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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

Docket No.: _____ ()

Plaintiffs,

**Plaintiffs Demand a Trial
by Jury**

-against-

SOLOMON HALIOUA, M.D., P.C., SOLOMON
HALIOUA, M.D., and JOHN DOE DEFENDANTS
“1”-“10”,

Defendants.

----- X

COMPLAINT

Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company, and GEICO Casualty Co. (collectively, “GEICO” or “Plaintiffs”), as and for their Complaint against the Defendants, hereby allege as follows:

NATURE OF THE ACTION

1. This action seeks to recover more than \$1,900,000.00 that the Defendants wrongfully obtained from GEICO by submitting, and causing to be submitted, thousands of fraudulent, unlawful, and non-reimbursable no-fault insurance charges through Defendant

Solomon Halioua, M.D., P.C. (“Halioua PC”) for purported initial examinations, follow-up examinations, and interventional pain management injections (collectively, the “Fraudulent Services”).

2. In addition, GEICO seeks a declaration that it is not legally obligated to pay reimbursement of more than \$150,000.00 in pending no-fault insurance claims that have been submitted through Halioua PC because of the fraudulent and unlawful conduct described herein.

3. The Defendants fall into the following categories:

- (i) Defendant Halioua PC is a New Jersey medical professional corporation that unlawfully operated on a transient basis in New York, through which the Fraudulent Services purportedly were performed and were billed to automobile insurance companies, including GEICO;
- (ii) Defendant Solomon Halioua, M.D. (“Halioua”) is a physician licensed to practice medicine in New York, owned and controlled Halioua PC, and purported to perform virtually all of the Fraudulent Services billed through Halioua PC to GEICO; and
- (iii) John Doe Defendants 1-10 are individuals, unknown to GEICO at the time, who furthered the fraudulent scheme perpetrated against GEICO by, among other things, referring Insureds to Halioua and Halioua PC for medically unnecessary Fraudulent Services in exchange for unlawful compensation from Halioua and Halioua PC.

4. As discussed more fully below, the Defendants at all times have known that:

- (i) the Fraudulent Services were not medically necessary and were provided – to the extent that they were provided at all – pursuant to predetermined fraudulent protocols designed to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them;
- (ii) the billing codes used for the Fraudulent Services misrepresented and exaggerated the level and type of services that purportedly were provided in order to inflate the charges submitted to GEICO;
- (iii) the Fraudulent Services were provided – to the extent that they were provided at all – pursuant to illegal kickback and referral arrangements amongst the Defendants and others; and
- (iv) Halioua PC failed to meet applicable New York licensing requirements necessary to provide the Fraudulent Services in New York.

5. As such, the Defendants do not have – and never had – any right to be compensated for the Fraudulent Services that were billed through Halioua PC to GEICO.

6. The chart annexed hereto as Exhibit “1” sets forth a large, representative sample of the fraudulent claims that have been identified to-date that the Defendants submitted, or caused to be submitted, by mail through Halioua PC to GEICO.

7. The Defendants’ scheme began as early as 2015 and has continued uninterrupted to the present day. As a result of the Defendants’ scheme, GEICO has incurred damages of more than \$1,900,000.00.

THE PARTIES

I. Plaintiffs

8. Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company, and GEICO Casualty Co. are Nebraska corporations with their principal places of business in Chevy Chase, Maryland. GEICO is authorized to conduct business and to issue automobile insurance policies in New York.

II. Defendants

9. Defendant Halioua PC is a New Jersey medical professional corporation with its principal place of business in New Jersey. Halioua PC was incorporated in New Jersey on or about March 30, 2005, was owned and controlled by Halioua, and was used by Halioua as a vehicle to submit fraudulent and unlawful billing to GEICO and other insurers. Though Halioua PC never was licensed or authorized to operate as a medical practice in New York, Halioua nonetheless unlawfully operated Halioua PC as a medical practice in New York.

10. Defendant Halioua resides in and is a citizen of New Jersey. Halioua was licensed to practice medicine in both New York and New Jersey in 1998, was the sole owner of Halioua PC, and purported to perform virtually all of the Fraudulent Services on behalf of Halioua PC.

11. Upon information and belief as discussed herein, John Doe Defendants “1” – “10” reside in and are citizens of New York. John Doe Defendants “1” – “10” are individuals and entities, presently not identifiable, who referred Insureds to Halioua and Halioua PC in exchange for unlawful compensation from Halioua and Halioua PC.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332(a)(1) because the total matter in controversy, exclusive of interest and costs, exceeds the jurisdictional threshold of \$75,000.00, and is between citizens of different states.

13. This Court also has original jurisdiction pursuant to 28 U.S.C. § 1331 over Plaintiffs’ claims brought under 18 U.S.C. §§ 1961 *et seq.* (the Racketeer Influenced and Corrupt Organizations (“RICO”) Act).

14. In addition, this Court has supplemental jurisdiction over the subject matter of the claims asserted in this action pursuant to 28 U.S.C. § 1367.

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

16. For example, in the claims identified in Exhibit “1”, Defendants Halioua PC and Halioua operated on a transient basis from numerous locations in the Eastern District of New York, where they purported to provide a large number of Fraudulent Services to GEICO Insureds in the Eastern District of New York, and then billed GEICO millions of dollars for those Fraudulent

Services under New York automobile insurance policies, seeking payment under the New York no-fault insurance laws.

17. In reliance on the Halioua PC and Halioua's fraudulent claims, personnel at a GEICO office in the Eastern District of New York issued payment on many of the fraudulent claims. To the extent that GEICO did not pay Halioua PC and Halioua's claims, Halioua PC and Halioua frequently commenced arbitration against GEICO in New York, seeking to collect on the claims.

18. As set forth herein, Halioua PC and Halioua transacted substantial business in the Eastern District of New York, and derived a substantial amount of revenue based on their fraudulent and unlawful business activities in the Eastern District of New York.

19. Moreover, and as set forth herein, Halioua PC and Halioua regularly committed tortious acts in the Eastern District of New York, thereby causing GEICO to incur substantial damages.

ALLEGATIONS COMMON TO ALL CLAIMS

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

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

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

22. Under New York's Comprehensive Motor Vehicle Insurance Reparations Act (N.Y. Ins. Law §§ 5101, et seq.) and the regulations promulgated pursuant thereto (11 N.Y.C.R.R. §§ 65, et seq.)(collectively the "No-Fault Laws"), automobile insurers are required to provide no-fault insurance benefits ("Personal Injury Protection" benefits or "PIP Benefits") to Insureds.

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

24. In New York, an Insured can assign his/her right to PIP Benefits to healthcare goods and services providers in exchange for those goods and services.

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

26. In the alternative, in New York a healthcare provider may submit claims using the Healthcare Financing Administration insurance claim form (known as the “HCFA-1500 form” or “CMS-1500 form”).

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

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

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

(Emphasis added).

29. In State Farm Mut. Auto. Ins. Co. v. Mallela, 4 N.Y.3d 313, 320 (2005), the New York Court of Appeals confirmed that healthcare providers that fail to comply with licensing requirements are ineligible to collect PIP Benefits, and that insurers may look beyond a facially-valid license to determine whether there was a failure to abide by state and local law.

30. New York law prohibits licensed healthcare services providers, including physicians, from paying or accepting compensation in exchange for patient referrals. See, e.g., New York Education Law §§ 6509-a; 6530(18); and 6531.

31. Therefore, under the No-Fault Laws, a healthcare provider is not eligible to receive PIP Benefits if it pays or receives unlawful compensation in exchange for patient referrals.

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

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

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

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

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

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

II. The Defendants' Fraudulent Scheme

37. Beginning in 2015, and continuing through the present day, the Defendants masterminded and implemented a complex fraudulent scheme in which they billed GEICO and other automobile insurers millions of dollars for medically unnecessary, illusory, and otherwise non-reimbursable services.

A. Gaining Access to Insureds in New York

38. Though Halioua routinely operated Halioua PC on a transient basis in New York, Halioua PC had no fixed treatment locations of any kind in New York, was not the owner or leaseholder in any of the real property from which it purported to provide medical services in New York, and did not advertise or market its services to the general New York public.

39. Rather, Halioua and Halioua PC gained access to Insureds in New York by paying unlawful compensation to the owners/operators of more than fifteen (15) clinics located throughout the New York metropolitan area (the "Clinics") that specialized in "treating" patients with no-fault insurance who claimed to have been injured in automobile accidents. These Clinics operated from, among other locations, the following locations:

Clinic Locations		
984 Morris Park Avenue	Bronx	New York
82-25 Queens Boulevard	Elmhurst	New York
63-70 Woodhaven Boulevard, Rego Park	Rego Park	New York
615 Seneca Avenue, Ridgewood	Ridgewood	New York
60-40 82 nd Street, Middle Village	Middle Village	New York
55 East 115 th Street	New York	New York
4565 Francis Lewis Boulevard	Bayside	New York
430 W. Merrick Road	Valley Stream	New York
4014A Boston Road	Bronx	New York
4011 Warren Street	Flushing	New York
3491 3 rd Avenue, Bronx	Bronx	New York
332 East 149 th Street	Bronx	New York
2488 Grand Concourse	Bronx	New York
23-86 Jerome Avenue	Bronx	New York
227A East 105 th Street	New York	New York
149-36 Northern Boulevard	Flushing	New York

40. Though ostensibly organized to provide a range of healthcare services to Insureds at single locations, the Clinics in actuality were organized to supply convenient, one-stop shops for no-fault insurance fraud.

41. For example, numerous individuals recently were indicted for paying kickbacks to hospitals, medical providers, and others for confidential information about patients who would then be contacted and steered to receive unnecessary treatment at at least two of the Clinics. See United States of America v. Anthony Rose, et al., 19-cr-00789(PGG)(SDNY 2019).

42. The Clinics provided facilities for Halioua PC, as well as a “revolving door” of medical professional corporations, chiropractic professional corporations, physical therapy professional corporations, and/or a multitude of other purported healthcare providers, all geared towards exploiting New York’s no-fault insurance system.

43. In fact, GEICO received billing from many of the Clinics from a constantly-changing number of fraudulent healthcare providers, which started and stopped operations at the respective

Clinics without notice, explanation, or any purchase or sale of a “practice”; without any legitimate transfer of patient care from one professional to another; and without any legitimate reason for the change in provider name beyond circumventing insurance company investigations and continuing the fraudulent exploitation of New York’s no-fault insurance system.

44. By way of example, GEICO has received billing for purported healthcare services rendered at the Clinic located at 2488 Grand Concourse, Bronx, New York from a constantly-changing mix of more than 235 purportedly different healthcare providers.

45. Similarly, GEICO has received billing for purported healthcare services rendered at the Clinic located at 430 W. Merrick Road, Valley Stream from a constantly-changing mix of more than 100 purportedly different healthcare providers.

46. Moreover, GEICO has received billing for purported healthcare services rendered at the Clinic located at 2386 Jerome Avenue, Bronx from a constantly-changing mix of more than 95 purportedly different healthcare providers.

47. The Clinics willingly provided access to Halioua PC in exchange for unlawful compensation because the Clinics were facilities that sought to profit from the “treatment” of individuals covered by no-fault insurance and therefore catered to high volumes of Insureds at the locations.

48. In general, the owners/operators at the Clinics, including John Doe Defendants “1” – “10”, were paid a sum of money by Halioua. Though the payments were typically disguised as “rent,” they were, in reality, kickbacks for referrals, and the relationship between Halioua PC and the Clinics was a “pay-to-play” arrangement. In connection with this arrangement, when an Insured visited one of the Clinics, he or she was automatically referred by one of the Clinic’s “representatives” to Halioua and Halioua PC for an examination, regardless of individual

symptoms, presentation, or – in most cases – the total absence of any symptoms arising from any automobile accident.

49. The Clinic “representatives” typically making the referrals were receptionists or some other non-medical personnel who simply directed or “steered” the Insureds to Halioua and Halioua PC, who were given access to the Clinics’ offices on a transient basis pursuant to the payments made by Halioua and Halioua PC to the owners/operators at the Clinics.

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

51. Halioua knew at all times that the kickbacks and referral arrangements were illegal and, therefore took affirmative steps to conceal the existence of the fraudulent referral scheme.

52. For example, in many of the claims identified in Exhibit “1”, Halioua and Halioua PC falsely represented Halioua PC’s billing address – either 255 East Main Street, Ramsey, New Jersey, or 22 Madison Avenue, Paramus, New Jersey – as the location where Halioua and Halioua PC purported to provide their patient examinations of the Insureds.

53. In actuality, in the claims identified in Exhibit “1”, virtually all of Halioua PC’s patient examinations were provided – to the extent they were provided at all – at the Clinics, or at the offices of Halioua PC’s other referral sources, pursuant to the illegal kickbacks that Halioua and Halioua PC paid in exchange for patient referrals.

54. For example:

- (i) On September 29, 2015, Halioua purported to perform a follow-up examination of an Insured named JT. On the resulting bill, Halioua and Halioua PC failed to

provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (ii) On October 15, 2015, Halioua purported to perform a follow-up examination of an Insured named AA. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (iii) On December 10, 2015, Halioua purported to perform an initial examination of an Insured named JF. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 23-86 Jerome Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (iv) On January 14, 2016, Halioua purported to perform a follow-up examination of an Insured named EA. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 23-86 Jerome Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (v) On January 28, 2016, Halioua purported to perform an initial examination of an Insured named AV. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 63-70 Woodhaven Boulevard, Rego Park, New York, pursuant to the kickbacks

that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (vi) On May 10, 2016, Halioua purported to perform an initial examination of an Insured named CV. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 23-86 Jerome Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (vii) On June 13, 2016, Halioua purported to perform an initial examination of an Insured named AO. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 23-86 Jerome Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (viii) On September 12, 2016, Halioua purported to perform an initial examination of an Insured named AE. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 60-40 82nd Street, Middle Village, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (ix) On September 13, 2016, Halioua purported to perform an initial examination of an Insured named TT. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 23-86 Jerome Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (x) On October 24, 2016, Halioua purported to perform an initial examination of an Insured named SC. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua

and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (xi) On December 1, 2016, Halioua purported to perform a follow-up examination of an Insured named LT. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 23-86 Jerome Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xii) On December 15, 2016, Halioua purported to perform an initial examination of an Insured named AG. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 60-40 82nd Street, Middle Village, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xiii) On January 30, 2017, Halioua purported to perform an initial examination of an Insured named DA. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xiv) On February 2, 2017, Halioua purported to perform an initial examination of an Insured named MG. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (xv) On February 13, 2017, Halioua purported to perform an initial examination of an Insured named TF. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xvi) On March 6, 2017, Halioua purported to perform an initial examination of an Insured named SF. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xvii) On March 6, 2017, Halioua purported to perform an initial examination of an Insured named CM. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xviii) On March 20, 2017, Halioua purported to perform an initial examination of an Insured named SQ. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xix) On March 20, 2017, Halioua purported to perform an initial examination of an Insured named JH. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination

was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (xx) On May 10, 2017, Halioua purported to perform an initial examination of an Insured named MM. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 625 Seneca Avenue, Ridgewood, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxi) On May 15, 2017, Halioua purported to perform an initial examination of an Insured named VZ. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxii) On May 31, 2017, Halioua purported to perform an initial examination of an Insured named SS. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 149-36 Northern Boulevard, Flushing, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxiii) On June 5, 2017, Halioua purported to perform an initial examination of an Insured named JL. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (xxiv) On July 10, 2017, Halioua purported to perform a follow-up examination of an Insured named RG. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxv) On August 2, 2017, Halioua purported to perform an initial examination of an Insured named MS. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 149-36 Northern Boulevard, Flushing, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxvi) On August 10, 2017, Halioua purported to perform an initial examination of an Insured named PG. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxvii) On October 2, 2017, Halioua purported to perform an initial examination of an Insured named JP. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxviii) On October 16, 2017, Halioua purported to perform an initial examination of an Insured named JM. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at

227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

- (xxix) On November 1, 2017, Halioua purported to perform an initial examination of an Insured named JB. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxx) On November 8, 2017, Halioua purported to perform an initial examination of an Insured named JP. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 149-36 Northern Boulevard, Flushing, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxxi) On December 14, 2017, Halioua purported to perform an initial examination of an Insured named EY. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxxii) On December 14, 2017, Halioua purported to perform an initial examination of an Insured named RR. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 3491 3rd Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.
- (xxxiii) On January 22, 2018, Halioua purported to perform an initial examination of an Insured named TJ. On the resulting bill, Halioua and Halioua PC failed to provide

any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xxxiv) On February 28, 2018, Halioua purported to perform an initial examination of an Insured named ZL. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 984 Morris Park Avenue, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xxxv) On August 13, 2018, Halioua purported to perform an initial examination of an Insured named CH. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 255 East Main Street, Ramsey, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xxxvi) On January 14, 2019, Halioua purported to perform an initial examination of an Insured named BS. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 22 Madison Avenue, Paramus, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 2488 Grand Concourse, Bronx, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xxxvii) On March 7, 2019, Halioua purported to perform an initial examination of an Insured named JR. On the resulting bill, Halioua and Halioua PC did not include any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 22 Madison Avenue, Paramus, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that

Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xxxviii) On March 7, 2019, Halioua purported to perform a follow-up examination of an Insured named WC. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 22 Madison Avenue, Paramus, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xxxix) On April 4, 2019, Halioua purported to perform an initial examination of an Insured named LP. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 22 Madison Avenue, Paramus, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

(xl) On June 6, 2019, Halioua purported to perform an initial examination of an Insured named MV. On the resulting bill, Halioua and Halioua PC failed to provide any treatment location information, and on the resulting treatment report, Halioua and Halioua PC falsely represented Halioua's billing address at 22 Madison Avenue, Paramus, New Jersey as the location of treatment. In fact, the examination was performed – to the extent that it was performed at all – at the Clinic located at 227A East 105th Street, New York, New York, pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinic in exchange for patient referrals.

55. These are only representative examples. In a large number of the claims for examinations that are identified in Exhibit "1", Halioua and Halioua PC failed to include any treatment location information in their billing and falsely represented Halioua PC's billing address in Ramsey, New Jersey or Paramus, New Jersey as the treatment location in their treatment reports. In fact, to the extent that the examinations were performed in the first instance, they were performed at the Clinics in New York, or at the offices of Halioua PC's other referral sources,

pursuant to the unlawful compensation that Halioua and Halioua PC paid in exchange for patient referrals.

56. In keeping with the fact that Halioua and Halioua PC falsely represented in their billing and treatment reports that the examinations were performed at Halioua PC's billing address in Paramus, New Jersey or Ramsey, New Jersey, Halioua and Halioua PC routinely purported to examine several of the Clinics' or their other referral sources' patients on individual dates, and falsely represented their own billing address as the treatment location in the resulting billing and treatment reports.

57. It is improbable – to the point of impossibility – that on individual dates several Insureds who were treating with one of the Clinics in New York, or with one of Halioua PC's other referral sources, would simultaneously go out of their way to present at Halioua PC's billing address in Ramsey, New Jersey or Paramus, New Jersey for examinations.

58. For example:

- (i) On September 29, 2015, Halioua and Halioua PC purported to provide initial examinations to six Insureds – JT, AT, MD, JV, DJ, and LP – all of whom supposedly had been receiving treatment at the Clinic located at 3491 3rd Avenue, Bronx, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 3491 3rd Avenue, Bronx, New York.
- (ii) On December 10, 2015, Halioua and Halioua PC purported to provide initial examinations to four Insureds – BJ, MF, HV, and JF – all of whom supposedly had been receiving treatment at the Clinic located at 23-86 Jerome Avenue, Bronx, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 23-86 Jerome Avenue, Bronx, New York.
- (iii) On January 28, 2016, Halioua and Halioua PC purported to provide initial examinations to five Insureds – AB, MH, AV, CP, and RG – all of whom

supposedly had been receiving treatment at the Clinic located at 63-70 Woodhaven Boulevard, Rego Park, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 63-70 Woodhaven Boulevard, Rego Park, New York.

- (iv) On September 12, 2016, Halioua and Halioua PC purported to provide initial examinations to six Insureds – NA, JS, EC, JS, AA, and AE – all of whom supposedly had been receiving treatment at the Clinic located at 60-40 82nd Street, Middle Village, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 60-40 82nd Street, Middle Village, New York.
- (v) On October 24, 2016, Halioua and Halioua PC purported to provide initial examinations to seven Insureds – EB, YR, SC, MC, HA, JB, and JM – all of whom supposedly had been receiving treatment at the Clinic located at 227A East 105th Street, New York, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 227A East 105th Street, New York, New York.
- (vi) On December 15, 2016, Halioua and Halioua PC purported to provide an initial examination to one Insured – AG – and follow-up examinations to four Insureds – AR, EC, RG, and PS – all of whom supposedly had been receiving treatment at the Clinic located at 60-40 82nd Street, Middle Village, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 60-40 82nd Street, Middle Village, New York.
- (vii) On May 10, 2017, Halioua and Halioua PC purported to provide initial examinations to five Insureds – EH, GH, MM, LB, and MA – all of whom supposedly had been receiving treatment at the Clinic located at 625 Seneca Avenue, Ridgewood, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 625 Seneca Avenue, Ridgewood, New York.
- (viii) On May 31, 2017, Halioua and Halioua PC purported to provide initial examinations to six Insureds – EP, EV, TU, VK, SS, and DY – all of whom supposedly had been receiving treatment at the Clinic located at 149-36 Northern

Boulevard, Flushing, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Ramsey, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 149-36 Northern Boulevard, Flushing, New York.

- (ix) On January 14, 2019, Halioua and Halioua PC purported to provide an initial examination to four Insureds – BS, RS, SC, and KW – all of whom supposedly had been receiving treatment at the Clinic located at 2488 Grand Concourse, Bronx, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Paramus, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 2488 Grand Concourse, Bronx, New York.
- (x) On June 6, 2019, Halioua and Halioua PC purported to provide an initial examination to five insureds – QJ, SG, MV, BM, and IA – and a follow-up examination to three Insureds – KG, JF, and CA – all of whom supposedly had been receiving treatment at the Clinic located at 227A East 105th Street, New York, New York. To conceal their unlawful kickback and referral scheme, Halioua and Halioua PC falsely represented Halioua's Paramus, New Jersey billing address as the treatment location for the examinations. In fact, the examinations were all conducted – to the extent that they were conducted at all – at 227A East 105th Street, New York, New York.

59. These are only representative examples. In the claims identified in Exhibit “1”, Halioua and Halioua PC frequently purported to examine several of the Clinics' or their other referral sources' patients on individual dates, and falsely represented their own billing offices as the treatment locations on the resulting treatment reports.

60. Halioua and Halioua PC deliberately concealed and falsely represented their treatment locations in their billing and treatment reports in order to conceal their illegal kickback scheme.

B. Halioua PC's Unlawful Operations in New York

61. Not only did Halioua and Halioua PC pay illegal kickbacks in exchange for patient referrals, but they also unlawfully operated Halioua PC in New York without a certificate of authority from the New York Department of Education.

62. For example, the New York State Department of Education Office of the Professions website contains no record of Halioua PC, nor does it contain any record of Halioua PC ever obtaining the certificate of authority from the New York Department of Education that is necessary to lawfully operate as a medical professional corporation in New York.

63. Though Halioua PC did not have a certificate of authority to operate in New York, in the claims identified in Exhibit “1” Halioua and Halioua PC nonetheless routinely unlawfully operated Halioua PC in New York.

64. For example:

- (i) On September 25, 2015, Halioua and Halioua PC purported to provide an initial examination to an Insured named JV at a Clinic located at 3491 3rd Avenue, Bronx, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (ii) On December 10, 2015, Halioua and Halioua PC purported to provide an initial examination to an Insured named JW at a Clinic located at 23-86 Jerome Avenue, Bronx, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (iii) On January 28, 2016, Halioua and Halioua PC purported to provide an initial examination to an Insured named MH at a Clinic located at 63-70 Woodhaven Boulevard, Rego Park, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (iv) On January 30, 2017, Halioua and Halioua PC purported to provide an initial examination to an Insured named DP at a Clinic located at 227A East 105th Street, New York, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (v) On November 8, 2017, Halioua and Halioua PC purported to provide an initial examination to an Insured named JP at a Clinic located at 149-36 Northern

Boulevard, Flushing, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.

- (vi) On August 28, 2019, Halioua and Halioua PC purported to provide an initial examination to an Insured named SW at a Clinic located at 4014A Boston Road, Bronx, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (vii) On December 12, 2019, Halioua and Halioua PC purported to provide an initial examination to an Insured named CD at a Clinic located at 2488 Grand Concourse, Bronx, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (viii) On September 17, 2020, Halioua and Halioua PC purported to provide an initial examination to an Insured named IA at a Clinic located at 55 East 115th Street, New York, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (ix) On September 30, 2020, Halioua and Halioua PC purported to provide an initial examination to an Insured named MF at a Clinic located at 4011 Warren Street, Flushing, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.
- (x) On May 22, 2021, Halioua and Halioua PC purported to provide an initial examination to an Insured named DS at a Clinic located at 8225 Queens Boulevard, Flushing, New York, and billed the examination through Halioua PC to GEICO, despite the fact that Halioua PC could not lawfully operate as a medical practice in New York because it lacked the requisite certificate of authority from the New York Department of Education.

65. These are only some of the services that unlawfully were provided through Halioua PC in New York without the requisite certificate of authority from the New York Department of Education. As set forth above, Halioua and Halioua PC routinely falsely listed their own billing

address in Paramus, New Jersey or Ramsey, New Jersey as the location where they performed the Fraudulent Services, when in fact they operated on an itinerant basis from the Clinics, or from the offices of their other referral sources, to whom they paid illegal compensation in exchange for patient referrals. Plaintiffs therefore expect that discovery will reveal additional instances of Halioua PC's unlawful operations in New York

C. Halioua and Halioua PC's Fraudulent Treatment and Billing Protocol

66. In the claims identified in Exhibit "1", virtually all of the Insureds whom Halioua and Halioua PC purported to treat were involved in relatively minor, "fender-bender" accidents, to the extent that they were involved in any actual accidents at all. At the same time, virtually none of the Insureds whom Halioua and Halioua PC purported to treat suffered from any significant continuing injuries or health problems as a result of the relatively minor accidents they experienced or purported to experience.

67. Even so, Halioua and Halioua PC purported to subject virtually every Insured to a substantially identical, medically unnecessary course of "treatment" that was provided pursuant to a predetermined, fraudulent protocol designed to maximize the billing that they could submit through Halioua PC to insurers, including GEICO, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to it.

68. Halioua and Halioua PC purported to provide their predetermined fraudulent treatment protocol to Insureds without regard for the Insureds' individual symptoms, presentation, or – in most cases – the total absence of any significant continuing medical problems arising from any actual automobile accidents.

69. Each step in Halioua and Halioua PC's fraudulent treatment protocol was designed to falsely reinforce the rationale for the previous step and provide a false justification for the

subsequent step, and thereby permit Halioua and Halioua PC to generate and falsely justify the maximum amount of fraudulent no-fault billing for each Insured.

70. No legitimate physician, medical practice, or other licensed healthcare provider would permit the fraudulent treatment and billing protocol described below to proceed under his, her, or its auspices.

71. The Defendants permitted the fraudulent treatment and billing protocol described below to proceed under their auspices because the Defendants' focus was on exploiting the Insureds for profit rather than on legitimate patient care, and the Defendants sought to profit from the fraudulent billing they submitted to GEICO and other insurers, pursuant to their illegal kickback and referral scheme.

1. The Fraudulent Charges for Initial Examinations at Halioua PC

72. Upon receiving a referral pursuant to the kickbacks that Halioua and Halioua PC paid to the owners/operators of the Clinics, including John Doe Defendants "1" – "10", Halioua PC purported to provide virtually every Insured in the claims identified in Exhibit "1" with an initial examination.

73. The initial examinations were performed as a "gateway" in order to provide Insureds with phony, predetermined "diagnoses" to allow Halioua and Halioua PC to then purport to provide medically unnecessary, illusory, or otherwise non-reimbursable pain management injections.

74. Halioua purported to perform virtually every initial examination on behalf of Halioua PC.

75. As set forth in Exhibit “1”, the initial examinations then were billed through Halioua PC to GEICO under CPT code 99204, typically resulting in a charge of \$250.00 per examination.

76. In fact, Halioua PC never was eligible to collect PIP Benefits in connection with the claims identified in Exhibit “1”, because – as a result of the fraudulent and unlawful conduct described herein – neither Halioua PC nor the examinations were in compliance with the relevant laws and regulations governing healthcare practice.

77. The charges for the initial examinations also were fraudulent in that they misrepresented the nature, extent, and results of the putative examinations.

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

78. For instance, in the claims for initial examinations identified in Exhibit “1”, Halioua and Halioua PC routinely misrepresented the severity of the Insureds’ presenting problems.

79. Pursuant to the American Medical Association’s CPT Assistant, which is incorporated into the Fee Schedule, at all relevant times the use of CPT code 99204 to bill for an initial patient examination typically represented that the patient presented with problems of moderate to high severity.

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

- (i) Office visit for initial evaluation of a 63-year-old male with chest pain on exertion. (Cardiology/Internal Medicine)
- (ii) Initial office visit of a 50-year-old female with progressive solid food dysphagia. (Gastroenterology)
- (iii) Initial office evaluation of a 70-year-old patient with recent onset of episodic confusion. (Internal Medicine)

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

81. Accordingly, pursuant to the CPT Assistant and the Fee Schedule, the moderately to highly severe presenting problems that could support the use of CPT code 99204 to bill for an initial patient examination typically are problems that pose a serious threat to the patient's health, or even the patient's life.

82. By contrast, to the limited extent that the Insureds in the claims identified in Exhibit "1" suffered any injuries at all as the result of their minor automobile accidents at the time when they received their initial examinations from Halioua and Halioua PC, the problems almost always were low or minimal severity soft tissue injuries such as sprains and strains, even at their outset.

83. For instance, and in keeping with the fact that the Insureds in the claims identified in Exhibit "1" either had no presenting problems at all as the result of their minor automobile accidents, or else problems of low or minimal severity, in most of the claims identified in Exhibit "1", contemporaneous police reports indicated that the underlying accidents involved relatively minor collisions, that the Insureds' vehicles were drivable following the accidents, and that no one was seriously injured in the underlying accidents, or injured at all.

84. What is more, and again in keeping with the fact that most of the Insureds in the claims identified in Exhibit "1" either had no presenting problems at all as the result of their minor

automobile accidents, or else problems of low or minimal severity, in many of the claims identified in Exhibit “1” the Insureds did not seek treatment at any hospital as the result of their accidents.

85. To the extent that the Insureds did report to a hospital after their accidents, they virtually always were briefly observed on an outpatient basis and then sent on their way after a few hours with nothing more serious than a soft tissue injury diagnosis.

86. Ordinary soft tissue injuries virtually always resolve after a short course of conservative treatment, or no treatment at all. By the time the Insureds in the claims identified in Exhibit “1” received their purported initial examinations from Halioua and Halioua PC – typically weeks or even months after their accidents – they did not have any serious presenting problems.

87. Even so, in the claims for initial examinations identified in Exhibit “1”, Halioua and Halioua PC routinely billed for their putative initial examinations using CPT code 99204, and thereby falsely represented that the Insureds presented with problems of moderate to high severity.

88. For example:

- (i) On October 21, 2015, an Insured named EA was involved in an automobile accident. The contemporaneous police report indicated that EA’s vehicle was drivable following the accident, and that EA was not seriously injured in the accident. In keeping with the fact that EA was not seriously injured in the accident, EA did not visit any hospital emergency room following the accident. To the extent that EA experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of EA by Halioua on January 14, 2016 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that EA presented with problems of moderate to high severity.
- (ii) On December 30, 2015, an Insured named JW was involved in an automobile accident. The contemporaneous police report indicated that JW’s vehicle was drivable following the accident, and that JW was not seriously injured in the accident. In keeping with the fact that JW was not seriously injured in the accident, JW did not visit any hospital emergency room following the accident. To the extent that JW experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of JW by Halioua on April 5, 2016 –

more than three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that JW presented with problems of moderate to high severity.

- (iii) On February 1, 2016, an Insured named CV was involved in an automobile accident. The contemporaneous police report indicated that CV's vehicle was drivable following the accident, and that CV was not seriously injured in the accident. In keeping with the fact that CV was not seriously injured in the accident, CV did not visit any hospital emergency room following the accident. To the extent that CV experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of CV by Halioua on May 10, 2016 – more than three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that CV presented with problems of moderate to high severity.
- (iv) On August 11, 2016, an Insured named DA was involved in an automobile accident. The contemporaneous police report indicated that DA's vehicle was drivable following the accident, and that DA was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that DA was not seriously injured in the accident, DA did not visit any hospital emergency room following the accident. To the extent that DA experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of DA by Halioua on January 30, 2017 – more than three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that DA presented with problems of moderate to high severity.
- (v) On April 22, 2017, an Insured named JM was involved in an automobile accident. The contemporaneous police report indicated that JM's vehicle was drivable following the accident, and that JM was not seriously injured in the accident. In keeping with the fact that JM was not seriously injured in the accident, JM did not visit any hospital emergency room following the accident. To the extent that JM experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of JM by Halioua on October 16, 2017 – six months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that JM presented with problems of moderate to high severity.
- (vi) On March 22, 2017, an Insured named SS was involved in an automobile accident. The contemporaneous police report indicated that SS's vehicle was drivable following the accident, and that SS was not seriously injured in the accident. In keeping with the fact that SS was not seriously injured in the accident, SS did not visit any hospital emergency room following the accident. To the extent that SS

experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of SS by Halioua on May 31, 2017 – two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that SS presented with problems of moderate to high severity.

- (vii) On July 12, 2017, an Insured named JP was involved in an automobile accident. The contemporaneous police report indicated that JP's vehicle was drivable following the accident, and that JP was not seriously injured in the accident. In keeping with the fact that JP was not seriously injured in the accident, JP did not visit any hospital emergency room following the accident. To the extent that JP experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of JP by Halioua on October 2, 2017 – three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that JP presented with problems of moderate to high severity.
- (viii) On November 10, 2017, an Insured named JC was involved in an automobile accident. The contemporaneous police report indicated that JC's vehicle was drivable following the accident, and that JC was not seriously injured in the accident. In keeping with the fact that JC was not seriously injured in the accident, JC did not visit any hospital emergency room following the accident. To the extent that JC experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of JC by Halioua on February 5, 2018 – three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that JC presented with problems of moderate to high severity.
- (ix) On December 20, 2018, an Insured named EO was involved in an automobile accident. The contemporaneous police report indicated that EO's vehicle was drivable following the accident, and that EO was not seriously injured in the accident. In keeping with the fact that EO was not seriously injured in the accident, EO did not visit any hospital emergency room following the accident. To the extent that EO experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of EO by Halioua on March 7, 2019 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that EO presented with problems of moderate to high severity.
- (x) On October 4, 2019, an Insured named CD was involved in an automobile accident. The contemporaneous police report indicated that CD's vehicle was drivable following the accident, and that CD was not seriously injured in the accident. In

keeping with the fact that CD was not seriously injured in the accident, CD did not visit any hospital emergency room following the accident. To the extent that CD experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of CD by Halioua on December 12, 2019 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that CD presented with problems of moderate to high severity.

- (xi) On October 6, 2019, an Insured named RC was involved in an automobile accident. The contemporaneous police report indicated that RC's vehicle was drivable following the accident, and that RC was not seriously injured in the accident. In keeping with the fact that RC was not seriously injured in the accident, RC did not visit any hospital emergency room following the accident. To the extent that RC experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of RC by Halioua on December 12, 2019 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that RC presented with problems of moderate to high severity.
- (xii) On November 7, 2019, an Insured named TB was involved in an automobile accident. The contemporaneous police report indicated that TB's vehicle was drivable following the accident, and that TB was not seriously injured in the accident. In keeping with the fact that TB was not seriously injured in the accident, TB did not visit any hospital emergency room following the accident. To the extent that TB experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of TB by Halioua on January 29, 2020 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that TB presented with problems of moderate to high severity.
- (xiii) On November 16, 2019, an Insured named VD was involved in an automobile accident. The contemporaneous police report indicated that VD's vehicle was drivable following the accident, and that VD was not seriously injured in the accident. In keeping with the fact that VD was not seriously injured in the accident, VD did not visit any hospital emergency room following the accident. To the extent that VD experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of VD by Halioua on January 29, 2020 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that VD presented with problems of moderate to high severity.

- (xiv) On November 17, 2019, an Insured named NF was involved in an automobile accident. The contemporaneous police report indicated that NF's vehicle was drivable following the accident, and that NF was not seriously injured in the accident. In keeping with the fact that NF was not seriously injured in the accident, NF did not visit any hospital emergency room following the accident. To the extent that NF experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of NF by Halioua on February 24, 2020 – more than three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that NF presented with problems of moderate to high severity.
- (xv) On June 6, 2020, an Insured named EH was involved in an automobile accident. The contemporaneous police report indicated that EH's vehicle was drivable following the accident, and that EH was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that EH was not seriously injured in the accident, EH did not visit any hospital emergency room following the accident. To the extent that EH experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of EH by Halioua on August 5, 2020 – two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that EH presented with problems of moderate to high severity.
- (xvi) On September 16, 2020, an Insured named MA was involved in an automobile accident. The contemporaneous police report indicated that MA's vehicle was drivable following the accident, and that MA was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that MA was not seriously injured in the accident, MA did not visit any hospital emergency room following the accident. To the extent that MA experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of MA by Halioua on December 22, 2020 – more than three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that MA presented with problems of moderate to high severity.
- (xvii) On October 16, 2020, an Insured named PO was involved in an automobile accident. The contemporaneous police report indicated that PO's vehicle was drivable following the accident, and that PO was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that PO was not seriously injured in the accident, PO did not visit any hospital emergency room following the accident. To the extent that PO experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported

initial examination of PO by Halioua on January 29, 2021 – more than three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that PO presented with problems of moderate to high severity.

- (xviii) On October 20, 2020, an Insured named FG was involved in an automobile accident. The contemporaneous police report indicated that FG's vehicle was drivable following the accident, and that FG was not seriously injured in the accident. In keeping with the fact that FG was not seriously injured in the accident, FG did not visit any hospital emergency room following the accident. To the extent that PO experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of FG by Halioua on November 24, 2020 – more than a month after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that FG presented with problems of moderate to high severity.
- (xix) On November 9, 2020, an Insured named LW was involved in an automobile accident. The contemporaneous police report indicated that WL's vehicle was drivable following the accident, and that WL was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that WL was not seriously injured in the accident, WL did not visit any hospital emergency room following the accident. To the extent that WL experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of WL by Halioua on February 9, 2021 – three months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that WL presented with problems of moderate to high severity.
- (xx) On April 7, 2021, an Insured named AC was involved in an automobile accident. The contemporaneous police report indicated that AC's vehicle was drivable following the accident, and that AC was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that AC was not seriously injured in the accident, AC did not visit any hospital emergency room following the accident. To the extent that AC experienced any health problems at all as the result of the accident, they were of low or minimal severity, even at the outset, and improved over time. Even so, following a purported initial examination of AC by Halioua on June 29, 2021 – more than two months after the accident – Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that AC presented with problems of moderate to high severity.

89. These are only representative examples. In the claims for initial examinations identified in Exhibit "1", Halioua and Halioua PC routinely falsely represented that the Insureds

presented with problems of moderate to high severity, when in fact the Insureds' problems were low or minimal-severity soft tissue injuries such as sprains and strains, to the extent that they had any continuing problems at all at the time of the examinations.

90. In the claims for initial examinations identified in Exhibit "1", Halioua and Halioua PC routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for their charges for the examinations under CPT code 99204, because examinations billable under CPT code 99204 are reimbursable at higher rates than examinations involving presenting problems of low severity, minimal severity, or no severity.

91. In the claims for initial examinations identified in Exhibit "1", Halioua and Halioua PC also routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for the other Fraudulent Services that Halioua and Halioua PC purported to provide to the Insureds.

b. Misrepresentations Regarding the Amount of Time Spent on the Initial Examinations

92. In addition, in every claim identified in Exhibit "1" for initial examinations under CPT code 99204, Halioua and Halioua PC misrepresented and exaggerated the amount of face-to-face time that Halioua, or other health care practitioners, spent with the Insureds or the Insureds' families during the supposed examinations.

93. Pursuant to the Fee Schedule and CPT Assistant, the use of CPT code 99204 to bill for a patient examination typically represents that the physician, or other health care practitioner, who conducted the examination spent at least 45 minutes of face-to-face time with the patient or the patient's family during the examination.

94. As set forth in Exhibit “1”, Halioua and Halioua PC virtually always billed for their putative initial examinations using CPT code 99204, and thereby represented that Halioua spent at least 45 of face-to-face time with the Insureds or their families during the putative examinations.

95. In fact, in the initial examinations identified in Exhibit “1”, neither Halioua, nor any other health care practitioner associated with Halioua PC, ever spent 45 minutes of face-to-face time with the Insureds or their families when conducting the examinations.

96. Rather, in the initial examinations identified in Exhibit “1”, the examinations rarely lasted more than 15 minutes, to the extent that they were provided at all.

97. In keeping with the fact that the initial examinations in the claims identified in Exhibit “1” rarely lasted more 15 minutes, to the extent that they were provided at all, Halioua and Halioua PC used template forms in conducting the examinations.

98. The template forms that Halioua and Halioua PC used in purporting to conduct the initial examinations set forth a very limited range of examination parameters.

99. The only face-to-face time Halioua, or any other health care practitioner associated with Halioua PC, and the Insureds that was reflected in the limited range of examination parameters consisted of brief patient interviews and limited examinations of the Insureds’ musculoskeletal systems.

100. These interviews and examinations did not cause Halioua, or any other health care practitioner associated with Halioua PC, to spend more than 15 minutes of face-to-face time with the Insureds or their families during the putative initial examinations.

101. In the claims identified in Exhibit “1”, Halioua and Halioua PC routinely misrepresented the amount of time that was spent in conducting the initial examinations because

lengthier examinations that are billable under CPT code 99204 are reimbursable at higher rates than examinations that take less time to perform.

c. Misrepresentations Regarding “Comprehensive” Physical Examinations

102. Moreover, in virtually every claim identified in Exhibit “1” for initial examinations under CPT code 99204, Halioua and Halioua PC falsely represented the extent of the underlying physical examinations.

103. Pursuant to the CPT Assistant and Fee Schedule, at all relevant times the use of CPT code 99204 to bill for a patient examination represented that the physician, or other health care practitioner, who performed the examination conducted a “comprehensive” physical examination.

104. As set forth in Exhibit “1”, Halioua and Halioua PC virtually always billed for their putative initial examinations using CPT code 99204, and thereby represented that Halioua conducted comprehensive physical examinations of the Insureds who purportedly received the examinations.

105. Pursuant to the CPT Assistant, a physical examination does not qualify as “comprehensive” unless the examining physician, or other health care practitioner, either: (i) conducts a general examination of multiple patient organ systems; or (ii) conducts a complete examination of a single patient organ system.

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

107. The CPT Assistant recognizes the following organ systems: (i) constitutional symptoms (e.g., fever, weight loss); (ii) eyes; (iii) ears, nose, mouth, throat; (iv) cardiovascular; (v) respiratory; (vi) gastrointestinal; (vii) genitourinary; (viii) musculoskeletal; (ix) integumentary (skin and/or breast); (x) neurological; (xi) psychiatric; (x) endocrine; (xi) hematologic/lymphatic; and (xii) allergic/immunologic.

108. To the extent that the Insureds in the claims identified in Exhibit “1” had any actual complaints at all as the result of their automobile accidents, the complaints were limited to minor musculoskeletal complaints.

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

- (i) at least three of the following: (a) standing or sitting blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; or (g) weight;
- (ii) the general appearance of the patient – e.g., development, nutrition, body habits, deformities, and attention to grooming;
- (iii) examination of the peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);
- (iv) palpation of lymph nodes in neck, axillae, groin, and/or other location;
- (v) examination of gait and station;
- (vi) examination of joints, bones, muscles, and tendons in at least four of the following areas: (a) head and neck; (b) spine, ribs, and pelvis; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and/or (f) left lower extremity;
- (vii) inspection and palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café-au-lait spots, ulcers) in at least four of the following areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; (f) left lower extremity;

- (viii) coordination, deep tendon reflexes, and sensation; and
- (ix) mental status, including orientation to time, place and person, as well as mood and affect.

110. In the claims for initial examinations identified in Exhibit “1”, Halioua and Halioua PC routinely falsely represented that they had provided “comprehensive” physical examinations to the Insureds, when in fact the putative examinations were not “comprehensive”.

111. For example:

- (i) On September 17, 2015, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named AA, and thereby represented that Halioua had performed a “comprehensive” physical examination on AA. However, Halioua did not document findings with respect to at least eight of AA’s organ systems, nor did he document a “complete” examination of AA’s musculoskeletal system or any of AA’s other organ systems.
- (ii) On November 12, 2015, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named RV, and thereby represented that Halioua had performed a “comprehensive” physical examination on RV. However, Halioua did not document findings with respect to at least eight of RV’s organ systems, nor did he document a “complete” examination of RV’s musculoskeletal system or any of RV’s other organ systems.
- (iii) On September 8, 2016, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named AR, and thereby represented that Halioua had performed a “comprehensive” physical examination on AR. However, Halioua did not document findings with respect to at least eight of AR’s organ systems, nor did he document a “complete” examination of AR’s musculoskeletal system or any of AR’s other organ systems.
- (iv) On September 12, 2016, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named AA, and thereby represented that Halioua had performed a “comprehensive” physical examination on AA. However, Halioua did not document findings with respect to at least eight of AA’s organ systems, nor did he document a “complete” examination of AA’s musculoskeletal system or any of AA’s other organ systems.
- (v) On March 20, 2017, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named SQ, and thereby represented that Halioua had performed a “comprehensive” physical examination on SQ. However, Halioua did not document findings with

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

- (vi) On October 12, 2017, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named YP, and thereby represented that Halioua had performed a "comprehensive" physical examination on YP. However, Halioua did not document findings with respect to at least eight of YP's organ systems, nor did he document a "complete" examination of YP's musculoskeletal system or any of YP's other organ systems.
- (vii) On July 10, 2018, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named MR, and thereby represented that Halioua had performed a "comprehensive" physical examination on MR. However, Halioua did not document findings with respect to at least eight of MR's organ systems, nor did he document a "complete" examination of MR's musculoskeletal system or any of MR's other organ systems.
- (viii) On August 13, 2018, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named CH, and thereby represented that Halioua had performed a "comprehensive" physical examination on CH. However, Halioua did not document findings with respect to at least eight of CH's organ systems, nor did he document a "complete" examination of CH's musculoskeletal system or any of CH's other organ systems.
- (ix) On January 14, 2019, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named BS, and thereby represented that Halioua had performed a "comprehensive" physical examination on BS. However, Halioua did not document findings with respect to at least eight of BS's organ systems, nor did he document a "complete" examination of BS's musculoskeletal system or any of BS's other organ systems.
- (x) On April 4, 2019, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named SG, and thereby represented that Halioua had performed a "comprehensive" physical examination on SG. However, Halioua did not document findings with respect to at least eight of SG's organ systems, nor did he document a "complete" examination of SG's musculoskeletal system or any of SG's other organ systems.
- (xi) On November 18, 2019, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named TS, and thereby represented that Halioua had performed a "comprehensive" physical examination on TS. However, Halioua did not document findings with respect to at least eight of TS's organ systems, nor did he document a "complete" examination of TS's musculoskeletal system or any of TS's other organ systems.

- (xii) On January 29, 2020, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named TB, and thereby represented that Halioua had performed a “comprehensive” physical examination on TB. However, Halioua did not document findings with respect to at least eight of TB’s organ systems, nor did he document a “complete” examination of TB’s musculoskeletal system or any of TB’s other organ systems.
- (xiii) On February 5, 2020, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named CJ, and thereby represented that Halioua had performed a “comprehensive” physical examination on CJ. However, Halioua did not document findings with respect to at least eight of CJ’s organ systems, nor did he document a “complete” examination of CJ’s musculoskeletal system or any of CJ’s other organ systems.
- (xiv) On January 26, 2021, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named VL, and thereby represented that Halioua had performed a “comprehensive” physical examination on VL. However, Halioua did not document findings with respect to at least eight of VL’s organ systems, nor did he document a “complete” examination of VL’s musculoskeletal system or any of VL’s other organ systems.
- (xv) On June 24, 2021, Halioua PC and Halioua billed GEICO under CPT code 99204 for an initial examination that Halioua purported to provide to an Insured named HL, and thereby represented that Halioua had performed a “comprehensive” physical examination on HL. However, Halioua did not document findings with respect to at least eight of HL’s organ systems, nor did he document a “complete” examination of HL’s musculoskeletal system or any of HL’s other organ systems.

112. These are only representative examples. In virtually all of the claims for initial examinations under CPT code 99204 that are identified in Exhibit “1”, Halioua and Halioua PC falsely represented that they had provided “comprehensive” physical examinations, when in fact they had not.

113. In the claims for initial examinations identified in Exhibit “1”, Halioua and Halioua PC falsely represented that they had provided “comprehensive” physical examinations to the Insureds in order to create a false basis for their charges for the examinations under CPT code 99204 because examinations billable under CPT code 99204 are reimbursable at higher rates than

examinations that do not require the examining healthcare services provider to provide “comprehensive” physical examinations.

d. Misrepresentations Regarding the Extent of Medical Decision-Making

114. In addition, when Halioua and Halioua PC submitted charges for initial examinations under CPT code 99204, they represented that the examinations entailed medical decision-making of “moderate complexity”.

115. Pursuant to the CPT Assistant and Fee Schedule, the complexity of medical decision-making is measured by: (i) the number of diagnoses and/or the number of management options to be considered; (ii) the amount and/or complexity of medical records, diagnostic tests, and other information that must be retrieved, reviewed, and analyzed; and (iii) the risk of significant complications, morbidity, mortality, as well as co-morbidities associated with the patient’s presenting problems, the diagnostic procedures, and/or the possible management options.

116. Though Halioua and Halioua PC routinely billed for their putative initial examinations using CPT code 99204 and thereby falsely represented that the initial examinations involved medical decision-making of “moderate” complexity, in actuality the initial examinations did not involve any medical decision-making at all.

117. The putative initial examinations identified in Exhibit “1” did not involve any actual medical decision-making at all because the outcomes of the putative initial examinations were pre-determined to result in substantially similar, phony “diagnoses” for virtually every Insured, and a substantially similar, medically unnecessary treatment plan for every Insured.

118. In virtually every case, the initial examinations that Halioua and Halioua PC supposedly provided did not involve the retrieval, review, or analysis of any meaningful amount of medical records, diagnostic tests, or other information.

119. When the Insureds in the claims identified in Exhibit “1” presented to Halioua and Halioua PC for “treatment”, they typically did not arrive with any significant amount of medical records.

120. Furthermore, prior to the initial examinations, Halioua and Halioua PC typically neither requested any medical records from any other health services providers, nor conducted any diagnostic tests.

121. Moreover, in the claims for initial examinations identified in Exhibit “1”, there was no risk of significant complications or morbidity – much less mortality – from the Insureds’ minor soft-tissue injury complaints, to the extent that they ever had any complaints arising from automobile accidents at all.

122. Nor, by extension, was there any risk of significant complications, morbidity, or mortality from the diagnostic procedures or treatment options provided by Halioua and Halioua PC, to the extent that Halioua and Halioua PC provided any such procedures or treatment options in the first instance.

123. In almost every instance, any diagnostic procedures and “treatments” that Halioua and Halioua PC actually provided were limited to a series of medically unnecessary follow-up examinations and pain management injections, none of which was health- or life-threatening if properly administered.

124. Moreover, in Halioua and Halioua PC’s claims for initial examinations identified in Exhibit “1”, Halioua and Halioua PC did not consider any significant number of diagnoses or treatment options for Insureds during the purported initial examinations.

125. Rather, to the extent that the initial examinations were conducted in the first instance, Halioua and Halioua PC provided substantially similar, pre-determined “diagnoses” for every Insured, and prescribed a substantially similar course of treatment for every Insured.

126. Specifically, in most of the claims identified in Exhibit “1”, during the initial examinations the Insureds did not report any significant continuing medical problems that legitimately could be traced to an underlying automobile accident.

127. Even so, Halioua and Halioua PC prepared initial examination reports in which they provided phony, objectively unverifiable soft tissue injury “diagnoses” to virtually every Insured.

128. Then, based upon these phony “diagnoses”, Halioua and Halioua PC directed virtually every Insured to continue to return to Halioua PC on a regular basis for medically unnecessary follow-up examinations and pain management injections, regardless of their individual circumstances or presentation.

129. For example:

- (i) On June 11, 2015, an Insured named WB was involved in an automobile accident. The contemporaneous police report indicated that WB was not seriously injured in the accident. In keeping with the fact that WB was not seriously injured in the accident, WB did not visit any hospital emergency room following the accident. To the extent that WB experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of WB on October 8, 2015. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided WB with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither WB’s presenting problems, nor the treatment plan provided to WB by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, WB did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of pain medicine and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to WB. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and

thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (ii) On July 24, 2016, an Insured named MC was involved in an automobile accident. The contemporaneous police report indicated that MC was not seriously injured in the accident. In keeping with the fact that MC was not seriously injured in the accident, MC did not visit any hospital emergency room following the accident. To the extent that MC experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of MC on October 24, 2016. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided MC with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MC’s presenting problems, nor the treatment plan provided to MC by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, MC did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of physical therapy, chiropractic, and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to MC. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (iii) On January 2, 2017, an Insured named MM was involved in an automobile accident. The contemporaneous police report indicated that MM was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that MM was not seriously injured in the accident, MM did not visit any hospital emergency room following the accident. To the extent that MM experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of MM on May 10, 2017. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided MM with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MM’s presenting problems, nor the treatment plan provided to MM by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, MM did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of physical therapy, pain medicine, and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to MM. Even so, Halioua PC and

Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (iv) On January 4, 2017, an Insured named HS was involved in an automobile accident. The contemporaneous police report indicated that HS was not seriously injured in the accident. In keeping with the fact that HS was not seriously injured in the accident, HS did not visit any hospital emergency room following the accident. To the extent that HS experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of HS on July 24, 2017. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided HS with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither HS’s presenting problems, nor the treatment plan provided to HS by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, HS did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of pain medicine and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to HS. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (v) On March 27, 2017, an Insured named MD was involved in an automobile accident. The contemporaneous police report indicated that MD was not seriously injured in the accident. In keeping with the fact that MD was not seriously injured in the accident, MD did not visit any hospital emergency room following the accident. To the extent that MD experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of MD on September 15, 2017. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided MD with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MD’s presenting problems, nor the treatment plan provided to MD by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, MD did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of pain medicine and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to MD. Even so, Halioua PC and

Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (vi) On April 1, 2018, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG was not seriously injured in the accident. In keeping with the fact that MG was not seriously injured in the accident, MG did not visit any hospital emergency room following the accident. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of MG on January 3, 2019. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided MG with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MG’s presenting problems, nor the treatment plan provided to MG by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, MG did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of chiropractic, pain medicine, and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to MG. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (vii) On February 11, 2019, an Insured named MM was involved in an automobile accident. The contemporaneous police report indicated that MM was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that MM was not seriously injured in the accident, MM did not visit any hospital emergency room following the accident. To the extent that MM experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of MM on October 2, 2019. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided MM with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MM’s presenting problems, nor the treatment plan provided to MM by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, MM did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of chiropractic, pain medicine, and interventional pain management injections, none of which, if properly

performed, posed the least bit of risk to MM. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (viii) On October 23, 2019, an Insured named RT was involved in an automobile accident. The contemporaneous police report indicated that RT was not seriously injured in the accident. In keeping with the fact that RT was not seriously injured in the accident, RT did not visit any hospital emergency room following the accident. To the extent that RT experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of RT on February 3, 2020. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided RT with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither RT’s presenting problems, nor the treatment plan provided to RT by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, RT did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of chiropractic, physical therapy, pain medicine, and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to RT. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (ix) On November 16, 2020, an Insured named KY was involved in an automobile accident. The contemporaneous police report indicated that KY was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that KY was not seriously injured in the accident, KY did not visit any hospital emergency room following the accident. To the extent that KY experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of KY on February 9, 2021. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided KY with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither KY’s presenting problems, nor the treatment plan provided to KY by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, KY did not need any significant treatment at all as a result of the accident, and the treatment plan

provided by Halioua PC and Halioua consisted of pain medicine and interventional pain management injections, none of which, if properly performed, posed the least bit of risk to KY. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (x) On June 3, 2021, an Insured named LI was involved in an automobile accident. The contemporaneous police report indicated that LI was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that LI was not seriously injured in the accident, LI did not visit any hospital emergency room following the accident. To the extent that LI experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, Halioua PC and Halioua purported to conduct an initial examination of LI on September 28, 2021. Halioua did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Halioua did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Halioua provided LI with the phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither LI’s presenting problems, nor the treatment plan provided to LI by Halioua PC and Halioua presented any risk of significant complications, morbidity, or mortality. To the contrary, LI did not need any significant treatment at all as a result of the accident, and the treatment plan provided by Halioua PC and Halioua consisted of pain medicine, physical therapy, and a follow-up examination, none of which, if properly performed, posed the least bit of risk to LI. Even so, Halioua PC and Halioua billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Halioua engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

130. In this context, there are a substantial number of variables that can affect whether, how, and to what extent an individual is injured in a given automobile accident.

131. An individual’s age, height, weight, general physical condition, location within the vehicle, and the location of the impact all will affect whether, how, and to what extent an individual is injured in a given automobile accident.

132. As set forth above, in the claims identified in Exhibit “1”, most of the Insureds whom the Defendants purported to treat were involved in relatively minor accidents.

133. It is highly improbable that any two Insureds involved in any one of the relatively minor automobile accidents in the claims identified in Exhibit “1” would suffer substantially identical injuries as the result of their accidents, or require a substantially identical course of treatment.

134. It is even more improbable – to the point of impossibility – that this would occur repeatedly, oftentimes with the Insureds presenting for initial examinations at Halioua PC with substantially identical injuries on or about the exact same dates after their accidents.

135. Even so, in keeping with the fact that Halioua and Halioua PC’s putative “diagnoses” were phony, and in keeping with the fact that their putative initial examinations involved no actual medical decision-making at all, Halioua and Halioua PC frequently issued substantially identical “diagnoses”, on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially similar course of medically unnecessary “treatment” to the Insureds.

136. For example:

- (i) On December 10, 2015, two insureds – LC and TS – were involved in the same automobile accident. Thereafter, LC and TS presented on February 15, 2016 to Halioua PC for initial examinations by Halioua. LC and TS were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that LC and TS suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided LC and TS with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (ii) On February 1, 2016, two insureds – CV and GA – were involved in the same automobile accident. Thereafter, CV and GA presented on May 10, 2016 to Halioua PC for initial examinations by Halioua. CV and GA were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that CV and GA suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided CV and GA with

substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.

- (iii) On February 9, 2016, two insureds – CA and AC – were involved in the same automobile accident. Thereafter, CA and AC presented on March 3, 2016 to Halioua PC for initial examinations by Halioua. CA and AC were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that CA and AC suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided CA and AC with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (iv) On July 3, 2016, two insureds – LG and AR – were involved in the same automobile accident. Thereafter, LG and AR presented on September 8, 2016 to Halioua PC for initial examinations by Halioua. LG and AR were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that LG and AR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided LG and AR with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (v) On July 24, 2016, two insureds – MC and JM – were involved in the same automobile accident. Thereafter, MC and JM presented on October 24, 2016 to Halioua PC for initial examinations by Halioua. MC and JM were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that MC and JM suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided MC and JM with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (vi) On October 9, 2016, two insureds – LT and BM – were involved in the same automobile accident. Thereafter, LT and BM presented on November 3, 2016 to Halioua PC for initial examinations by Halioua. LT and BM were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that LT and BM suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided LT and BM with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (vii) On December 23, 2016, two insureds – SC and HA – were involved in the same automobile accident. Thereafter, SC and HA presented on October 24, 2016 to Halioua PC for initial examinations by Halioua. SC and HA were different ages, in

different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that SC and HA suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided SC and HA with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.

- (viii) On January 6, 2017, two insureds – DP and AS – were involved in the same automobile accident. Thereafter, DP and AS presented on April 13, 2017 to Halioua PC for initial examinations by Halioua. DP and AS were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that DP and AS suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided DP and AS with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (ix) On January 15, 2017, three insureds – EP, EV, and TU – were involved in the same automobile accident. Thereafter, EP, EV, and TU presented on May 31, 2017 to Halioua PC for initial examinations by Halioua. EP, EV, and TU were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that EP, EV, and TU suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided EP, EV, and TU with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for all of them.
- (x) On May 13, 2017, two insureds – FD and JP – were involved in the same automobile accident. Thereafter, FD and JP presented on August 24, 2017 to Halioua PC for initial examinations by Halioua. FD and JP were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that FD and JP suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided FD and JP with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xi) On July 19, 2017, two insureds – RR and DA – were involved in the same automobile accident. Thereafter, RR and DA presented on December 14, 2017 to Halioua PC for initial examinations by Halioua. RR and DA were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that RR and DA suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided RR and DA with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.

- (xii) On December 22, 2018, two insureds – KR and AV – were involved in the same automobile accident. Thereafter, KR and AV presented on July 16, 2019, to Halioua PC for initial examinations by Halioua. KR and AV were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that KR and AV suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided KR and AV with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xiii) On March 30, 2019, two insureds – RD and YL – were involved in the same automobile accident. Thereafter, RD and YL presented on May 22, 2019 and July 24, 2019, respectively, to Halioua PC for initial examinations by Halioua. RD and YL were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that RD and YL suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided RD and YL with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xiv) On June 12, 2019, three insureds – JD, ML, and LP – were involved in the same automobile accident. Thereafter, JD, ML, and LP presented on October 16, 2019 to Halioua PC for initial examinations by Halioua. JD, ML, and LP were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that JD, ML, and LP suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided JD, ML, and LP with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for all of them.
- (xv) On February 18, 2020, two insureds – FE and AI – were involved in the same automobile accident. Thereafter, FE and AI presented on August 26, 2020 to Halioua PC for initial examinations by Halioua. FE and AI were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that FE and AI suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided FE and AI with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xvi) On March 4, 2020, two insureds – RC and MV – were involved in the same automobile accident. Thereafter, RC and MV presented on August 24, 2020 to Halioua PC for initial examinations by Halioua. RC and MV were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that RC and MV suffered any

injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided RC and MV with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.

- (xvii) On April 27, 2020, two insureds – FP and JF – were involved in the same automobile accident. Thereafter, FP and JF presented on July 27, 2020 to Halioua PC for initial examinations by Halioua. FP and JF were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that FP and JF suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided FP and JF with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xviii) On May 22, 2020, two insureds – AK and MK – were involved in the same automobile accident. Thereafter, AK and MK presented on June 24, 2020 to Halioua PC for initial examinations by Halioua. AK and MK were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that AK and MK suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided AK and MK with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xix) On June 9, 2020, two insureds – CB and DR – were involved in the same automobile accident. Thereafter, CB and DR presented on September 15, 2020 to Halioua PC for initial examinations by Halioua. CB and DR were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that CB and DR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided CB and DR with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xx) On July 2, 2020, four insureds – JS, JJ, JP, and RR – were involved in the same automobile accident. Thereafter, JS presented to Halioua PC for an initial examination by Halioua on July 22, 2020, and JJ, JP, and RR presented to Halioua PC for initial examinations by Halioua on August 5, 2020. JS, JJ, JP, and RR were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that JS, JJ, JP, and RR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided JS, JJ, JP, and RR with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for all of them.

- (xxi) On August 20, 2020, two insureds – WR and KR – were involved in the same automobile accident. Thereafter, WR and KR presented on April 14, 2021 to Halioua PC for initial examinations by Halioua. WR and KR were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that WR and KR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided WR and KR with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxii) On August 20, 2020, two insureds – MM and JM – were involved in the same automobile accident. Thereafter, MM and JM presented on December 8, 2020 to Halioua PC for initial examinations by Halioua. MM and JM were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that MM and JM suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided MM and JM with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxiii) On September 7, 2020, two insureds – LA and SN – were involved in the same automobile accident. Thereafter, on October 20, 2020, LA and SN presented to Halioua PC for initial examinations by Halioua. LA and SN were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that LA and SN suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided LA and SN with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxiv) On September 10, 2020, three insureds – AB, LB, and MG – were involved in the same automobile accident. Thereafter, on October 19, 2020, AB, LB, and MG presented to Halioua PC for initial examinations by Halioua. AB, LB, and MG were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that AB, LB, and MG suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided AB, LB, and MG with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for all of them.
- (xxv) On December 14, 2020, two insureds – WL and FV – were involved in the same automobile accident. Thereafter, WL and FV presented on April 7, 2021 to Halioua PC for initial examinations by Halioua. WL and FV were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that WL and FV suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the

putative initial examinations, Halioua PC and Halioua provided WL and FV with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.

- (xxvi) On January 15, 2021, two insureds – JC and AM – were involved in the same automobile accident. Thereafter, JC and AM presented on March 15, 2021 to Halioua PC for initial examinations by Halioua. JC and AM were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that JC and AM suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided JC and AM with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxvii) On March 20, 2021, two insureds – ME and EE – were involved in the same automobile accident. Thereafter, ME and EE presented on July 21, 2021 to Halioua PC for initial examinations by Halioua. ME and EE were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that ME and EE suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided ME and EE with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxviii) On April 7, 2021, two insureds – AC and JC – were involved in the same automobile accident. Thereafter, AC and JC presented on June 29, 2021 to Halioua PC for initial examinations by Halioua. AC and JC were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that AC and JC suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided AC and JC with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxix) On April 13, 2021, two insureds – KT and MG – were involved in the same automobile accident. Thereafter, KT and MG presented on September 20, 2021 to Halioua PC for initial examinations by Halioua. KT and MG were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that KT and MG suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided KT and MG with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.
- (xxx) On June 28, 2021, two insureds – DM and VG – were involved in the same automobile accident. Thereafter, DM and VG presented on October 18, 2021 to

Halioua PC for initial examinations by Halioua. DM and VG were different ages, in different physical condition, and experienced the impact of the collision from different locations in the vehicle. To the extent that DM and VG suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Halioua PC and Halioua provided DM and VG with substantially identical, phony “diagnoses”, and recommended a substantially similar course of “treatment” for both of them.

137. These are only representative examples. In the claims for initial examinations that are identified in Exhibit “1”, Halioua and Halioua PC often issued substantially identical “diagnoses”, on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially identical course of medically unnecessary “treatment” to the Insureds, despite the fact that the Insureds were differently situated.

138. Halioua and Halioua PC routinely inserted these false “diagnoses” in their initial examination reports in order to create the false impression that the initial examinations required some legitimate medical decision-making, and in order to create a false justification for the interventional pain management injections that the Defendants later purported to provide to the Insureds.

2. The Fraudulent Charges for Follow-Up Examinations at Halioua PC

139. In addition to their fraudulent initial examinations, Halioua and Halioua PC typically purported to subject the Insureds in the claims identified in Exhibit “1” to multiple fraudulent follow-up examinations during the course of Halioua and Halioua PC’s fraudulent treatment and billing protocol.

140. Halioua purported to perform virtually all of the putative follow-up examinations on behalf of Halioua PC in the claims identified in Exhibit “1”.

141. As set forth in Exhibit “1”, Halioua then billed the purported follow-up examinations through Halioua PC to GEICO typically under CPT code 99214, resulting in a charge of \$130.00 for each putative follow-up examination.

142. All of Halioua and Halioua PC’s billing for their purported follow-up examinations was fraudulent because it misrepresented Halioua and Halioua PC’s eligibility to collect PIP Benefits in the first instance.

143. Halioua and Halioua PC’s charges for follow-up examinations identified in Exhibit “1” also were fraudulent in that they misrepresented the nature and extent of the follow-up examinations.

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

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

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

146. The CPT Assistant provides various clinical examples of the types of presenting problems that legitimately qualify as moderately to highly severe, and thereby justify the use of CPT code 99214 to bill for a follow-up patient examination.

147. For example

- (i) Office visit for a 68-year-old male with stable angina, two months post myocardial infarction, who is not tolerating one of his medications. (Cardiology)
- (ii) Office evaluation of 28-year-old patient with regional enteritis, diarrhea, and low-grade fever, established patient. (Family Medicine/Internal Medicine)

- (iii) Weekly office visit for 5FU therapy for an ambulatory established patient with metastatic colon cancer and increasing shortness of breath. (Hematology/Oncology)
- (iv) Office visit with 50-year-old female, established patient, diabetic, blood sugar controlled by diet. She now complains of frequency of urination and weight loss, blood sugar of 320 and negative ketones on dipstick. (Internal Medicine)
- (v) Follow-up visit for a 60-year-old male whose post-traumatic seizures have disappeared on medication, and who now raises the question of stopping the medication. (Neurology)
- (vi) Follow-up office visit for a 45-year-old patient with rheumatoid arthritis on gold, methotrexate, or immunosuppressive therapy. (Rheumatology)
- (vii) Office evaluation on new onset RLQ pain in a 32-year-old woman, established patient. (Urology/General Surgery/ Internal Medicine/Family Medicine)
- (viii) Office visit with 63-year-old female, established patient, with familial polyposis, after a previous colectomy and sphincter sparing procedure, now with tenesmus, mucus, and increased stool frequency. (Colon and Rectal Surgery)

148. Accordingly, pursuant to the CPT Assistant, the moderately to highly severe presenting problems that could support the use of CPT code 99214 to bill for a follow-up patient examination typically are problems that pose a serious threat to a patient's health, or even the patient's life.

149. By contrast, and as set forth above, to the extent that the Insureds in the claims identified in Exhibit "1" suffered any injuries at all in their minor automobile accidents, the injuries virtually always were minor soft tissue injuries such as sprains and strains.

150. By the time the Insureds in the claims identified in Exhibit "1" presented to Halioua and Halioua PC for the putative follow-up examinations -- typically months after their minor accidents -- the Insureds either did not have any genuine presenting problems at all as the result of their minor automobile accidents, or their presenting problems were minimal.

151. Even so, in the claims for follow-up examinations identified in Exhibit “1”, Halioua and Halioua PC routinely billed for their putative follow-up examinations under CPT code 99214, and thereby falsely represented that the Insureds continued to suffer from presenting problems of moderate to high severity, despite the fact that the purported examinations were typically provided many months after the Insureds’ minor automobile accidents, and long after any soft tissue injury pain or other symptoms attendant to the minor automobile accidents would have resolved.

152. For example:

- (i) On December 30, 2015, an Insured named JW was involved in an automobile accident. The contemporaneous police report indicated that JW’s vehicle was drivable following the accident, and that JW was not seriously injured in the accident. In keeping with the fact that JW was not seriously injured in the accident, JW did not visit any hospital emergency room following the accident. To the extent that JW experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of JW on August 18, 2016 – eight months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that JW presented with problems of moderate to high severity.
- (ii) On August 11, 2016, an Insured named DA was involved in an automobile accident. The contemporaneous police report indicated that DA’s vehicle was drivable following the accident, and that DA was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that DA was not seriously injured in the accident, DA did not visit any hospital emergency room following the accident. To the extent that DA experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following purported a follow-up examination of DA on March 1, 2017 – more than six months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that DA presented with problems of moderate to high severity.
- (iii) On December 22, 2018, an Insured named AV was involved in an automobile accident. The contemporaneous police report indicated that AV’s vehicle was drivable following the accident, and that AV was not seriously injured in the accident. In keeping with the fact that AV was not seriously injured in the accident, AV did not visit any hospital emergency room following the accident. To the extent that AV experienced any health problems at all as the result of the accident, they

were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following purported follow-up examinations of AV on August 9, 2019, December 19, 2019, and September 23, 2020 – between eight and twenty-one months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examinations using CPT code 99214, and thereby falsely represented that AV presented with problems of moderate to high severity.

- (iv) On March 30, 2019, an Insured named YL was involved in an automobile accident. The contemporaneous police report indicated that YL's vehicle was drivable following the accident, and that YL was not seriously injured in the accident. In keeping with the fact that YL was not seriously injured in the accident, YL did not visit any hospital emergency room following the accident. To the extent that YL experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of YL on September 18, 2019 – more than five months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that YL presented with problems of moderate to high severity.
- (v) On December 8, 2019, an Insured named KD was involved in an automobile accident. The contemporaneous police report indicated that KD's vehicle was drivable following the accident, and that KD was not seriously injured in the accident. In keeping with the fact that KD was not seriously injured in the accident, KD did not visit any hospital emergency room following the accident. To the extent that KD experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following purported follow-up examinations of KD on January 25, 2021 and March 23, 2021 – between two and three months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examinations using CPT code 99214, and thereby falsely represented that KD presented with problems of moderate to high severity.
- (vi) On December 11, 2019, an Insured named NE was involved in an automobile accident. The contemporaneous police report indicated that NE's vehicle was drivable following the accident, and that NE was not seriously injured in the accident. In keeping with the fact that NE was not seriously injured in the accident, NE did not visit any hospital emergency room following the accident. To the extent that NE experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following purported follow-up examinations of NE on February 3, 2020 and March 16, 2020 – between two and three months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examinations using CPT code 99214, and thereby falsely represented that NE presented with problems of moderate to high severity.

- (vii) On February 24, 2020, an Insured named JG was involved in an automobile accident. The contemporaneous police report indicated that JG's vehicle was drivable following the accident, and that JG was not seriously injured in the accident. In keeping with the fact that JG was not seriously injured in the accident, JG did not visit any hospital emergency room following the accident. To the extent that JG experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of JG on August 11, 2020 – more than five months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that JG presented with problems of moderate to high severity.
- (viii) On August 20, 2020, an Insured named WR was involved in an automobile accident. The contemporaneous police report indicated that WR's vehicle was drivable following the accident, and that WR was not seriously injured in the accident. In keeping with the fact that WR was not seriously injured in the accident, WR did not visit any hospital emergency room following the accident. To the extent that WR experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of WR on June 9, 2021 – more than nine months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that WR presented with problems of moderate to high severity.
- (ix) On October 10, 2020, an Insured named DD was involved in an automobile accident. The contemporaneous police report indicated that DD's vehicle was drivable following the accident, and that DD was not seriously injured in the accident. In keeping with the fact that DD was not seriously injured in the accident, DD did not visit any hospital emergency room following the accident. To the extent that DD experienced any health problems at all as the result of the accident, they were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following purported follow-up examinations of DD on January 4, 2021 and February 22, 2021 – between three and four months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examinations using CPT code 99214, and thereby falsely represented that DD presented with problems of moderate to high severity.
- (x) On November 9, 2020, an Insured named LW was involved in an automobile accident. The contemporaneous police report indicated that LW's vehicle was drivable following the accident, and that LW was not seriously injured in the accident. In keeping with the fact that LW was not seriously injured in the accident, LW did not visit any hospital emergency room following the accident. To the extent that LW experienced any health problems at all as the result of the accident, they

were of low or minimal severity, and had completely resolved or were minimal within two or three months of the accident. Even so, following purported follow-up examinations of LW on March 8, 2021 and April 21, 2021 – between four and five months after the accident – Halioua PC and Halioua billed GEICO for the follow-up examinations using CPT code 99214, and thereby falsely represented that LW presented with problems of moderate to high severity.

153. These are only representative examples. In the claims for follow-up examinations billed under CPT code 99214 that are identified in Exhibit “1”, Halioua and Halioua PC routinely falsely represented that the Insureds presented with problems of moderate to high severity, when in fact the Insureds either did not have any genuine presenting problems at all as the result of their minor automobile accidents at the time of the follow-up examinations, or else their presenting problems were minimal.

154. In the claims for follow-up examinations billed under CPT code 99214 that are identified in Exhibit “1”, Halioua and Halioua PC routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for their charges for the examinations under CPT code 99214, because follow-up examinations billable under CPT code 99214 are reimbursable at higher rates than examinations involving presenting problems of minimal severity, or no severity.

155. In the claims for follow-up examinations that are identified in Exhibit “1”, Halioua and Halioua PC also routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for the interventional pain management injections that Halioua and Halioua PC also purported to provide the Insureds, as well as for referrals to the other providers at the Clinics for additional medically unnecessary services.

b. Misrepresentations Regarding the Amount of Time Spent on the Follow-Up Examinations

156. Furthermore, in the claims for follow-up examinations identified in Exhibit “1” that were billed under CPT code 99214 Halioua and Halioua PC misrepresented the amount of time that was spent on the follow-up examinations.

157. Pursuant to the CPT Assistant and Fee Schedule, the use of CPT code 99214 to bill for a follow-up examination typically represents that the physician, or other health care practitioner who performed the examination, spent at least 30 minutes of face-to-face time with the patient or the patient’s family.

158. As set forth in Exhibit “1”, Halioua and Halioua PC submitted the vast majority of their billing for follow-up examinations under CPT code 99214, and thereby represented that Halioua spent at least 30 minutes of face-to-face time with the Insureds or the Insureds’ families during the examinations.

159. In fact, in the claims for follow-up examinations identified in Exhibit “1”, the follow-up examinations did not entail more than 10 minutes of face-to-face time between Halioua, or any other health care practitioners, and the Insureds or their families, to the extent that the examinations actually were performed in the first instance.

160. For instance, and in keeping with the fact that the follow-up examinations allegedly provided through Halioua PC did not legitimately entail more than 10 minutes of face-to-face time with the Insureds or their families, Halioua and Halioua PC used a template in purporting to conduct the follow-up examinations.

161. The template that Halioua and Halioua PC used in purporting to conduct the follow-up examinations set forth a very limited range of examination parameters.

162. The only face-to-face time between the Halioua, or any other health care practitioners, and the Insureds that was reflected in the limited range of examination parameters consisted of brief patient interviews and very brief examination of the Insureds' musculoskeletal systems.

163. These brief interviews and examinations did not require Halioua, or any other health care practitioner associated with Halioua PC, to spend more than 10 minutes of face-to-face time with the Insureds or their families.

164. In the claims for follow-up examinations identified in Exhibit "1", Halioua and Halioua PC falsely represented that the examinations involved at least 30 minutes of face-to-face time with the Insureds or their families in order to create a false basis for their charges under CPT code 99214, because examinations billable under CPT code 99214 are reimbursable at a higher rate than examinations that require less time to perform.

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

165. Furthermore, pursuant to the Fee Schedule, when Halioua and Halioua PC submitted charges for the follow-up examinations under CPT code 99214, they represented that they performed at least two of the following three components: (i) took a "detailed" patient history; (ii) conducted a "detailed" physical examination; and (iii) engaged in medical decision-making of "moderate complexity".

166. Actually, however, in the claims for follow-up examinations identified in Exhibit "1", Halioua and Halioua PC did not take any legitimate patient histories, conduct any legitimate physical examinations, or engage in any legitimate medical decision-making at all.

167. Rather, following their purported follow-up examinations, Halioua and Halioua PC simply reiterated the false, boilerplate "diagnoses" from the Insureds' initial examinations and, in

most cases, recommended that the Insureds receive medically unnecessary interventional pain management procedures.

168. For example:

- (i) On August 11, 2016, an Insured named DA was involved in an automobile accident. The contemporaneous police report indicated that DA's vehicle was drivable following the accident, and that DA was not seriously injured in the accident. In keeping with the fact that DA was not seriously injured in the accident, DA did not visit any hospital emergency room following the accident. To the extent that DA experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of DA on March 1, 2017 – seven months after the accident – Halioua PC and Halioua falsely reported that DA continued to suffer from pain as the result of the accident, and recommended that DA receive a pain management injection and procedure from Halioua PC.
- (ii) On January 4, 2017, an Insured named HS was involved in an automobile accident. The contemporaneous police report indicated that HS was not seriously injured in the accident. In keeping with the fact that HS was not seriously injured in the accident, HS did not visit any hospital emergency room following the accident. To the extent that HS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of HS on November 17, 2017 – more than eleven months after the accident – Halioua PC and Halioua falsely reported that HS continued to suffer from pain as the result of the accident, and recommended that HS receive a pain management injection from Halioua PC.
- (iii) On July 17, 2018, an Insured named SG was involved in an automobile accident. The contemporaneous police report indicated that SG's vehicle was drivable following the accident, and that SG was not seriously injured in the accident. In keeping with the fact that SG was not seriously injured in the accident, SG did not visit any hospital emergency room following the accident. To the extent that SG experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of SG on December 12, 2019 – seventeen months after the accident – Halioua PC and Halioua falsely reported that SG continued to suffer from pain as the result of the accident, and recommended that SG receive a pain management injection and procedure from Halioua PC.
- (iv) On October 10, 2018, an Insured named AM was involved in an automobile accident. The contemporaneous police report indicated that AM's vehicle was

drivable following the accident, and that AM was not seriously injured in the accident. In keeping with the fact that AM was not seriously injured in the accident, AM did not visit any hospital emergency room following the accident. To the extent that AM experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of AM on December 17, 2019 – fourteen months after the accident – Halioua PC and Halioua falsely reported that AM continued to suffer from pain as the result of the accident, and recommended that AM receive multiple pain management injections from Halioua PC.

- (v) On August 13, 2019, an Insured named AK was involved in an automobile accident. The contemporaneous police report indicated that AK's vehicle was drivable following the accident, and that AK was not seriously injured in the accident. In keeping with the fact that AK was not seriously injured in the accident, AK did not visit any hospital emergency room following the accident. To the extent that AK experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of AK on March 17, 2020 – seven months after the accident – Halioua PC and Halioua falsely reported that AK continued to suffer from pain as the result of the accident, and recommended that AK receive a pain management injection from Halioua PC.
- (vi) On November 16, 2019, an Insured named VD was involved in an automobile accident. The contemporaneous police report indicated that VD's vehicle was drivable following the accident, and that VD was not seriously injured in the accident. In keeping with the fact that VD was not seriously injured in the accident, VD did not visit any hospital emergency room following the accident. To the extent that VD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of VD on February 24, 2020 – more than three months after the accident – Halioua PC and Halioua falsely reported that VD continued to suffer from pain as the result of the accident, and recommended that VD receive multiple pain management injections from Halioua PC.
- (vii) On November 17, 2019, an Insured named NF was involved in an automobile accident. The contemporaneous police report indicated that NF's vehicle was drivable following the accident, and that NF was not seriously injured in the accident. In keeping with the fact that NF was not seriously injured in the accident, NF did not visit any hospital emergency room following the accident. To the extent that NF experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of NF on September 22, 2020 – more than ten months after

the accident – Halioua PC and Halioua falsely reported that NF continued to suffer from pain as the result of the accident, and recommended that NF receive multiple pain management injections from Halioua PC.

- (viii) On December 23, 2019, an Insured named LR was involved in an automobile accident. The contemporaneous police report indicated that LR's vehicle was drivable following the accident, and that LR was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that LR was not seriously injured in the accident, LR did not visit any hospital emergency room following the accident. To the extent that LR experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of LR January 12, 2021 – thirteen months after the accident – Halioua PC and Halioua falsely reported that LR continued to suffer from pain as the result of the accident, and recommended that LR receive a pain management injection from Halioua PC.
- (ix) On February 13, 2020, an Insured named AR was involved in an automobile accident. The contemporaneous police report indicated that AR's vehicle was drivable following the accident, and that AR was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that AR was not seriously injured in the accident, AR did not visit any hospital emergency room following the accident. To the extent that AR experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of AR on June 18, 2020 – four months after the accident – Halioua PC and Halioua falsely reported that AR continued to suffer from pain as the result of the accident, and recommended that AR receive multiple pain management injections from Halioua PC.
- (x) On September 26, 2020, an Insured named JT was involved in an automobile accident. The contemporaneous police report indicated that JT's vehicle was drivable following the accident, and that JT was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that JT was not seriously injured in the accident, JT did not visit any hospital emergency room following the accident. To the extent that JT experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of JT on February 15, 2021 – more than five months after the accident – Halioua PC and Halioua falsely reported that JT continued to suffer from pain as the result of the accident, and recommended that JT receive multiple pain management injections from Halioua PC.

- (xi) On September 16, 2020, an Insured named MA was involved in an automobile accident. The contemporaneous police report indicated that MA's vehicle was drivable following the accident, and that MA was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that MA was not seriously injured in the accident, MA did not visit any hospital emergency room following the accident. To the extent that MA experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of MA on April 6, 2021 – seven months after the accident – Halioua PC and Halioua falsely reported that MA continued to suffer from pain as the result of the accident, and recommended that MA receive multiple pain management injections from Halioua PC.
- (xii) On October 10, 2020, an Insured named DD was involved in an automobile accident. The contemporaneous police report indicated that DD's vehicle was drivable following the accident, and that DD was not seriously injured in the accident. In keeping with the fact that DD was not seriously injured in the accident, DD did not visit any hospital emergency room following the accident. To the extent that DD experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of DD on February 22, 2021 – more than four months after the accident – Halioua PC and Halioua falsely reported that DD continued to suffer from pain as the result of the accident, and recommended that DD receive a pain management injection from Halioua PC.
- (xiii) On October 16, 2020, an Insured named PO was involved in an automobile accident. The contemporaneous police report indicated that PO's vehicle was drivable following the accident, and that PO was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that PO was not seriously injured in the accident, PO did not visit any hospital emergency room following the accident. To the extent that PO experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of PO on April 6, 2021 – five months after the accident – Halioua PC and Halioua falsely reported that PO continued to suffer from pain as the result of the accident, and recommended that PO receive multiple pain management injections from Halioua PC.
- (xiv) On October 20, 2020, an Insured named FG was involved in an automobile accident. The contemporaneous police report indicated that FG's vehicle was drivable following the accident, and that FG was not seriously injured in the accident. In keeping with the fact that FG was not seriously injured in the accident, FG did not visit any hospital emergency room following the accident. To the extent

that FG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of FG on March 23, 2021 – five months after the accident – Halioua PC and Halioua falsely reported that FG continued to suffer from pain as the result of the accident, and recommended that FG receive a pain management injection from Halioua PC.

- (xv) On January 15, 2021, an Insured named JC was involved in an automobile accident. The contemporaneous police report indicated that JC’s vehicle was drivable following the accident, and that JC was not seriously injured in the accident. In keeping with the fact that JC was not seriously injured in the accident, JC did not visit any hospital emergency room following the accident. To the extent that JC experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two or three months of the accident. Even so, following a purported follow-up examination of JC on May 6, 2021 – four months after the accident – Halioua PC and Halioua falsely reported that JC continued to suffer from pain as the result of the accident, and recommended that JC receive a pain management injection from Halioua PC.

169. These are only representative examples. In the claims for follow-up examinations identified in Exhibit “1”, Halioua and Halioua PC routinely falsely represented that the Insureds continued to suffer from pain and other symptoms as the result of minor automobile accidents, long after the accidents occurred, and long after any legitimate symptoms arising from the minor underlying accidents would have resolved.

170. In the claims for follow-up examinations identified in Exhibit “1”, Halioua and Halioua PC routinely falsely represented that the Insureds continued to suffer pain and other symptoms as the result of minor soft tissue injuries, long after the underlying accidents occurred, because these phony diagnoses provided a false basis for both the interventional pain management injections that Halioua and Halioua PC purported to provide to the Insureds, as well as for referrals to the other providers operating at the Clinics for additional medically unnecessary health care services.

3. The Fraudulent Charges for Pain Management Injections at Halioua PC

171. In the claims identified in Exhibit “1”, based on the phony, boilerplate “diagnoses” that they provided during their fraudulent initial and follow-up examinations, and the medically unnecessary referrals they purchased from John Doe Defendants “1” – “10” and others at the Clinics, Halioua and Halioua PC purported to subject many Insureds to a series of medically unnecessary pain management injections, including epidural steroid injections and facet injections.

172. Halioua purported to perform virtually all of the pain management injections at Halioua PC, which then were billed through Halioua PC to GEICO, typically under CPT codes 62310, 62311, 62320, 62322, 64490, 64491, 64492, 64493, 64494, and 64495.

173. Like the charges for the fraudulent initial and follow-up examinations, the charges for the pain management injections were fraudulent in that the pain management injections were medically unnecessary and were provided – to the extent that they were provided at all – pursuant to the phony, boilerplate “diagnoses” that Halioua and Halioua PC provided during their fraudulent examinations, and in exchange for the unlawful compensation paid by Halioua and Halioua PC to the owners/operators of the Clinics, including John Doe Defendants “1” – “10”.

174. Moreover, in the claims for pain management injections identified in Exhibit “1”, the charges for the pain management injections were fraudulent in that they misrepresented Halioua PC’s eligibility to collect PIP Benefits in the first instance.

175. As set forth above, Halioua PC never was eligible to collect PIP Benefits in connection with the claims identified in Exhibit “1”, because – as a result of the fraudulent scheme described herein – neither it nor the injections were in compliance with all significant laws and regulations governing healthcare practice.

a. Legitimate Use of Pain Management Injections

176. Generally, when a patient presents with a soft tissue injury such as a sprain or strain secondary to an automobile accident, the initial standard of care is conservative treatment comprised of rest, ice, compression, and – if applicable – elevation of the affected body part.

177. If that sort of conservative treatment does not resolve the patient’s symptoms, the standard of care can include other conservative treatment modalities such as chiropractic treatment, physical therapy, and the use of pain management medication.

178. Typically, invasive pain management injections, which entail a degree of risk to the patient that is absent in more conservative forms of treatment, should not be administered unless a patient has failed more conservative treatments, including chiropractic treatment, physical therapy, and pain management medication.

179. In fact, however, the substantial majority of soft tissue injuries such as sprains and strains will resolve over a period of weeks through this sort of conservative treatment, or no treatment at all, and, as a result, pain management injections will only be medically necessary in atypical cases.

b. The Medically Unnecessary Pain Management Injections

180. As set forth above, the substantial majority of the Insureds in the claims identified in Exhibit “1” were involved in relatively minor accidents. To the extent that the Insureds in the claims identified in Exhibit “1” experienced any injuries at all in their accidents, the injuries were almost always minor soft tissue injuries such as sprains and strains.

181. By the time Halioua and Halioua PC purported to provide pain management injections to the Insureds identified in Exhibit “1”, the Insureds either had no presenting problems

at all, or their presenting problems consisted of minor sprains and strains that were in the process of being resolved through conservative treatment.

182. Even so, in the claims for pain management injections identified in Exhibit “1”, Halioua and Halioua PC routinely purported to provide pain management injections to Insureds who did not have any serious pain symptoms secondary to any automobile accident that legitimately would warrant the injections.

183. For example:

- (i) On June 11, 2015, an Insured named WB was involved in an automobile accident. The contemporaneous police report indicated that WB was not seriously injured in the accident. In keeping with the fact that WB was not seriously injured in the accident, WB did not visit any hospital emergency room following the accident. To the extent that WB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide WB with multiple medically unnecessary facet joint injections on November 19, 2015. The medically unnecessary facet joint injections were administered six months after the accident, long after any legitimate symptoms WB may have experienced as the result of the accident had resolved.
- (ii) On December 30, 2015, an Insured named JW was involved in an automobile accident. The contemporaneous police report indicated that JW’s vehicle was drivable following the accident, and that JW was not seriously injured in the accident. In keeping with the fact that JW was not seriously injured in the accident, JW did not visit any hospital emergency room following the accident. To the extent that JW experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide JW with epidural steroid injections on April 14, 2016 and April 27, 2016, both of which were medically unnecessary. The medically unnecessary epidural steroid injections were administered four months after the accident, long after any legitimate symptoms JW may have experienced as the result of the accident had resolved.
- (iii) On January 2, 2017, an Insured named MM was involved in an automobile accident. The contemporaneous police report indicated that MM was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that MM was not seriously injured in the accident, MM did not visit any hospital emergency room following the accident. To the extent that MM

experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide MM with epidural steroid injections on June 7, 2017, June 28, 2017, and July 26, 2017, all of which were medically unnecessary. The medically unnecessary epidural steroid injections were administered between six and seven months after the accident, long after any legitimate symptoms MM may have experienced as the result of the accident had resolved.

- (iv) On January 4, 2017, an Insured named HS was involved in an automobile accident. The contemporaneous police report indicated that HS was not seriously injured in the accident. In keeping with the fact that HS was not seriously injured in the accident, HS did not visit any hospital emergency room following the accident. To the extent that HS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide HS with multiple medically unnecessary facet joint injections on November 1, 2017. The medically unnecessary epidural steroid injections were administered ten months after the accident, long after any legitimate symptoms HS may have experienced as the result of the accident had resolved.
- (v) On March 27, 2017, an Insured named MD was involved in an automobile accident. The contemporaneous police report indicated that MD was not seriously injured in the accident. In keeping with the fact that MD was not seriously injured in the accident, MD did not visit any hospital emergency room following the accident. To the extent that MD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide MD with epidural steroid injections on October 13, 2017 and October 25, 2017, both of which were medically unnecessary. The medically unnecessary epidural steroid injections were administered seven months after the accident, long after any legitimate symptoms MD may have experienced as the result of the accident had resolved.
- (vi) On April 1, 2018, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG was not seriously injured in the accident. In keeping with the fact that MG was not seriously injured in the accident, MG did not visit any hospital emergency room following the accident. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide MG with an epidural steroid injection on March 9, 2019 and multiple facet joint injections on May 31, 2019 and September 6, 2019, all of which were medically unnecessary. The medically unnecessary epidural steroid injection and facet joint injections were administered

between eleven and seventeen months after the accident, long after any legitimate symptoms MG may have experienced as the result of the accident had resolved.

- (vii) On July 17, 2018, an Insured named SG was involved in an automobile accident. The contemporaneous police report indicated that SG's vehicle was drivable following the accident, and that SG was not seriously injured in the accident. In keeping with the fact that SG was not seriously injured in the accident, SG did not visit any hospital emergency room following the accident. To the extent that SG experienced any health issues at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide SG with an epidural steroid injection on May 4, 2019 and multiple facet joint injections on August 21, 2019, all of which were medically unnecessary. The medically unnecessary epidural steroid injection and facet joint injections were administered between ten and thirteen months after the accident, long after any legitimate symptoms SG may have experienced as the result of the accident had resolved.
- (viii) On December 22, 2018, an Insured named AV was involved in an automobile accident. The contemporaneous police report indicated that AV's vehicle was drivable following the accident, and that AV was not seriously injured in the accident. In keeping with the fact that AV was not seriously injured in the accident, AV did not visit any hospital emergency room following the accident. To the extent that AV experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide AV with multiple facet joint injections on August 9, 2019, January 17, 2020, and October 14, 2020, all of which were medically unnecessary. The medically unnecessary facet joint injections were administered between eight and twenty-six months after the accident, long after any legitimate symptoms AV may have experienced as the result of the accident had resolved.
- (ix) On February 11, 2019, an Insured named MM was involved in an automobile accident. The contemporaneous police report indicated that MM was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that MM was not seriously injured in the accident, MM did not visit any hospital emergency room following the accident. To the extent that MM experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide MM with an epidural steroid injection on December 6, 2019 and multiple facet joint injections on November 22, 2020, all of which were medically unnecessary. The medically unnecessary epidural steroid injection and facet joint injections were administered between ten and twenty-one months after the accident, long after any legitimate symptoms MM may have experienced as the result of the accident had resolved.

- (x) On March 30, 2019, an Insured named YL was involved in an automobile accident. The contemporaneous police report indicated that YL's vehicle was drivable following the accident, and that YL was not seriously injured in the accident. In keeping with the fact that YL was not seriously injured in the accident, YL did not visit any hospital emergency room following the accident. To the extent that YL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide YL with an epidural steroid injection on August 17, 2019 and multiple facet joint injections on October 5, 2019, all of which were medically unnecessary. The medically unnecessary epidural steroid injection and facet joint injections were administered between four and six months after the accident, long after any legitimate symptoms YL may have experienced as the result of the accident had resolved.
- (xi) On December 8, 2019, an Insured named KD was involved in an automobile accident. The contemporaneous police report indicated that KD's vehicle was drivable following the accident, and that KD was not seriously injured in the accident. In keeping with the fact that KD was not seriously injured in the accident, KD did not visit any hospital emergency room following the accident. To the extent that KD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide KD with multiple facet joint injections on January 31, 2021 and February 20, 2021, all of which were medically unnecessary. The medically unnecessary facet joint injections were administered between thirteen and fourteen months after the accident, long after any legitimate symptoms KD may have experienced as the result of the accident had resolved.
- (xii) On February 24, 2020, an Insured named JG was involved in an automobile accident. The contemporaneous police report indicated that JG's vehicle was drivable following the accident, and that JG was not seriously injured in the accident. In keeping with the fact that JG was not seriously injured in the accident, JG did not visit any hospital emergency room following the accident. To the extent that JG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide JG with multiple facet joint injections on July 15, 2020 and August 1, 2020, all of which were medically unnecessary. The medically unnecessary facet joint injections were administered between five and six months after the accident, long after any legitimate symptoms JG may have experienced as the result of the accident had resolved.
- (xiii) On August 20, 2020, an Insured named WR was involved in an automobile accident. The contemporaneous police report indicated that WR's vehicle was

drivable following the accident, and that WR was not seriously injured in the accident. In keeping with the fact that WR was not seriously injured in the accident, WR did not visit any hospital emergency room following the accident. To the extent that WR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide WR with an epidural steroid injection on April 27, 2021 and multiple facet joint injections on May 19, 2021, all of which were medically unnecessary. The medically unnecessary epidural steroid injection and facet joint injections were administered between eight and nine months after the accident, long after any legitimate symptoms WR may have experienced as the result of the accident had resolved.

- (xiv) On October 20, 2020, an Insured named FG was involved in an automobile accident. The contemporaneous police report indicated that FG's vehicle was drivable following the accident, and that FG was not seriously injured in the accident. In keeping with the fact that FG was not seriously injured in the accident, FG did not visit any hospital emergency room following the accident. To the extent that FG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide FG with a medically unnecessary epidural steroid injection on March 25, 2021. The medically unnecessary epidural steroid injection was administered five months after the accident, long after any legitimate symptoms FG may have experienced as the result of the accident had resolved.
- (xv) On November 9, 2020, an Insured named LW was involved in an automobile accident. The contemporaneous police report indicated that LW's vehicle was drivable following the accident, and that LW was not seriously injured in the accident and refused medical attention at the scene. In keeping with the fact that LW was not seriously injured in the accident, LW did not visit any hospital emergency room following the accident. To the extent that LW experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved or were minimal within two to three months of the accident. Even so, Halioua PC and Halioua purported to provide LW with a medically unnecessary epidural steroid injection on March 11, 2021. The medically unnecessary epidural steroid injection was administered four months after the accident, long after any legitimate symptoms LW may have experienced as the result of the accident had resolved.

184. These are only representative examples. In many of the claims for pain management injections in Exhibit "1", Halioua and Halioua PC routinely submitted billing to GEICO for medically unnecessary pain management injections purportedly provided to Insureds who had

been involved in relatively minor accidents – and who had not suffered any injury more serious than a sprain, strain, or similar soft tissue injury – months after the underlying accidents, and long after the Insureds minor soft tissue injuries had resolved.

c. The Fraudulent Charges for Fluoroscopic Guidance and Epidurography at Halioua PC

185. To maximize their fraudulent charges for the medically unnecessary interventional pain management injections they purported to provide to the Insureds, Halioua and Halioua PC frequently submitted separate charges for epidurography that supposedly was necessary to perform the injections.

186. As set forth in Exhibit “1”, Halioua and Halioua PC billed the epidurography under CPT code 72275, typically resulting in a charge of \$750.00 for each instance when the epidurography supposedly was provided.

187. Like Halioua and Halioua PC’s charges for the other Fraudulent Services, the charges for the epidurography were fraudulent in that the epidurography was medically unnecessary and was performed pursuant to Halioua and Halioua PC’s pre-determined fraudulent treatment and billing protocol, not to treat or otherwise benefit the Insureds.

188. Epidurography involves the injection of contrast dye under fluoroscopic guidance into the epidural space. It is used as a diagnostic study to potentially find the source of pain in the spine that may not be evident on an imaging study.

189. Epidurography is considered medically necessary when both:

- (i) a patient’s medical or surgical history suggests significantly abnormal anatomy of the epidural space; and
- (ii) diagnostic mapping of the anatomy of the patient’s epidural space beyond available imaging is required for a therapeutic procedure.

190. In keeping with the fact that Halioua and Halioua PC's charges for epidurography were not medically necessary, the vast majority of epidurography reports submitted through Halioua PC to GEICO in support of charges for epidurography indicated that there was no abnormal anatomy of the epidural space.

191. For example, the epidurography reports submitted through Halioua PC to GEICO for epidurography performed on the following insureds on the following dates all indicated that there was no abnormal anatomy of the epidural space:

- (i) SQ on April 23, 2017;
- (ii) MM on June 7, 2017;
- (iii) RP on August 18, 2017;
- (iv) AM on May 1, 2018;
- (v) SP on November 10, 2018;
- (vi) WC on January 9, 2019;
- (vii) SG on May 4, 2019;
- (viii) IA on September 11, 2019;
- (ix) WS on October 18, 2019;
- (x) MM on December 6, 2019;
- (xi) LG on July 11, 2020;
- (xii) DC on July 11, 2020;
- (xiii) IS on July 15, 2020;
- (xiv) AA on August 21, 2020;
- (xv) NC on September 12, 2020;
- (xvi) HB on December 26, 2020;

- (xvii) CE on January 9, 2021;
- (xviii) RM on March 20, 2021;
- (xix) FG on March 25, 2021; and
- (xx) WR on April 27, 2021.

192. These are only representative examples. In the vast majority of the claims for epidurography in Exhibit “1”, epidurography reports submitted through Halioua PC to GEICO in support of charges indicated that there was no abnormal anatomy of the epidural space.

III. The Fraudulent Billing the Defendants Submitted to GEICO

193. To support their fraudulent charges for the claims identified in Exhibit “1”, Halioua and Halioua PC systematically submitted or caused to be submitted thousands of bills and treatment reports through Halioua PC to GEICO containing thousands of charges, seeking payment for the Fraudulent Services for which Halioua and Halioua PC were not entitled to receive payment.

194. The bills and treatment reports submitted to GEICO by and on behalf of Halioua and Halioua PC were materially false and misleading. In particular:

- (i) The bills and treatment reports submitted by and on behalf of the Defendants uniformly misrepresented to GEICO that the Fraudulent Services were medically necessary and, in many cases, misrepresented to GEICO that the Fraudulent Services actually were performed. In fact, the Fraudulent Services were not medically necessary, in many cases were not actually performed, and were performed – to the extent that they were performed at all – pursuant to predetermined fraudulent protocols designed solely to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them.
- (ii) The bills and treatment reports submitted by and on behalf of the Defendants uniformly misrepresented and exaggerated the level of the Fraudulent Services and the nature of the Fraudulent Services that purportedly were provided.
- (iii) The bills and treatment reports submitted by and on behalf of the Defendants uniformly misrepresented to GEICO that the Defendants were in compliance with

all material licensing laws and, therefore, eligible to receive PIP Benefits. In fact, the Providers were not in compliance with all material licensing laws

IV. Halioua and Halioua PC's Fraudulent Concealment and GEICO's Justifiable Reliance

195. Halioua and Halioua PC legally and ethically were obligated to act honestly and with integrity in connection with the billing that they submitted, or caused to be submitted, to GEICO.

196. To induce GEICO to promptly pay the fraudulent charges for the Fraudulent Services, Halioua and Halioua PC systematically concealed their fraud and went to great lengths to accomplish this concealment.

197. Specifically, Halioua and Halioua PC knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services were medically unnecessary and were performed – to the extent that they were performed at all – pursuant to a fraudulent, pre-determined protocol designed to maximize the charges that could be submitted, not to benefit the Insureds who supposedly were subjected to them.

198. In addition, Halioua and Halioua PC knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services frequently never were performed in the first instance.

199. Halioua and Halioua PC knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services were performed, to the extent that they are performed at all, pursuant to illegal kickback and referral schemes.

200. Halioua and Halioua PC hired law firms to pursue collection of the fraudulent charges from GEICO and other insurers. These law firms routinely filed expensive and time-consuming arbitration against GEICO and other insurers if the charges were not promptly paid in full.

201. GEICO is under statutory and contractual obligations to promptly and fairly process claims. The facially valid documents submitted to GEICO in support of the fraudulent charges at issue, combined with the material misrepresentations and omissions described above, were designed to, and did cause, GEICO to rely upon them. As a result, GEICO has incurred damages of more than \$1,900,000.00.

202. Based upon Halioua and Halioua PC's material misrepresentations, omissions, and other affirmative acts to conceal their fraud from GEICO, GEICO did not discover and could not reasonably have discovered that its damages were attributable to fraud until shortly before it filed this Complaint.

FIRST CAUSE OF ACTION
Against Halioua PC
(Declaratory Judgment – 28 U.S.C. §§ 2201 and 2202)

203. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 202 above.

204. There is an actual case in controversy between GEICO and Halioua PC regarding more than \$150,000.00 in unpaid billing for the Fraudulent Services that has been submitted to GEICO through Halioua PC.

205. Halioua PC has no right to receive payment for any pending bills submitted to GEICO because of the fraudulent and unlawful activities described herein.

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

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

207. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 202 above.

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

209. Halioua has knowingly conducted and/or participated, directly or indirectly, in the conduct of Halioua PC’s affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over seven years seeking payments that Halioua PC was not entitled to receive under the no-fault insurance laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed to enrich Halioua and Halioua PC; (iii) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; (iv) the billed-for-services were performed pursuant to illegal kickback and referral schemes in violation of law; and (v) the Defendants operated in violation of material licensing laws. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “1”.

210. Halioua PC’s business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting fraudulent charges to insurers. The predicate acts of mail fraud are the

regular way in which Halioua operated Halioua PC, inasmuch as Halioua PC never was eligible to bill for or collect No-Fault Benefits, and acts of mail fraud therefore were essential in order for Halioua PC to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity, as does the fact that Halioua continues to attempt collection on the fraudulent billing submitted through Halioua PC to the present day.

211. Halioua PC is engaged in inherently unlawful acts inasmuch as its very existence is an unlawful act, considering that it was created to engage in illegal kickback and referral arrangements. Halioua PC likewise is engaged in inherently unlawful acts inasmuch as it continues to attempt collection on fraudulent billing submitted to GEICO and other insurers. These inherently unlawful acts are taken by Halioua PC in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent no-fault billing.

212. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,900,000.00 pursuant to the fraudulent bills submitted by Halioua through Halioua PC.

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

THIRD CAUSE OF ACTION
Against Halioua and Halioua PC
(Common Law Fraud)

214. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 202 above.

215. Halioua and Halioua PC intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of their submission of thousands of fraudulent bills seeking payment for the Fraudulent Services.

216. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit “1”, the representation that the Fraudulent Services were medically necessary, when in fact they were not; (ii) in many claims identified in Exhibit “1”, the representation that the Fraudulent Services were provided in the first instance, when in fact they were not; (iii) in every claim identified in Exhibit “1”, the representation that Halioua PC was in compliance with the relevant licensing laws and regulations governing healthcare practice in New York, and was eligible to receive PIP Benefits, when in fact it was not; and (iv) in every claim identified in Exhibit “1”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing health care practice in New York, and were eligible for PIP reimbursement, when in fact they were not.

217. Halioua and Halioua PC intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through Halioua PC that were not compensable.

218. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,900,000.00 pursuant to the fraudulent bills submitted by Halioua and Halioua PC through Halioua PC.

219. Halioua and Halioua PC’s extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

FOURTH CAUSE OF ACTION
Against Halioua and Halioua PC
(Unjust Enrichment)

221. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 202 above.

222. As set forth above, Halioua and Halioua PC have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

223. When GEICO paid the bills and charges submitted or caused to be submitted by Halioua and Halioua PC through Halioua PC for PIP Benefits, it reasonably believed that it was legally obligated to make such payments based on Halioua and Halioua PC's improper, unlawful, and/or unjust acts.

224. Halioua and Halioua PC have been enriched at GEICO's expense by GEICO's payments which constituted a benefit that Halioua and Halioua PC voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

225. Halioua and Halioua PC's retention of GEICO's payments violates fundamental principles of justice, equity, and good conscience.

226. By reason of the above, Halioua and Halioua PC have been unjustly enriched in an amount to be determined at trial, but in no event less than \$1,900,000.00.

JURY DEMAND

227. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury.

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

A. On the First Cause of Action against Halioua PC, a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that Halioua PC has no right to receive

payment for any pending bills submitted to GEICO;

B. On the Second Cause of Action against Halioua, for compensatory damages in favor of GEICO in an amount to be determined at trial but in excess of \$1,900,000.00, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

C. On the Third Cause of Action against Halioua and Halioua PC, for compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$1,900,000.00, together with punitive damages, costs, interest, and such other relief as this Court deems just and proper; and

D. On the Fourth Cause of Action against Halioua and Halioua PC, for more than \$1,900,000.00 in compensatory damages, plus costs, interest and such other and further relief as this Court deems just and proper.

Dated: September 7, 2022

RIVKIN RADLER LLP

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