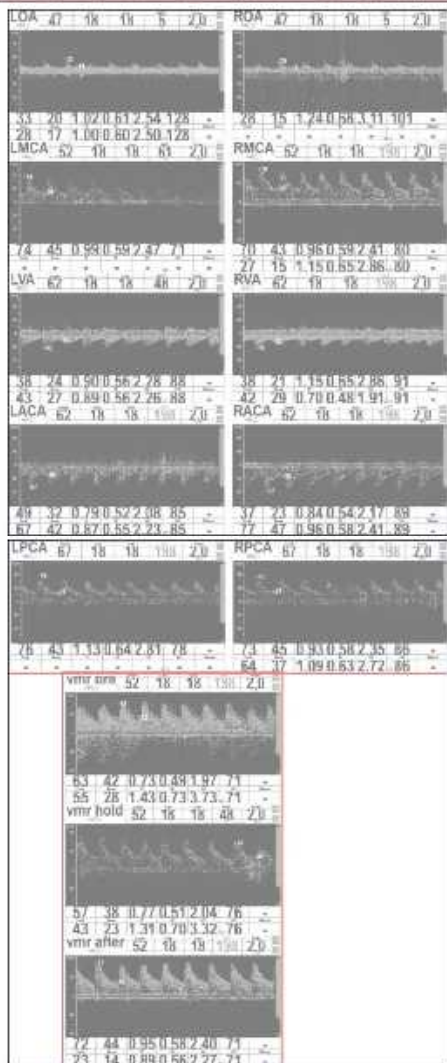
170. Allstate received purported TCD testing reports mailed by or on behalf of the provider Defendant Chai as to patient K.R., claim number 0695121434, for date of service December 21, 2022; and non-party ASM Diagnostic, Inc. as to patient L.M., claim number 0673437695, for date of service November 15, 2022; and. As shown below, the “TCD Exam Data” for these two patients – patient L.M. (left) and patient K.R. (right) – are identical:

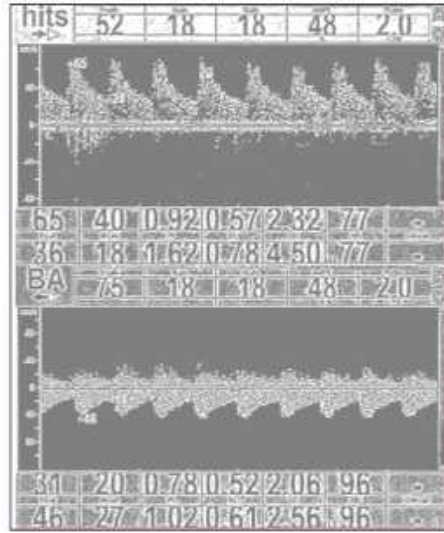
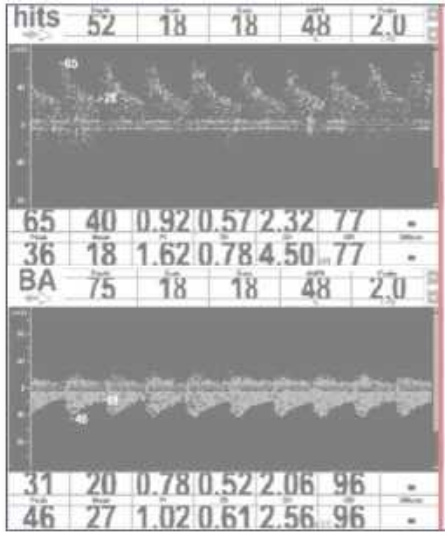
L.M.

K.R.

Vessel	Depth	Peak	Mean	Dist	PI	RI	SB	SD	HR	DIR
BBCA	52	70	42	29	0.98	0.99	0.32	2.41	80	Toward
BACA	62	77	47	32	0.98	0.98	0.04	2.41	89	Reverse
BPCA	67	73	43	31	0.97	0.98	0.57	2.31	89	Toward
LMCA	52	74	45	30	0.98	0.99	0.41	2.47	71	Toward
LACA	62	67	42	30	0.87	0.95	0.07	2.23	88	Reverse
LPCA	67	75	43	27	1.13	0.64	0.03	2.81	79	Toward
ROA	47	28	15	9	1.24	0.68	0.00	3.11	103	Toward
LDA	47	33	20	13	1.02	0.61	0.33	2.94	128	Toward
RVA	62	42	29	22	0.71	0.40	0.47	1.91	91	Reverse
LVA	62	43	27	19	0.88	0.56	0.45	2.56	89	Reverse
BA	75	45	27	18	1.02	0.61	0.25	2.94	99	Reverse
vmr pre	52	63	42	32	0.73	0.60	0.23	1.97	71	Toward
vmr hold	52	57	38	28	0.77	0.51	0.11	2.04	76	Toward
vmr after	52	72	44	30	0.95	0.98	0.21	2.49	71	Toward
vmr	52	65	40	28	0.92	0.97	0.34	2.11	71	Toward

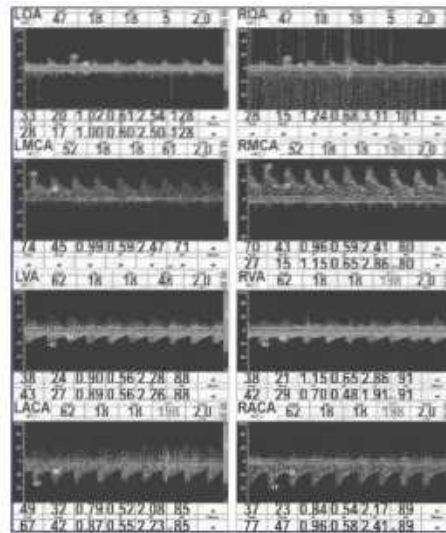
Vessel	Depth	Peak	Mean	Dist	PI	RI	SB	SD	HR	DIR
BBCA	52	70	43	29	0.98	0.99	0.32	2.41	80	Toward
BACA	62	77	47	32	0.98	0.98	0.04	2.41	89	Reverse
BPCA	67	73	43	31	0.93	0.98	0.29	2.35	86	Toward
LMCA	52	76	45	30	0.98	0.99	0.41	2.47	71	Toward
LACA	62	67	42	30	0.87	0.95	0.07	2.23	88	Reverse
LPCA	67	76	43	27	1.13	0.64	0.03	2.81	79	Toward
ROA	47	28	15	9	1.24	0.68	0.00	3.11	103	Toward
LDA	47	33	20	13	1.02	0.61	0.33	2.94	128	Toward
RVA	62	42	29	22	0.71	0.40	0.47	1.91	91	Reverse
LVA	62	43	27	19	0.88	0.56	0.45	2.56	89	Reverse
BA	75	45	27	18	1.02	0.61	0.25	2.94	99	Reverse
vmr pre	52	63	42	32	0.73	0.60	0.23	1.97	71	Toward
vmr hold	52	57	38	28	0.77	0.51	0.11	2.04	76	Toward
vmr after	52	72	44	30	0.95	0.98	0.21	2.49	71	Toward
vmr	52	65	40	28	0.92	0.97	0.34	2.11	71	Toward

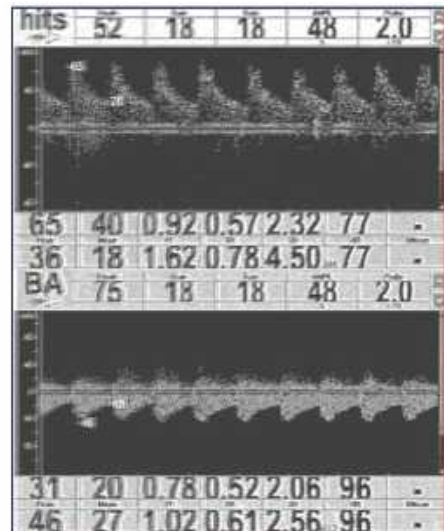
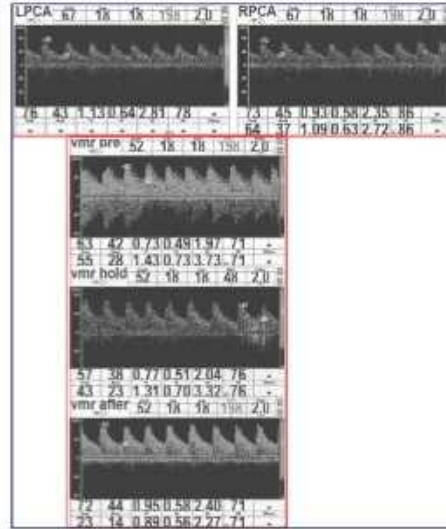




When one is superimposed over the other, the results are the following:

Vessel	Depth	Peak	Mean	Dist	PI	RI	SBI	SD	HR	DIR
RMCA	52	70	43	29	0.96	0.59	0.52	2.41	88	Toward
RACA	62	77	47	32	0.96	0.58	0.89	2.41	89	Reverse
RPCA	67	73	45	31	0.97	0.58	0.57	2.35	86	Toward
LMCA	52	74	45	30	0.99	0.59	0.41	2.47	71	Toward
LACA	62	67	42	30	0.87	0.55	0.87	2.23	85	Reverse
LPCA	67	76	43	27	1.13	0.64	0.49	2.81	78	Toward
RDA	47	28	15	9	1.24	0.68	0.61	3.11	101	Toward
LOA	47	33	20	15	1.02	0.61	0.55	2.54	128	Toward
RVA	62	42	29	22	0.70	0.48	0.47	1.91	91	Reverse
LVA	62	43	27	19	0.80	0.56	0.43	2.26	88	Reverse
BA	75	46	27	18	1.02	0.61	0.25	2.56	96	Reverse
vms pre	52	63	42	32	0.73	0.49	0.23	1.87	71	Toward
vms hold	52	57	38	28	0.77	0.51	0.18	2.04	76	Toward
vms after	52	72	44	31	0.95	0.59	0.28	2.46	71	Toward
im	52	65	40	28	0.92	0.57	0.34	2.32	77	Toward





Such a match is impossible. Yet, the Defendants had numerous such matches.

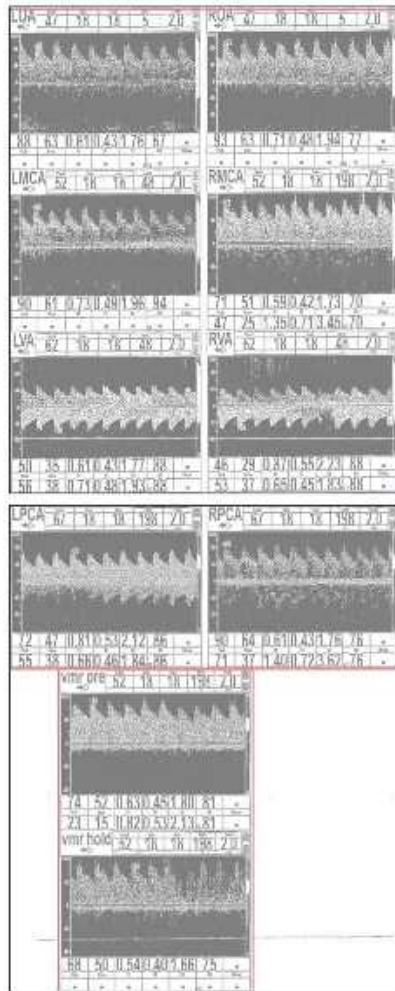
171. Allstate received purported TCD testing reports mailed by or on behalf of the provider Defendant Pitch as to patient N.G., claim number 0669365157, for date of service April 18, 2022; and non-party Daniel Shapiro MD as to patient O.M., claim number 0614806313, for date of service February 19, 2021. As shown below, the “TCD Exam Data” for these two patients – patient N.G.A. (left) and patient O.M. (right) – are identical:

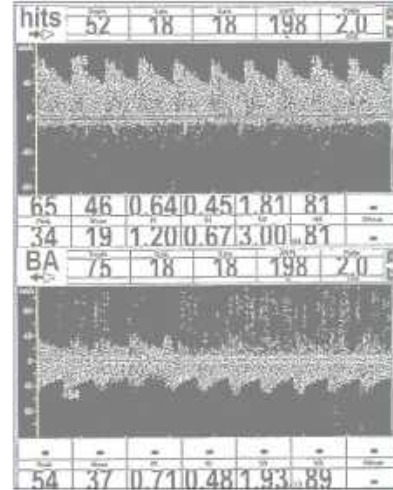
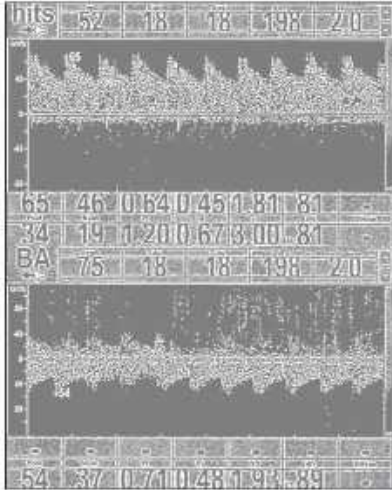
N.G.A.

Vessel	Depth	Peak	Mean	Dist	PI	RI	SB	SD	HR	DIR
RACA	52	71	51	41	0.59	0.42	0.04	1.75	70	Toward
RACA	62	82	61	51	0.57	0.33	0.15	1.61	91	Reverse
RACA	67	90	64	51	0.61	0.45	0.31	1.35	76	Toward
LMCA	52	89	51	45	0.73	0.49	0.15	1.95	84	Toward
LaCA	62	79	58	47	0.55	0.41	0.22	1.68	101	Reverse
LPCA	67	72	47	34	0.81	0.55	0.44	2.12	85	Toward
ROA	47	35	63	48	0.71	0.48	0.42	1.54	77	Toward
LOA	47	88	63	59	0.61	0.45	0.17	1.75	67	Toward
RVA	62	53	37	29	0.65	0.45	0.13	1.83	89	Reverse
LVA	62	55	38	29	0.71	0.48	0.19	1.65	83	Reverse
BA	75	54	37	23	0.71	0.46	0.33	1.53	89	Reverse
vrare	52	74	52	41	0.63	0.45	0.14	1.83	81	Toward
vr hold	52	68	59	41	0.54	0.41	0.11	1.65	75	Toward
vr after	52	75	53	42	0.62	0.44	0.13	1.79	74	Toward
ns	52	65	46	35	0.64	0.45	0.11	1.81	81	Toward

O.M.

Vessel	Depth	Peak	Mean	Dist	PI	RI	SB	SD	HR	DIR
RACA	52	71	51	41	0.59	0.42	0.04	1.75	70	Toward
LaCA	62	82	61	51	0.57	0.33	0.15	1.61	91	Reverse
RPCA	67	90	64	51	0.61	0.42	0.31	1.76	76	Toward
LMCA	52	89	51	45	0.73	0.49	0.05	1.96	84	Toward
LACA	62	79	58	47	0.55	0.41	0.22	1.68	101	Reverse
LPCA	67	72	47	34	0.81	0.53	0.44	2.12	86	Toward
ROA	47	35	63	48	0.71	0.48	0.42	1.54	77	Toward
LOA	47	88	63	59	0.61	0.43	0.17	1.76	67	Toward
LVA	62	53	37	29	0.65	0.45	0.13	1.83	88	Reverse
LVA	62	55	38	29	0.71	0.48	0.19	1.65	88	Reverse
BA	75	54	37	23	0.71	0.46	0.33	1.53	88	Reverse
vrare	52	74	52	41	0.63	0.45	0.14	1.80	81	Toward
vr hold	52	68	59	41	0.54	0.40	0.01	1.66	75	Toward
vr after	52	75	53	42	0.62	0.44	0.13	1.79	74	Toward
ns	52	65	46	35	0.64	0.45	0.11	1.81	81	Toward

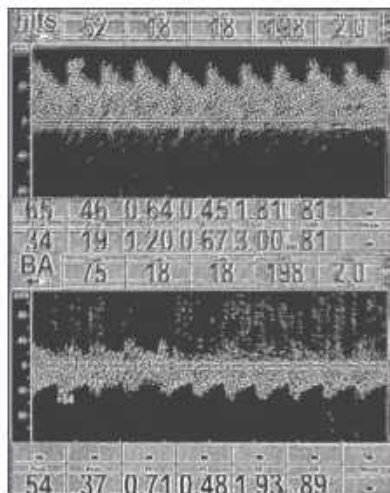
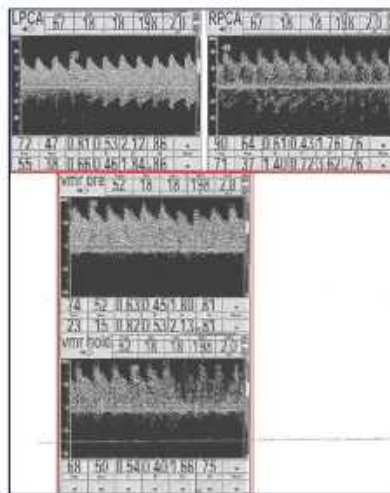




When one is superimposed over the other, the results are the following:

Vessel	Depth	Peak	Mean	Dist	PI	RI	SD	SD	MS	DR
PACA	52	18	18	46	0.59	0.42	0.94	1.77	70	Towed
PACA	62	66	52	52	0.51	0.38	0.35	1.01	91	Revised
PACA	67	60	64	52	0.65	0.47	0.51	1.76	75	Towed
LACA	52	80	61	46	0.75	0.66	0.09	1.94	74	Towed
LACA	62	70	59	47	0.55	0.41	0.22	1.80	100	Revised
LACA	67	72	47	34	0.61	0.51	0.44	2.11	85	Towed
RCA	47	62	62	48	0.71	0.48	0.42	1.94	77	Towed
LDA	47	80	60	50	0.61	0.40	0.57	1.76	67	Towed
PVA	62	52	37	59	0.67	0.45	0.28	1.83	88	Revised
LVA	62	60	68	50	0.71	0.48	0.09	1.91	88	Revised
BA	75	64	37	38	0.71	0.48	0.38	1.93	89	Revised
unrec	52	74	52	46	0.67	0.45	0.14	1.80	81	Towed
unrec	52	68	59	41	0.54	0.40	0.01	1.66	75	Towed
unrec	52	75	62	42	0.62	0.44	0.11	1.79	74	Towed
unrec	52	62	45	35	0.64	0.45	0.41	1.81	81	Towed

51	35	0.61	0.43	1.77	80	-	46	29	0.87	0.55	2.21	88	-
56	38	0.71	0.48	1.93	89	-	51	37	0.65	0.45	1.83	88	-



Such a match is impossible. Yet, the Defendants had numerous such matches.

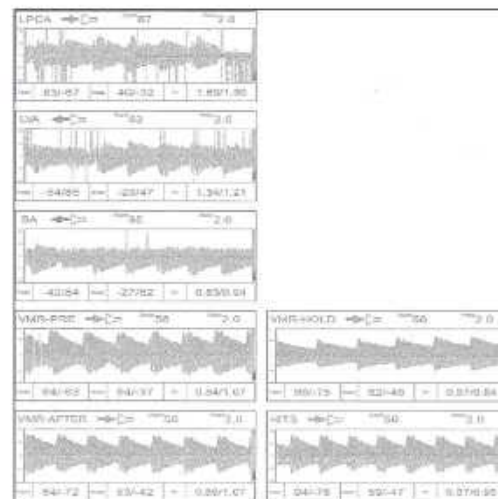
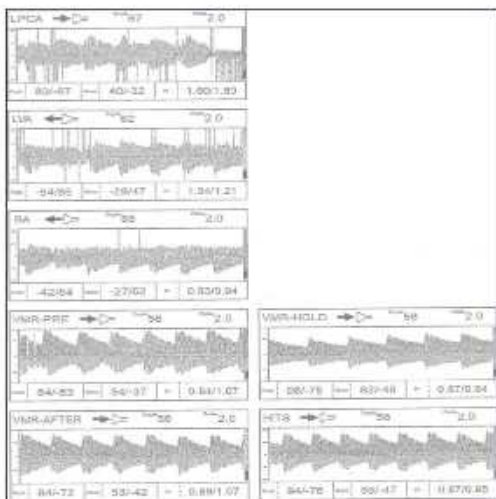
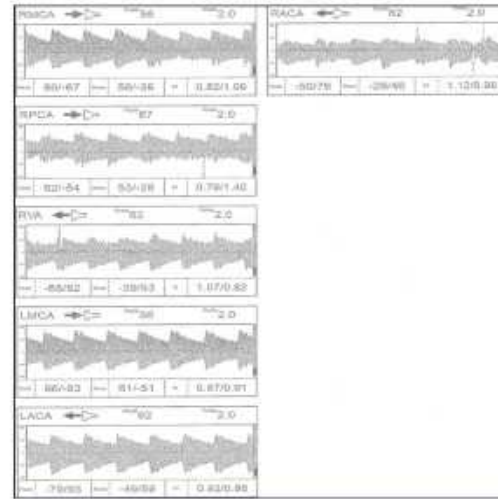
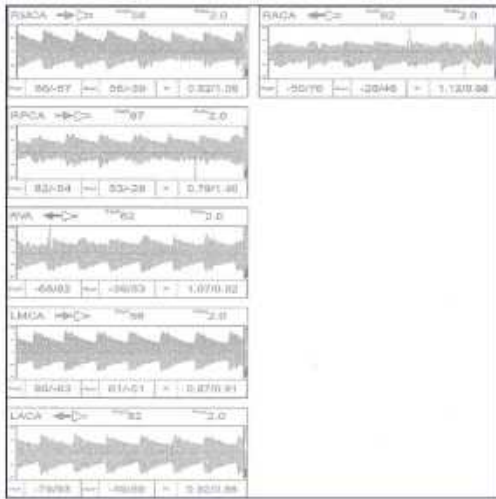
172. Allstate received purported TCD testing reports mailed by or on behalf of the provider Defendant 334 Grand as to patient J.H., claim number 0698420379, for date of service January 23, 2023; and a non-party provider as to patient M.O., claim number 0643603392, for date of service October 13, 2021. As shown below, the “TCD Exam Data” for these two patients – patient J.H. (left) and patient M.O. (right) – are identical:

J.H.

M.O.

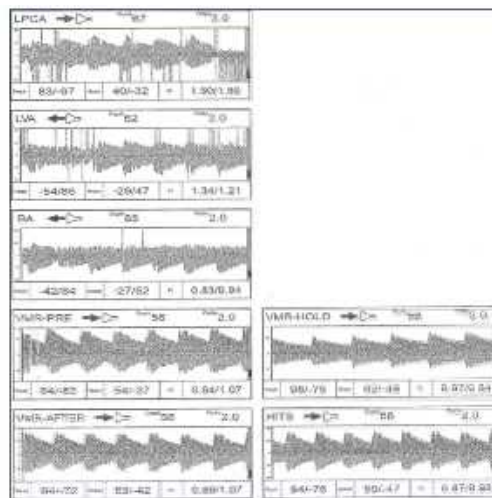
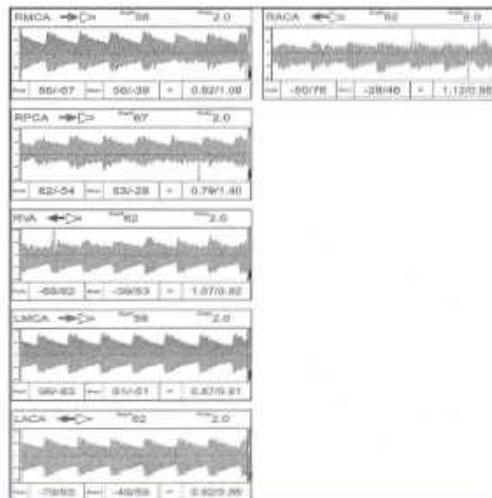
Year	Dyph	Feb	Mar	Apr	PI	RE	SR	LD	RR	U
RACA	56	86	16	43	0.02	0.03	0.05	2.11	72	-
	47	88	24	1.28	0.03	0.03	2.72	63	-	
RCA	62	-10	-28	-18	1.13	0.04	0.01	2.79	66	-
	76	46	21	0.08	0.03	0.07	2.48	66	-	
RPA	67	62	53	33	0.19	0.03	0.01	2.07	62	-
	54	-28	-25	2.00	0.02	0.04	1.67	66	-	
LACA	58	16	63	43	0.47	0.03	0.02	2.20	68	-
	43	-21	-26	0.03	0.02	0.01	2.33	68	-	
LCA	62	-19	-49	-54	0.02	0.07	0.02	2.20	68	-
	51	58	42	0.05	0.05	0.02	2.03	68	-	
RRA	62	48	-21	-21	1.27	0.03	0.02	1.67	71	-
	42	53	33	0.02	0.03	0.02	1.22	71	-	
RPA	67	68	42	19	1.09	0.05	0.01	0.40	72	-
	47	-21	-25	1.00	0.07	0.02	0.46	71	-	
RA	62	54	-21	-16	1.24	0.01	0.02	1.41	73	-
	63	47	23	1.31	0.07	0.02	1.03	73	-	
RA	65	42	-17	-00	0.03	0.05	0.48	1.14	147	-
	64	52	39	0.94	0.06	0.01	1.37	59	-	
HTL	62	34	33	42	0.07	0.05	0.02	2.22	72	-
	71	-47	-33	0.05	0.08	0.02	2.20	72	-	
VMR-PRE	58	64	-13	37	0.00	0.04	0.01	2.27	73	-
	72	-45	-27	1.07	0.03	0.01	0.60	73	-	
VMR-HOLD	58	68	12	45	0.07	0.05	0.11	2.23	44	-
	75	-48	-35	0.04	0.04	0.01	1.00	73	-	
VMR-RE	58	64	34	39	0.00	0.04	0.01	2.07	73	-
	63	37	-26	1.07	0.03	0.07	2.47	73	-	

Year	Dyph	Feb	Mar	Apr	PI	RE	SR	LD	RR	U
RACA	56	86	16	43	0.02	0.03	0.05	2.11	72	-
	47	88	24	1.28	0.03	0.03	2.72	63	-	
RCA	62	-10	-28	-18	1.13	0.04	0.01	2.79	66	-
	76	46	21	0.08	0.03	0.07	2.48	66	-	
RPA	67	62	53	33	0.19	0.03	0.01	2.07	62	-
	54	-28	-25	2.00	0.02	0.04	1.67	66	-	
LACA	58	16	63	43	0.47	0.03	0.02	2.20	68	-
	43	-21	-26	0.03	0.02	0.01	2.33	68	-	
LCA	62	-19	-49	-54	0.02	0.07	0.02	2.20	68	-
	51	58	42	0.05	0.05	0.02	2.03	68	-	
RRA	62	48	-21	-21	1.09	0.05	0.01	0.40	72	-
	47	-21	-25	1.00	0.07	0.02	0.46	71	-	
RA	62	54	-21	-16	1.24	0.01	0.02	1.41	73	-
	63	47	23	1.31	0.07	0.02	1.03	73	-	
RA	65	42	-17	-00	0.03	0.05	0.48	1.14	147	-
	64	52	39	0.94	0.06	0.01	1.37	59	-	
HTL	62	34	33	42	0.07	0.05	0.02	2.22	72	-
	71	-47	-33	0.05	0.08	0.02	2.20	72	-	
VMR-PRE	58	64	-13	37	0.00	0.04	0.01	2.27	73	-
	72	-45	-27	1.07	0.03	0.01	0.60	73	-	
VMR-HOLD	58	68	12	45	0.07	0.05	0.11	2.23	44	-
	75	-48	-35	0.04	0.04	0.01	1.00	73	-	
VMR-RE	58	64	34	39	0.00	0.04	0.01	2.07	73	-
	63	37	-26	1.07	0.03	0.07	2.47	73	-	



When one is superimposed over the other, the results are the following:

Vessel	Depth	Pos	Wen	Stn	Fl	Fl	Fl	Fl	Fl	Fl
RMCA	55	36	31	41	0.02	0.55	0.35	1.23	7.2	7.2
RCA	62	-2	-2	-2	1.21	0.69	0.31	1.76	7.6	7.6
RPCA	83	82	53	38	0.76	0.55	0.47	1.46	4.6	4.6
LMCA	56	36	41	40	0.07	0.51	0.35	1.23	7.2	7.2
LCA	42	-75	-48	-34	0.02	0.57	0.35	1.23	7.2	7.2
RA	63	-42	-27	-23	1.07	0.63	0.32	1.42	7.2	7.2
LPCA	83	82	40	33	1.06	0.76	0.31	1.46	7.6	7.6
LVA	62	-7	-2	-5	1.06	0.77	0.31	1.46	7.6	7.6
UA	82	-54	-28	-16	1.38	0.71	0.25	1.41	7.1	7.1
BA	63	84	52	35	0.94	0.59	0.31	1.27	7.1	7.1
HTB	55	34	39	42	0.07	0.51	0.35	1.23	7.2	7.2
VNR-PRE	54	34	31	27	0.09	0.56	0.35	1.27	7.2	7.2
VNR-HOLD	54	34	31	27	0.09	0.56	0.35	1.27	7.2	7.2
VNR-RES	54	34	31	27	0.09	0.56	0.35	1.27	7.2	7.2



Such a match is impossible. Yet, the Defendants had numerous such matches.

173. Due to the complexity of the circulatory system and the many factors that may influence an individual's TCD data and waveforms, it is virtually impossible for two people to have identical reports, with the same numerical values and waveforms. A person's TCD results are influenced by an array of factors, including: the individual's anatomy, blood vessel structure, blood flow dynamics, medications, and overall health status; the specific conditions being evaluated; or even variations in the ultrasound techniques used during different sessions.

174. In line with the deceptive character of the TCD tests and reports, some of the patients with identical data and/or waveforms had different findings or conclusions. Some cases with identical data and/or waveforms showed normal results for one patient while the other patient showed abnormal results, while other identical patient data and/or waveforms showed both abnormal results but had listed different areas of abnormalities in the conclusions.

175. For example, despite the identical exam data and waveform results of the TCD testing of the provider Defendant Diag Neuro as to C.R., claim number 0627358013, for date of service June 16, 2021; and provider Defendant Hillside as to patient V.G., claim number 0606223287, for date of service December 1, 2020; and provider Defendant Lifeline as to patient H.J., claim number 0629926989, for date of service June 23, 2021, the conclusion/impression for each patient was different. The TCD results for patient C.R. and patient H.J. indicated that the values were normal. In contrast, the TCD results for patient V.G. indicated abnormal findings: Vasomotor reactivity testing showed negative vasodilator reactivity in the R MCA. VMRT in the R MCA is -18%. Blood flow in BL MCA, BL ACA, BL PCA, R VA, BA showed decreased blood flow velocity.

176. Despite having identical data and waveforms, the provider Defendant Pitch as to patient S.R., claim number 0658817887, for date of service April 12, 2022; and Defendant Wizard

as to patient J.A., claim number 0650522055, for date of service November 18, 2021, showed different abnormal conclusion/impression for each patient. The TCD results for patient S. R. indicated abnormal findings of decreased blood flow velocity in BL MCA, BL ACA, BA. In contrast, the TCD results for patient K.R. indicated breath holding index indicates questionably abnormal vasoreactivity.

177. Despite having identical data and waveforms, the provider Defendant Chai as to patient K.R., claim number 0695121434, for date of service December 21, 2022; and non-party ASM Diagnostic, Inc. as to patient L.M., claim number 0673437695, for date of service November 15, 2022, showed different abnormal conclusion/impression for each patient. The TCD results for patient L.M. indicated abnormal findings of decreased blood flow velocity in BL MCA, L ACA, L VA, BA. In contrast, the TCD results for patient K.R. indicated normal findings.

178. Consistent with their fraudulent nature, these reports contain no indication that the TCD testing ever led to any referral of the patients by these Defendants to any relevant specialists or further testing or treatment, especially in patients that had abnormal TCD findings and those with serious diagnoses. There is no evidence that these patients were referred for any care based on the purported results of this testing.

179. Some of the conclusions or impressions in the reports from the medical provider Defendants who should have understood the magnitude of their claimed findings were potentially life threatening. Direct Med, Hillside, Seneca, Pitch, 334 Grand, and Sanitas represented that there were findings of a decrease in blood flow or obstruction of multiple cerebral arteries such as the Middle Cerebral Artery (MCA), Anterior Cerebral Artery (ACA), Posterior Cerebral Artery (PCA), Vertebral Arteries (VA), and Basilar Artery (BA). In such findings, patients would typically receive further clinical assessment for other symptoms related to the findings of

decreased blood flow such as weakness, numbness, speech difficulties, visual changes, dizziness, or cognitive changes. The patients would also typically require further diagnostic testing to determine the underlying cause of decreased blood flow which may include Magnetic Resonance Imaging (MRI) and Magnetic Resonance Angiography (MRA) of the brain, Computed Tomography (CT) Angiography, other Doppler ultrasound examinations, such as carotid Doppler or vertebral Doppler, and blood tests may be conducted to assess factors such as cholesterol levels, clotting factors, and markers of inflammation to evaluate the patient's vascular health. Patients with decreased blood flow to major arteries in the brain are also typically referred for consultation and treatment with specialists such as neurologists, neurosurgeons, or vascular surgeons for further evaluation and management. Yet such testing and treatment were never provided, even though serious abnormalities had been indicated in the TCD test results.

180. For example, Allstate received purported TCD testing reports mailed to Allstate by or on behalf of the provider Defendant 334 Grand as to patient J.H., claim number 0698420379, on or about the date of service January 23, 2023, with the impression: "Abnormal Transcranial Doppler study. Abnormal cerebral blood flow in insonated right posterior cerebral artery of temporal window consistent with a mild to moderate artery obstruction." Patient J.H., who was 27 years old at the time of the testing, presented with mild to moderate posterior cerebral artery obstruction on the TCD testing. Obstruction in the blood flow of a major artery supplying the brain is a serious condition because it can prevent oxygen and nutrients from reaching brain cells and cause cerebral infarction (ischemic stroke). This can lead to brain damage and even death if not treated promptly. However, there is no evidence that patient J.H. was referred for any additional care based on the purported abnormal results of this TCD testing.

181. Allstate received purported TCD testing reports mailed to Allstate by or on behalf of the provider Defendant Direct Med as to patient F.D., claim number 0615130085, on or about the date of service March 9, 2021, which concluded that: “Blood flow in BL MCA, BL ACA, L PCA, BL VA, BA showed decreased blood flow velocity.” There is no evidence that patient F.D. was referred for any care based on the purported abnormal results of this testing.

182. Allstate received purported TCD testing reports mailed to Allstate by or on behalf of the provider Defendant Hillside as to patient J.B., claim number 0978498460, on or about the date of service December 29, 2020, which concluded that: “Blood flow in BL MCA and L ACA showed decreased blood flow velocity.” There is no evidence that patient J.B. was referred for any care based on the purported abnormal results of this testing.

183. Allstate received purported TCD testing reports mailed to Allstate by or on behalf of the provider Defendant Seneca as to patient K.W., claim number 0661135921, on or about date of service March 10, 2022, which concluded that: “Blood flow in BL MCA, BL ACA, BLPCA showed decreased blood flow velocity.” There is no evidence that patient K.W. was referred for any care based on the purported abnormal results of this testing.

184. Allstate received purported TCD testing reports mailed to Allstate by or on behalf of the provider Defendants Seneca and Wizard as to patient R.W., claim number 0640795125, on or about the date of service November 15, 2021, which concluded that: “Blood flow in BL MCA, R ACA showed decreased blood flow velocity.” There is no evidence that patient R.M. was referred for any care based on the purported abnormal results of this testing.

185. The potential consequences of untreated decreased blood flow velocity in brain arteries can be serious and potentially life-threatening. If not assessed further and/or treated properly, decreased blood flow velocity in the brain arteries can lead to various potentially serious

consequences and complications, depending on the underlying cause and the severity of the issue, such as ischemic strokes, cognitive impairments, vision problems, motor impairment, neurologic problems, and a risk for disease progression. To ignore such findings is unimaginable and unconscionable.

186. If the patients of the Defendant providers did actually have the abnormal TCD findings noted in the reports – particularly the patients with cerebral artery obstruction or decreased blood flow velocity in brain arteries – the absence of additional care, specialist referrals or further testing may have gravely endangered their health.

187. The potential severity of some of these diagnoses cannot be overstated. For instance, a “cerebral infarction,” one of the diagnoses repeatedly used on the TCD bills submitted for the provider Defendants, is a type of stroke that occurs when a blood vessel in the brain is blocked, causing damage to brain tissue and requires immediate attention. Moreover, a “transient cerebral ischemic attack,” another one of the diagnoses repeatedly used on the TCD bills submitted for the provider Defendants, occurs when a blood clot travels to the brain, with the risk of a subsequent stroke. To ignore such diagnoses is unimaginable and unconscionable.

188. If any patients of provider Defendants had in fact presented with any issues that TCD might detect – particularly the many patients given the diagnoses listing cardiovascular diseases of the brain and the patients with abnormal findings– this malfeasance may have gravely endangered their health. Not only would they have missed a potentially life-saving diagnosis which TCD, if done properly may have provided, but to the extent the results were relied upon by other professionals, they also could have adversely impacted patient’s care.