UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

GREATER NEW YORK MUTUAL INSURANCE COMPANY,
INSURANCE COMPANY OF GREATER NEW YORK,
STRATHMORE INSURANCE COMPANY,
GNY CUSTOM INSURANCE COMPANY,
GREATER MID-ATLANTIC INDEMNITY COMPANY, and
GREATER MIDWESTERN INDEMNITY COMPANY,

Case No.: 1:26-cv-00470

Plaintiffs,

v.

SUBIN ASSOCIATES, LLP,
SUBIN & ASSOCIATES LLC,
SUBIN, LLP,
ERIC SUBIN, PLLC,
CERCHIONE HUROWITZ LAW GROUP LLP,
HERBERT S. SUBIN,
ERIC D. SUBIN,
ROBERT EISEN,
ARNOLD BAUM,
PETER MAY,
GREGORY T. CERCHIONE,
CHARLES J. HUROWITZ,
LAW OFFICES OF GARY S. PARK, P.C.,
GARY S. PARK,
VILLAMAR & MEWAFY, PLLC,
VILLAMAR LAW GROUP PLLC,
THE MEWAFY LAW FIRM, PLLC,
JAMES S. VILLAMAR,
MOHAMED MEWAFY,
NAPPA, MONTEROSSO & POZNANSKY, LLP,

("*Legal Service Defendants*")

JORGE LUPI a/k/a JORGE A. GONZALEZ-LUPI,
J & D INVESTIGATION SERVICES CORP.,
AMEDICO LEGAL LLC,
AMEDICOLEGAL FUNDING LLC,
M.K.S. CONSULTANTS INC.,
JOSE A. HERNANDEZ,
J. HERNANDEZ ASSOCIATES JR., INC.,
WALL STREET CASE ADVANCES INC.,
LUZDELFI A. HERNANDEZ a/k/a LUCY HERNANDEZ,
ELSIE REAL CIBBARELLI,
SAHIWAL ASSOCIATES INC,

TANVIR CHAUDHRY,
SAHIWAL ASSOCIATES INC.,
TRI-STATE MEDICAL LIASON SERVICES, INC.,
LUIS F. DELEON,
NEAL MAGNUS,
JOHN DOE NOS. 1-25,
XYZ CORPORATION NOS. 1-25, ("*Runner/Support Defendants*")

CARTIGA CONSUMER FUNDING, LLC f/k/a PLAINTIFFS FUNDING HOLDING, LLC d/b/a LAWCASH,
PEGASUS FUND, LLC d/b/a PEGASUS FUND 2022, LLC,
NEXIFY CAPITAL LLC,
EXPRESS FUNDING OF AMERICA, LLC,
CHEROKEE FUNDING II, LLC,
XYZ CORPORATION NOS. 26-50, ("*Funding Defendants*")

KOLB RADIOLOGY P.C.,
THOMAS M. KOLB, M.D.,
METRO POINT MEDICAL P.C.,
S M B MEDICAL SERVICES P.C.,
STEPHANIE BAYNER, M.D.,
METROPOLITAN MEDICAL & SURGICAL P.C. d/b/a PAIN MEDICINE OF NEW YORK,
MARK GLADSTEIN, M.D.,
CONTEMPORARY DIAGNOSTIC IMAGING LIMITED LIABILITY COMPANY,
ALKIES LAPAS, D.O.,
ADVANCED ORTHOPEDICS AND NEUROSURGERY LLC,
SCOTT STEVEN KATZMAN, M.D.,
WEST ORANGE SURGICAL CENTER, LLC d/b/a MOUNTAIN SURGERY CENTER,
ALEXANDRE B. DE MOURA, M.D., P.C. d/b/a NEW YORK SPINE INSTITUTE,
ANGEL EDUARDO MACAGNO, M.D.,
ALEXANDRE B. DE MOURA, M.D.,
RAND MEDICAL, P.C. d/b/a RAND DIAGNOSTIC IMAGING, P.C.,
STEVEN LOSIK, M.D.,
MADHU BOPPANA, M.D.,
NY ORTHOPEDICS, P.C. d/b/a SPINECARE NYC ORTHOPEDICS d/b/a GERLING INSTITUTE FOR MUSCULOSKELETAL AND NEUROLOGICAL CARE,
MICHAEL GERLING, M.D.,
SAWEY HARHASH, M.D.,
WASHINGTON MEDICAL, P.C.,
SANFORD R. WERT M.D., PC,

SANFORD R. WERT, M.D.,
NY&NJ ORTHO SPINE, LLC,
ROSS SHERBAN, M.D.,
ARON ROVNER MD, PLLC,
ARON ROVNER, M.D.,
MCCULLOCH ORTHOPAEDIC SURGICAL SERVICES, P.L.L.C. d/b/a NEW YORK SPORTS AND JOINTS ORTHOPAEDIC SPECIALISTS,
KENNETH MCCULLOCH, M.D.,
HASANUZZAMAN MEDICAL CARE P.C.,
MOHAMMAD HASANUZZAMAN, M.D., and ("*Medical Provider Defendants*")

ESQUIRE BANK, N.A.

Defendants.

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AMENDED COMPLAINT

Plaintiffs, GREATER NEW YORK MUTUAL INSURANCE COMPANY, INSURANCE COMPANY OF GREATER NEW YORK, STRATHMORE INSURANCE COMPANY, GNY CUSTOM INSURANCE COMPANY, GREATER MID-ATLANTIC INDEMNITY COMPANY and GREATER MIDWESTERN INDEMNITY COMPANY (collectively "GNY"), by and through their attorneys, THE WILLIS LAW GROUP, PLLC, alleges as follows:

I. PRELIMINARY STATEMENT

1. GNY was founded in 1914 by immigrant property owners who were systematically excluded from the insurance market. These individuals, many of whom had recently arrived to the United States, came together to create a mutual insurer grounded in fairness and protection for those most vulnerable. Their vision was simple yet profound: to ensure hardworking families, regardless of origin, could safeguard their livelihoods against unforeseen loss.

2. For more than a century, GNY has honored that founding ethos. It has stood as a bulwark against exploitation, committed to defending its policyholders and upholding the integrity of the insurance system. The immigrant founders of GNY understood vulnerability firsthand. They knew what it meant to navigate unfamiliar laws, languages, and customs while striving to build a better life. Their response was to create an institution that would protect, not prey upon, the vulnerable.

3. The scheme alleged in this Complaint is the antithesis of those founding principles. Defendants have associated together as an enterprise and orchestrated a fraudulent scheme that targets immigrants and individuals of limited means. In particular, this enterprise (1) recruits members of this vulnerable population to fake injuries and exaggerate accidents, (2) fabricates

medical diagnoses and injuries, and (3) uses falsified medical documentation to inflate claims. Defendants then direct claimants to undergo unnecessary and invasive medical procedures, often funded by predatory third-party litigation funding ("TPLF") loans, to create the illusion of catastrophic injuries and drive up settlement values. These actions are not isolated. Rather, they are part of a coordinated pattern and effort designed to defraud insurers, such as Plaintiffs, through sham lawsuits and inflated medical bills. Through coercion, misinformation, and predatory financial practices, Defendants have transformed the promise of legal redress into a trap, one that leaves claimants saddled with exorbitant debt, unnecessary surgeries, and shattered trust.

4. Plaintiffs seek relief under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961 *et seq*., to dismantle this enterprise and recover damages caused by its pattern of racketeering activity, including mail fraud, wire fraud, and violations of the Travel Act and Hobbs Act, representative samples of which are set forth in Exhibit "A" annexed hereto, committed in furtherance of, and to conceal, underlying conduct that violated multiple provisions of the New York Judiciary Law, New York Rules of Professional Conduct, General Business Law § 349, as well as fraudulent transfers and common law fraud. Plaintiffs request, *inter alia*, treble damages, attorneys' fees, and injunctive relief for the damages they have suffered as a result of Defendants' scheme and to prevent further abuse of the judicial system.

5. The fraudulent scheme described herein weaponizes the courts and medical system to extort settlements from insurers, including Plaintiffs, through fear of economic harm, and unnecessarily drives up insurance premiums and the cost of insurance for the public at large. Plaintiffs bring this action to expose and dismantle that scheme. In stark contrast to the immigrant-driven mission that gave rise to GNY, Defendants' conduct reflects a calculated effort to enrich

themselves at the expense of justice, equity, and human dignity. The law does not and must not countenance such abuse.

II. JURISDICTION AND VENUE

6. This is a civil action arising out of RICO. This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1964 and 28 U.S.C. § 1331, in that certain of the claims arise under the laws of the United States, and over other claims herein under its supplemental jurisdiction pursuant to 28 U.S.C. § 1367, as those claims arise out of the same case or controversy as Plaintiffs' federal claims and form part of the same common nucleus of operative fact.

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

III. PARTIES

A. PLAINTIFFS

8. Plaintiff GREATER NEW YORK MUTUAL INSURANCE COMPANY is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York. At all relevant times herein, GREATER NEW YORK MUTUAL INSURANCE COMPANY was licensed to issue insurance policies within the State of New York, with its principal place of business in New York County. GREATER NEW YORK MUTUAL INSURANCE COMPANY is the parent company for the following wholly owned insurance subsidiaries: Insurance Company of Greater New York, Strathmore Insurance Company, GNY Custom Insurance Company, Greater Mid-Atlantic Indemnity Company, and Greater Midwestern Indemnity Company, which in commerce generally collectively operate under the shared trade

name of Greater New York Group. Since 1914, Greater New York Group has been serving its policyholders and is currently the largest insurer of habitational properties in New York City.

9. GREATER NEW YORK MUTUAL INSURANCE COMPANY is a primary insurance carrier that directly underwrites and issues policies, including certain policies at issue in this action.

10. Plaintiff INSURANCE COMPANY OF GREATER NEW YORK is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York. At all relevant times herein, INSURANCE COMPANY OF GREATER NEW YORK was licensed to issue insurance policies within the State of New York, with its principal place of business in New York County.

11. INSURANCE COMPANY OF GREATER NEW YORK is a primary insurance carrier that directly underwrites and issues policies, including certain policies at issue in this action.

12. Plaintiff STRATHMORE INSURANCE COMPANY is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York. At all relevant times herein, STRATHMORE INSURANCE COMPANY was licensed to issue insurance policies within the State of New York, with its principal place of business in New York County.

13. STRATHMORE INSURANCE COMPANY is a primary insurance carrier that directly underwrites and issues policies, including certain policies at issue in this action.

14. Plaintiff GNY CUSTOM INSURANCE COMPANY is a foreign corporation, organized and existing under and by virtue of the laws of the State of Arizona. At all relevant times herein, GNY CUSTOM INSURANCE COMPANY was licensed to issue insurance policies within the State of New York, with its principal place of business in New York County.

15. GNY CUSTOM INSURANCE COMPANY is a primary insurance carrier that directly underwrites and issues policies, including certain policies at issue in this action.

16. Plaintiff GREATER MID-ATLANTIC INDEMNITY COMPANY is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York. At all relevant times herein, GREATER MID-ATLANTIC INDEMNITY COMPANY was licensed to issue insurance policies within the State of New York, with its principal place of business in New York County.

17. GREATER MID-ATLANTIC INDEMNITY COMPANY is a primary insurance carrier that directly underwrites and issues policies, including certain policies at issue in this action.

18. Plaintiff GREATER MIDWESTERN INDEMNITY COMPANY is a domestic corporation, organized and existing under and by virtue of the laws of the State of New York. At all relevant times herein, GREATER MIDWESTERN INDEMNITY COMPANY was licensed to issue insurance policies within the State of New York, with its principal place of business in New York County.

19. GREATER MIDWESTERN INDEMNITY COMPANY is a primary insurance carrier that directly underwrites and issues policies, including certain policies at issue in this action.

20. GREATER NEW YORK MUTUAL INSURANCE COMPANY, INSURANCE COMPANY OF GREATER NEW YORK, STRATHMORE INSURANCE COMPANY, GNY CUSTOM INSURANCE COMPANY, GREATER MID-ATLANTIC INDEMNITY COMPANY and GREATER MIDWESTERN INDEMNITY COMPANY are collectively referred to as "GNY" or "Plaintiffs."

21. As primary insurance carriers, GNY bears the direct and primary obligation to defend and indemnify all claims and lawsuits arising under all policies at issue, including for

certain claims at issue herein. As primary insurance carriers, GNY exercised full control over the defense and disposition of all claims at issue, including: selecting and retaining defense counsel; directing litigation strategy; evaluating liability and damages exposure; reviewing pleadings, discovery, medical records, expert reports, and settlement demands; directing settlement negotiations; and possessing sole or primary authority to settle claims.[1]

22. In each of the underlying lawsuits at issue, defense counsel appeared on behalf of GNY's insureds, at GNY's direction, and reported directly to GNY. GNY funded all defense costs incurred in those actions and directly paid all settlements and other indemnity payments resolving those actions.

23. In connection with the underlying claims, GNY regularly received communications directly from Subin Defendants, Subin 2.0 Defendants and/or Gary Park Defendants (as defined herein) and/or their law firm personnel — such as letters of representation, court filings, and medical records, as well as through defense counsel appointed by GNY, and routinely received medical records from healthcare providers ("HCPs"), including one or more Medical Provider Defendants, directly through MCS Group ("MCS"), a third-party vendor authorized as GNY's representative, and through appointed defense counsel, which served as predicate acts of mail and wire fraud as described herein.

B. DEFENDANTS

i. Legal Service Defendants

24. Defendant SUBIN ASSOCIATES, LLP ("Subin Firm") is a limited liability partnership, organized and existing under the laws of the State of New York. Subin Firm ceased

[1] In addition to its direct and primary injuries described herein, GNY also is subrogated equitably and/or contractually to the extent of its payments defending and indemnifying its insureds with regard to the fraudulent claims asserted herein.

operating as an active law firm in or around January of 2026. At all relevant times herein, Subin Firm maintained its principal place of business at 150 Broadway, 23rd Floor, New York, New York and was authorized to and did conduct business in the State of New York.

25. Defendant SUBIN & ASSOCIATES LLC is a limited liability company organized and existing under the laws of the State of New York, which was formed by Defendant Eric D. Subin in 2018. At all relevant times herein, Subin & Associates LLC maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

26. Defendant SUBIN, LLP is a limited liability partnership organized and existing under the laws of the State of New York. At all relevant times herein since around July 10, 2024, Subin, LLP maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York. As alleged herein, Subin, LLP is an alter ego of and/or successor-in-interest to Subin Firm, and a mere continuation of Subin Firm.

27. Defendant ERIC SUBIN, PLLC is a professional limited liability company organized and existing under the laws of the State of New York. At all relevant times herein since around July 10, 2024, Eric Subin, PLLC maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York. Defendant Eric Subin, PLLC is an alter ego of and/or successor-in-interest to Subin Firm.

28. Defendant CERCHIONE HUROWITZ LAW GROUP LLP ("Cerchione LLP") is a limited liability partnership organized and existing under the laws of the State of New York, formed on May 28, 2025. At all relevant times herein since May 28, 2025, Cerchione LLP maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York. At all relevant times since December 10, 2025,

Cerchione LLP's principal executive office and address for service of process was 150 Broadway, 23rd Floor, New York, New York. As alleged herein, Cerchione LLP is an alter ego of and/or successor-in-interest to Subin Firm, and a mere continuation of Subin Firm.

29. Defendant HERBERT S. SUBIN ("H. Subin") resides in and is a citizen of the State of New York. H. Subin is Defendant Eric D. Subin's uncle. At all relevant times until at least the end of 2025, H. Subin is/was a managing partner of Subin Firm. At all relevant times, H. Subin was licensed to practice law in the State of New York, and substantially assisted in overseeing, managing, and controlling litigation at Subin Firm, including for claimants at issue herein, as well as dictating treatment, pursuant to the alleged predetermined treatment protocol, including for All Boro Non-Parties and Kolb Defendants, as alleged herein. Though H. Subin is not publicly listed as an attorney for Subin, LLP, or Cerchione LLP, on information and belief,[2] H. Subin formed, is informally associated with, and/or financially benefitted from the operations of Subin, LLP and/or Cerchione LLP as well as the fraudulent transfers, as alleged herein.

30. Defendant ERIC D. SUBIN ("E. Subin") resides in and is a citizen of the State of North Carolina. E. Subin is H. Subin's nephew. At all relevant times until around the end of 2025, E. Subin was a supervisor, senior partner and member of Subin Firm. At all relevant times since around July 2024, E. Subin was a member of Subin, LLP and Eric Subin, PLLC. At all relevant times, E. Subin was a member of Subin & Associates LLC, and was licensed to practice law in the State of New York. At relevant times herein, E. Subin substantially assisted in overseeing, managing, and controlling litigation at Subin Firm and/or Subin, LLP, including claimants at issue herein. On information and belief, at relevant times herein, E. Subin controlled Subin Firm's prosecution of claims and lawsuits, including those at issue herein, by, inter alia, assigning duties

[2] Allegations on information and belief are based on facts peculiarly within the possession and control of Defendants.

and responsibilities to employees, WC Firms (as defined herein) and Medical Provider Defendants, supervising lawsuits filed on behalf of claimants by Subin Firm and dictating what steps to take in pursuing those claims, and acting as the primary liaison between and amongst members of the enterprise and in particular Lupi (as defined herein), through WhatsApp messaging, and certain Medical Provider Defendants via email, text, and phone calls.

31. Defendant ROBERT J. EISEN ("Eisen") resides in and is a citizen of the State of New York. At all relevant times until around March 2025, Eisen was a managing attorney for Subin Firm substantially assisted in overseeing, managing, and controlling litigation at Subin Firm, including claimants at issue herein. At all relevant times, Eisen was licensed to practice law in the State of New York.

32. Defendant ARNOLD BAUM ("Baum") resides in and is a citizen of the New York. At all relevant times until the end of 2025, Baum was Chief Operating Officer for Subin Firm. At all relevant times since January of 2026, Baum has been Chief Operating Officer and/or general counsel for Cerchione LLP. At all relevant times, Baum was licensed to practice law in the State of New York. At relevant times herein, Baum substantially assisted in overseeing, managing, and controlling litigation at Subin Firm and/or Cerchione LLP, including claimants at issue herein.

33. Defendant PETER MAY ("May") resides in and is a citizen of the State of New York. At all relevant times until around January 2025, May was a Directing Attorney for Subin Firm and, on information and belief, was responsible for oversight of all pre-litigation matters, from initial intake through institution of litigation. At all relevant times, May was licensed to practice law in the State of New York, and substantially assisted in overseeing, managing, and controlling litigation at Subin Firm, including for claimants at issue herein.

34. Defendant Gregory T. Cerchione ("G. Cerchione") resides in and is a citizen of the State of Florida or New York. G. Cerchione was "principal, managing partner" of Subin Firm for over thirty-five years until the end of December of 2025. Since January of 2026, G. Cerchione has been "principal, managing partner" of Cerchione LLP. At all relevant times, G. Cerchione was licensed to practice law in the State of New York and was one of Cerchione LLP's partners and owners.

35. Defendant Charles J. Hurowitz ("Hurowitz") resides in and is a citizen of the State of New York and/or Florida. Hurowitz was a managing member of Subin Firm for over thirty-five years until the end of December of 2025. On May 28, 2025, Hurowitz formed Cerchione LLP. Since January of 2026, Hurowitz has been "principal, managing partner" of Cerchione LLP. At all relevant times, Hurowitz was licensed to practice law in the State of New York and was one of Cerchione LLP's partners and owners.

36. G. Cerchione and Hurowitz are collectively referred to as the "Cerchione LLP Owner Defendants."

37. Subin Firm, Subin & Associates LLC, H. Subin, E. Subin, Eisen, Baum, May, and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Subin Defendants."

38. Subin, LLP, Eric Subin, PLLC, Cerchione LLP, and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Subin 2.0 Defendants."

39. Defendant LAW OFFICES OF GARY S. PARK, P.C. ("Park Firm") is a professional corporation organized and existing under the laws of the State of New York. At all

relevant times herein, the Park Firm maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

40. Defendant GARY S. PARK ("Park") resides in and is a citizen of the State of New York. He is the named partner and owner of the Park Firm. At all relevant times, Park was licensed or otherwise authorized to practice law in the State of New York, and substantially assisted in overseeing, managing, and controlling litigation with the Park Firm, including for claimants at issue herein.

41. Park Firm, Park and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Park Defendants."

42. Defendant VILLAMAR & MEWAFY, PLLC ("Villamar Firm") is a professional service limited liability company, organized and existing under the laws of the State of New York. At all relevant times herein, the Villamar Firm maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

43. Defendant VILLAMAR LAW GROUP PLLC ("Villamar Law") is a professional service limited liability company, organized and existing under the laws of the State of New York. At all relevant times herein, Villamar Law maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

44. Defendant THE MEWAFY LAW FIRM, PLLC ("Mewafy Law") is a professional service limited liability company, organized and existing under the laws of the State of New York. At all relevant times herein, Mewafy Law maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

45. Defendant JAMES S. VILLAMAR ("Villamar") resides in and is a citizen of the State of New York. At all relevant times hereto, he was also a named partner and a managing partner of the Villamar Firm and/or Villamar Law. At all relevant times, Villamar was licensed or otherwise authorized to practice law in the State of New York.

46. Defendant MOHAMED MEWAFY ("Mewafy") resides in and is a citizen of the State of New York. At all relevant times hereto, he was also a named partner, and a managing partner of the Villamar Firm and/or Mewafy Law. At all relevant times, Mewafy was licensed or otherwise authorized to practice law in the State of New York.

47. Villamar Firm, Villamar Law, Mewafy Law, Villamar, Mewafy and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Villamar Defendants."

48. Defendant NAPPA, MONTEROSSO & POZNANSKY, LLP ("Nappa Monterosso") is a limited liability partnership organized and existing under the laws of the State of New York, formed on January 27, 2020. At all relevant times herein, Nappa Monterosso maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

49. Villamar Defendants and Nappa Monterosso are workers' compensation attorneys and law firms who participated in the Fraud Scheme (as defined herein) by accepting referrals from other Legal Service Defendants and/or Runner/Support Defendants (as defined herein), and/or referring claimants to other Legal Service Defendants, prosecuting workers' compensation claims and asserting workers' compensation liens against recoveries obtained by other Legal Service Defendants on behalf of referred claimants. Villamar Defendants and Nappa Monterosso's participation in the Fraud Scheme extended beyond the mere assertion of statutory lien rights and

encompassed coordinated conduct with other Legal Service Defendants designed to maximize lien extraction from claimants' labor law recoveries at the expense of claimants' net recovery.

50. Subin Defendants, Subin 2.0 Defendants, Park Defendants, Villamar Defendants and Nappa Monterosso are collectively referred to as the "**Legal Service Defendants**."

ii. Runner/Support Defendants

51. On information and belief, Defendant JORGE LUPI a/k/a JORGE A. GONZALEZ-LUPI ("Lupi") currently resides outside of the United States. At all relevant times, Lupi was not licensed to practice law in the State of New York.

52. Defendant J & D INVESTIGATION SERVICES CORP. ("JD Services") is a corporation, organized and existing under the laws of the State of New York, incorporated on October 14, 2015, and lists its sole address with New York Department of State as "c/o Jorge A. Gonzalez Lupi" at a residential address associated with Lupi. JD Services purports to be a broker/litigation support service provider.

53. Defendant AMEDICO LEGAL LLC ("Amedico") is a limited liability company, organized and existing under the laws of the State of New York, formed on July 21, 2020, and lists its sole address with New York State Department of State as a residential address associated with Lupi. Amedico purports to be an attorney referral/advising and consulting business for claimants. Amedico Legal advertised across social media as well as through its website, amedicolegal.us, until around the end of 2024, when its website shut down. Web archives of Amedico's website from November of 2024 indicates in Spanish that Amedico has "a team of the best lawyers … with more than a decade of experience and millions of dollars recovered for our clients…. We serve not only New York but also other cities…." Amedico Legal also operated from Subin Firm's offices, as demonstrated by an October 2023 Instagram post, as alleged herein.

54. Defendant AMEDICOLEGAL FUNDING LLC ("Amedico Funding") is a limited liability company, organized and existing under the laws of the State of New York, incorporated on June 21, 2023 by Lupi's ex-wife, Dalgi Castrillo ("Castrillo"), and lists its sole address with the New York Department of State as a residential address associated with Lupi. On information and belief, Amedico Funding purports to be a TPLF broker/loan issuer.

55. Defendant M.K.S. CONSULTANTS INC. d/b/a LATINOS LEGAL CONNECTIONS ("MKS") is a corporation, organized and existing under the laws of the State of New York. On information and belief, at all relevant times, Lupi operated, controlled, and was the sole beneficial owner of MKS.

56. JD Services, Amedico, Amedico Funding, MKS and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Lupi Alter Ego Entities."

57. At relevant times herein, Lupi operated and controlled Lupi Alter Ego Entities, which, on information and belief, operated exclusively (or at least in part) to coerce or incentivize claimants' cooperation in the Fraud Scheme by purporting to act as a TPLF broker/loan issuer and offering/providing cash advances to claimants, and/or as an intermediary and/or conduit through which one or more Subin Defendants made illicit, undisclosed payments, including for claimant referrals, to one or more Runner/Support Defendants, disguised as payments for legitimate services in furtherance of the Fraud Scheme.

58. Lupi, Lupi Alter Ego Entities and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Lupi Defendants."

59. Defendant JOSE A. HERNANDEZ ("J. Hernandez") is a resident of the State of New Jersey. At all relevant times herein through the end of 2025, J. Hernandez was a "Manager" at Subin Firm, where he worked since at least 1992.

60. Defendant J. HERNANDEZ ASSOCIATES JR. INC. ("Hernandez Associates") is a corporation organized and existing under the laws of the State of New York, incorporated on February 21, 2013 and filed by J. Hernandez. According to its public corporate filings, J. Hernandez is the CEO of Hernandez Associates and, between at least 2017 and 2021 its principal executive office is located at a residential address associated with a former Subin Firm attorney, now employed by Cerchione LLP. In or around 2025, Hernandez Associates updated its principal place of business to shared office space located in Room 1400 of Subin Firm's offices at 150 Broadway, New York, New York. Hernandez Associates has no other known business addresses or online presence. Hernandez Associates, which purported to provide litigation support services to Subin Firm.

61. At all relevant times, Hernandez Associates operated and controlled Hernandez Associates, which, on information and belief, operated exclusively (or at least in part) as an intermediary and/or conduit through which one or more Subin Defendants and/or others acting on their behalf made illicit, undisclosed payments, including for claimant referrals, to one or more Runner/Support Defendants, disguised as payments for legitimate services in furtherance of the Fraud Scheme.

62. Defendant WALL STREET CASE ADVANCES INC. ("WS Advances") is a corporation organized and existing under the laws of the State of New York, incorporated on May 7, 2012 and filed by J. Hernandez. According to its public corporate filings, J. Hernandez is the CEO of WS Advances, and its principal executive office is located at the residential address

formerly listed for Hernandez Associates. On information and belief, at relevant times herein, WS Advances operated from Room 1400 of Subin Firm's offices. WS Advances has no other known business addresses or online presence.

63. At all relevant times, J. Hernandez operated and controlled WS Advances, which, on information and belief, operated exclusively (or at least in part) to coerce or incentivize claimants' cooperation in the Fraud Scheme by purporting to act as a TPLF broker/loan issuer and offering/providing cash advances to claimants, and/or as an intermediary and/or conduit through which one or more Subin Defendants made illicit, undisclosed payments, including for claimant referrals, to one or more Runner/Support Defendants, disguised as payments for legitimate services in furtherance of the Fraud Scheme, as demonstrated by checks from Sahiwal NY and deposition testimony of J. Hernandez (as defined herein) publicly filed in *Gemstone*, *infra*, as alleged herein.

65. Defendant LUZDELFI A. HERNANDEZ a/k/a LUCY HERNANDEZ ("L. Hernandez") is a resident of the State of New York. L. Hernandez was employed by Subin Firm from at least 2020 through around 2024 as a paralegal and/or co-head of Subin Firm's 16th Floor workers' compensation and civil litigation departments. On information and belief, at relevant times herein while L. Hernandez was employed by Subin Firm, she also routinely performed work for Nappa Monterosso. At all relevant times herein, L. Hernandez was not licensed to practice law in New York and was not authorized to represent injured workers before the NY WCB (as defined herein).

66. Defendant ELSIE REAL CIBBARELLI ("Cibbarelli") is a resident of the State of New York and was Subin Firm's "Senior Client Relations Specialist" from at least 1996 through the end of 2025.

67. Defendant SAHIWAL ASSOCIATES INC ("Sahiwal NY") is a corporation organized and existing under the laws of the State of New York, that purportedly provides "consulting" services and was incorporated on October 23, 2018 by Cibbarelli's husband, Nicholas Cibbarelli. According to its public corporate filings, the only address associated with Sahiwal NY is Cibbarelli and her husband's residential address in Staten Island, New York. Sahiwal NY has no other known business addresses or online presence.

68. At all relevant times, Cibbarelli operated and controlled Sahiwal NY, which operated exclusively (or at least in part), as an intermediary and/or conduit through which Subin Defendants and/or others acting on their behalf made illicit, undisclosed payments, including for claimant referrals, to one or more Runner/Support Defendants, disguised as payments for legitimate services in furtherance of the Fraud Scheme, as demonstrated by checks produced in *Gemstone*, *infra*, and further alleged herein.

69. Defendant TANVIR CHAUDHRY ("Chaudhry") is a resident of the State of New Jersey. At all relevant times, Chaudhry was not licensed to practice law in New York.

70. Defendant SAHIWAL ASSOCIATES INC. ("Sahiwal NJ") is a corporation organized and existing under the laws of the State of New Jersey that purportedly provides "consulting" services and was incorporated on January 1, 2015 by Chaudhry. According to public corporate filings, Chaudhry is the registered agent and sole director for Sahiwal NJ, and the only address listed for Sahiwal is a residential address in New Jersey associated with Chaudhry. Sahiwal NJ has no other known business addresses or online presence.

71. At all relevant times, Chaudhry operated and controlled Sahiwal NJ, which, on information and belief, operated exclusively (or at least in part) as an intermediary and/or conduit through which Subin and/or Park Defendants made illicit, undisclosed payments, including for

claimant referrals, to one or more Runner/Support Defendants, disguised as payments for legitimate services in furtherance of the Fraud Scheme.

72. Defendant TRI-STATE MEDICAL LIAISON SERVICES, INC. ("Tri-State") is a limited liability company organized and existing under the laws of the State of New York, incorporated on March 3, 2014 and filed by Chaudhry, and lists a residential address associated with another Subin Firm claimant as its sole address. Tri-State has no other known business addresses or online presence.

73. A at all relevant times, Chaudhry operated and controlled Tri-State, which, on information and belief, operated exclusively (or, at least in part) as an intermediary and/or conduit through which Subin and/or Park Defendants made illicit, undisclosed payments, including for claimant referrals, to one or more Runner/Support Defendants, which were disguised as payments for legitimate services in furtherance of the Fraud Scheme.

74. Defendant LUIS F. DELEON ("DeLeon") is and was a citizen of the State of New Jersey. DeLeon provided notary services to and has also attested to being an "investigator" for Subin Firm. DeLeon's sister, Geraldine DeLeon, has been named in a RICO lawsuit against Subin Firm and others, wherein she was alleged to have provided services for a Subin Firm claimant through a company Medical Exam Guardians Inc. while she was also employed as Subin Firm's "operations lead."

75. Defendant NEAL MAGNUS ("Magnus") is a resident of the State of New Jersey. At all relevant times, Magnus operated, controlled, and was the sole beneficial owner of several TPLF companies not named as defendants herein, including non-party Best Case Originations, LLC ("Best Case") and has had a business relationship with H. Subin dating back more than 20

years. Magnus was directly involved in the creation and/or conversion of All Boro to a gatekeeper clinic for Subin Firm, as discussed in more detail infra.

76. At all relevant times herein, Defendants JOHN DOE NOS. 1-25 are persons whose true identities, organizational affiliations, and specific roles in connection with the Enterprise and underlying claims at issue are presently unknown to Plaintiffs as a direct result of the concealment conduct of the Defendants as described herein. JOHN DOE NOS. 1-25, along with the other Runner/Support Defendants, participated in the fraudulent scheme described herein by recruiting potential claimants into staging and/or perpetuating fake accidents at various sites throughout the State of New York and/or signing up claimants after accidents with minor injuries or no injury, enticed claimants to pursue claims and undergo surgeries, coached claimants on how to document their "accidents," including by calling (or having someone else call) an ambulance or first responders to the "accident" location, and/or how to efficiently malinger a minor incident into surgeries, including by instructing claimants on what to tell first responders and providers at the emergency room ("ER"), and/or otherwise coordinated the logistics of claimants' rote protocol medical care and necessary lawsuit involvement, with the knowing cooperation and substantial assistance of Medical Provider Defendants, Legal Service Defendants and Funding Defendants.

77. At all relevant times herein, Defendants XYZ CORPORATION NOS. 1-25 are entities whose true identities, organizational structures, and specific roles in connection with the Enterprise and underlying claims at issue are presently unknown to Plaintiffs as a direct result of the concealment conduct of the Defendants as described herein. XYZ CORPORATION NOS. 1-25, along with JD Services, Amedico, Amedio Funding and MKS, participated in the Fraud Scheme by recruiting and managing individual Runner/Support Defendants, facilitating claimants' progress through the Fraud Scheme with Funding Defendants and Medical Provider Defendants

(as defined herein), and/or by directly or indirectly diverting funds from lawsuit recoveries back to Legal Service Defendants, through "reimbursement" for "expenses" to compensate various Defendants for their respective roles in the Fraud Scheme.

78. Plaintiffs have conducted a diligent investigation, including review of claims files, court records, and public records, but have been unable to ascertain the true identities of John Doe Nos. 1–25 and XYZ Corporation Nos. 1–25 despite such diligence, and will amend this Complaint to name such parties once their identities are ascertained through discovery. As to certain named Runner/Support Defendants, mainly MKS, J. Hernandez, Hernandez Associates, WS Advances, L. Hernandez, Cibbarelli, Sahiwal NY, Chaudhry, Sahiwal NJ and Tri-State, Plaintiffs' investigation to date has identified their identities and general roles in the Enterprise, but not the full extent of their involvement, which remains, on information and belief, within Defendants' exclusive knowledge and cannot be fully ascertained absent discovery. Plaintiffs reserve the right to amend this Complaint to allege additional facts regarding any Defendant's role and participation in the Enterprise as such facts are learned through discovery.

79. Lupi, JD Services, Amedico, Amedico Funding, MKS, J. Hernandez, WS Advances, Hernandez Associates, L. Hernandez, Cibbarelli, Sahiwal NY, Chaudhry, Sahiwal NJ, Tri-State, DeLeon, Magnus, John Doe Nos. 1-25, and XYZ Corporation Nos. 1-25 are collectively referred to as the "**Runner/Support Defendants**."

iii. Funding Defendants

80. Defendant CARTIGA CONSUMER FUNDING, LLC f/k/a PLAINTIFFS FUNDING HOLDING, LLC d/b/a LAWCASH ("Cartiga") is a limited liability company, organized and existing under the laws of the State of Delaware.

81. Defendant PEGASUS FUND, LLC d/b/a PEGASUS FUND 2022, LLC ("Pegasus") is a limited liability company, organized and existing under the laws of the State of Delaware.

82. Defendant NEXIFY CAPITAL LLC ("Nexify") is a limited liability company, organized and existing under the laws of the State of Delaware.

83. Defendant EXPRESS FUNDING OF AMERICA, LLC ("EFA") is a limited liability company duly organized and existing under the laws of the State of New York.

84. Defendant CHEROKEE FUNDING II, L.L.C. d/b/a GAIN ("Cherokee") is a limited liability company duly organized and existing under the laws of the State of Georgia.

85. At all relevant times, Defendants XYZ CORPORATION NOS. 26-50 are entities whose true identities, organizational structures, and specific roles in connection with the Enterprise and underlying claims at issue are presently unknown to Plaintiffs as a direct result of the concealment conduct of the Defendants as described herein. XYZ CORPORATION NOS. 26-50 participated in the fraudulent scheme described below by issuing TPLF loans and/or providing TPLF financing to claimants, and/or providing related funds directly and/or indirectly to Legal Service Defendants, Runner/Support Defendants, claimants and/or Medical Provider Defendants.

86. Plaintiffs have conducted a diligent investigation, including review of claims files, court records, UCC filings and other public records, but have been unable to ascertain the true identities of XYZ Corporation Nos. 26–50 despite such diligence, and will amend this Complaint to name such parties once their identities are ascertained through discovery.

87. Cartiga, Pegasus, Nexify, EFA, Cherokee, Amedico, Amedico Funding, XYZ Corporation Nos. 26-50 and, where applicable, their agents, servants, employees, and all others

acting on their behalf or under their direction and control, are collectively referred to as the "**Funding Defendants**."

iv. Medical Provider Defendants

88. Defendant KOLB RADIOLOGY P.C. ("Kolb Radiology") is a professional corporation, organized and existing under the laws of the State of New York, incorporated on September 3, 2015. At all relevant times herein, Kolb Radiology maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

89. Defendant THOMAS M. KOLB, M.D. ("Kolb") resides in and is a citizen of the State of New York. At all relevant times herein, Kolb was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Kolb Radiology. Kolb's direct involvement in the predetermined treatment protocol and coordinated conduct with Subin Firm is evidenced by the declaration of non-party All Boro's Managing Director, Steven Weissbluth (not named as a defendant herein) and the Ramos trial, as alleged herein.

90. Kolb Radiology, Kolb and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Kolb Defendants."

91. Defendant METRO POINT MEDICAL P.C. ("Metro Point") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, Metro Point maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

92. Defendant S M B MEDICAL SERVICES P.C. ("SMB Medical") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, SMB Medical maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

93. Defendant STEPHANIE BAYNER, M.D. ("Bayner") resides in and is a citizen of the State of New York. At all relevant times herein, Bayner was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Metro Point and SMB Medical, as well as the owner, as the sole member of La France Holdings LLC, of 59-07 94th Street

94. Metro Point, SMB Medical, Bayner and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Metro Point Defendants."

95. Defendant METROPOLITAN MEDICAL & SURGICAL P.C. d/b/a PAIN MEDICINE OF NEW YORK ("Metropolitan Medical") is a professional services corporation organized and existing under the laws of the State of New York. At all relevant times herein, Metropolitan Medical maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

96. Defendant MARK GLADSTEIN, M.D. ("Gladstein") resides in and is a citizen of the State of Florida. At all relevant times herein, Gladstein was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Metropolitan Medical.

97. Gladstein has been named as a defendant in multiple RICO suits for allegedly perpetuating fraud schemes strikingly similar to the described herein.[3]

98. Metropolitan Medical, Gladstein and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Metropolitan Medical Defendants."

99. Defendant CONTEMPORARY DIAGNOSTIC IMAGING LIMITED LIABILITY COMPANY ("Contemporary Diagnostic") is a professional limited liability company, organized and existing under the laws of the State of New Jersey. At all relevant times herein, Contemporary Diagnostic maintained its principal place of business in the State of New Jersey and was authorized to and did conduct business in the State of New Jersey.

100. Defendant ALKIES LAPAS, D.O. ("Lapas") resides in and is a citizen of the State of New Jersey. At all relevant times herein, Lapas was a physician licensed to practice medicine in the State of New Jersey, and was an owner, operator, officer, director and/or employee of Contemporary Diagnostic and the Chairman of Radiology at Hudson Regional Hospital.

101. Contemporary Diagnostic, Lapas and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Contemporary Diagnostic Defendants."

102. Defendant ADVANCED ORTHOPEDICS AND NEUROSURGERY LLC ("Advanced Ortho") is a professional limited liability company, organized and existing under the

[3] *See State Farm Mut. Auto. Ins. Co. v. Metro Pain Spec. P.C.*, 21-cv-5523 (E.D.N.Y. Oct. 5, 2021); *American See Gov't Emp. Ins. Co. v. Advanced Comp. Lab'y LLC*, 20-cv-2391 May 29, 2020) (alleging Gladstein, through his medical laboratory company (TopLab), engaged in a scheme to defraud insurers by submitted fraudulent charges for medically unnecessary, illusory, and otherwise non-reimbursable urine drug screening tests); *Metro Pain Spec.*, ECF No. 388 (Second Amended Complaint) (E.D.N.Y. Aug, 17, 2021) (alleging that Gladstein received kickbacks disguised as payments for urine drug testing performed through TopLab, in exchange for performing surgeries through Metropolitan Medical at Surgicare ASC); *see also Am. Transit Ins. Co. v. Advanced Comp. Lab'y, LLC*, 21-cv-413 (E.D.N.Y. Jan. 25, 2022); *Liberty Mut. Mid Atlantic Ins. Co. v. Advanced Comp. Lab'y, LLC*, 22-cv-3541 (E.D.N.Y. June 16, 2022); *Allstate Ins. Co. v. Advanced Comp. Lab'y LLC*, 23-cv-6108 (E.D.N.Y. Oct. 27, 2023).

laws of the State of New Jersey. At all relevant times herein, Advanced Ortho maintained its principal place of business in the State of New Jersey and was authorized to and did conduct business in the State of New Jersey.

103. Defendant SCOTT STEVEN KATZMAN, M.D. ("Katzman") resides in and is a citizen of the State of Florida. At all relevant times herein, Katzman was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Advanced Ortho.

104. Advanced Ortho, Katzman and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Advanced Ortho Defendants."

105. Defendant WEST ORANGE SURGICAL CENTER, LLC d/b/a MOUNTAIN SURGERY CENTER ("Mountain Surgery") is a limited liability company, organized and existing under the laws of the State of New Jersey. At all relevant times herein, Mountain Surgery maintained its principal place of business in the State of New Jersey and was authorized to and did conduct business in the State of New Jersey.

106. Defendant ALEXANDRE B. DE MOURA, M.D., P.C. d/b/a NEW YORK SPINE INSTITUTE ("NYSI") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, NYSI maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

107. Defendant ANGEL EDUARDO MACAGNO, M.D. ("Macagno") resides in and is a citizen of the State of New York. At all relevant times herein, Macagno was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of NYSI.

108. Defendant ALEXANDRE B. DE MOURA, M.D. ("De Moura") resides in and is a citizen of the State of New York. At all relevant times herein, De Moura was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of NYSI.

109. NYSI, Macagno, De Moura and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "NYSI Defendants."

110. Defendant RAND MEDICAL P.C. d/b/a RAND DIAGNOSTIC IMAGING ("Rand") is a professional corporation, organized and existing under the laws of the State of New York, incorporated on August 27, 2019. At all relevant times herein, Rand maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

111. Defendant STEVEN LOSIK, M.D. ("Losik") resides in and is a citizen of the State of New York. At all relevant times herein, Losik was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Rand.

112. Defendant MADHU BOPPANA, M.D. ("Boppana") resides in and is a citizen of the State of New York. At all relevant times herein, Boppana was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Rand.

113. Rand, Losik, Boppana and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Rand Defendants."

114. Defendant NY ORTHOPEDICS, P.C. d/b/a SPINECARE NYC ORTHOPEDICS d/b/a GERLING INSTITUTE FOR MUSCULOSKELETAL AND NEUROLOGICAL CARE ("Gerling Institute") is a professional service corporation, organized and existing under the laws of the State of New York. At all relevant times herein, Gerling Institute maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

115. Defendant MICHAEL GERLING, M.D. ("Gerling") resides in and is a citizen of the State of New York. At all relevant times herein, Gerling was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of the Gerling Institute.

116. Gerling, Gerling Institute and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Gerling Institute Defendants."

117. Defendant WASHINGTON MEDICAL, P.C. ("Washington Medical") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, Washington Medical maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

118. Defendant SAWEY HARHASH, M.D. ("Harhash") resides in and is a citizen of the State of New York. At all relevant times herein, Harhash was a physician licensed to practice medicine in the State of New York and New Jersey, and was an owner, operator, officer, director and/or employee of the Washington Medical P.C.

119. Harhash, Washington Medical and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Washington Medical Defendants."

120. Defendant SANFORD R. WERT M.D., PC ("Wert PC") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, Wert PC maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

121. Defendant SANFORD R. WERT, M.D. ("Wert") resides in and is a citizen of the State of New Jersey. At all relevant times herein, Wert was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Wert PC.

122. Wert PC, Wert and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Wert PC Defendants."

123. Defendant NY&NJ ORTHO SPINE, LLC ("NYNJ Ortho") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, NYNJ Ortho maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

124. Defendant ROSS SHERBAN, M.D. ("Sherban") resides in and is a citizen of the State of Florida. At all relevant times herein, Sherban was a physician licensed to practice medicine in the State of New York and New Jersey, and was an owner, operator, officer, director and/or employee of NYNJ Ortho.

125. NYNJ Ortho, Sherban and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "NYNJ Ortho Defendants."

126. Defendant ARON ROVNER MD, PLLC ("Rovner PLLC") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, Rovner PLLC maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

127. Defendant ARON ROVNER, M.D. ("Rovner") resides in and is a citizen of the State of Florida. At all relevant times herein, Rovner was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Rovner PLLC.

128. Rovner PLLC, Rovner and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Rovner PLLC Defendants."

129. Defendant MCCULLOCH ORTHOPAEDIC SURGICAL SERVICES, P.L.L.C. d/b/a NEW YORK SPORTS AND JOINTS ORTHOPAEDIC SPECIALISTS ("McCulloch Ortho") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, McCulloch Ortho maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

130. Defendant KENNETH MCCULLOCH, M.D. ("McCulloch") resides in and is a citizen of the State of New York. At all relevant times herein, McCulloch was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of McCulloch Ortho.

131. McCulloch Ortho, McCulloch and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "McCulloch Ortho Defendants."

132. Defendant HASANUZZAMAN MEDICAL CARE P.C. ("Hasanuzzaman PC") is a professional corporation, organized and existing under the laws of the State of New York. At all relevant times herein, Hasanuzzaman PC maintained its principal place of business in the State of New York and was authorized to and did conduct business in the State of New York.

133. Defendant MOHAMMAD HASANUZZAMAN, M.D. ("Hasanuzzaman") resides in and is a citizen of the State of New York. At all relevant times herein, Hasanuzzaman was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of Hasanuzzaman PC.

134. Hasanuzzaman PC, Hasanuzzaman and, where applicable, their agents, servants, employees, and all others acting on their behalf or under their direction and control, are collectively referred to as the "Hasanuzzaman PC Defendants."

135. Kolb Defendants, Metro Point Defendants, Metropolitan Medical Defendants, Contemporary Diagnostic, Advanced Ortho Defendants, Mountain Surgery Defendant, NYSI Defendants, Rand Defendants, Gerling Institute Defendants, Washington Medical Defendants, Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants, McCulloch Ortho Defendants, and Hasanuzzaman PC Defendants are collectively referred to as "**Medical Provider Defendants**."

136. Legal Service Defendants, Runner/Support Defendants, Funding Defendants, and Medical Provider Defendants are collectively referred to as "**Defendants**."

v. Other Defendants

137. Defendant ESQUIRE BANK, N.A. ("Esquire Bank") is a privately owned commercial bank, chartered and regulated by the U.S. federal government. At all relevant times herein, Esquire Bank maintained its principal place of business in the State of New York and was authorized and conducting business in the State of New York.

138. As a federally regulated commercial bank, Esquire Bank was required to comply with the Bank Secrecy Act and related anti-money laundering statutes and regulations, including customer due diligence and suspicious activity monitoring obligations, to detect red flags such as the use of shell, nominee or alter ego entities, concealment of beneficial ownership, and transactions designed to evade legal or financial obligations, including known or anticipated claims, and suspicious activity suggestive of fraud or asset shielding.

139. Esquire Bank and Cartiga were both founded by Dennis Shields (not named as a defendant herein), who sat on the Boards of Directors of Cartiga's predecessor, Plaintiffs Funding Holding, LLC d/b/a LAW CASH ("Law Cash") and Esquire Bank until his death in 2018. Law Cash's former CEO, Harvey Hirschfield also helped establish Esquire Bank and sat on the Boards of Directors of Law Cash and Esquire Bank until his death in 2023.

140. In 2013, Esquire Bank was sued for allegedly targeting and seeking to exploit, manipulate and circumvent banking laws to extend loans to economically challenged individuals with pending personal injury lawsuits to extract substantial, unreasonable and usurious rates of interest from such individuals by extending "cash advances," through Cartiga's predecessor, Plaintiffs Funding Holding, LLC d/b/a LAW CASH, and sought to circumvent judicial inquiry by investing substantial sums of money through "lobbyists" and campaign contributions. *See Hirschhorn v. Lawcash*, 13-cv-02360 (E.D.N.Y., April 18, 2013). Recently, Esquire Bank was sued

under RICO in connection with a scheme orchestrated by a California-based law firm, whereby the law firm was alleged to have facilitated a series of disguised financial transactions structured as "advances," but functioning as high-interest loans, which were issued by Esquire Bank and secured by claimants' settlement proceeds, without their consent. Specifically, in that lawsuit, the plaintiff alleged that he was provided with an "advance" deposit issued by his law firm without explanation and was later deprived of settlement funds under the false pretense of reimbursement or lien satisfaction. *See Phibonacchii v. Esquire Bank*, 25-cv-10611 (C.D. Cal. Nov. 2, 2025).

vi. Relevant Non-Parties

141. Non-Party All Boro Medical Rehabilitation PLLC ("All Boro") is a professional limited liability company organized and existing under the laws of the State of New York, formed on September 26, 2014.

142. At all relevant times herein, non-Party Felix Karafin, M.D. ("Karafin") was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of All Boro.

143. At all relevant times herein, non-Party Kevin Weiner, M.D. ("Weiner") was a physician licensed to practice medicine in the State of New York, and was an owner, operator, officer, director and/or employee of All Boro.

144. All Boro, Karafin, Weiner are collectively referred to as the "All Boro Non-Parties."

145. Non-Party Steven Weissbluth ("Weissbluth") was All Boro's Managing Director from 2016 through the end of 2025. Weissbluth signed a sworn declaration, publicly filed in *New York Marine*, *supra*, Doc. No. 27 directly relevant to the claims at issue herein.

IV. FACTUAL BACKGROUND

146. Since at least 2018 to the present, and with a significant increase since 2020, Subin Defendants, along with others known and unknown, devised and carried out a scheme to defraud insurers, including Plaintiffs, for their own financial gain by: (i) recruiting claimants[4] to stage and/or perpetuate fake accidents; (ii) misrepresenting pre-existing or degenerative conditions as new acute and causally related injuries, inflating minor or localized injuries into extensive claims, or inventing injuries altogether; (iii) creating, producing and/or submitting false documents to support meritless personal injury claims and lawsuits, including primarily those involving standing trip-and-fall and/or New York Labor Law claims; (iv) providing (or purporting to provide) healthcare services to claimants that were excessive and medically unnecessary; (v) transferring funds—either directly or indirectly—to Defendants and claimants to support and perpetuate the fraudulent scheme; and/or (vi) using false medical diagnoses and unnecessary treatments to fraudulently inflate the supposed value of personal injury lawsuits (the "Fraud Scheme").

147. The Fraud Scheme alleged herein is a massive scheme, involving hundreds, if not thousands of fraudulent claims, prosecuted by the Legal Service Defendants over several years and continues, to date, largely unabated, through new iterations of Subin Firm, including Subin 2.0 Defendants.

148. To date, numerous lawsuits have been brought by multiple insurers against Subin Defendants and other Defendants named herein alleging similar conduct and/or comparable schemes. *See, e.g.*, *See Union Mut. Fire Ins. Co. v. Subin Assocs., LLP*, 25-cv-02652 (E.D.N.Y., filed May 12, 2025); *Great Am. Ins. Co. v. Gemstone Prop. Mgmt. LLC*, 23-cv-09100 (S.D.N.Y.,

[4] As used herein, "claimants" mean individuals who were represented by one or more Legal Service Defendants in connection with fraudulent personal injury claims and/or lawsuits.

Oct, 16, 2023); *New York Marine & Gen. Ins. Co. v. Subin Associates, LLP*, 151766/2026 (N.Y. Cnty. Sup. Ct., Feb. 9, 2026).

149. Subin Defendants and other Defendants have taken numerous steps to conceal the massive fraud, including by shutting down Subin Firm in or around the end of 2025. The Fraud Scheme, however, did not cease with the shutdown of the original iteration of Subin Firm. Rather, it continues to the present through Subin 2.0 Defendants, subsequent iterations of the Subin Firm, which operate as its alter egos of and/or successors-in-interest, and were utilized to carry forward and conceal the Fraud Scheme, and to shield Subin Defendants' ill-gotten gains from the victims of the Fraud Scheme, siphon funds out of Subin Firm, and evade present and future creditors, including Plaintiffs.

150. Beginning in 2024, shortly after Subin Firm was accused by journalists and other insurance companies of orchestrating substantially similar fraud schemes to the Fraud Scheme alleged herein, and extending through late 2025, Subin Firm: (i) withdrew as counsel from approximately 200-300 personal injury lawsuits; (ii) formed three new law firms (the Subin 2.0 Defendants) that, within months of their formation, took out loans collateralizing all of their present and future assets, and by January of 2026 had assumed the overwhelming majority of the Subin Firm's active litigation matters (upwards of 1,000 personal injury lawsuits, including numerous claims at issue herein), personnel, offices, operational infrastructure, client relationships, goodwill, and revenue-generating activities; (iii) shut down its website and automatically redirected visitors to Subin, LLP's website, without informing visitors that they were being redirected to the website of another law firm; and (iv) ceased representing clients or otherwise operating as an active law firm, despite remaining registered as an active limited liability partnership with the New York Department of State.

151. As a part of the primary enterprise (the broader association-in-fact alleged herein) (the "Count I Enterprise"), Subin Defendants, together with other members of that enterprise, knowingly agreed to and participated in the conduct of the enterprise's affairs through a pattern of racketeering activity, including the continued execution and perpetuation of the Fraud Scheme. Within this association-in-fact enterprise, Defendants shared a common purpose, maintained relationships among themselves, and functioned with sufficient longevity to carry out the Fraud Scheme.

152. Alternatively, pursuant to Fed. R. Civ. P. 8(d), the enterprise (the "Count III Enterprise" and, together with Count I Enterprise, the "Enterprise") consists of a single legal entity, namely Subin Firm, through which Defendants H. Subin, E. Subin, Eisen, Baum and May conducted the racketeering activity alleged herein.

153. As used herein "Enterprise" means the Count I Enterprise and, in the alternative, the Count III Enterprise. All facts alleged regarding the Enterprise, Fraud Scheme and Defendants' conduct apply to both, except that, as to the Count III Enterprise, only H. Subin, E. Subin, Eisen, Baum, and May are "persons" under 18 U.S.C. § 1961(3), with all remaining Defendants alleged as co-conspirators under Count II.

154. As alleged in Count II, Plaintiffs' RICO conspiracy claim under 18 U.S.C. § 1962(d) is brought with respect to the conduct of the affairs of the Count I Enterprise and, in the alternative, the Count III Enterprise.

155. Subin 2.0 Defendants are liable for Subin Firm's obligations arising from its role as the Count III Enterprise, as well as its liability under Count I, because they are successors-in-interest to and/or alter egos of Subin Firm and, therefore, are jointly liable for Subin Firm's misconduct. Subin 2.0 Defendants continued the same Enterprise, acquired Subin Firm's assets

and business, retained substantially the same management and operations, and the Subject Transfers (as defined herein) constituted de facto mergers, mere continuations and/or fraudulent efforts to evade liabilities. Accordingly, Subin 2.0 Defendants are liable for Subin Firm's obligations, including liability arising from the common law fraud alleged herein.

156. Subin 2.0 Defendants, as alter egos or and/or successors-in-interest to Subin Firm, are also liable for the racketeering acts committed through the Enterprise alleged herein.

157. Although each underlying personal injury claim may involve complex details, the Fraud Scheme is simple: recruit claimants, perform unnecessary medical procedures and surgeries, and prolong litigation to secure fraudulently inflated settlements or judgments from or against Plaintiffs and other similarly situated insurers.

158. The claimants were induced by Subin Defendants, with the assistance of Runner/Support Defendants and/or Funding Defendants, to cooperate by promises of cash advances and monetary windfalls from claimants' lawsuits, which were financed via TPLF loans from Funding Defendants, often timed with, if not directly contingent on filing suit and/or undergoing medical procedures and surgeries, and monetized by those medical procedures and surgeries at the urging of Defendants.

159. The objective of the Fraud Scheme is and was to obtain payments from insurers for the property owners and others named as defendants in the underlying claims and lawsuits, including Plaintiffs, for fraudulently inflated settlements and/or judgments arising from claimants' personal injury lawsuits.

160. To accomplish their objective, Legal Service Defendants weaponized the courts, NY WCB and the legal process itself. Each fraudulently inflated claim and lawsuit constituted an implicit demand: pay an inflated settlement or bear the costs of resistance, including deliberately

inflated workers' compensation liens and TPLF loans, knowing those encumbrances would further inflate settlement pressure on insurers such as Plaintiffs.

161. As detailed herein, the Fraud Scheme directly harmed Plaintiffs and others.

A. THE UNDERLYING CLAIMS AND RELEVANT LEGAL FRAMEWORK

i. Labor Law Lawsuits and Related Workers' Compensation Claims

162. A worker injured on a construction site in New York is entitled to prompt indemnity and medical compensation under the New York Workers' Compensation Law ("NY WCL"). Where the matter in which the worker is injured constitutes a violation of the New York Labor Law, the worker may also be entitled to compensation from the property owner or general contractor through a Labor Law lawsuit.

163. New York's Labor Law imposes statutory liability on property owners, general contractors, and their agents, including strict liability for violations of N.Y. Labor Law § 240(1) (elevation-related injuries), and liability for violations of N.Y. Labor Law §§ 241(6) (construction, excavation and demolition work) and 200 (general worksite negligence). Thus, property owners and general contractors are typically named as defendants in Labor Law lawsuits.

164. Plaintiffs primarily insure property owners and, as such, often bear the brunt of the inevitable Labor Law lawsuit, which is effectively and at least partially financed by the related workers' compensation claim through payment of claimants' lost wages and medical treatment.

165. Pursuant to NY WCL § 29, the employer or carrier responsible for providing workers' compensation benefits is deemed to have a lien against the proceeds from any settlement or judgment obtained by a related Labor Law lawsuit.

166. A workers' compensation claim is initiated by filing documents, typically consisting of a C-3 Employee Claim Form (submitted by mail) or EC-3 Employee Claim Form

(submitted electronically) (hereinafter, the "C-3 Forms"), with the New York State Workers' Compensation Board ("NY WCB").[5]

167. The C-3 Forms are typically signed by the claimant and their attorney and typically requires that the claimant "affirms that the information is true and accurate to the best of [their] knowledge and belief." When represented by counsel, claimants' attorneys must also "certify to the best of [their] knowledge, information and belief, formed after an inquiry reasonable under the circumstances, that the allegations and other factual matters asserted [therein] have evidentiary support, or are likely to have evidentiary support after as reasonable opportunity for further investigations or discovery."

168. The C-3 Forms also contain the following language: "Any person who knowingly and with INTENT TO DEFRAUD presents, causes to be presented, or prepares with knowledge or belief that it will be presented to, or by an insurer, or self-insurer, any information containing any FALSE MATERIAL STATEMENT or conceals any material fact, SHALL BE GUILTY OF A CRIME and subject to substantial FINES AND IMPRISONMENT."

169. The claimant's attorney typically fills out the C-3 Form and other forms to establish injuries to specific body parts and authorize medical treatment and indemnity payments for the claimant. These determinations are further made through additional forms and documentation submitted to the NY WCB by and through the claimant's attorney, as well as directly by treating doctors and facilities.

170. Under the NY WCL, "no provider of health care rendering medical care or treatment to a compensation claimant, shall collect or receive a fee from such claimant within this state, but shall have recourse for payment of services rendered only to the employer under the

[5] *See* https://www.wcb.ny.gov/content/main/forms/c3.pdf and https://www.wcb.ny.gov/onlineforms/c3/C3Form.html (last visited July 13, 2026).

provisions of this chapter." NY WCL § 13-f. Absent limited exceptions, NY WCL further mandates removal of healthcare providers who have "directly or indirectly requested, received or participated in the division, transference, assignment, rebating, splitting or refunding of a fee for, or has directly or indirectly requested, received or profited by means of a credit or other valuable consideration as a commission, discount or gratuity in connection with the furnishing of medical or surgical care, … diagnosis or treatment or service, … or any other goods, services or supplies prescribed for medical diagnosis, care or treatment." NY WCL § 13-d(2)(g).

171. For claimants treated by Medical Provider Defendants and represented by Subin Defendants (as well as affiliated and complicit workers' compensation specific law firms, including but not limited to Defendants Villamar Firm and Nappa Monterosso (collectively, the "WC Firms")), Medical Provider Defendants and Subin Defendants and/or WC Firms necessarily submitted documents to the NY WCB identifying the alleged workplace accident and injuries, as well as submitted forms, records, and billing regarding the medical services provided to such claimants.

172. These forms and documentation, when they facially appear to comply with the NY WCB Medical Treatment Guidelines (the "NY WCB Guidelines"), are accepted and approved even when the information contained therein is false. Essentially, these Defendants dupe the NY WCB into establishing faked or preexisting, non-causally related injuries and authorizing related medical treatment through rote protocol and checking formulaic boxes, which are then used as affirmative proof in claimants' related Labor Law lawsuits and to fraudulently inflate any settlement or judgment obtained therefrom.

173. On information and belief, in some instances, certain Medical Provider Defendants who purportedly rendered treatment to claimants with pending WC Claims knowingly solicited,

accepted and/or received renumeration, typically in the form of surgical "advances," from certain Funding Defendants, who had acquired, or purported to acquire, a direct or indirect interest in the proceeds of claimants' legal claims, broadly defined in their agreements to include interests that encompassed or were secured by claimants' WC benefits. On information and belief, such arrangements were structured with the understanding that repayment would be made from claimants' recoveries, including, in whole or in part, benefits payable under the NY WCL, in violation of NY WCL § 13-f, by circumventing the statutorily mandated fee schedule and prohibition against unauthorized charges for medical services, and further constituted impermissible assignments of compensation, or interests therein, and/or NY WCL § 13-d(2)(g), insofar as they created direct or indirect liens upon, or financial interests in, WC benefits to which such Medical Provider Defendants were not lawfully entitled.

174. As discussed infra, in some instances, certain Medical Provider Defendants sent invoices or entered into letters of protection with Subin Firm and claimants with pending WC Claims for healthcare services, which were not contingent on claimants' recovery. On information and belief, these Medical Provider Defendants were aware of claimants' financial circumstances and knew that, absent a recovery in their personal injury claims, claimants had no independent means of repaying them and, thus, these agreements also violated NY WCL as de facto assignments or liens on those claimants' WC benefits.

175. On information and belief, in furtherance of the Fraud Scheme, one or more Medical Provider Defendants knowingly circumvented NY WCL's exclusive payment structure by seeking reimbursement, including in the form of advancements, from Funding Defendants and others, to secure payments for treatment, procedures and/or surgeries that they knew or had reason to know would most likely be denied if they were properly submitted for reimbursement to

claimants' employers in connection with their WC claims because they were medically necessary, not causally related to claimants' accidents and/or otherwise not in accordance with NY WCL or the related fee schedule.

ii. **The Sidewalk Law**

176. In 2003, New York City passed a law shifting responsibility for maintaining sidewalks from the City of New York to property owners whose property abuts the sidewalks (the "Sidewalk Law"). Under the Sidewalk Law, owners of commercial buildings and residential buildings with more than three units are required to maintain abutting sidewalks in a reasonably safe condition. As a result, the owners may be sued and held liable for accidents, such as trip-and-falls, caused by defective conditions on such sidewalks. N.Y.C. Admin. Code § 7-210, *et seq*.

177. New York City also requires owners of commercial buildings and owners of residential buildings with more than three units "to have a policy of personal injury and property damage liability insurance for … liability for any injury to property or personal injury, including death, proximately caused by the failure of such owner to maintain the sidewalk abutting such property in a reasonably safe condition." *Id.* § 7-211.

iii. **Personal Injury Lawsuits**

178. Personal injury lawsuits, including those involving Labor Law and trip-and-fall claims, are typically initiated through the filing of a Summons and Complaint in one of the Supreme Courts of the State of New York. The Complaints are typically verified by the claimant or their attorney and served upon all parties to the lawsuit.

179. Once an insurance carrier receives notice of a personal injury claim, it must open a claim, and assigns both an adjuster and attorney to administer and defend the claim.

180. The parties responsible for payment of any monetary recovery because of those lawsuits are the exposed insurance carriers, and/or anyone else, excess carriers, reinsurers, etc., who can or will be required to fund any settlements or judgments. In many instances, owners of large residential and commercial buildings (i.e., the types of buildings that GNY insures), and their insurance carriers, including GNY (who can be identified by searching public court records and/or communications amongst plaintiffs' counsel), are the targets for monetary recovery and schemes to defraud, including the Fraud Scheme alleged herein, as the applicable insurance policies tend to have higher policy limits, as well as excess coverage.

181. Subsequent to the filing and service of the Summons and Complaint, additional documentation known as original and supplemental Bills of Particulars are prepared, verified by the claimant or his or her attorney, and served upon all parties to the lawsuit.

182. Pursuant to Section 3020(a) of the New York Civil Practice Law and Rules ("CPLR"), by verifying a Complaint or Bill of Particulars, the verifying attorney or party, "subscribe[s] and affirm[s] to be true, under penalties of perjury, that the pleading is true to the knowledge of the deponent, except as to matters alleged on information and belief, and that as to those matters, such deponent believes it to be true." Prior to December 21, 2024, such verifications were made under oath.

183. For all lawsuits filed in New York State Supreme Courts in which negligence is alleged, including personal injury, Labor Law and trip-and-fall lawsuits, a Bill of Particulars must be verified. CPLR § 3044.

184. Additionally, the Administrative Rules of the Unified Court System & Uniform Rules of the Trial Courts, applicable to Supreme Courts of the State of New York, requires that every "pleading, written motion, and other paper, served on another party or filed or submitted to

the court" be signed by an attorney (or a party if not represented by counsel). By signing such paper, the attorney or pro se party certifies that:

> to the best of that person's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, (1) the presentation of the paper or the contentions therein are not frivolous as defined in section 130-1.1(c) of this Subpart, and (2) where the paper is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom, and (ii) the matter was not obtained in violation of [the New York State Unified Court System's Rules of Professional Conduct].

22 NYCRR § 130-1.1a(b)

185. For claimants represented by Subin Defendants in personal injury lawsuits, Subin Defendants have submitted documents attesting to the alleged accidents, injuries and treatment that were verified and/or certified by one of more of Subin Defendants pursuant to the CPLR and the New York Codes, Rules and Regulations ("NYCRR").

186. The documentation submitted in the personal injury lawsuits is used as a basis to seek litigation loans, justify medical treatment, obtain reimbursement for medical expenses, make lien payments, make settlement demands, and to quantify damages in connection with settlements and/or judgments. In the context of Labor Law lawsuits, documentation includes the workers' compensation liens and treatment obtained through workers' compensation claims.

187. Based on its contractual obligations, GNY has a duty to defend its insureds against claims brought against them, regardless of whether said claims are fraudulent or not. The longer those claims and lawsuits drag on, the greater the expense(s) incurred by insurers, including GNY.

188. When the documentation submitted is fraudulent or contains fraudulent information, as is the case in the Fraud Scheme described herein, the settlement demands become exorbitant when they should either be nominal or non-existent.

189. Moreover, fraudulent information increases claims administration and litigation expenses that would not have been incurred otherwise. Litigation is prolonged, with needless expenses incurred, as a result of the Fraud Scheme.

B. THE HISTORY OF THE FRAUD SCHEME

190. Despite Plaintiffs' diligent efforts, many of the fraudulent activities undertaken by the participants of the Fraud Scheme were actively concealed and incapable of being discovered with sufficient time to avoid incurring excessive litigation costs. Plaintiffs then ended up on the hook for the costs of any settlement or judgment obtained through fraudulent means, as well as excessive litigation costs, with little ability to adequately defend itself.

191. Subin Defendants are sophisticated actors with decades of knowledge of personal injury claims and the workings of liability insurance policies. Subin Firm has been operating in New York as a law firm since 1954. H. Subin, E. Subin, Eisen, Baum and May have been licensed attorneys since 1989, 2012, 1999, 1981 and 1996, respectively, and have coordinated and pursued fraudulent claims with now well-known runner/litigation funder, Lupi and certain other Defendants since at least 2018. H. Subin, E. Subin, May, Eisen and Baum are well aware that the pursuit of personal injury claims results in costs well beyond just settlement and award payments, including, *e.g.*, costs for the administration of claims and the defense of lawsuits, which are borne out by the insurers for the property owners and other defendants who are named defendants in those actions, and are well aware that, by prolonging litigation, an insurer's administration and defense costs necessarily increase.

192. Commencing at least as early as 2018 and continuing to the present, one or more Subin Defendants, including H. Subin, devised and orchestrated a massive scheme to defraud insurers, such as Plaintiffs, by manufacturing and inflating personal injury claims through

hundreds, if not thousands, of lawsuits–many alleging purported worksite and/or standing-height trip-and-fall injuries–brought against property owners, including Plaintiffs' insureds, as a calculated and necessary step in the execution of the Fraud Scheme, for their financial benefit.

193. The Fraud Scheme was deliberately concealed and carried out through a complex web of undisclosed referral, kickback, fee-splitting and other arrangements between and among Defendants and others, including illicit payments for referrals, and the use of captive, shell and/or alter ego entities falsely held out as independent, and other conduits and intermediaries, thereby enabling Defendants to carry out the Fraud Scheme while evading detection.

194. According to court filings, Subin Firm's relationship with Lupi dates back to at least January 2012.

195. Lupi and Park Defendants' connection is well-documented and dates as far back as 2016, when Lupi retained Park to represent him in a motor vehicle accident ("MVA"). Park also represented Lupi's now ex-wife, who is also the record owner of one or more Lupi Alter Ego Entities, in two MVAs.[6] In September 2017, correspondence from Park Firm to a client indicated that Lupi would be picking them up.

196. Lupi, a convicted felon,[7] was recently deported by the United State government to Venezuela and intends to further relocate to Spain.[8] The subject line of the email from the FBI was as follows: "Jorge Lupi Indictment and Plea Agreement Runner and Litigation Funder."

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[6] *See Gonzalez-Lupi v. Gourdet*, Index No. 709105/2016 (Queens Cnty. Sup. Ct., Aug. 3, 2016) (Lupi MVA); *Gonzalez-Lupi v. Castrillo*, Index No. 800331/2019 (Nassau Cnty. Sup. Ct., Aug. 14, 2019) (matrimonial action); *Castrillo v. Burkhardt*, Index No. 706495/2017 (Queens Cnty. Sup. Ct., May 12, 2017) (Lupi's now ex-wife's first MVA); *Castrillo v. Tardieu*, Index No. 709258/2020 (Queens Cnty. Sup. Ct., July 6, 2020) (second MVA).

[7] *See United States v. Lupi*, 1:00-cr-00300 Doc. 15 (N.D.N.Y. Jan. 26, 2021).

[8] *See Aristizbal-Rodas v. The 89 Bonnie Realty Corporation*, Index No. 719230/2022, Doc Nos. 119, 120, 124 (Queens Cnty. Sup. Ct., December 8, 2025).

197. Many Defendants, including Subin Defendants, have a documented history of engaging in schemes to defraud and, thus, are well acquainted with how to devise and carry out such schemes, including the Fraud Scheme alleged herein.

198. For example, Subin Defendants have been sued multiple times for substantively similar schemes to defraud, including under RICO. To date, Subin Firm has withdrawn from more than 200 personal injury lawsuits in New York, including more than 120 cases during a four-month period between January and May 2024, shortly after two insurers sent letters to Subin Firm putting them on notice of the extent of fraudulent claims that they were handling. This does not include additional cases that Subin Firm has suddenly and inexplicably dropped since then, several of which are at issue herein.[9]

199. Moreover, many Medical Provider Defendants have been sued for their involvement in schemes to defraud, including involving personal injury lawsuits that Subin Firm withdrew from.[10]

200. In connection with Subin Firm's mass withdrawal from hundreds of personal injury lawsuits in New York, attorneys for Subin Firm ultimately testified in court that there was "a concern with the referral source that got [them] the case, and upon the advice of ethics counsel, [they were] seeking to be relieved from all cases referred to [them] by this referral source," which the Subin Firm attorney identified as at least 200 to 300 cases.

201. In response to a Court Order, Subin Firm provided the name "Ari Alay" as the referral source for one of their lawsuits, listing his address as "9 Wimbleton Lane, Great Neck, New York" ("9 Wimbleton"), which was the registered address for Lupi's vehicle.

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[9] *See Fajardo, supra*, Doc Nos. 63 at ¶¶ 12-17; 66; *see also EXO Industries Corp. v. Subin Assocs., LLP*, Index No. 155432/2024, Doc. No. 2.

[10] *See, e.g.*, *Fajardo, supra*, Doc No. 63.

202. On information and belief, Ari Alay who is also known as Ariel Alayev, has been involved in several insurance fraud schemes and has connections with Lupi, but has never resided at 9 Wimbleton.[11]

203. Subin Firm's withdrawals, massive and unprecedented as they may be, were performative. The Fraud Scheme continues.

204. Shortly after two insurers filed a RICO action in the Eastern District of New York alleging similar schemes to defraud carried out by other New York-based law firms (*see Roosevelt Road Re, Ltd. v. Hajjar*, 24-cv-1549 (E.D.N.Y., Mar. 1, 2024)), Subin Firm removed E. Subin from the "leadership" section on its website, May and Eisen left Subin Firm, and the Villamar Firm (the workers' compensation law firm that coordinated and participated in the Fraud Scheme with Subin Firm) shut down its website (vmlawgroup.com). Defendant Villamar now works at Villamar Law and Defendant Mewafy now works at Mewafy Law.

205. Similarly, Lupi formed Amedico Funding on June 21, 2023, and has advertised expansion into five states.

C. THE EVOLUTION OF THE FRAUD SCHEME: SUBIN 2.0 DEFENDANTS

206. On July 10, 2024, shortly after the *Hajjar*, *supra*, was filed, E. Subin established two new entities, Subin, LLP and Eric Subin, PLLC, listing their principal place of business at 515 Madison Avenue, #8706, New York, New York. Nine days later two insurers filed a RICO action against Subin Firm, E. Subin, H. Subin and other Defendants sued herein. *See Roosevelt Road Re, Ltd. v. Subin Associates, LLP*, 24-cv-5033 (E.D.N.Y., filed July 17, 2024).

[11] *See Solorzano v. 30 Cooper Square P'ship*, Index No. 701227/2021, Doc No. 52 at 3:12–5:4 (Queens Cnty. Sup. Ct., Jan. 6, 2025); *see also Urbano Marcelino Contreras Diaz v. Notias Constr., Inc.*, 817432/2022E, Doc No. 82 (Bronx Cnty. Sup. Ct., Nov. 21, 2022).

207. Less than five months later, Subin, LLP and Eric Subin, PLLC entered into a line of credit or other loan agreement with Esquire Bank, as evidenced by a New York UCC financing statement, filed December 2, 2024, listing as collateral, and, thus, granting Esquire Bank a lien or security interest in, all of Subin, LLP and Eric Subin, PLLC's present and future assets (the "2024 Esquire Loan").

208. The 2024 Esquire Loan was able to be opened (purportedly upon the value of firm inventory), despite that Subin, LLP was not listed as counsel on any cases until February 2025 and Eric Subin, PLLC has never been listed as counsel on any cases.

209. On information and belief, at the time of the 2024 Esquire Loan, Subin, LLP and Eric Subin, PLLC had not retained any clients, had not opened or prosecuted any cases, and had generated little or no operating revenue and possessed few if any business assets.

210. Since approximately February of 2025, Subin, LLP, including through E. Subin, has entered appearances on numerous existing Subin Firm personal injury lawsuits and commenced new personal injury lawsuits in New York State courts, including claims at issue herein.

211. Subin, LLP's website lists its principal offices at 150 Broadway, 16th Floor, New York, New York—the same building and floor once occupied by Subin Firm.

212. On May 28, 2025, 16 days after another insurer filed a RICO action against Subin Defendants and other Defendants named herein (*see Union v. Subin*, *supra*), Subin Firm's now-former managing member, Hurowitz, formed a new entity, Cerchione LLP.

213. The certificate of registration filed by Cerchione LLP with the New York Secretary of State listed Hurowitz and former principal and managing member of Subin Firm, G. Cerchione, as its only partners, and Cerchione LLP's principal office and address for service of process at 875

Gerry Avenue, Lido Beach, New York ("875 Gerry Avenue"), also listed as the address for Cerchione LLP's filer, Larry Kessler. 875 Gerry Avenue is also the residential address of former Subin claimant, Danielle Wadler (Index No. 158364/2018), who filed a lawsuit for a standing-height trip-and-fall.

214. Prior to joining Cerchione LLP, Hurowitz and G. Cerchione had each worked at Subin Firm for over thirty-five years.

215. On December 10, 2025, Hurowitz, on behalf of Cerchione LLP, filed a certificate of amendment with the New York Department of State, changing Cerchione LLP's principal office and address for service of process to 150 Broadway, 23rd Floor, New York, New York—the same building and floor once occupied by Subin Firm, and, according to its website (cerchionehurowitz.law) and court filings, operates from that address.

216. Cibbarelli testified at a deposition that since January 1, 2026, Cerchione LLP has been occupying the same office space at 150 Broadway, located on the 22nd and 23rd floors, once occupied by Subin Firm. *See Gemstone*, *supra*, ECF No. 274-1.

217. Less than six months after it was formed, Cerchione LLP entered into a line of credit or other loan agreement with Esquire Bank, as evidenced by a New York UCC financing statement, filed December 26, 2025, which listed as collateral all of Cerchione LLP's present and future assets (the "2025 Esquire Loan" and, together with the 2024 Esquire Loan, the "Esquire Loans").

218. The 2025 Esquire Loan was able to be opened (purportedly upon the value of firm inventory), despite that Cerchione LLP was not listed as counsel on any cases until January of 2026.

219. On information and belief, at the time of the 2025 Esquire Loan, Cerchione LLP had not retained any clients, had not opened or prosecuted any cases, and had generated little or no operating revenue and possessed few if any business assets.

220. Since January of 2026, Cerchione LLP has entered appearances on numerous existing Subin Firm personal injury lawsuits and commenced new personal injury lawsuits in New York State courts, including claimants at issue herein, including but not limited to exemplar claimants F and I (as defined herein).

221. On information and belief, commencing in around February of 2025 and continuing through in or around January of 2026, Subin Firm transferred all (or substantially all) of its assets and ongoing business operations—including virtually all pending personal injury claims and lawsuits, together with associated contingent fee interests and anticipated revenue streams arising therefrom, to other law firms, including by transferring more than 1,000 active personal injury lawsuits and claims to Subin, LLP and/or Cerchione LLP, after which Subin Firm ceased representing clients or otherwise operating as an active law firm.

222. Though no formal dissolution filing has been made as of the filing of this Amended Complaint, in January of 2026, former Subin Firm member, G. Cerchione reported that Subin Firm was in dissolution and winding down and was no longer actively representing clients. In an Affirmation filed on April 30, 2026 in a personal injury action, G. Cerchione stated that Subin Firm was still "in the process of liquidating with Herb Subin, Esq. forming a new firm, Subin LLP." *See* Index No. 711373/2020, Doc. No. 541.

223. G. Cerchione further submitted in that case that: "The decision by Herb Subin and myself to separate makes continued representation of the Plaintiffs untenable. As well, my firm is unable to represent Plaintiff's interests. Pursuant to appropriate ethics opinions, if any further

information is necessary, I, or someone with knowledge, will set forth same for the Court in camera."

224. On information and belief, contemporaneously with the transfer of all of Subin Firm's pending legal matters and revenue-generating assets and assumption of Subin Firm's office space at 150 Broadway, substantially all, or a significant portion, of Subin Firm's attorneys, support staff, and other personnel transferred their employment to and/or continued performing substantially similar functions at Subin, LLP and/or Cerchione LLP.

225. For example, to date, at least 38 former-Subin Firm employees have been identified who transferred their employment from Subin Firm to Cerchione LLP in or around the end of 2025, including all 24 attorneys, including both named partners (G. Cerchione and Hurowitz, both "managing members" (Lee Michael Huttner, Michael Mingino (not named as defendants herein)) and general counsel/COO (Baum).

226. Likewise, several former Subin Firm employees now work for Subin, LLP, including four of the five attorneys listed on Subin LLP's website as of July of 2026, and Subin, LLP's operations/office manager. E. Subin

227. In early January 2026, Cerchione LLP's website (cerchionehurowitz.law) went live and Subin Firm's website (subinlaw.com) shut down.

228. Upon launching, substantial portions of Cerchione LLP's website were practically (if not entirely) identical to Subin Firm's now-defunct website, including biographies and photographs for all of its attorneys and the descriptions of its practice areas.

229. Despite appearing in active cases since February of 2025, Subin, LLP's website (subin.com) did not go live until in or around January of 2026, when it consisted only of a "Coming Soon" page. Subin, LLP's actual website launched in or around February of 2026.

230. In or around early January of 2026, Subin Firm's website was modified so that visitors who attempted to access its website (subinlaw.com) were automatically redirected to the website of Subin, LLP (subin.com), without any disclosure or notice that they were leaving Subin Firm's website and being transferred to the website of another law firm, thereby creating the misleading impression that the websites belonged to the same entity or that Subin, LLP was a continuation of Subin Firm, and deceiving prospective and current clients regarding the identity of the law firm with which they were communicating.

231. Likewise, in or around January of 2026, emails to Subin Firm's "info" email address were returned by employees of Cerchione, who had until then worked for Subin Firm.

232. Though Subin Firm began dissolution and ceased representing any clients in or around January 2026, as of July 2026, Subin Firm was still registered as an active entity with the New York Department of State Division of Corporations, and Subin Firm's now defunct website, subinlaw.com, continued to automatically redirect users to the website for Subin, LLP, without providing any notice to visitors that they were being redirected to the website of another law firm.

233. Despite having been replaced as the sole counsel of record in nearly all (if not all) of its active personal injury actions that it transferred to other law firms, including Subin, LLP and Cerchione LLP, after it ceased representing any clients in or around January of 2026, Subin Firm has not withdrawn its appearance and/or otherwise removed itself from the vast majority (if not all) of those cases and, as a result, continues to receive related NYSCEF court filing notifications.

234. Though H. Subin is not publicly listed as an attorney for any of the Subin 2.0 Defendants, on information and belief, his involvement in the Fraud Scheme has not ceased and he continues to participate in the affairs of Subin 2.0 Defendants in furtherance thereof.

235. As noted above, G. Cerchione has admitted in court filings that H. Subin formed Subin, LLP.

236. Moreover, Subin, LLP holds itself out as one and the same as Subin Firm. In addition to automatically redirecting users from Subin Firm's website to Subin, LLP's website, public records now associate Subin Firm's phone number (212-285-3800) with Subin, LLP, and Subin, LLP uses substantially similar marketing and logos as Subin Firm, describing itself "The Name In Injury Law Since 1954" (well before its sole principal, E. Subin (born 1986) was born:

Subin.com (last visited July 13, 2026).

Subinlaw.com (per Wayback Web Archive capture on April 15, 2024).

237. Google reviews referenced on Subin, LLP's website also include "client feedback for Subin Law and the former Subin Associates" (as shown below).

Subin.com (last visited July 13, 2026).

238. Moreover, case results on Subin, LLP's website include dozens of verdicts and settlement obtained by H. Subin, despite not listing H. Subin as one of its attorneys. *See* https://subin.com/case-results (last visited July 13, 2026).

239. Similar to Subin Firm, which is alleged to have shared offices space and/or phone numbers with various Runner/Support Defendants, in New York State Court filings Subin, LLP was also alleged to have shared office space and/or phone numbers with another notorious TPLF funder, Villagomez Capital, LLC ("Villagomez") (not named as a defendant herein).

240. In October of 2025, a judgment was entered against Villagomez for failing to pay back a $100,000 loan (Index No. 652716/2025, Doc. No. 50). In that case, the plaintiffs alleged that Villagomez "funded multiple personal injury cases filed by Subin [Firm]" and submitted copies of Villagomez's bank records showing significant transfers to bank accounts in Ecuador and tens of thousands of dollars in expenditures unrelated to TPLF. *See* Index No. 652716/2025, Doc Nos. 16, 47. Records submitted in another lawsuit in November of 2025 demonstrate that Villagomez's principal was holding himself out as Subin, LLP's "hiring team" on a LinkedIn job posting for Subin, LLP. *See* Index No. 709627/2020, Doc. Nos. 102, 113 (Nov. 24, 2025). In yet another lawsuit, one of then-Subin Firm's (and now Subin, LLP's) attorneys provided defense counsel with a phone number to call him back that belonged to Villagomez. *See* Index No. 719084/2018, Doc. No. 140.

241. In or around January of 2026, H. Subin's authorized agents for filing, former-Subin Firm and now-Cerchione LLP employees, Theresa Caruso a/k/a Teresa Caruso ("Caruso") and Michael Ermann (not named as defendants herein), who had been the authorized agents of NYSCEF filings for Subin Firm and H. Subin, respectively, updated their authorized agent information on NYSCEF to reflect that they were now authorized agents of NYCSEF for

Cerchione LLP, including on behalf of H. Subin, thus, resulting in all of H. Subin's court filings on NYSCEF indicating that they were filed by H. Subin on behalf of Cerchione LLP.

242. Moreover, months after Subin Firm ceased actively representing any clients, multiple former attorneys of Subin Firm who are now with either Subin, LLP or Cerchione LLP, still listed their former-Subin Firm contact information on NYSCEF and/or New York's Unified Court System, including but not limited to Cerchione LLP's principal, G. Cerchione.

243. On information and belief, the foregoing Subject Transfers (as defined herein) of substantially (if not all of) Subin Firm's assets and client matters to Subin 2.0 Defendants, as well as the subsequent Esquire Loans collateralizing Subin 2.0 Defendants' present and future assets, were undertaken in a manner constituting a de facto continuation of Subin Firm's business operations through Subin, LLP and/or Cerchione LLP, including continuity of personnel, legal matters, business operations, and revenue streams, such that Subin 2.0 Defendants are alter egos of and/or successors-in-interest to Subin Firm, and are liable for the misconduct alleged herein, including the substantive RICO violations and related fraudulent conduct described herein.

244. Since the original complaint in this action was filed, Cerchione LLP has begun dropping personal injury claims and lawsuits that it assumed from Subin Firm.

245. In at least one instance, Cerchione LLP demanded that Plaintiffs waive and release any potential fraud- and RICO-based claims against it and its attorneys as a condition of resolving a personal injury lawsuit that it assumed from Subin Firm for a claimant at issue herein (Index No. 713287/2022).

246. The foregoing conduct is indicative of consciousness of wrongdoing and constitutes circumstantial evidence that Cerchione LLP and its attorneys knew of the fraudulent nature of the underlying claim and sought to insulate themselves from liability arising from their participation

in, facilitation of, or concealment of the Fraud Scheme alleged herein. Such demands served no legitimate benefit to Cerchione LLP's clients but instead operated solely to protect Cerchione LLP and its attorneys from exposure to liability.

D. THE ENTERPRISE AND DEFENDANTS' ROLES

247. Each of Defendants knowingly played a critical role in the Fraud Scheme, exercising control over their respective functions to advance its objectives. Each Defendant's particular role in and contribution to the Enterprise was necessary and dependent on other Defendants' performance of their respective roles and contributions. The scheme relied on coordinated, intentional conduct, with all Defendants understanding the shared goal of securing payment on false claims. Each of Defendants, whether through explicit agreement or implicit understanding, consented to and supported the execution of this conduct.

248. The Fraud Scheme shares many structural elements similar to those found in *United States v. Rainford*, as summarized by the Second Circuit in its recent decision affirming criminal convictions:

> The scheme involved recruiting poor and homeless people to fake accidents at properties around the New York area. The recruit would stage an accident and then seek unnecessary medical treatment—sometimes including surgery—from doctors who were part of the scheme. The organizers of the scheme would then refer the recruit to a lawyer, who would sue the property owner or the owner's insurance company for damages. The proceeds from the lawsuits, which often settled, were then divided among the co-conspirators, with the recruits receiving relatively little.

110 F.4th 455, 468 (2d Cir. 2024).

249. Defendants have harnessed the New York state courts to commit fraud and rob Plaintiffs and others. This is precisely the concern that Congress expressed when it enacted RICO. "RICO's legislative history shows that Congress was nonetheless concerned about state courts

being used to further a violation of RICO and accordingly contemplated that state-court proceedings could be enjoined to 'prevent and restrain violations' of RICO." *State Farm v. Triborough N.Y. Med. Prac. P.C.*, 120 F.4th 59 (2d Cir. 2024).

250. Defendants, including Runner/Support Defendants, Medical Provider Defendants, other Legal Service Defendants, Funding Defendants and Esquire Bank each provided substantial assistance to Subin Firm, thereby aiding and abetting its conduct. This includes supplying claimants and submitting falsified documentation essential to executing the Fraud Scheme and securing inflated settlements and/or judgments. In return, Subin Firm steered claimants to certain HCPs, including Medical Provider Defendants, pursuant to a predetermined treatment protocol, initiated lawsuits and obtaining inflated settlements and/or judgments that were then used to purportedly satisfy claimants' medical liens and Funding Defendants' litigation loans, but which in fact were used to distribute proceeds of Fraud Scheme back to Defendants.

251. The proceeds from the settlement or judgments in the personal injury lawsuits were divided among Defendants to cover artificially inflated "costs" for unnecessary, excessive and/or unrelated "treatment" and surgeries, and pay back the high-interest loans issued by Funding Defendants, often leaving claimants with a minute fraction of the proceeds and a lifetime of pain and impairment from the "treatment" and surgeries they purportedly received in furtherance of the Fraud Scheme and at the direction of Legal Service Defendants.

252. In many ways, the distribution of proceeds to Defendants, and in particular to Runner/Support Defendants, mirrored a pyramid scheme—runners were paid for recruiting claimants who were then incentivized, including through promises of financial compensation, to recruit more claimants.

253. By representing claimants and pursuing settlements on their behalf, Subin Firm—acting through and in furtherance of the Enterprise and via underlying state court proceedings—earned a percentage of any resulting judgment or settlement as compensation. In addition, Subin Firm and its affiliates obtained further financial benefit through unnecessary TPLF loans, which was funneled through various shell companies. These arrangements ultimately returned funds to Subin Defendants and other participants in the Enterprise, to the specific and foreseeable detriment of claimants and general liability insurers, such as Plaintiffs.

254. The value of personal injury lawsuits are directly influenced by the extent and severity of the medical treatment claimed. By directing claimants to undergo unnecessary, excessive and unwarranted healthcare services, Defendants intentionally, fraudulently and unlawfully inflated the value of their personal injury claims. For those claimants alleging work-related accidents, Defendants intentionally, fraudulently and unlawfully inflated the value of their personal injury claims by directing claimants to undergo unnecessary, excessive and unwarranted healthcare services in connection with their WC claims, which, in turn, increased the WC liens placed on claimants' personal injury claims, thereby inflating the value of those claims. These inflated recoveries financially benefited Subin Firm and other participants in the Enterprise, thereby furthering and perpetuating the Fraud Scheme.

255. At all relevant times, and by virtue of the structure and operation of the Fraud Scheme, Defendants were fully aware of and in agreement with one another regarding the Fraud Scheme's illegal objective to defraud Plaintiffs and others. Defendants' coordinated conduct reflects their knowing agreement to participate in the Fraud Scheme and their desire for it to continue in perpetuity. As a result, this illegal conduct has become standard operating procedure of Defendants and the Enterprise.

256. The intended victims of the Fraud Scheme were the insurance carriers and other payors, such as Plaintiffs, who were required to pay claimants' personal injury settlements and awards.

257. At all relevant times, Defendants carried out the Fraud Scheme through the Enterprise, which was engaged in activities that affected interstate commerce, within the meaning of 18 U.S.C. § 1961(4). Subin Firm — acting through itself, and through its corporate alter ego and/or successor-in-interest entities — coordinated the Enterprise's overall operation, directed its individual components, and participated in the operation or management of the Enterprise.

258. The common, illegal purpose of the Enterprise was to defraud Plaintiffs and those similarly situated by coercing settlements, awards, and judgments on fraudulently induced Labor Law and personal injury lawsuits through protracted litigation, falsely escalating treatment, and threat of economic harm — including through the coordinated use of fraudulently induced workers' compensation claims to support and inflate the value of such lawsuits. In doing so, Defendants took full advantage of the legal duty to defend that insurers bear on behalf of their insureds, as well as good faith duties to protect insureds from excess judgments.

259. The Enterprise was an ongoing organization with a decision-making and operational structure that, while informal, was coordinated and functioning, including: (i) leadership, management, and pursuit of claims necessary to the Fraud Scheme by Subin Defendants (as to litigation and overall management of the Fraud Scheme, as well as managing the WC firms and the overall Fraud Scheme operations through the workers' compensation system); (ii) operators who executed day-to-day acts, including Subin Firm employees, as well as Medical Provider Defendants who purportedly treated claimants, but whose true purpose was to provide falsely substantiated clinical, diagnostic, and surgical treatment; and (iii) facilitators who

provided financial and logistical support, including Runner/Support Defendants and Funding Defendants. The Enterprise used established channels—email, phone, mail, bank wires, and corporate entities—to achieve its common purpose.

260. The Enterprise is distinct from any single Defendant named herein. Each Defendant is a separate legal/real person who conducted or participated in the conduct of the Enterprise's affairs, not merely Defendants' own affairs. Without each Defendant's contribution and participation in the Enterprise, Defendants could not have profited from the Fraud Scheme.

261. The Enterprise engaged in and its activities affected interstate commerce, including the use of interstate communications (e.g., mailings, and financial transactions across state lines) and transit to utilize out-of-state surgical centers, such as Mountain Surgery.

262. Each Defendant so charged in Counts I and III, *infra*, conducted or participated, directly or indirectly, in the conduct of the Enterprise's affairs by engaging in a pattern of racketeering activity, exercising decision-making authority, directing subordinates, and/or carrying out essential functions of the Enterprise ("Count I Defendants" and "Count III Defendants"). Each Defendant so charged in Count II, *infra*, agreed to participate in the Enterprise through a pattern of racketeering activity ("Count II Defendants").

263. From at least 2018 through the present and continuing, the Enterprise has engaged in a pattern of racketeering activity. During the period(s) of their respective participation in the Enterprise, each of the Count I Defendants and Count III Defendants personally committed (or caused to be committed) at least two predicate acts of racketeering activity within the past ten years, including but not limited to violations of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud), § 1952 (Travel Act violations), and § 1951 (Hobbs Act violations), specifically as pled *infra*. The

predicate acts were related (same participants, victims, methods, and purpose) and amounted to, or posed a threat of, continued criminal activity. *See* Exhibit "A" annexed hereto.

264. As alter egos of and/or successors-in-interest to Subin Firm, Subin 2.0 Defendants are liable for the racketeering acts committed by Subin Firm through the Enterprise alleged herein.

265. The pattern of racketeering activity described above and set forth in detail below reflects continuity in that:

a. the predicate acts occurred repeatedly over a substantial period of time–at least seven years and continuing and were not a single, isolated scheme (closed-ended); and/or

b. the Enterprise's regular way of doing business relied on the same unlawful methods and remains ongoing or, at minimum, poses a specific threat of repetition at the time of this filing (open-ended).

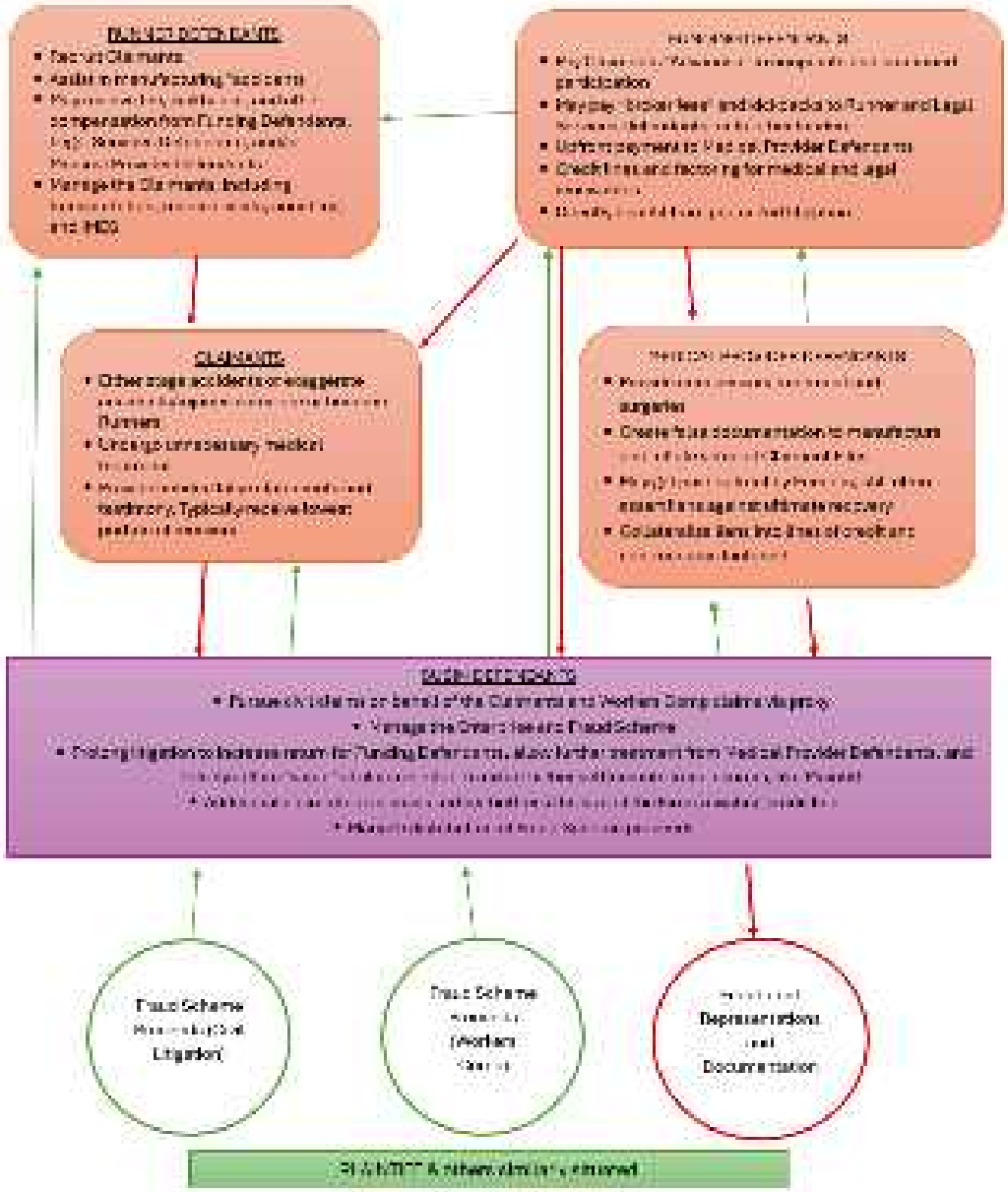
266. Each Defendant's particular role in and contribution to the Enterprise was necessary and dependent on other Defendants' performance of their respective roles and contributions.

267. The Enterprise is generally depicted in Figure 1, below, with red arrows signifying each Defendant's participation in the Fraud Scheme and the green arrows signifying the receipt and distribution of Fraud Scheme proceeds.

268. The members of the Enterprise are and have been joined in a common purpose–to conduct, operate, maintain, and profit from the Fraud Scheme *via* prosecuting fraudulent claims and personal injury lawsuits arising out of staged worksite and/or trip-and-fall injuries, and/or illicit, undisclosed referral relationships, and were supported by fraudulent legal filings and medical documentation of either unnecessary, unjustified medical treatments and/or outright

medical record fabrications, all of which was for the purpose of defrauding Plaintiffs and others similarly situated.

Figure 1.



269. Defendants operated as a continuing unit, over a substantial period of time, with each member fulfilling a specific and necessary role to carry out and facilitate its common purpose—to defraud insurers, including Plaintiffs and others through fraudulent workers' compensation claims and Labor Law and trip-and-fall lawsuits.

270. As a necessary step and in furtherance of the Fraud Scheme, Lupi, including through one or more Lupi Alter Ego Entities, has spent more than a decade generating and securing the continued cooperation of claimants who are willing to have fraudulent WC claims, and personal injury lawsuits filed and prosecuted on their behalf, including, primarily by Subin Firm.

271. Lupi recruited claimants into staging and/or perpetuating accidents; facilitated and secured their retainer of Subin Firm and other known and unknown law firms affiliated with the Enterprise, including Park Defendants, often contemporaneous with saddling such claimants with TPLF loan "advances" with usurious interest rates, including TPLF loans issued by Lupi Alter Ego Entities (companies that he owned and controlled), in exchange for purported "broker" fees; coordinated, monitored, managed and, on information and belief, in at least some instances directed, the administration of unnecessary and excessive medical treatment for claimants, and guaranteed payment for such services; provided, received, and facilitated illegal kickbacks and bribes; engaged in money laundering and unauthorized money transmissions; and reinvested proceeds from the Fraud Scheme to expand and sustain the ongoing operations of the Enterprise.

272. Subin Defendants and Park Defendants routinely agreed to represent claimants referred to them by one or more Lupi Defendants, despite multiple indicia of fraud, including claimants who were closely associated and/or related to each other and/or with similar trip-and-fall or other personal injury claims.[12]

273. Lupi was not an unknown operator to the Enterprise or its members. Rather, Lupi literally had a "seat at the table" with Subin Firm, attending initial client intake and/or other meetings with claimants and one or more Subin Defendants.

[12] *See, e.g.*, *Taveras v. Tuck-It-Away Associates, L.P.*, Index No. 159848/2022, Doc Nos. 28, 41 (N.Y. Cnty. Sup. Ct.) (discussing two mother and daughter claimants represented by Subin Firm alleging similar injuries in connection with unwitnessed, unreported trip-and-falls occurring 20 days apart); *Exo Industries, supra*, Doc No. 2 at ¶¶ 73-115.

274. In 2012, Subin Firm undertook representation of a claimant (Toribio De Jesus ("De Jesus")) who, after retaining legitimate counsel, submitted an affidavit in connection with a summary judgment motion, in which he swore he was brought to Subin Firm by a person he knew as "Jorge" (i.e., Lupi), who told De Jesus that he "received several thousand dollars from Subin for bringing them the case, which he promised to share but never did," and that De Jesus met with H. Subin and E. Subin, who informed him that in order to accept his case, he would have to sign a separate agreement that called for him to pay $100,000 out of any money received from his case.

275. De Jesus further swore that "Subin's office introduced [him] to a legal funding company," that he "signed numerous agreements, first with one company and then with another," and that he "was told by Subin that they needed me [sic] sign agreements to take out money to pay for things in connection with my case, although they never told me exactly what the money was for," and that he "didn't know or really consider that [he] was borrowing the money at such a high interest rate because Subin always assured [him] that [his] case was worth at least $4 million dollars." "I never expected though that I would end up owing over $5 million dollars to the companies." *DeJesus v. J & A Wine Liquor Corp. et al.*, Index No. 301460/2013E, Doc. No. 6 (Bronx Cnty. Sup. Ct., Aug, 26, 2021). De Jesus further averred that records showed that payments were made by TPLF companies to people and businesses he had never heard of or received treatment from, including "$30,000.00 was paid at Subin [Firm]'s direction to PSC Liaison Services, LLC, for Physical Therapy and Pain Management as needed for 1 year. I have never heard of PSC Liaison Services, LLC, and I never received physical therapy or pain management from them "as needed" for 1 year. Certainly, if I had known that I had unlimited physical therapy and pain management for 1 year, I would have used it every day. I also learned that $25,000 was paid to Defendant Tri-State. Again, I have never heard of this service, and I have never received

any medical treatment from it." *Id.* After he retained legitimate counsel, De Jesus "was contacted by Subin [Firm]'s office and promised money if [he] agreed to return," which he agreed to because he was "desperate for money. However, after [he] signed a new agreement with Subin [Firm], they refused to give [him] any money," so he returned to legitimate counsel.

276. Subin did not oppose De Jesus's motion but instead waived their fees and walked away from the case.

277. 22 NYCRR 1200 Rule 1.8(e) and 1.8(i) mandate that "a lawyer shall not advance or guarantee financial assistance to the client," as well as "[a] lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client," respectively.

278. De Jesus was not the only Subin Firm claimant who had tens of thousands of dollars in fraudulently represented and/or undisclosed payments to PSC Liaison and Tri-State, which, on information and belief, were illicit compensation for claimant referrals. *See Union v. Subin, supra*, ECF No. 110 at § 134.

279. Claimant B (as defined herein), who retained Subin Firm three days after her "accident," testified that she first met Lupi at her initial intake meeting at Subin Firm, and that her "friend" Claimant C, had facilitated or arranged the meeting, as demonstrated below:

insurance, it says "insurer: Subin & Associates, Jorge Lupi." Who is Jorge Lupi?

A. He was in the meeting with Subin.

Q. Were you at that meeting?

A. Yes, sir.

Q. Why was Jorge Lupi there?

A. I don't know.

Q. What did you tell them?

A. That I had an accident.

Q. Who called this meeting?

A. My friend Sixto had spoke with, I don't know who, and they gave me an appointment.

Q. Was this the first time that you met with Subin?

A. Yes, sir.

280. Claimant B testified that Claimant C told her before her initial meeting with Subin Firm that she would be meeting Lupi there as well:

Q. Did Sixto Delgado ever talk to you about Jorge Lupi?

A. He talked to me about the meeting. He said that we were going to meet in the meeting. I was going to meet him there.

281. Claimant B further testified that she continued to communicate with Lupi after that meeting, and that Lupi told her that, if her case was accepted, he would guarantee medical payments for her treatment. Shortly thereafter, Claimant B entered into multiple TPLF loans, including with Amedico Legal, on information and belief, in order to receive cash advances that

were offered as incentives for her to undergo unnecessary and unwarranted treatment and surgeries, performed pursuant to a predetermined treatment protocol and in furtherance of the Fraud Scheme's objective of inflating the value of her underlying claim.

282. Claimant A (as defined herein) was also referred to Subin Firm by "Jorge," who on information and belief, was Lupi, and thereafter, did not meet with anyone at Subin Firm other than "Jorge."

283. Mountain Surgery's records discussed herein further identify Claimants A, B and G (as defined herein) as having been referred by Lupi.

284. Lupi directed and operated the affairs of the Enterprise through subordinates, including, on information and belief, Claimant C, an uber/delivery driver, who is connected to several other claimants represented by Subin Firm, including claimants B and G (as defined herein).

285. For example, Claimant C was identified as a "witness" in Subin Firm's discovery response for another trip-and-fall claimant, also at issue herein, Jayson Aristizabal-Rodas ("Rodas"). After another firm substituted in as Rodas's counsel in April 2024, Claimant C was removed as a purported "witness."

286. Rodas also has or had multiple "friends" on Facebook with trip-and-fall and other personal injury lawsuits, including at least five "friends" who were represented by Subin Firm.

287. Lupi also engaged in the aforementioned conduct through various corporate entities and shell companies, including JD Services, Amedico, Amedico Funding, as well as entities that were nominally owned by others, but over which Lupi exercised de facto ownership and control, including MKS (collectively, hereinafter referred to as the "Lupi Alter Ego Entities").

288. On information and belief, MKS is nominally owned by Lupi's girlfriend, Marysela Salinas, who was a plaintiff in a trip-and-fall lawsuit filed in Queens County Supreme Court under Index No. 704784/2018 in which she was first represented by Park Firm before her case was transferred to the Subin Firm. MKS was incorporated on August 30, 2019, just sixteen days after Lupi filed for divorce.

289. On information and belief, JD Services was initially formed with Lupi's now ex-wife and is one of the top two "brokers" responsible for "developing" a book of TPLF loans worth over $22 million through EFA, for which JD Services' purported "broker" fees were in excess of $2 million, which were paid to Lupi, with many of the claimants that entered into such loans arrangements being steered to Subin Firm.

290. This book of advances ultimately became the subject of litigation between EFA and Cherokee (the purchaser of the receivables) based in part on EFA selling Cherokee "millions of dollars-worth of receivables where the collectability and validity is in doubt because the underlying claims are, on information and belief, tainted by fraud" and Subin Firm's motions to voluntarily withdraw from many of those cases that were brought to Subin Firm through Lupi, as alleged below:

> 84. Subin Associates, LLP, a New York based law firm that was representing many of the claimants in connection with Sold Receivables, has filed motions to involuntarily withdraw from many of the cases underlying the Sold Receivables, upon information and belief, over concerns that that certain claims that were brought to it by a runner for the firm, Jorge Lupi, may be fraudulent.
>
> 85. Upon information and belief, EFA paid nearly two million dollars in broker fees to Mr. Lupi in connection with the Sold Receivables.

291. In addition to facilitating "origination"-level TPLF loan advances, at the behest of one or more Subin Defendants, Lupi directed claimants to certain HCPs funded by these advances

for unnecessary and excessive healthcare treatment and services, thereby inflating claim costs, including one or more Medical Provider Defendants. Through Lupi Alter Ego Entities, Lupi then induced claimants, who often did not speak any English, to repeatedly "refinance" these advances *via* agreements that were entirely in English, reaping ever-larger "broker" and/or other fees. How this played out is both foreseeable and intentional.

292. For example, Claimant B testified that she did not know how many TPLF loans she had in connection with her trip-and-fall lawsuit and could not recall how much money she was lent in advances (including whether it was more than $50,000 or $500,000) or signing any TPLF loan with Cartiga. According to court filings, Claimant B had at least three TPLF loans, including with Cartiga.

293. In litigation commenced against Cartiga by one of its former employees, Kristopher Hassett ("Hassett") alleged, inter alia: Cartiga's "representations would encourage claimants to undergo medical procedures in return for increased personal funding in order to maximize the potential value of their claim"; "during [his] assessment, he discovered that Cartiga was "funding and further supporting [] fraudulent claims"; one partner firm (on information and belief, Subin Firm) "appeared to be all fraudulent"; "approximately $5,500,000.00 were funded against standard underwriting policy"; and "an individual named 'Jorge' [i.e., Lupi] was 'creating cases.'"

294. In a recorded phone call, the transcript of which was appended to Kristopher Hassett's petition, concerns were raised about the involvement of Subin Firm (identified therein as "Sube") in widespread fraud. The conversation focused on the Fraud Scheme, the exploitation of vulnerable individuals, and the belief that such individuals were ill-equipped to deal with figures like Lupi (identified therein as "Jorge Lupe"), who "gets cases funded" and "gets lawyers." *Hassett v. Cartiga, LLC*, Index No. 151064/2024, Doc. No. 4 (N.Y. Cnty. Sup. Ct., Feb. 2, 2024).

295. During this conversation, an attorney expressed concern about reputational harm and stated a desire to avoid association with "Sube" (on information and belief, Subin Firm). It was also noted that Lupi was jeopardizing the operation with too many fraudulent claims.

296. In furtherance of and in conducting the affairs of the Enterprise, Lupi (and, on information and belief, one or more other Runner/Support Defendants and one or more Legal Service Defendants) repeatedly engaged in violations of New York State Penal Law §§ 215.00 (Bribery of a Witness), which is a Class D Felony under New York law, punishable by imprisonment for more than a year, and each such violation was a predicate act under 18 U.S.C. § 1961(1)(A) and unlawful activity as defined under 18 U.S.C. § 1952.

297. Lupi, along with other Defendants and members of the Enterprise, in conducting the affairs of and for the benefit of said Enterprise, offered, conferred, or agreed to confer "things of value" to HCPs, including Medical Provider Defendants, and claimants, in exchange for false and/or misleading statements and testimony, and to induce claimants to undergo predetermined treatment, including surgeries and procedures, including in New Jersey, that were then used by Subin Defendants and/or Park Defendants to fraudulently inflate the settlement and/or judgment value of claimants' personal injury lawsuits. These inducements included TPLF loan advances, current and future referrals, guarantees of payment for medical treatment, and promises of inflated settlements for claimants. Both groups—medical providers and claimants—are essential witnesses in the underlying legal proceedings, and these inducements were made with the understanding that such witnesses' testimony would be improperly influenced.

298. Indeed, the suspicious circumstances surrounding the surgical referrals discussed herein create the plausible inference of a bribery-and-kickback scheme. The consistent pattern of conduct, relationships among the parties, and financial arrangements collectively support the

conclusion that improper inducements were systematically used to facilitate and sustain the Fraud Scheme and keep the machinery of the Enterprise operating.

299. For example, Mountain Surgery is located in New Jersey and majority owned by Katzman who resides in Florida. With the intent to promote, carry on, or otherwise facilitate the specified unlawful activity as described herein, Lupi and/or one or more other Runner/Support Defendants, who were located in New York, arranged and coordinated treatment with Advanced Ortho Defendants, for claimants to travel to Mountain Surgery. Thereafter, Lupi and/or one or more other Runner/Support Defendants in fact so promoted, carried on, or otherwise facilitated such specified unlawful activity. Each arranged interstate surgery and procedure was therefore a violation of 18 U.S.C. § 1952 (the "Travel Act").

300. The Subin Firm, also New York-based, coordinated travel for New York-based claimants to receive unnecessary medical treatments outside the State of New York with the intent to promote, carry on, or otherwise facilitate such specified unlawful activity as described herein. In doing so, Subin Firm necessarily made use of the wires, mail, or otherwise used facilities in interstate commerce, and thereafter in fact so promoted, carried on, or otherwise facilitate such specified unlawful activity. Each arranged instance of medical travel, particularly the interstate surgeries, was therefore violations of the Travel Act.

301. H. Subin, E. Subin, and Lupi have each used the income derived, directly or indirectly, from their patterns of racketeering activity and have used or invested at least part of such proceeds, directly or indirectly, in the establishment or operation of Enterprise, which is engaged in, or the activities of which affect, interstate or foreign commerce, including, on information and belief, through the formation of the following entities: Subin, LLP, Eric Subin, PLLC, Cerchione LLP and Amedico Funding.

302. Likewise, on information and belief, all or part of Villamar Defendants, Subin Defendants and Lupi's ill-gotten gains from the Enterprise were reinvested into Villamar Law and Mewafy Law, Subin, LLP, Eric Subin, PLLC and Cerchione LLP, Lupi Alter Ego Entities and/or other presently unknown entities.

303. The purpose of the reinvestment of the Fraud Scheme proceeds, on information and belief, is five-fold: (a) to convey corporate assets before Defendants have a massive, trebled damages, judgment entered against them and/or are subject to pre- or post-judgment asset seizures or restraints (in possible violation of New York's Uniform Voidable Transactions Act); (b) to invest or reinvest Defendants' income from the racketeering activity derived from the Enterprise; (c) fresh corporate books; (d) to perpetuate the Enterprise; and/or (e) to conceal Defendants' involvement in the Fraud Scheme.

304. Moreover, E. Subin's appearances under the newly formed Subin, LLP (and any appearances by Subin Firm's former attorneys under the newly formed Cerchione LLP) in personal injury lawsuits, including those involving out-of-state treatment, required filings transmitted over the wires, acts with an impact on interstate commerce.

305. Amedico Funding, which Lupi advertises as operating in at least five states, on its face implicates interstate commerce, and, on information and belief, at all relevant times, Amedico Funding's purpose was to perpetuate and expand the Enterprise via the recruitment of claimants from multiple states. Thus, Plaintiffs have suffered a redressable "investment injury."

i. **Runner/Support Defendants**

306. The Runner/Support Defendants, including Lupi and those acting under Lupi's direction and control, collectively operated in furtherance of and actively participated in the Fraud

Scheme by recruiting and/or facilitating the recruitment and continued cooperation of claimants for their financial benefit.

307. Runner/Support Defendants engaged in numerous acts in furtherance of and as a necessary step for the execution of the Fraud Scheme, including: (a) referring and/or transporting claimants to Legal Service Defendants so that claimants could retain Legal Service Defendants; (b) directing claimants' medical treatment from Medical Provider Defendants pursuant to a predetermined treatment protocol designed to maximize the value of the claim; (c) promising to pay and/or paying claimants cash advances to induce their cooperation in the Fraud Scheme; (d) directing claimants to obtain high-interest TPLF loans, including from Funding Defendants and, in many instances, to repeatedly refinance those loans; (e) directing, authorizing, coordinating and controlling the prosecution of claimants' general liability and related workers' compensation claims; and/or (f) facilitating any of the above acts, including, on information and belief, by serving as intermediaries and/or conduits through which one or more Subin Defendants, including Subin Firm, made illicit, undisclosed payments, including for claimant referrals, to other Runner/Support Defendants.

308. On information and belief, Runner/Support Defendants benefited from the Fraud Scheme through concealed, illicit payments from one or more Legal Service Defendants for referrals and/or portions of legal fees recovered from referred cases, in violation of New York Judiciary Law §§ 479, 482 and 491, and the New York Rules of Professional Conduct. Publicly filed Sahiwal NY checks (discussed further herein) demonstrate this illicit arrangement.

309. On information and belief, to conceal these illicit arrangements, payments were routed through shell entities, straw persons and other intermediaries, including purported TPLF companies created by one or more Runner/Support Defendants, including employees of Subin

Firm, such as WS Advances and Amedico Funding, and/or disguised employment relationships, and structured compensation to obscure its true nature, including by disguising payments as broker, origination or other TPLF-related fees or as legal support fees (such as for transportation, translation or medical liaisons), including at the direction of one or more Subin Defendants. This conduct violates New York Judiciary Law §§ 479 and 482, which prohibit attorneys from employing or compensating any person — regardless of how the relationship is classified — to solicit legal business on their behalf, relevant provisions of the New York Rules of Professional Conduct, 18 U.S.C. § 1956(a)(1)(B)(i) (Concealment Money Laundering) and/or 1957 (Monetary Transactions Derived from Unlawful Activity), with each such 18 U.S.C. violation constituting a predicate act under 18 U.S.C. § 1961(1)(B). The number of these occurrences are exclusively within the knowledge of Defendants and unable to be ascertained by Plaintiffs without discovery.

310. Every claim procured through these illicit solicitation arrangements was tainted and void from its inception.

311. The existence and operational structure of the referral arrangements concealed by the Enterprise is not merely inferred from circumstance. As discussed in more detail herein, the pattern of payments reflected in Sahiwal NY's publicly filed checks demonstrates that Sahiwal NY was used as an intermediary and/or conduit to conceal illicit compensation tied to the procurement, steering and/or maintenance of claimant files, including through the guise of TPLF arrangements (e.g., WS Advances), and J. Hernandez's blanket Fifth Amendment invocation in response to even basic questions supports the inference that truthful answers would have confirmed J. Hernandez and WS Advances' roles in the illicit referral-payment scheme alleged herein.

312. The illicit referral arrangements alleged herein are not isolated to Plaintiffs' case. On information and belief, Legal Service Defendants and their associated Enterprise members

have engaged in substantially identical conduct across a pattern of personal injury cases in this district and elsewhere. Specifically, (i) several of the Runner/Support Defendants identified herein have been identified in connection with other claimants whose cases were handled by the same Legal Service Defendants under materially identical intake and referral circumstances; and (ii) the false referral source documentation, reflecting not inadvertent error but a deliberate and recurring operational methodology. This cross-case pattern constitutes both independent evidence of the Enterprise's existence and further grounds for the information and belief allegations set forth with respect to individual Enterprise members herein.

313. Acting under the control and direction of one or more Subin Defendants, and in coordination with other members of the Enterprise, Runner/Support Defendants recruited claimants to stage and/or perpetuate fake accidents at various sites throughout the State of New York and/or to pursue claims after accidents with minor injuries or no injury.

314. Runner/Support Defendants then "referred" and/or transported these claimants to Subin Firm, where Subin Defendants and/or others acting under their direction and control, including one or more Runner/Support Defendants, met with these claimants.

315. Regardless of whether any actual injuries occurred, claimants were directed by Runner/Support Defendants—acting under the guidance and coordination of Subin Defendants and other members of the Enterprise—to fabricate and/or exaggerate specific bodily injuries allegedly sustained as a result of their "accidents," including nearly always a neck and/or back injury, and to seek corresponding medical treatment, pursuant to a predetermined treatment protocol.

316. In coordination and agreement with Subin Firm, Runner/Support Defendants coordinated, induced and, in many instances, required claimants to enter into TPLF loans,

including with one or more Funding Defendants and/or Runner/Support Defendants, by offering cash advances with exorbitantly high interest rates (e.g., in excess of 40% per annum) to financially strapped claimants.

317. As part of the Fraud Scheme, claimants were instructed by one or more Runner/Support Defendants and/or Legal Service Defendants to fabricate or misrepresent the circumstances of their accidents and injuries, and to undergo medical treatments that were predetermined, unnecessary, excessive, unwarranted, not causally related to their purported accidents, and designed to maximize the settlement value of their claim.

318. In furtherance of the Fraud Scheme and to legitimize their purported accidents, many claimants were also assisted by one or more Legal Service Defendants, Runner/Support Defendants and/or others acting at their direction, in obtaining fraudulent work authorization credentials and/or identification cards.

319. On information and belief, to conceal the Fraud Scheme and referrals of fraudulent claims by Runner/Support Defendants to Subin Firm, one or more Subin Defendants directed that claimants who Runner/Support Defendants brought in would, in some instances, be "referred" by or to other complicit law firms, including but not limited to Park Firm.

320. In some instances, despite retaining Subin Firm in connection with their claims, claimants never had any discussions with any attorneys at Subin Firm and, instead, communicated only with one or more Runner/Support Defendants regarding their lawsuits. *See, e.g.*, Claimant A discussed infra.

321. On information and belief, at the initial intake meetings, claimants were routinely directed to pre-sign various blank or partially completed forms, including but not limited to, powers of attorney, which were later completed and notarized outside of claimants' presence by

DeLeon and others acting under the direction and supervision of Subin Defendants, implicating New York Executive Law § 135, the New York Rules of Professional Conduct and HIPAA laws. These powers of attorney, which were likely invalid, were then routinely submitted by Subin Defendants via mail or wires to Plaintiffs, Plaintiffs' insured and/or Plaintiffs' counsel in connection with claimants' underlying claims.

322. In at least two instances, powers of attorney were notarized and dated before two claimants' (claimant Edgardo Huaman Sosa ("Sosa") and Claimant G, discussed infra) purported accidents occurred, demonstrative of Subin Defendants' retention of claimants before their accidents had even occurred and involvement in staging accidents and/or routine practice of having powers of attorney notarized outside of claimants' presence. For one of those claimants, a TPLF loan, signed by Baum, contained metadata revealing that the document was created by scanning the document 11 days prior to the purported accident. That claimant further listed the phone number for another Subin claimant (Blanca Alvarado), with a shared address tied to eight other Subin Firm claimants as her emergency contact on hospital records.[13]

323. In furtherance of the Fraud Scheme, Subin Firm provided Lupi and/or others acting under Lupi's direction with access to physical offices at Subin Firm's offices from which they operated.

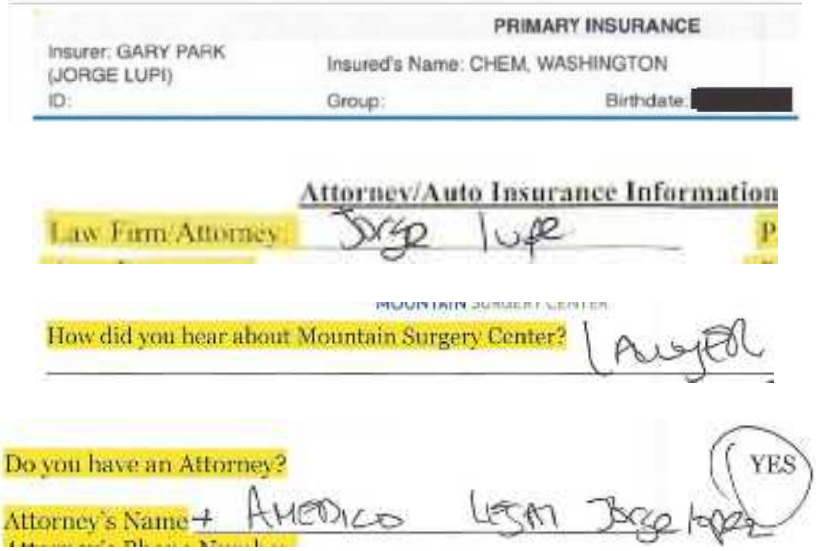
324. In October of 2023, Lupi posted a video of himself within Subin Firm's offices on Amedico Funding's Instagram page stating in Spanish: "Welcome to our offices at Amedico Legal" and requesting "if you have an accident call us…."

[13] *See Union v. Subin, supra.*

325. In furtherance of the Fraud Scheme, Lupi also nominally worked for Park Firm, where he had access to their physical offices, and Lupi and Amedico Legal's office manager, Paulina Hurtado ("Hurtado"), maintained Park Firm email addresses. *See Union v. Subin, supra.*

326. Over the course of several years, in coordination with Park Defendants and Subin Defendants, Lupi repeatedly and unabatedly held himself out as an attorney, including for Park Firm and Subin Firm, in the context of managing claimants' personal injury claims and lawsuits including but not limited to their medical care, as evidenced in court filings in Claimant C's trip-and-fall lawsuit and in other RICO lawsuits against Subin Firm, thus raising serious ethical and legal concerns considering that Lupi is not a licensed attorney.

327. For example, in records produced by Mountain Surgery, several claimants identified Lupi as their attorney and, in some instances, listed Amedico Funding as the apparent name of the law firm, on forms that they filled out. Below is a portion of one such form, filled out by claimant, Washington Cheme Loor ("Cheme"), also at issue herein, who was represented by Subin Firm in connection with a purported trip-and-fall on April 11, 2022 in Brooklyn, New York:



328. Similar to other claimants discussed herein, Cheme resided with and/or was closely associated with at least another Subin claimant, Rosana Buestan-Arteaga, who was represented by

Subin Firm in connection with a purported standing-height trip-and-fall on July 29, 2022 (approximately three months after Cheme's purported accident), and whom Cheme listed as her emergency contact on Mountain Surgery's medical records.

329. Listing Lupi, a non-lawyer, as the attorney of record in handwritten documentation on multiple surgical records for multiple claimants is not merely an anomaly; rather, it suggests misconduct and intentional misrepresentation that undermines the integrity of the legal and medical professions, in likely violation of their respective professional conduct rules and state law.

330. In addition to Lupi, according to public court filings, another non-attorney, L. Hernandez, was also provided with an email address at Subin Firm while simultaneously working for one of Subin Firm's complicit WC Firms, Nappa Monterosso. L. Hernandez is not the only Subin Firm employee who simultaneously worked for Nappa Monterosso. Other Subin Firm employees list former/concurrent employment with Nappa Monterosso on their public LinkedIn pages, including a legal assistant who formerly worked at Subin Firm and was subsequently hired by Cerchione, LLP, who described his legal experience at Subin Firm as follows on his public LinkedIn page: "I'm working as a Legal Assistant in a Law Firm called Subin Associates. I work in the Workers Compensation department for a sub company named Nappa, Monterosso and Poznansky."

331. On information and belief, one or more Subin Defendants held L. Hernandez out as an attorney of Subin Firm and/or Nappa Monterosso (and/or permitted her to do the same) to HCPs and claimants, including at least four Subin Firm claimants who identified her as their attorney in publicly filed deposition transcripts, notwithstanding that L. Hernandez was not an attorney and was not authorized to represent claimants in connection with their workers' compensation claims.

332. In November of 2022, according to an online news publication, Subin Firm held an "informational and outreach for construction workers," led by then Subin-firm employees L. Hernandez and Fernando Ramos, which included participation from students of a purported OSHA training company, at which Subin Firm provided "raffles" and "gifts" to attendees.

333. In another online news publication from August of 2023 regarding the grand opening of Subin Firm's 16th-floor office, L. Hernandez was identified along with Fernando Ramos, as the heads of Subin Firm's new civil litigation and workers' compensation departments to be housed on the 16th Floor. L. Hernandez was also identified as introducing senior staff, led by H. Subin and E. Subin, at the event. Fernando Ramos, a paralegal for Subin Firm at the time, was not licensed to practice law until November of 2023. Fernando Ramos is now an attorney at Cerchione LLP. *See* cerchionehurowitz.law/attorneys (last visited July 13, 2026).

334. Former-Subin Firm "manager," J. Hernandez, who first joined Subin Firm in or around 1992, was the on-paper owner and/or operator for multiple companies operating from the Room 1400 of Subin Firm's offices, including WS Advances, Hernandez Associates and Justicia Inc. (not named as a defendant herein), the latter of which was incorporated in June of 2023, shortly before the opening of Subin Firm's 16th floor offices and days before the formation of Amedico Funding). In April of 2024, shortly after Subin Firm began its mass withdrawal from personal injury lawsuits, Amedico/Lupi announced an extensive recruitment effort for "TEAM JUSTICIA." *See id.*

335. In *Gemstone,* a lawsuit brought by another insurer for a declaration that it was not obligated to pay a $6 million dollar judgment had no duty to defend and indemnify its insured in connection with an underlying personal injury Labor Law lawsuit brought by a Subin Firm claimant (Luis Manuel Garcia Salcedo ("Salcedo")), J. Hernandez evaded 15 separate attempts at

three different addresses to serve subpoenas on him. *Gemstone*, *supra*, ECF No. 318-1 (S.D.N.Y., June 12, 2026).

336. Similar to the exemplar claimants discussed herein, Salcedo purportedly treated with one or more Medical Provider Defendants, including McCulloch Ortho Defendants, Kolb Defendants, and Gerling Institute Defendants. *See Gemstone*, *supra*, ECF No. 133.

337. After months of evading service of the plaintiffs' subpoenas, necessitating extensive motion practice, J. Hernandez appeared at a deposition in that action on June 4, 2026. During the deposition, J. Hernandez "only answered seven introductory questions regarding where he grew up, his schooling experience, and where he currently resides, before he improperly invoked his Fifth Amendment privilege in response to virtually every question." *Gemstone*, *supra*, ECF No. 318-1.

338. Among other things, J. Hernandez refused to answer whether he knew H. Subin or Cibbarelli, had ever been employed by Subin Firm, and whether he was affiliated with the various companies operating from Room 1400 of Subin Firm's offices, including WS Advances, notwithstanding that J. Hernandez had a nearly three-decade relationship with Subin Firm, H. Subin and Cibbarelli, and was the CEO/president of record for those companies.

339. On information and belief, in addition to holding out (and/or permitting Lupi and L. Hernandez to hold themselves out) as attorneys for Subin Firm, one or more Subin Defendants also held out another non-attorney, Chaudhry (and/or permitted him to hold himself out as) an attorney of Subin Firm.

340. Cibbarelli recently testified that both Lupi and Chaudhry were "referral source[s]" for Subin Firm, and that Chaudhry referred "dozens" of clients to Subin Firm, and would visit

Subin Firm's offices a couple of times each week, and had been to Subin Firm's offices since they closed on January 1, 2026.

341. Cibbarelli confirmed that she also referred cases to Subin Firm. Cibbarelli denied knowing of Chaudhry's company, Sahiwal NJ, which shared the same name as the company she formed in New York, but acknowledged that Chaudhry suggested the name for her company. *Gemstone*, *supra*, ECF No. 274-1. The court in *Gemstone*, *supra*, recently granted the plaintiff-insurer's motion to reopen Cibbarelli's deposition.

342. All Boro's Managing Director from 2016 through the end of 2025, Weissbluth provided a sworn declaration, publicly filed in *New York Marine*, *supra*, Doc. No. 27, in which he averred that he "became personally acquainted with Chaudhry, who [he] was informed by Herb Subin was someone who bring[s] in cases, who were referred to as 'Tanvir's clients.'" "At various times, Tanvir Chaudhry would reach out by phone call or text message to inquire on the status of Tanvir's clients. Chaudhry would also reach out to request scheduling priority for his clients."

343. Chaudhry, who like Lupi is/was also an alleged runner and TPLF broker/issuer for Subin Firm claimants, is/was the owner of several companies, including Sahiwal NJ, Top Law Capital Inc. ("Top Law"), the latter of which corresponded with Subin Firm's marketing materials and was located next door to Subin Firm. Specifically, beginning in or around the summer of 2023 through 2025, Subin Firm's website listed a Top Law phone number, alongside the phone number for Subin Firm, for clients to call to speak with an attorney:

Subin.com (per Wayback Web Archive).

344. Advertisements for Subin Firm placed in a Spanish newspaper in or around that time list a 347-phone number tied to L. Hernandez next to a WhatsApp image, as well as the Top Law phone number:

345. Chaudhry is closely associated with Magnus, the owner of several "Best Case" TPLF companies and medical billing software companies, including MedTRX, who also co-owns a patent on software for tracking medical bills with H. Subin. *See Union v. Subin, supra*. Magnus, whose relationship with H. Subin goes back approximately 20 years, was central to the Fraud Scheme described herein, including the establishment of All Boro as a gatekeeper clinic. *See Gemstone, supra*, ECF No. 274-6.

346. Magnus testified that he has known Chaudhry, whom he described as a "business acquaintance," since at least 2013 and that both Chaudhry and Lupi referred personal injury claims to Magnus's "Best Case" companies for TPLF funding. *See Gemstone*, *supra*, ECF No. 274-6.

347. Similar to J. Hernandez, Chaudhry evaded service of the plaintiffs' subpoenas in *Gemstone, supra,* necessitating extensive motion practice to compel his appearance at a deposition,

which, on information and belief, occurred in or around the end of June of 2026 and is presently subject to a confidentiality order.[14] *See Gemstone, supra*, ECF Nos. 222, 324.

348. In *Gemstone*, *supra*, the plaintiff-insurer submitted evidence that Chaudhry was the "runner" who brought the subject claimant to Subin Firm, who then entered into a TPLF loan that same day with a "Best Case" funding company (not named as a defendant herein, but named as a defendant in other pending RICO lawsuits. *See Union v. Subin, supra.* Evidence produced in that action showed that approximately two months later, Chaudhry received $15,000 through Tri-State from the TPLF company which, on information and belief, was a concealed illicit payment for a referral to Subin Firm in violation of the New York Rules of Professional Conduct and/or New York Judiciary Law. *See Gemstone, supra*, ECF Nos. 222, 223-2, 223-7.

349. In addition to Sahiwal NJ, an entity with the same name incorporated in New York (hereinafter "Sahiwal NY"), is/was registered to the address of Cibbarelli. Sahiwal NY has no physical locations or online presence.

350. On information and belief, though Cibbarelli attempted to distance herself from Sahiwal NY by having it incorporated by her husband, Nicholas Cibbarelli, at all relevant times Sahiwal NY was owned and controlled by Cibbarelli to further the Fraud Scheme.

351. According to public court filings in *Gemstone, supra*, Cibbarelli testified that Sahiwal NY provides "construction-related consulting services" and initially denied that it made money from litigation funding but later corrected that statement and noted that Sahiwal NY "became a passive investor" in WS Advances. *See Gemstone*, *supra*, ECF No. 294.

[14] Plaintiffs intend to submit the publicly filed transcript of the deposition of Chaudhry to the Court by way of request for judicial notice once it, or the portions thereof not subject to continued confidentiality protection, becomes part of the public record.

352. Copies of a portion of the checks issued by Sahiwal NY between 2018 and 2025, publicly filed in June of 2026 in *Gemstone*, *supra*, demonstrate that, during that time, Sahiwal NY issued over 75 checks to WS Advances, totaling more than $182,000, in denominations ranging from $333.33 to $16,666.66, all of which appear to be signed by Cibbarelli. *See Gemstone*, *supra*, ECF No. 318-4.

353. The pattern of payments reflected in Sahiwal NY's publicly filed checks, during the relevant time period alleged herein, demonstrates that Sahiwal NY was used as an intermediary and/or conduit to conceal illicit compensation tied to the procurement, steering, and/or maintenance of claimant files, including through the guise of TPLF arrangements (specifically through WS Advances), in violation of Rules 5.4 and 7.2 of the New York Rules of Professional Conduct, and New York Judiciary Law §§ 479, 482 and/or 491.

354. All of the checks issued to WS Advances were issued in round dollar amounts (ranging from $400 to $40,000) and/or denominations representing one-third or two-thirds of larger round-dollar amounts (e.g., $3,33.33), list partial or complete names and/or "JJE" aliases (ranging from JJE25 to JJE111) of various Subin Firm claimants or known runners in the memo lines, and, in some instances, list Subin Firm's own internal claimant file numbers. For example, to date, Plaintiffs have identified five Subin Firm claimants referenced on the checks, including claimants Ramos (discussed supra), Nelson Lopez (Index. No. 81351/2022E, Subin Firm's file no. 31279 written on the checks and Subin Firm's publicly filed complaint in that action), and known runner, Arnulfo Serrano, discussed *infra*. Without discovery, it is impossible to ascertain the true identities of the claimants/runners that the vast majority of these checks pertain to.

355. Sahiwal NY's publicly filed checks also reveal a check for $4,000 from Sahiwal NY to Jacynda Santiago, dated November 24, 2018, who worked at Subin Firm as an accounting

assistant and/or receptionist/records clerk, and issued six checks (each for $2,000) between March and November of 2023, which appear to contain partial names/aliases of Subin Firm claimants/runners in the memo lines, to Lillian Anzalota, who worked at Subin Firm as "Client Satisfaction Manager." The remaining checks appear to be almost entirely for Cibbarelli's personal expenses (e.g., payments for pool and gutter cleaning, a Chase escrow payment, and a "gift"). *See Gemstone*, *supra*, ECF No. 318-4.

356. J. Hernandez's blanket Fifth Amendment invocation, in response to questions as basic as whether he knew H. Subin or Cibbarelli, or was affiliated with WS Advances, supports the inference that truthful answers would have confirmed J. Hernandez and WS Advances' role, in the illicit referral-payment scheme alleged herein.

ii. **Funding Defendants**

357. Nearly all (if not all) of the claimants involved in the Fraud Scheme are undocumented or recent immigrants with limited or no proficiency in English. In many instances, claimants were coerced or otherwise incentivized by Subin Defendants and/or others acting at their direction, including one or more Runner/Support Defendants, to enter into TPLF Loans with Funding Defendants, which, in many instances were written entirely in English.

358. In furtherance of the Fraud Scheme, Funding Defendants, in concert and with the substantial assistance of Legal Service Defendants and Runner/Support Defendants, provided claimants with cash advances in the form of high-interest TPLF loans, secured by settlement proceeds anticipated from claimants' underlying personal injury lawsuits. In at least some instances (e.g., the matter of Sosa discussed infra), one or more Funding Defendants permitted all or a portion of such advances to be diverted to one or more Defendants, rather than paid to claimants themselves. On information and belief, the purpose of these advances was to secure

claimants' cooperation with the Fraud Scheme and/or to disguise illicit, undisclosed payments to one or more Defendants, including for claimant referrals.

359. In furtherance of the Fraud Scheme, Funding Defendants, in concert and with the substantial assistance of Legal Service Defendants and Runner/Support Defendants, similarly paid certain Medical Provider Defendants upfront for unnecessary and unwarranted procedures and surgeries, billed and paid at excessive rates, often issuing advances to those Medical Provider Defendants in advance of the surgeries and procedures, to secure Medical Provider Defendants' cooperation with the Fraud Scheme, as well as cash advances to claimants shortly before or after such procedures and surgeries as an inducement to undergo them. Funding Defendants then recouped, from claimants' settlement proceeds, both the funds advanced to Medical Provider Defendants for such procedures and surgeries, and the TPLF Loans' usurious interest rates, "origination" fees, and other charges. By securing the cooperation of both claimants and Medical Provider Defendants in this manner, Funding Defendants inflated the "value" of claimants' underlying personal injury claims, thereby increasing Legal Service Defendants' contingency fees, while providing Medical Provider Defendants with a means of recouping bills for unnecessary and unwarranted procedures and surgeries, and correspondingly increasing the amounts Funding Defendants themselves recovered from claimants' settlement proceeds.

360. In many instances, claimants were not informed of many, if not all, of the TPLF Loans' material terms, including exorbitantly high-interest rates, "origination" and other fees, or that the loans would be used to pay healthcare providers for unnecessary and unwarranted "treatment" and surgeries, thereby significantly reducing claimants' potential recovery in their personal injury lawsuits. In some instances, claimants were not even aware that TPLF Loans had been taken out in their names.

361. In many instances, claimants were coerced or otherwise incentivized by Subin Defendants and/or others acting at their direction, including one or more Runner/Support Defendants to permit their TPLF Loans to be cycled through various Funding Defendants, which, in many instances, generated additional "origination" and other "fees" with each transfer and assumption. In many instances, claimants were not informed that, by permitting their TPLF Loans to be transferred, they were also consenting to additional "origination" and other "fees" to be deducted from their potential recovery, which in many instances dwarfed the amount of the cash advanced to the claimants in connection with each new loan. For example, according to records produced by Cherokee and discussed in more detail below, Claimant A's TPLF Loans were cycled through Amedico Funding, Cartiga, EFA and Cherokee. These material misrepresentations and omissions allowed one or more Defendants, including Subin Defendants, to control, obscure, route and justify payments in a way that concealed their true nature, and to prevent claimants and others from understanding how settlement or verdict funds were allocated.

362. As an inducement to claimants to falsely attest to accidents and injuries and to undergo unnecessary medical procedures, including surgeries, Runner/Support Defendants and/or others, at the direction of one or more Subin and/or Park Defendants, offered claimants cash advances, including via TPLF loans from the Funding Defendants, and a percentage of any settlement proceeds. These incentives were provided shortly before or after the claimants retained Legal Service Defendants and/or throughout litigation to secure cooperation from claimants in connection with the commencement of the underlying lawsuits and completion of surgical interventions.

363. In several instances, claimants were promised cash payments that they never received, but which were instead fraudulently diverted to one or more Runner/Support Defendants and/or those acting under their direction and control.

364. For example, cash advances purportedly for claimant Sosa issued in connection with TPLF loans issued by Pegasus and one of Magnus's Best Case companies and executed by Baum, were directed to be sent not to Sosa, but to Park Firm and via echeck to the Amedico email address for non-party Paulina Hurtado (paulina@amedicolegal.com). *See Union v. Subin, supra*.

365. Moreover, Sosa's power of attorney, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records, which was notarized by DeLeon, was notarized and dated nearly a month before Sosa's purported accident.

366. To the extent that any such TPLF Loan advances were ultimately transferred to Lupi and/or the Lupi Alter Ego Entities, they were unauthorized money transmitters in violation of 18 U.S.C. § 1960 (Prohibition of Unlicensed Money Transmitting Businesses) and each such violation constituted a predicate act under 18 U.S.C. § 1961(1)(B).

367. The use of a Park Firm address, the misrepresentation of Lupi as an attorney, and the act of guaranteeing payments based on false and/or misleading medical provider documentation, including for healthcare services that were unnecessary and excessive, were not isolated incidents, but rather part of a consistent pattern and practice within the operations of the Enterprise.

368. At all relevant times, Funding Defendants were aware of the general nature and objectives of the Enterprise and knowingly agreed to facilitate and further its unlawful activities.

369. On information and belief, through their underwriting, due diligence, monitoring activities, communications with members of the Enterprise, review of case inventories, financial

analyses and/or other information available to them, Funding Defendants became aware, or consciously avoided learning, that the Enterprise was engaged in a scheme to obtain settlement proceeds through fraudulent litigation practices.

370. On information and belief, Funding Defendants knew that costly and invasive surgeries, such as spinal fusion surgery, would increase the value of the underlying claims and, in turn, the returns they generated. On information and belief, Funding Defendants further encouraged and, in many, if not all, instances, required such surgeries to occur, be scheduled to occur, or that claimants remain on a predetermined treatment protocol expected to culminate in such surgeries, before agreeing to fund claims and/or issue cash advances to claimants. On information and belief, in many instances, Funding Defendants were aware of facts demonstrating that such claimants were economically vulnerable.

371. On information and belief, Funding Defendants further knowingly agreed that members of the Enterprise would continue to engage in a pattern of racketeering activity, including acts of mail fraud and wire fraud, and knowingly furthered the Enterprise's objective of generating inflated settlement demands and extracting larger recoveries from insurers, including Plaintiffs, by conditioning funding on the expectation of surgeries and financially incentivizing claimants to undergo surgeries that increased litigation value.

372. Funding Defendants were aware of, or consciously avoided learning, that the Enterprise's profitability depended upon inducing or encouraging medical treatment and surgical interventions that were not driven solely by independent medical judgment, but were instead used to enhance the value of the underlying claims and lawsuits. Notwithstanding that knowledge or conscious avoidance, Funding Defendants continued to provide financing and derived substantial profits from the resulting settlements and judgments.

iii. **Legal Service Defendants**

373. As set forth above and in detail below, Subin Defendants functioned as the core management, supervisory, and logistical clearinghouse of the Enterprise.

374. At all relevant times, Subin Firm and its corporate alter egos and complicit law firms, including Park Firm, in coordination with other Defendants, represented claimants in personal injury claims and lawsuits and directed, authorized, coordinated, and controlled the prosecution of claimants' lawsuits, assigning duties and responsibilities to attorneys/employees of Subin Firm, and intentionally submitting or causing the filing of and submission of fraudulent assertions and medical documentation to GNY, various courts within the State of New York, and all named parties in those lawsuits.

375. In furtherance of the Fraud Scheme, Legal Service Defendants engaged and utilized Runner/Support Defendants to solicit claimants through illicit means.

376. At all relevant times, Subin Defendants, including through Runner/Support Defendants and/or other Legal Service Defendants, directed, authorized, coordinated, and controlled the recruitment of claimants to stage trip-and-fall and/or worksite accidents and/or falsely claim injuries and undergo invasive, unwarranted treatment and surgeries unrelated to such accidents, and/or provide false statements and/or testimony.

377. On information and belief, one or more Subin Defendants, including through one or more other Legal Service Defendants, paid and/or promised to pay Runner/Support Defendants on a per-case or per-referral basis and/or a portion or percentage of the total legal fees recovered from referred cases, irrespective of whether the referring individual performed any legal services or held any license to practice law, as evidenced by publicly filed checks from Sahiwal NY to WS Advances (discussed further herein).

378. On information and belief, such fee sharing arrangements were the business practice of Subin Firm and were not isolated transactions but were designed to incentivize ongoing and future referral relationships.

379. On information and belief, to conceal these illicit arrangements, Subin Defendants, including through one or more other Legal Service Defendants, directed payments to be routed through shell entities, straw persons and other intermediaries, as alleged above and in violation of Judiciary Law §§ 479 and 482, relevant provisions of the New York Rules of Professional Conduct, and 18 U.S.C. §§ 1341, 1343, 1956(a)(1)(B)(i) and/or 1957.

380. Every claim procured through these illicit solicitation arrangements was tainted and void from its inception, yet Legal Service Defendants nevertheless prosecuted those cases to extract inflated settlements from Plaintiffs and similarly situated insurers.

381. In order to conceal the Fraud Scheme and avoid detection by insurers, workers' compensation carriers and/or regulators, one or more Subin Defendants, including H. Subin, maintained and utilized rosters of complicit: (a) HCPs, including treating gatekeeper clinics, surgeons, and diagnostic testing facilities, among whom claimant referrals were rotated pursuant to predetermined treatment protocols, including certain Medical Provider Defendants; (b) WC Firms (including Villamar Firm and Nappa Monterosso) among whom claimants' workers' compensation claims were distributed and coordinated; (c) Funding Defendants; and (d) in some instances, other personal injury law firms, such as Park Firm, who were caused to appear as counsel of record for claimants, including Claimant B, notwithstanding that such claimants' cases were, in whole or in part, directed, controlled, and/or coordinated by Subin Firm.

382. By spreading claimants and referrals across multiple ostensibly independent actors, Defendants obscured the coordinated and non-medically- and non-legally driven nature of the referrals, representations, and treatment protocols underlying the Fraud Scheme.

383. For claimants with work-related accidents, Subin Firm, in coordination with other Defendants, referred claimants to certain complicit WC Firms, including Villamar Firm and Nappa Monterosso, with whom Subin Defendants had an agreement and understanding as to the Fraud Scheme and, on information and belief, from whom Subin Firm would receive kickbacks or other financial remuneration based on the amount of the settlements obtained by those firms.

384. In other instances, Subin Firm, in coordination with other Defendants, referred claimants to complicit personal injury law firms, including Park Firm, with whom Subin Defendants had an agreement and understanding as to the Fraud Scheme and, on information and belief, from whom Subin Firm would receive kickbacks or other financial remuneration based on the amount of the settlements obtained by those firms.

385. Villamar Defendants understood and agreed that in exchange for submitting false or fraudulent documentation in connection with and/or otherwise fraudulently inflating the value of claimants' WC claims, Subin Defendants would continue to funnel WC claimants to Villamar Defendants.

386. Nappa Monterosso understood and agreed that in exchange for submitting false or fraudulent documentation in connection with and/or otherwise fraudulently inflating the value of claimants' WC claims, Subin Defendants would continue to funnel WC claimants to Nappa Monterosso. On information and belief, at relevant times herein, Nappa Monterosso was also a shell, alter ego, and/or captive of Subin Firm.

387. Park Defendants understood and agreed that in exchange for submitting false or fraudulent documentation in connection with and/or otherwise fraudulently inflating the value of claimants' personal injury claims, Subin Defendants would continue to funnel claimants to Park Defendants. On information and belief, at relevant times herein, Park Firm was also a shell, alter ego, and/or captive of Subin Firm.

388. Subin Defendants, directly and through employed medical coordinators, paralegals and case managers, and one or more Runner/Support Defendants acting under their direction and control, directed claimants to seek medical treatment from Medical Provider Defendants specifically, knowing and understanding that Medical Provider Defendants would provide the kind of false and/or misleading medical documentation needed for higher settlement values, in exchange for continuing to funnel patients to Medical Provider Defendants.

389. In order to create the appearance of medical legitimacy for otherwise unnecessary and unwarranted surgeries, one or more Subin Defendants, including through one or more Runner/Support Defendants, routinely directed claimants to obtain purported "second opinions" from additional surgeons before undergoing such surgeries. These "second opinion" surgeons were not independent, disinterested consultants, but had an agreement with one or more Subin Defendants to participate in the Fraud Scheme and knowingly rendered concurring recommendations for surgery consistent with the predetermined treatment protocol, irrespective of medical necessity, to manufacture the appearance of independent medical corroboration for prearranged surgeries.

390. Subin Defendants, directly and through its employed paralegals and case managers, and one or more Runner/Support Defendants acting under their direction and control, directed claimants to the WC Firms with which Subin Firm had an undisclosed agreement. By referring

claimants to the WC Firms to pursue workers' compensation benefits on behalf of claimants, Defendants, by and through Subin Firm and its affiliates, maintained control over treatment allegedly provided while WC Firms earned a percentage of the workers' compensation benefits awarded to those claimants.

391. Subin Defendants, including through one more Runner/Support Defendants acting under their direction and control, routinely incentivized and/or required claimants to enter into TPLF loans, including with one or more Funding Defendants, including by offering claimants related cash advances, to ensure their cooperation and to induce claimants to undergo the fraudulent predetermined treatment protocol, including surgeries, necessary to accomplish the Fraud Scheme's objective.

392. As further inducement to claimants to falsely attest to accidents and injuries and to undergo unnecessary medical procedures, including surgeries, to the extent they were informed at all, claimants were routinely informed by one or more Legal Service Defendants and/or others acting at their direction, including one or more Runner/Support Defendants, that their medical treatment was covered by TPLF Loans and was otherwise non-recourse, i.e., the costs of their medical treatment would only be paid out of the proceeds of any settlement or judgment award in their personal injury lawsuits. However, on information and belief, in several instances, claimants were also directed to enter into liens and/or letters of protection, co-signed by employees of Subin Firm and certain Medical Provider Defendants, which made claimants directly responsible for the costs of such treatment, non-contingent on any successful verdict or settlement, and which were also often written entirely in English.

393. On information and belief, one or more Legal Service Defendants and/or others acting at their direction, including one or more Runner/Support Defendants, materially

misrepresented and/or omitted material facts regarding the TPLF arrangements to make them appear risk-free to Medical Provider Defendants while simultaneously, contradictorily marketing them as risk-free to claimants.

394. Subin Defendants and/or others acting at their direction, including one or more Runner/Support Defendants, acted as the central conduit, systematically coercing claimants into entering into TPLF Loans, by offering cash advances to financially-strapped claimants and obfuscating the TPLF loans' terms, including by misrepresenting to claimants that, by entering into the TPLF Loans, all of their medical treatment would not have to be repaid by claimants until and unless they obtained a settlement or verdict award, despite contrary agreements with certain Medical Provider Defendants. These material misrepresentations and omissions allowed Legal Service Defendants to control, obscure, route and justify payments in a way that concealed their true nature, and to prevent claimants and others from understanding how settlement or verdict funds were allocated.

395. On information and belief, in many instances, Subin Defendants refused to represent claimants unless they entered into one or more TPLF Loans with one or more Funding Defendants, as evidence by De Jesus's affidavit discussed herein.

396. Subin Defendants caused the creation of and subsequently packaged and presented the fraudulent medical documentation, including through affiliated WC Firms and Park Defendants, to extort, or attempt to extort, prolong litigation, and defraud Plaintiffs and others similarly situated.

397. Subin 2.0 Defendants are the successors-in-interest or alter egos of Subin Firm, and/or are otherwise liable for continuing the affairs of the Enterprise.

iv. **The Medical Provider Defendants and Predetermined Treatment Protocol**

398. In order to inflate the value of claimants' underlying personal injury claims and thereby effectuate higher profit for Defendants, one or more Subin Defendants, including through one or more Runner/Support Defendants, attorneys or other employees of Legal Service Defendants, at the direction of and in coordination with other Defendants, directed claimants to seek "treatment" from certain HCPs including Medical Provider Defendants pursuant to a predetermined treatment protocol that was not intended to diagnose or treat patients, but was instead geared towards finding certain serious injuries (and nearly always including a neck and/or back injury) that would warrant extensive surgeries, such as surgical fusion, without regard to medical necessity, causality or claimants' individualized needs. These actions were undertaken on behalf of the Enterprise and, at the direction of and in coordination with, one or more Subin Defendants, including Subin Firm.

399. Medical Provider Defendants had an agreement and mutual understanding with other Defendants regarding their participation in the Fraud Scheme. This included the provision of "treatment" and surgeries geared towards maximizing the value of the underlying claim, pursuant to the predetermined treatment protocol, and without regard to medical necessity, causality or claimants' individualized needs.

400. In furtherance of the Fraud Scheme and pursuant to the predetermined treatment protocol, Medical Provider Defendants provided false diagnoses, and rendered medical "treatment" that was unnecessary, excessive, unwarranted, and not causally related to the alleged accidents, geared towards maximizing the value of the underlying claim, as demonstrated by exemplar Claimants A through I discussed herein. Medical Provider Defendants then supplied false and/or misleading medical documentation to Subin Firm and others, including Plaintiffs,

Plaintiff's defense counsel and NY WCB, that Subin Firm utilized to support inflated settlement demands in the underlying personal injury lawsuits.

401. New York law requires that the practice of medicine be owned and controlled by licensed physicians exercising independent professional judgment. Among other things, New York law prohibits the unauthorized practice of medicine, restricts the ownership and operation of professional medical practices to authorized licensed professionals, and prohibits unlicensed persons from exercising ownership, dominion, or control over physicians' medical judgment, diagnoses, treatment decisions, or the operation of medical practices. *See, e.g.*, N.Y. Educ. Law §§ 6509, 6512, 6522; N.Y. Bus. Corp. Law Art. 15.

402. Notwithstanding these requirements, Subin Defendants, including through one or more Runner/Support Defendants, knowingly structured, operated and controlled one or more HCPs to whom they referred claimants (or caused claimants to be referred), through unlicensed laypersons, including H. Subin and Magnus, who actually controlled those HCPs' operation and/or influenced or directed such HCPs' medical judgment, diagnoses or treatment decisions, thereby circumventing New York's prohibition against the corporate practice of medicine, as evidenced by Weissbluth's declaration. Subin Defendants further knowingly utilized unlawfully owned and/or controlled HCPs to whom they referred claimants (or caused claimants to be referred), including certain Medical Provider Defendants, knowing that such HCPs rendered treatment pursuant to a predetermined treatment protocol dictated by unlicensed laypersons rather than the independent medical judgment of licensed physicians.

403. New York Education Law § 6530(18) prohibits physicians from "[d]irectly or indirectly offering, giving, soliciting, or receiving or agreeing to receive, any fee or other consideration to or from a third party for the referral of a patient or in connection with the

performance of professional services." *See also* 8 N.Y.C.R.R. § 29.1(b)(3) (establishing that conduct outlined above constitutes "unprofessional conduct" for any healthcare provider licensed under title VIII of New York's Education Law).

404. On information and belief, the above-described conduct was carried out by Medical Provider Defendants in exchange for kickbacks and/or other financial remuneration, including a steady stream of patient referrals from one or more Legal Service Defendants, in violation of New York Education Law § 6530(18). This coordinated conduct is evidenced by the declaration of All Boro's Managing Director, Weissbluth, the referral pattern it describes, and the disproportionate concentration of Subin Firm claimants (at least 250 claimants) who first treated at All Boro Non-Parties, were then "referred" by All Boro Non-Parties to Kolb Defendants for MRIs, and then underwent TPLF/lien-funded surgeries, including by one or more surgeon-Medical Provider Defendants. This same pattern is inferable to the other Medical Provider Defendants from, inter alia, the recurrence of the same providers across multiple claimants and the consistency of their findings and recommendations irrespective of claimants' individualized circumstances.

405. The scheme bears striking similarity to *Rainford, supra*, and *Tri-Borough*, *supra*, in which certain medical providers "conduct initial examinations of patients at the gatekeeper clinics that are not intended to diagnose and treat patients' conditions but rather are predetermined to find various injuries requiring extensive treatment." *Tri-Borough*, *supra*, at 73. Moreover, similar to *Tri-Borough*, pursuant to the fraudulent treatment protocol, Medical Provider Defendants "routinely order unnecessary diagnostic tests for patients that do not affect their treatment, and that some of those tests are duplicative of information already obtained…." *Id*. at 74.

406. As in *Rainford*, the initial evaluations at the gatekeeper clinics were not intended to diagnose or treat patients' conditions, but rather were predetermined to establish certain injuries,

such as radiculopathy and herniated discs, that could justify extensive treatment plans and surgeries, such as spinal fusion surgery.

407. Here too, following initial evaluation of claimants at the gatekeeper clinics, one or more Medical Provider Defendants routinely referred claimants for, inter alia, MRIs, physical therapy, injections, and orthopedic and neurology consultations at other Medical Provider Defendants involved in the Fraud Scheme, which were medically unnecessary and not causally related to claimants' accidents. This conduct violates New York Public Health Law § 238-a(1)(a), which prohibits a practitioner who orders physical therapy or imaging services from referring patients to any healthcare provider who provides such services with whom the practitioner has a financial relationship. In nearly every case, MRIs of multiple body parts, including the cervical or lumbar spine, were ordered from a handful of radiologists involved in the Fraud Scheme. These radiologists then routinely issued MRI reports that contained false and/or misleading findings not supported by the underlying imaging studies, and/or omitted degenerative and/or pre-existing conditions, or misrepresented degenerative and/or pre-existing conditions as acute and/or causally related to the purported accidents.

408. Medical Provider Defendants then used the fraudulent MRI reports, but not the underlying images which either show degenerative conditions or fail to show any evidence of an acute injury, to provide a false justification for continued "treatment" and surgeries.

409. Despite the New York State Surgical and Invasive Procedure Protocol providing "[t]he surgeon is responsible for assessing what films/images are appropriate for viewing before and during the surgery" and that, for "high risk" procedures, e.g., spinal fusion surgery, "the images should be reviewed by the surgeon and radiologist together pre-operatively,"[15] Medical Provider

[15] *New York State Surgical and Invasive Procedure Protocol*, N.Y. DEPT. OF HEALTH, September 2006, at 8, available at www.health.ny.gov/professionals/protocols_and_guidelines/surgical_and_invasive_procedure/docs/protocol.pdf.

Defendants who performed surgeries on claimants routinely and intentionally failed to consult and/or willfully ignored the diagnostic films, and instead relied only on the MRI reports, which falsified and/or exaggerated claimants' conditions and/or misrepresented claimants' conditions as acute and causally related to the alleged incidents, when they were not. On information and belief, this practice of willful ignorance was calculated to give unnecessary and/or unrelated surgeries a patina of legitimacy because Medical Provider Defendants were able to disregard the non-existent, degenerative and/or pre-existing nature of claimants' alleged injuries, which would have been apparent had Medical Provider Defendants complied with New York's standard of care and reviewed the films themselves.

410. This rote protocol treatment of the gatekeeper clinics (e.g., Metro Point, All Boro, Washington Medical and Hasanuzzaman PC) and the fraudulent imaging reports generated by the radiologists (e.g., Kolb Radiology and Rand) were used to create the appearance of chronic, serious injuries and justify further extensive treatment and procedures, including predetermined protocol surgeries, such as ACDF and arthroscopic surgeries, performed by surgeons (e.g., Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants, Wert PC Defendants, Rovner PLLC Defendants and NYNJ Ortho Defendants), in order to inflate the value of claimants' personal injury lawsuits.

411. The Medical Provider Defendants understood and agreed that in exchange for furnishing false or misleading medical documentation that was used to justify protracted, invasive and costly medical treatment, Legal Service Defendants, with the assistance of Runner/Support Defendants, would continue to funnel patients to Medical Provider Defendants.

412. The designed inflation of the ultimate recovery in the personal injury actions was twofold. First, injections and surgeries of claimants inflate the facial value of otherwise trivial claims.

413. Second, the excessive and unnecessary treatment and surgeries performed pursuant to the fraudulent predetermined treatment protocol were typically funded through high-interest TPLF loans, including from Funding Defendants, and/or liens/letters of protection issued by Legal Service Defendants, despite the availability of more affordable options like health insurance, workers' compensation insurance or Medicaid.

414. Unlike other liens, such as a Medicaid lien, which are limited to the amount paid, the TPLF loans issued by Funding Defendants include origination fees and high interest rates that must be paid out of claimant's recovery, in addition to the principle amount loaned.

415. By bypassing standard practices and submitting healthcare claims for reimbursement to Funding Defendants and/or pursuant to liens or letters of protection, instead of through available insurance coverage, such as Medicaid or workers' compensation, Medical Provider Defendants: (a) charged and were able to be reimbursed for excessive and/or unnecessary treatment and services at significantly inflated rates—often several times higher than health insurance carriers, WC carriers or Medicaid would allow, if allowed at all; and (b) circumvented the pre-authorization requirements that insurers and WC carriers impose for certain treatment and services, such as MRIs, ACDF and pain management injections, to screen against unnecessary and fraudulent treatment, for treatment or services that were not clinically indicated and, thus, would have otherwise not been authorized or reimbursed. These fraudulently inflated medical costs enabled Subin and/or Park Defendants to demand correspondingly higher settlements or judgments.

416. On information and belief, in order to conceal the Fraud Scheme and inflate the value of the claims, Defendants deliberately structured healthcare "treatment" and services for claimants to be reimbursed via TPLF loans, liens and/or letters of protection to avoid the scrutiny that insurance submissions would trigger and ensure maximum reimbursement (and, in turn, maximum special damages) for treatment and services that, if reimbursable at all, would have been reimbursed at substantially lower rates if billed through available health insurance, Medicaid and/or WC.

417. Armed with the false and misleading medical diagnoses and related unnecessary and excessive "treatment," Subin and/or Park Defendants fraudulently inflated the value of the personal injury lawsuits in order to extract greater settlements and judgments from insurers, including Plaintiffs, and further unnecessarily prolonged litigation, thereby dramatically increasing defense costs, for insurers, including Plaintiffs, to induce settlements.

418. Subin Defendants, in coordination with Medical Provider Defendants, submitted fraudulent documents (e.g., Verified Complaints, Bills of Particulars and copies of falsified medical records) by mail or electronic service to parties to the personal injury lawsuits and others. These documents contained false or misleading statements regarding claimants' accidents, injuries, and medical treatment. The purpose of these documents was to falsely bolster and inflate the value of claimants' personal injury lawsuits and, thus, Defendants' financial gain from them.

419. Each Medical Provider Defendant agreed to and in fact provided substantial assistance in the mail and wire fraud arising out of service of the Bills of Particulars in each matter, providing the falsified content needed to prolong litigation and fraudulently inflate the value of the claims.

a. The Gatekeeper Clinics

420. Since at least 2017, All Boro Non-Parties have been involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme. Since at least 2018, Metro Point Defendants have been involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme. Since at least around 2020/2021, Metro Point Defendants, Washington Medical Defendants, and Hasanuzzaman PC Defendants have been involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme.

421. Similar to *Rainford, supra*, Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants are integral to the Fraud Scheme and the Enterprise operations, as they "conduct initial examinations of patients at the gatekeeper clinics that are not intended to diagnose and treat patients' conditions but rather are predetermined to find various injuries requiring extensive treatment." 110 F. 4th at 73. These Defendants chart and falsely justify the course of unnecessary diagnostics, escalating treatment, false exhaustion of conservative treatment, and justification for high-dollar valuation surgeries.

422. Regardless of the varying mechanisms of the purported accidents, at initial evaluations, Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants routinely diagnosed claimants represented by one or more Legal Service Defendants with many of the same (or nearly identical) medical conditions, including nearly always diagnosing one or more conditions relating to the cervical, thoracic and/or lumbar spine, and recommended the same (or nearly identical) treatment, regardless of medical necessity or claimants' individualized circumstances.

423. As discussed herein, Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants provided falsified documentation to Subin Defendants, and referred claimants to one or more other Medical Provider Defendants, including MRI providers, neurologists and surgeons, in furtherance of the Fraud Scheme and the Enterprise.

424. As part of the Fraud Scheme, Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants intentionally submitted or caused the submission of fraudulent medical documentation by mail, facsimile and/or email to Plaintiffs and others involved in claimants' underlying claims for authorization and to seek reimbursement, including from one or more Funding Defendants, for medical services that were unnecessary, excessive, unwarranted, and not causally related to the alleged accidents.

425. As part of the Fraud Scheme, Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants provided fraudulent medical documentation by mail, facsimile and/or email to other medical service providers knowing fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted, and not causally related to the alleged accidents.

426. As part of the Fraud Scheme, Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants provided fraudulent medical documentation by mail, facsimile and/or email to Subin Defendants knowing the fraudulent medical documentation would be used to falsely bolster and add value to claimants' personal injury lawsuits and related workers' compensation claims, thereby prolonging inflating the settlement value of such lawsuits.

427. Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants knowingly profited from upfront payment from Funding Defendants and liens/letters of protection for the medical treatment and services rendered purportedly by these Defendants, which were unnecessary, excessive, unwarranted, and not causally related to the alleged accidents, but were rendered in furtherance of and as a necessary step for the execution of the Fraud Scheme.

428. Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme for whom they provided medical and diagnostic services and received reimbursement for such services.

429. Metro Point Defendants, Washington Medical Defendants, All Boro Non-Parties and Hasanuzzaman PC Defendants were not sought to treat; they were sought to issue causality statements and set the stage for ever escalating and more invasive treatment to falsely substantiate serious injuries where none exist. Their primary purpose is paper for litigation and subsequent referral for unnecessary MRIs and surgical consults.

430. All Boro was the brainchild of Magnus, who conceptualized, created, founded, staffed, and in partnership with H. Subin, controlled All Boro's outcomes.

431. Weissbluth averred that he "was advised of and recommended to consider the position [of All Boro's Managing Director] by Magnus." Magnus introduced Weissbluth to H. Subin, whom he "was informed was an attorney, and who would provide, at the time, the entirety of the referral stream to All Boro." During his time at All Boro, Subin Firm remained the "disproportionate majority source of referrals," and All Boro utilized Magnus's MedTRX billing software, with all receivables collected "exclusively through the billing vendor."

432. Weissbluth averred that All Boro's "business structure and direction," as well as the terms of Weissbluth's employment, were largely dictated by Magnus, with minimal involvement by All Boro's record owner, Weiner.

433. Weissbluth further averred that H. Subin "exclusively" dictated All Boro's referrals for diagnostic imaging, and specialty physicians or surgical services, providing All Boro with a list of H. Subin-approved HCPs, and specifically requiring that all MRIs ordered by All Boro Non-Parties be referred to Kolb Defendants. All of All Boro's billing was submitted through no fault, workers' comp, or liens using MedTRX and receivables were collected "exclusively through the billing vendor." Weissbluth further averred that he was aware of Chaudhry and Lupi.

434. To date, at least 250 court cases have been identified involving Subin Firm plaintiffs who received the same playbook treatment: initial treatment at All Boro, MRIs from Kolb Defendants, and TPLF/lien-funded surgeries, including with one or more surgeon-Medical Provider Defendants named herein. *See New York Marine*, *supra*, Doc Nos. 26, 26-1.

435. One or more Subin Defendants, including H. Subin, had actual knowledge of the exclusive or otherwise disproportionate reliance upon the referral stream of claimants from Subin Firm, at the behest of H. Subin and/or Magnus, which rendered All Boro incapable of exercising independent clinical judgment because it was operating under the control of H. Subin and/or Magnus.

436. Nevertheless, one or more Subin Defendants repeatedly referred claimants to All Boro and submitted All Boro's medical records to courts, opposing parties Plaintiffs' appointed defense counsel and/or Plaintiffs, as evidence of legitimate, independent medical treatment, and, in doing so, willfully deceived those parties within the meaning of Judiciary Law § 487.

437. In 2013, Bayner's authorization to treat WC claimants was suspended by NY WCB for seven years after Bayner was found to have improperly held herself out as an IME provider without proper authorization.

438. In 2022 and 2023, Bayner and her husband, Marek Bayner, filed separate lawsuits for the same MVA on August 23, 2021, in which Bayner alleged the need for surgery to numerous body parts, including her cervical, thoracic and lumbar spine, head, both shoulders and right knee. cervical, lumbar and thoracic herniations, TBI, concussion and post-traumatic headaches, and testified that she had been working in a diminished capacity since August 23, 2021 and required assistance to perform her duties, including conducting straight leg tests. Bayner's husband also alleged cervical and lumbar herniations, as well as injuries to the left thumb and left hip.

439. Notably, Bayner and her husband treated at Bayner's own medical PCs (Metro Point and SMB Medical) in connection with their purported MVA, billing at least $30,000 to the no-fault carrier. At her deposition, Bayner could not recall the dates/frequency of the treatment she allegedly received or the names of the doctors who allegedly treated her.

440. Bayner further testified that her husband, who is not a doctor, manages Metro Point and SMB Medical, and that SMB Medical was "basically" her husband's company. Bayner refused to answer basic questions regarding her treatment and billing at her deposition, and further refused to answer basic questions or submit to a physical exam at her independent medical examination, which served, in part, as part of the basis for defense counsel's motions to dismiss the complaints on the grounds that Bayner, her husband and their counsel were improperly intimidating defense counsel to deter them from obtaining necessary discovery because it would show that Bayner and her husband profited from no-fault treatment through Metro Point and SMB Medical that they did not actually receive.

441. In *Gov't Emp. Ins. Co. v. Everhealth Pharmacy Inc.*, it was alleged that Hasanuzzaman PC Defendants had issued medically unnecessary prescriptions to the defendants in that action pursuant to a billing and kickback scheme. 24-cv-2261 (E.D.N.Y., Mar. 27, 2024). Similar to other Medical Provider Defendants discussed herein, Hasanuzzaman recently failed to renew his authorization, and was removed from the list of authorized providers for the NY WCB, effective January 1, 2026 (shortly before the original complaint in this action was filed).

b. The Fraudulent MRIs

(i) Kolb Defendants

442. Since at least 2016, Kolb Defendants have been involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme.

443. For at least nine years (from at least July of 2016 through November of 2025) (nearly the entirety of its existence), Kolb Defendants had an undisclosed, exclusive referral relationship with All Boro Non-Parties for all Subin Firm claimants, per the directive of H. Subin. Specifically, as recently averred to by All Boro's Managing Director, Weissbluth in sworn declaration: "From the time I began the position in July 2016 through November 2025, all referrals for MRIs were made to Dr. Thomas Kolb and Kolb Radiology. This was per instruction by Herb Subin." *See New York Marine, supra,* Doc No. 27. Such directives were not based on independent medical judgment or the treatment providers' clinical assessment, or the clinical or geographic appropriateness for individual claimants. Rather, H. Subin's directive was designed to and did result in the routing of MRI referrals through Kolb Defendants.

444. As averred by Weissbluth, H. Subin also directed one or more Medical Provider Defendants to route all MRI referrals through either Kolb Defendants and other diagnostic testing

facilities specifically selected by one or more Subin Defendants, including Rand Defendants and/or Contemporary Diagnostic Defendants.

445. On information and belief, referrals of Subin Firm claimants to Kolb Defendants and other diagnostic testing facilities, at the direction of H. Subin or one or more other Subin Defendants, were made in exchange for kickbacks, other financial compensation and/or reciprocal referral commitments, rather than on the basis of medical necessity or clinical judgment, in violation of New York law. *See* N.Y. Educ. Law § 6530(18); 8 N.Y.C.R.R. § 29.1(b)(3); N.Y. Pub. Health Law § 238-a(1)(a).

446. Kolb, as a radiologist and principal of Kolb Radiology, controlled and directed the medical services provided to patients by providing radiological and imaging diagnostics and MRI reports identifying purported positive findings without correlation to degenerative conditions and providing inaccurate findings of the claimants' conditions.

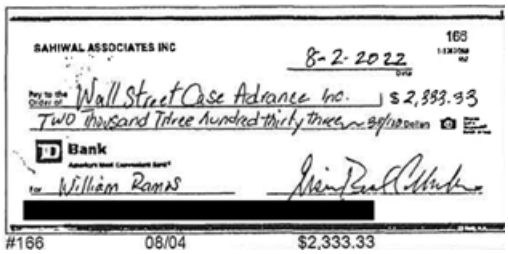
447. As part of the Fraud Scheme, Kolb Defendants knowingly and intentionally submitted or caused the submission of fraudulent medical documentation either directly or indirectly to Plaintiffs and others for which Kolb Defendants were paid that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident or did not exist.

448. Notwithstanding Defendants' extensive efforts to conceal the Fraud Scheme, the coordinated conduct between the Subin Firm and Kolb Defendants has been documented in court filings.

449. In *William Ramos v. Clam Diggers Restoration, LLC*, 30629/2018E (Bronx Cnty. Sup. Ct., Sept. 17, 2018), defense counsel credibly alleged that the Subin Defendants and Kolb Defendants engaged in witness tampering and obstruction.

450. The claimant in that case, William Ramos ("Ramos") is one of at least 250 Subin Firm claimants who followed the same treatment protocol: initial gatekeeper treatment through the All Boro Non-Parties; referral to the Kolb Defendants for MRI imaging; and subsequent lien-funded or litigation-funded surgeries, including, in Ramos's case, a multi-level ACDF.

451. Ramos's name also appears in the memorandum lines of four checks issued from Sahiwal NY to WS Advances totaling $10,000 between September 11, 2020 and May 12, 2023, including a $1,000 check issued on May 12, 2023 (the first day of the Ramos trial). See Gemstone, ECF No. 318-4:



452. During the Ramos trial, a series of highly irregular events occurred concerning authentication of MRI imaging generated by the Kolb Defendants, including the unexplained disappearance of the imaging after it was delivered to the subpoena records room at the courthouse, where the only documented person to access the records thereafter was an attorney for Subin Firm. Defense counsel ultimately subpoenaed Kolb to provide foundational testimony necessary for admission of the imaging at trial, which Kolb initially agreed to accept.

453. During a subsequent Zoom conference call with defense counsel, Kolb requested a break to deal with what he claimed was a family emergency. During the break Kolb failed to

disconnect his video feed and was recorded by defense counsel taking two phone calls during which he discussed manufacturing an emergency to avoid testifying at trial in Ramos's case. Kolb later admitted that he spoke with Subin Firm. Kolb's obstructive and deceptive conduct during the Zoom call is documented in publicly filed transcripts and other records in Ramos's case. *See, e.g.*, *Ramos, supra,* Doc. Nos. 109, 138, 139.

> Transcript pages 869-878, wherein Dr. Kolb made a pretext to walk away form the zoom camera, and had 2 phone calls with two different people from plaintiff's counsel's office. He was heard discussing with them how to defy the testimonial subpoena. All of this was reported to the court. See, also, motion exhibit H, transcript of Zoom call held 5/21/23. Given the repeated "errors" by Kolb Radiology in their submissions to the Subpoenaed Records Room, and the clear Witness tampering by plaintiff's counsel[s law firm, a fair inference can be drawn that the "errors" were in fact deliberate and done to prevent either of defendant's experts from rendering their full expert opinions.

454. The above conduct was so alarming to defense counsel that they informed the court the following day that they had already reported the incident to the Federal Bureau of Investigations. *See Ramos, supra*, Doc. No. 109.

455. Ultimately, Kolb did not appear at trial. As a consequence of Kolb's failure to appear, defense counsel was unable to authenticate the imaging or effectively challenge expert testimony concerning those studies before the jury. Trial proceeded without the MRI evidence, and the jury returned a multimillion-dollar verdict in favor of Ramos.

456. The Ramos matter is representative of the Enterprise's methods and operations. It demonstrates the coordinated relationship among Subin Firm, one or more Runner/Support Defendants, and one or more Medical Provider Defendants, including Kolb Defendants, and others; the use of common referral pathways; and the concealment and obstructive conduct employed when evidence threatened to expose the Enterprise's Fraud Scheme.

457. The timing of the events following Ramos's trial is also further indicative of consciousness of wrongdoing. Although the jury returned a multimillion-dollar verdict, Subin Firm settled the Ramos action for an undisclosed amount only three days after defense counsel filed a motion seeking a new trial based, in part, on the alleged witness tampering and obstructive conduct involving Subin Firm and Kolb Defendants.

458. Moreover, to the extent that the above allegations in the Ramos matter are true, such conduct constitutes witness tampering under New York Penal Law § 215.10, *et seq*.

459. Kolb Defendants have repeatedly been named as defendants in fraud and RICO actions wherein the veracity of their MRI readings were called into question.[16]

460. This is of particular note where (a) Kolb recently failed to renew his authorization, and was removed from the list of authorized providers for the NY WCB, as of July 1, 2025, and (b) Kolb's own former business partner provided sworn allegations of the following:

[16] *See Roosevelt Road Re, LTD v. William Schwitzer & Assocs., P.C.*, 25-cv-03386 (E.D.N.Y., July 16, 2025); *Union v. Subin, supra*; *Ionian RE, LLC. v. Gorayeb & Assocs., P.C.*, 24-cv-07098 (E.D.N.Y., October 8, 2024); *Roosevelt Road Re, LTD v. Wingate*, 24-cv-06259 (E.D.N.Y., September 6, 2024); *Union Mut. Fire Ins. Co. v. Kolb Radiology, P.C.*, 24-cv-06082 (E.D.N.Y., August 29, 2024); *Hajjar*, *supra*; *Julio Cesar PUAC v. BG 37th Avenue Realty LLC*, Index No. 702770/2022, Doc. No. 83 (Queens Cnty. Sup. Ct., Oct. 31, 2024) (alleging that the Kolb Practice fraudulently misrepresented radiological findings to provide a false predicate for surgeries and fraudulently inflate the value of the underlying personal injury lawsuit); *Progressive Adv. Ins. Co. v. Taveras*, Index No. 613233/2024 (Nassau Cnty. Sup. Ct., July 29, 2024) (alleging that Kolb Defendants, among others, obtained patients through a network of runners whom they paid cash in exchange for each insured that they delivered to the healthcare providers, who then submitted large-scale fraudulent billing to insurers); *Progressive Direct Ins. Co. v. Mathieu*, Index No. 612495/2024 (Nassau Cnty. Sup. Ct., July 17, 2024) (same); *Progressive Max Ins. Co. v. Tobon*, Index No. 619488/2023 (Nassau Cnty. Sup. Ct., Nov. 30, 2023) (same); *Progressive Cas. Ins. Co. v. Urgiles*, Index No. 601818/2024 (Nassau Cnty. Sup. Ct., Jan. 31, 2024) (alleging ongoing fraudulent scheme involving, inter alia, staged accidents, illegal referrals and kickbacks, and billing fraud, and alleging that Kolb Radiology made illegal cash payments in exchange for patient referrals and committed billing fraud by performing and billing for multiple needless MRIs and x-rays).

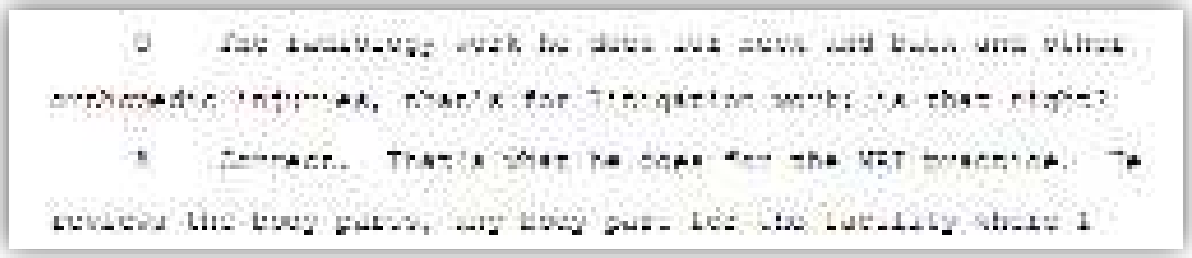
e. When I was not in the office, Dr. Kolb began using my signature stamp to finalize draft reports authored by me even though I had not finalized the reports.

f. Dr. Kolb modified MRI reports generated more than six (6) months before to include non-substantive modifications in order to enhance their value in personal injury litigation, in order to ingratiate himself with referring attorneys at the expense of my reputation.

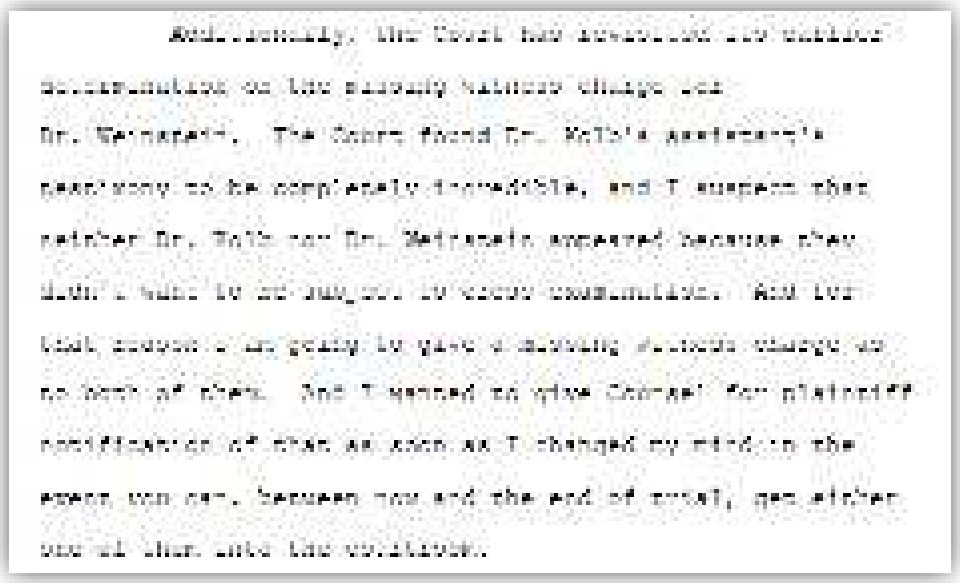
In re Thomas M. Kolb, Index No. 653464/2015, Doc. No. 10 at p. 7 ¶ 21(f) (Dec. 12, 2015). (Affidavit of Jacob Lichy, M.D.) (N.Y. Cnty. Sup. Ct., Dec. 3, 2015).

461. Dr. Lichy also averred that he believed that Dr. Kolb had arranged a "back door" agreement with a marketing "expert" to pay for patient referrals in violation of federal anti-kickback statutes. *Id.* at pp. 8–9 ¶ 21(n).

462. It has been confirmed by Kolb's staff that Kolb's practice outside of his breast cancer specialty exists solely to service personal injury attorneys:



463. Kolb has further begun to engage in a disappearing act when called to provide testimony, taking impromptu vacations without informing his staff beforehand where he is going or when he is returning, at the same time as a similarly situated party, and without informing the Court or attorneys on trials scheduled 10 months in advance:



464. Kolb Defendants engage in the simple, yet lynchpin, activity for the Enterprise to function—intentional MRI misreads—always over-identifying or overstating non-existent or minor findings, falsely painting them as traumatic, and omitting indicia of pre-existing or degenerative conditions.

465. The Kolb Defendants would then transmit this false and/or misleading documentation by mail, facsimile and/or email to Legal Service Defendants and/or other Medical Provider Defendants knowing the fraudulent medical documentation would be used or relied upon to initiate or prolong litigation with inflated settlement demands and render additional medical services that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident or did not exist, including surgery.

466. The Kolb Defendants also knowingly profited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Kolb Defendants provided imaging and diagnostic services and received reimbursement for such services. Specifically, Kolb Defendants profited from the increased number of patients that were referred to them in exchange for authoring favorable reports.

(ii) Rand Defendants

467. Since at least 2021, Rand Defendants have been involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme.

468. As part of the Fraud Scheme, Rand Defendants knowingly and intentionally submitted or caused the submission of fraudulent medical documentation either directly or indirectly to Plaintiffs and others for which Rand Defendants were paid that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident or did not exist.

469. As with Kolb Defendants, Rand Defendants engage in the simple, yet lynchpin, activity for the Enterprise to function—intentional MRI misreads—always over-identifying or overstating non-existent or minor findings, falsely painting them as traumatic, and omitting indicia of pre-existing or degenerative conditions.

470. The Rand Defendants would then transmit this false and/or misleading documentation by mail, facsimile and/or email to Legal Service Defendants and/or other Medical Provider Defendants knowing the fraudulent medical documentation would be used or relied upon to initiate or prolong litigation with inflated settlement demands and render additional medical services that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident or did not exist, including surgery.

471. Rand Defendants also knowingly benefited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Rand Defendants provided imaging and diagnostic services and received reimbursement for such services. Specifically, the

Rand Defendants profited from the increased number of patients that were referred to them in exchange for authoring favorable reports.

472. Defendant Boppana, a principal owner of Rand, has been named as a defendant in several fraud and RICO actions. *See Gov. Employees Ins. Co. v. N. Med., P.C.*, 20-cv-1214 (E.D.N.Y. Mar. 3, 2020) (alleging, inter alia, that Boppana paid kickbacks through a company, Science and Art, Inc., as well as over $100,000 through his medical PC, in exchange for the referral of MVA claimants).

473. Losik, a radiologist and employee/principal of Rand, has also been named as a defendant in prior fraud and RICO lawsuits. *See Allstate Ins. Co. v. Radiology of Westchester, P.C.*, 18-cv-2917 (E.D.N.Y. May 16, 2018) (alleging Losik allowed his name and license to be used to fraudulently incorporate a radiology facility); *USAA Gen. Indem. Co. v. Westchester Radiology & Imaging, P.C.*, 20-cv-582 (E.D.N.Y. Feb. 3, 2020) (same); *Allstate Ins. Co. v. Offenbacher M.D. PLLC*, 21-cv-1013 (E.D.N.Y. Feb. 25, 2021) (alleging that Losik incorporated a radiology facility to create the illusion that he was its sole officer, director and shareholder).

474. At all relevant times, Rand operated from 138-48 Elder Avenue, Flushing, New York, the same hub location used by multiple other MRI facilities going back to at least 2002 in connection with a fraudulent incorporation/ownership, billing and kickback scheme that resulted in two criminal convictions, including 37-months of imprisonment for the layperson owner. *See United States v. Katz et al.*, 02-cr-01586, Doc. Nos. 45, 46 (S.D.N.Y. May 10, 2004); *see also Allstate Ins. Co. v. Belt Parkway Imaging, P.C.*, Index No. 600509/03, Doc. No. 315 at pp. 2–3 (N.Y. Cnty. Sup. Ct. Jan. 28, 2011) (finding MRI facilities were fraudulently owned and operated); *Govt. Emp. Ins. Co. v. Star Med. Diagnostic, P.C.*, 2025 US Dist LEXIS 98897, at *3 (E.D.N.Y. May 23, 2025) (holding that complaint adequately pled RICO and other claims where complaint

alleged that such facilities provided medically unnecessary MRIs, submitted "grossly misrepresentative" MRI reports, and improperly billed for services performed by independent contractors); *State Farm Mut. Auto. Ins. Co. v. Rabiner*, 10-cv-365 (E.D.N.Y. 2010).

(iii) Contemporary Diagnostic Defendants

475. As part of the Fraud Scheme, Contemporary Diagnostic Defendants knowingly and intentionally submitted or caused the submission of fraudulent medical documentation either directly or indirectly to Plaintiffs and others for which Contemporary Diagnostic Defendants were paid that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident or did not exist.

476. As with Kolb Defendants and Rand Defendants, Contemporary Diagnostic Defendants engage in the simple, yet lynchpin, activity for the Enterprise to function—intentional MRI misreads—always over-identifying or overstating non-existent or minor findings, falsely painting them as traumatic, and omitting indicia of pre-existing or degenerative conditions.

477. The Contemporary Diagnostic Defendants would then transmit this false and/or misleading documentation by mail, facsimile and/or email to Legal Service Defendants and/or other Medical Provider Defendants knowing the fraudulent medical documentation would be used or relied upon to initiate or prolong litigation with inflated settlement demands and render additional medical services that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident or did not exist, including surgery.

478. Contemporary Diagnostic Defendants also knowingly benefited from the increased number of patients who were referred to them as part of the Fraud Scheme, for whom Contemporary Diagnostic Defendants provided imaging and diagnostic services and received reimbursement for such services. Specifically, Contemporary Diagnostic Defendants profited from

the increased number of patients that were referred to them in exchange for authoring favorable reports.

479. Contemporary Diagnostic Defendants are closely affiliated with a large network of HCPs, alleged to have been fraudulently owned and controlled by laypersons in connection with a large-scale RICO scheme orchestrated by Dr. Leonid Shapiro, Reuven Alon (a/k/a Rob Alon) and Yan Moshe (a/k/a Yan Leviev). *See State Farm Auto. Ins. Co. v. Metro Pain Spec. P.C.*, 21-cv-5523 (E.D.N.Y. Oct. 5, 2021); *Am. Transit Ins. Co. v. Albis*, 2020 N.Y. Slip Op. 31563(U), Index No. 656455/2018 (N.Y. Cnty. Sup. Ct. May 4, 2020); *Travelers Indem. Co. v. Liberty Med. Imaging Assocs.*, No. 08-CV-1248 (E.D.N.Y. Apr. 8, 2009); *State Farm Mut. Auto. Ins. Co. v. CPT Med. Servs.*, No. 07-CV-5589 (E.D.N.Y. July 22, 2008).

480. In *Metro Pain Spec.*, the defendant, Citimedical I PLLC, which was alleged to have been fraudulently owned by defendant Yan Moshe, was alleged to have entered into a contract with Contemporary Diagnostic, whereby Citimedical I PLLC fraudulently billed for MRIs performed by Contemporary Diagnostics, misrepresenting that those MRIs were rendered by Citimedical I PLLC's employees. 21-cv-5523. Though not named here, many of the named defendants in the Moshe RICO actions cited above have been named as RICO defendants in *Union v. Subin, supra*, which alleges a similar scheme to the Fraud Scheme alleged herein.

c. The Surgeon Defendants

481. Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants, Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants are part of a group of surgeons which have functioned as Subin Firm's go-to surgeons.

482. Since at least 2018, NYSI Defendants, Gerling Institute Defendants, Wert PC Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants have been involved in

the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme.

483. Since at least the end of 2019/early 2020, Advanced Ortho Defendants and Mountain Surgery have been involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme.

484. From at least around late 2023 through mid to late 2024, NYNJ Ortho Defendants were involved in the medical treatment of numerous claimants in furtherance of and as a necessary step for the execution of the Fraud Scheme.

485. Katzman controlled and directed the medical services provided to claimants by Advanced Ortho, including evaluating, diagnosing, and performing surgeries (including primarily ACDF (as defined herein)) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the predetermined treatment protocol and Fraud Scheme, virtually all of which were performed at Mountain Surgery.

486. Macagno and De Moura controlled and directed the medical services provided to claimants by NYSI, including evaluating, diagnosing, and performing surgeries (including primarily ACDF) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the fraudulent predetermined treatment protocol and Fraud Scheme.

487. Gerling controlled and directed the medical services provided to claimants by Gerling Institute, including evaluating, diagnosing, and performing surgeries (including primarily lumbar surgeries) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the fraudulent predetermined treatment protocol and Fraud Scheme.

488. Wert controlled and directed the medical services provided to claimants by Wert PC, including evaluating, diagnosing, and performing surgeries (including primarily arthroscopies) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the predetermined treatment protocol and Fraud Scheme.

489. Sherban controlled and directed the medical services provided to claimants by NYNJ Ortho, including evaluating, diagnosing, and performing surgeries (including primarily ACDF and lumbar surgeries) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the predetermined treatment protocol and Fraud Scheme.

490. Rovner controlled and directed the medical services provided to claimants by Rovner PLLC, including evaluating, diagnosing, and performing surgeries (including primarily arthroscopies) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the predetermined treatment protocol and Fraud Scheme.

491. McCulloch controlled and directed the medical services provided to claimants by McCulloch Ortho, including evaluating, diagnosing, and performing surgeries (including primarily arthroscopies) that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accident, but were performed pursuant to the predetermined treatment protocol and Fraud Scheme.

492. As part of the Fraud Scheme, Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants and Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants intentionally submitted or caused the submission of

fraudulent medical documentation by mail, facsimile and/or email to Plaintiffs and others involved in claimants' personal injury lawsuits for authorization and to seek reimbursement, including from one or more Funding Defendants, for medical services that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident.

493. As part of the Fraud Scheme, Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants and Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants provided fraudulent medical documentation by mail, facsimile and/or email to other medical service providers and referred claimants to MRI providers knowing the fraudulent medical documentation would be used or relied upon to render additional medical services that were unnecessary, excessive, unwarranted and/or costly, and not causally related to the alleged accident.

494. As part of the Fraud Scheme, Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants and Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants provided fraudulent medical documentation by mail, facsimile and/or email to Subin Defendants knowing the fraudulent medical documentation would be used to falsely bolster and add value to claimants' personal injury lawsuits and related workers' compensation claims, thereby prolonging litigation and inflating the settlement value of such claims and lawsuits.

495. As part of the Fraud Scheme, Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants and Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants engaged in the use of interstate facilities and interstate travel with intent to promote, carry on, and/or facilitate the promotion or carrying on of specified unlawful activity and did in fact promote, carry on, and/or facilitate same.

496. Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants and Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants knowingly profited from reimbursements and upfront payments from Funding Defendants for the alleged medical and diagnostic rendered by Advanced Ortho Defendants, NYSI Defendants, Gerling Institute Defendants and Wert PC Defendants, NYNJ Ortho Defendants, Rovner PLLC Defendants and McCulloch Ortho Defendants, that were unnecessary, excessive, unwarranted, and/or costly, and not causally related to the alleged accidents, but were rendered in furtherance of and as a necessary step for the execution of the Fraud Scheme.

497. Katzman recently resigned his authorization to treat injured workers and conduct reviews of records regarding variance requests before the NY WCB, effective October 15, 2024. His resignation followed a string of disciplinary actions by medical oversight commissions in several states, including New York, Florida, Michigan, Georgia, Ohio, and California in 2014 and 2023 through 2025 for, among other things, making "deceptive, untrue, or fraudulent representations in an operative report" and in or related to the practice of medicine, and failing to obtain informed consent before performing procedures. Katzman has also paid out over $1.6 million in medical malpractice settlements, including two that resulted in patient deaths in Florida alone. Katzman has also been sued for fraud in connection with alleged unnecessary lumbar fusion, diskectomy and laminectomy and anterior cervical discectomy and fusion ("ACDF") surgeries that he performed on a personal injury plaintiff and is alleged to have misrepresented the need and risks for such surgeries and failing to review and/or comprehend available radiology and treatment records prior to the surgeries, for his own financial benefit. *See Abad v. 620 W 153 Realty, LLC*, Index No. 520767, Doc. No. 174 (Kings Cnty. Sup. Ct., April 14, 2026). As demonstrated herein, Katzman also has direct ties to Subin Firm, Park Firm and Lupi.

498. Gerling Institute Defendants have been performing spinal fusion surgeries on numerous Subin Firm claimants since at least 2018, including two unsuccessful spinal fusion surgeries performed on claimant, Lesly Ortiz ("Ortiz"), a 23-year old who alleged a standing-height trip-and-fall and was revealed to be related to and/or friends with at least seventeen other Subin Firm claimants, all tied to the same Manhattan apartment, who were treated by the same doctors, including several of the Medical Provider Defendants. Ortiz testified in open court on July of 2024 that shortly after she arrived in the United States, she sustained a fall, but "did not think of suing anyone or anything like that," but was referred by her then-uncle (notorious Subin Firm runner, Arnulfo Serrano) to Subin Firm, who then referred her to Gerling. Ortiz further testified, that despite complaining of debilitating pain following her surgeries, Gerling "refuses to see me unless I have a lawyer" and "refuses to give me medication." Ortiz further testified: "Let's suppose that it is fraud between the doctors and the lawyers -- **they can hurt me.** They can do things against me."[17]

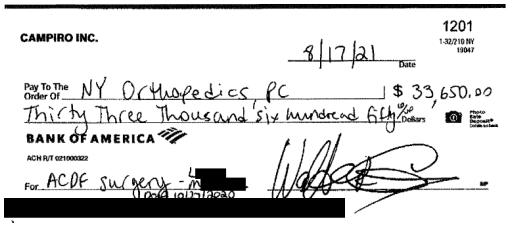
499. Gerling Institute Defendants have a history of engaging in similar schemes to defraud insurers. George Constantine, a now-disbarred personal injury attorney, convicted for his role in a $31 million massive trip-and-fall insurance scheme from 2013 to 2018 and sentenced to prison, invoked the Fifth Amendment privilege when asked if he was familiar with Gerling.

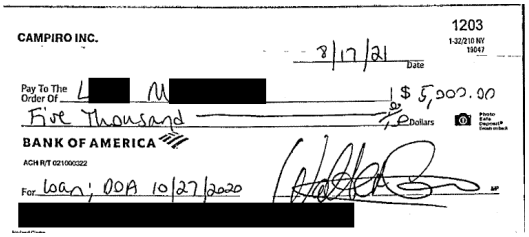
500. In *Gov't Emp. Ins. Co. v. NY Orthopedics*, the plaintiffs-insurers alleged that since at least 2017, the Gerling Institute Defendants, as well as other professional healthcare companies that Gerling owned and controlled and employees thereof, had engaged in a $2.2 million scheme to defraud in violation of RICO by submitting thousands of fraudulent charges for examinations and surgeries that were not provided and/or were medically unnecessary, and were performed

[17] *See* Index. No. 154587/2020, Doc. No. 198 (Aug, 9, 2024).

pursuant to a pre-determined protocol, engaging in unlawful self-referrals, and engaging in unlawful patient brokering scheme with two unlicensed individuals through a series of shell companies, through which the defendants received unlawful compensation in exchange for providing unnecessary, invasive and expensive surgeries, which were designed to "artificially drive up the supposed value of the patients' prospective personal injury settlements." 23-cv-7693, ECF No. 1 (Complaint) (E.D.N.Y. Oct. 16, 2023). One of those unlicensed individuals had previously been sued for a similar scheme to defraud and had invoked his Fifth Amendment privilege against self-incrimination in response to virtually every question posed to him at his deposition in connection therewith, resulting in the court awarding summary judgment to the plaintiffs on their RICO conspiracy and aiding and abetting fraud claims. *Id.* The unlicensed individuals were alleged to have "solicited payments from a series of personal injury attorneys," who then paid the corporate shell entities for putative "advertising services," but which were in fact for "unlawfully 'brokering' automobile accident victims to the personal injury attorneys." *Id.* "Once the patients were referred by [the unlicensed individuals] to the personal injury attorneys, [the unlicensed individuals] would then cause the patients to enter into financial agreements, whereby the patients would receive cash advances against their prospective personal injury case settlements, which were often tied to the patients' unwillingness to undergo invasive, expensive, and medically unnecessary surgeries; and (ii) [two of the shell companies controlled by the unlicensed individuals] would issue payments – using the funds paid to [the purported "advertising" company that they also controlled] by the personal injury attorneys representing the patients – to surgeons [including Gerling] to incentivize those surgeons to perform invasive, expensive, and medically unnecessary surgeries." *Id.* at ¶¶ 96-97. "Gerling knew the surgeries he performed on these patients were invasive, expensive, and medically unnecessary. Therefore,

Gerling entered into an agreement with [the unlicensed individuals and one of their shell companies] whereby: (i) [they], and the various personal injury attorneys would cause patients to be referred to Gerling and [Gerling Institute] for surgical procedures; (ii) [they] would pay Gerling to perform invasive, expensive, and medically unnecessary surgeries; and (iii) in exchange, and as compensation for the referral, Gerling would perform expensive and medically unnecessary surgical procedures." *Id.* at ¶ 98. Among other damning evidence presented in that lawsuit, the plaintiffs-insurers alleged in striking detail, five representative examples of instances where the unlicensed individuals paid Gerling Institute Defendants for cervical discectomy and fusion, and lumbar discectomy surgeries, and included copies of a $33,650.00 check issued by one of the shell companies to the Gerling Institute with "ACDF surgery" written in the subject line, and a $5,000 check to a patient for a purported "loan" as compensation for the ACDF surgery, issued on the same day, as shown below:





Id. at ¶¶ 102-105.

501. More recently, Gerling Institute Defendants were sued for two similar schemes to defraud involving violations of RICO. *See Uber Tech., Inc. v. Wingate, Russotti, Shapiro, Moses & Halperin, LLP*, 25-cv-0522, ECF No. 68 (E.D.N.Y., July 23, 2025) (alleging scheme to defraud whereby law firms recruited personal injury claimants to manufacture claims and undergo medically unnecessary treatment, including chiefly, spinal fusion surgeries, by "directly or indirectly making above-market payments" to, among others, Gerling Institute Defendants, "for the corrupt purpose of inducing false diagnoses, false statements, and false testimony" to

fraudulently inflate the settlement value of those claims); *Union v. Subin, supra*, ECF No. 1 (alleging substantially identical scheme to defraud involving Subin Defendants to the scheme alleged herein).

502. McCulloch Ortho Defendants have been sued multiple times for their involvement in RICO schemes to defraud. *See Am. Transit Ins. Co. v. All City Family Healthcare Inc., et al.*, 24-cv-8606 (E.D.N.Y., Dec. 17, 2024) (alleging participation in fraudulent investor/referral scheme, whereby illegal kickbacks for referrals were disguised as returns on his purported investment in several of ASCs, and fraudulently billed for medically unnecessary procedures); *Roosevelt Road Re, LTD v. Schwitzer, supra*; *Union Mut. Fire Ins. Co. v. Liakas Law, P.C., et al.*, 25-cv-01857 (E.D.N.Y., April 3, 2025); *Roosevelt Road Re, LTD v. Liakas Law, P.C., et al.*, 25-cv-00300 (E.D.N.Y., February 3, 2025).

503. Rovner PLLC Defendants have been sued multiple times for their involvement in RICO schemes to defraud. *See Allstate Ins. Co. v. Dr. Ronald P. Mazza D.C., P.C.*, 16-cv-5946, Doc. No. 76 (E.D.N.Y., April 4, 2017) (alleging, inter alia, that Rovner allowed his name and license to be used to fraudulently incorporate Rovner PLLC); *Gov't Emp. Ins. Co. v. Trnovski*, 16-cv-4662, Doc. No. 75 (E.D.N.Y., July 10, 2018).

504. Wert PC Defendants have also been sued for their involvement in RICO schemes to defraud. *See Union v. Subin, supra.*

E. THE EXEMPLAR CLAIMS

505. Defendants engaged in the Fraud Scheme resulting in hundreds (if not thousands) of fraudulent lawsuits being filed. In furtherance of and as a necessary step for the execution of the Fraud Scheme, Legal Service Defendants represented claimants who, on information and belief, staged accidents and/or claimed injuries that did not exist or were unrelated to alleged

accidents in claims and lawsuits Legal Service Defendants knew or should have known were fraudulent.

506. In many instances, claimants had overlapping addresses, litigation timelines, shared medical provider, and mutual associations including with one or more Runner/Support Defendants, which were actively concealed by Legal Service Defendants in various ways, including by falsifying, redacting and/or omitting non-confidential personal information, such as claimants' full legal names and addresses, from discovery and/or court filings.

507. On information and belief, each of the exemplar Claimants A through I discussed herein, as well as other claimants also at issue herein, were brought into the Fraud Scheme through an illicit, paid-for referral, whereby one or more Runner/Support Defendants and/or others acting on their behalf referred those claimants to one or more Legal Service Defendants and/or Medical Provider Defendants in exchange for kickbacks, financial compensation and/or other consideration. These illicit referrals were made and/or facilitated in furtherance of the Fraud Scheme alleged herein and set in motion the subsequent course of predetermined unnecessary and unwarranted medical treatment, TPLF financing, and related conduct described herein.

508. In each case, Medical Provider Defendants provided unnecessary and/or unwarranted treatment and/or services that was not causally related to the alleged accidents. In several instances, Funding Defendants provided high-interest funding loans to claimants, the proceeds of which were redistributed among Defendants to the detriment of those claimants.

509. The medical treatment of the claimants was carried out deliberately, intentionally, and with the knowledge and agreement of (and orchestrated by) Subin Defendants, following pre-determined protocols that bore no connection to the alleged accidents.

510. For each of the claimants at issue herein, including those discussed below, one or more Subin Defendants, in coordination with Medical Provider Defendants, and/or their agents, servants, employees, and/or others acting on their behalf or under their direction and control, provided by mail and/or by electronic service to the New York State Courts, Plaintiffs, Plaintiffs' defense counsel, all named parties in the personal injury lawsuits, NY WCB, Medical Provider Defendants, and/or others, fraudulent documents containing false or misleading assertions regarding claimants' accidents, the existence of and the extent of claimants' injuries, and/or the necessity of medical treatment that claimants required. The purpose was to falsely bolster and add value to claimants' personal injury lawsuits and related workers' compensation claims, thereby inflating settlement value and ultimately, Defendants' financial gain.

511. The following exemplar claimants represent only a fraction of the participants in the Fraud Scheme between 2018 to present, and a fraction of the dozens of claimants whose claims form the basis of Plaintiffs' damages. Plaintiffs' damages include claims not specifically discussed in this Complaint, including for which Plaintiffs paid settlements and/or judgments as a result of the Fraud Scheme, in addition to defense costs.

i. **Claimant A (Labor Law Claim)**

512. Claimant Freddy Fajardo ("Claimant A"), who was nineteen (19) years old at the time and had only been working for his employer for three days, alleged to have sustained multiple injuries after an unwitnessed trip-and-fall on debris while working at a construction site at West 79th Street, New York, New York on November 24, 2021.

513. Similar to the other claimants discussed herein, Claimant A is Hispanic and, at the time of his purported accident, was not a U.S. Citizen, spoke limited (if any) English and had limited financial means.

514. On information and belief, a few months prior to his accident, Claimant A paid a "coyote" a few thousand dollars to be smuggled into the United States.

515. On information and belief, shortly after arriving in the United States, Claimant A moved in with Erik M. Barrezueta Orellana ("Barrezueta"), another claimant who was represented by Subin Firm in connection with a staged construction accident discussed in a separate RICO action against Barrezueta and Subin Firm, amongst others.[18]

516. On information and belief, Claimant A is also connected to other personal injury claimants represented by the Subin Firm, including Pablo Geremias Saldana-Supliche (Index No. 150104/2023) and Diego Hernan Fajardo (722892/2022), both of whom share multiple social media "friends" with Claimant A and are also at issue herein.

517. Medical records reflect that after retaining Subin Firm, Claimant A's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in two surgeries.

518. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant A to enter into multiple TPLF loans, liens and/or letters of protection, including two TPLF loans with Nexify and Pegasus, in connection with his underlying personal injury claim. On information and belief, one or more of those TPLF loans, liens and/or letters of protection were used to finance at least some of Claimant A's unnecessary and unwarranted medical treatment and/or surgeries alleged in connection with his underlying personal injury claim, notwithstanding that Claimant A had a workers' compensation claim, pursuant to which all of his causally related

[18] *See Cedillo, supra.*

healthcare treatment and surgeries were required to be billed and reimbursed by the workers' compensation carrier.

519. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant A and to provide a means by which those Medical Provider Defendants could obtain reimbursement for treatment and services that were not reimbursable through NY WCL because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through NY WCL.

520. When emergency medical services ("EMS") arrived at the scene, Claimant A complained of pain to his back and right knee but denied losing consciousness. Claimant A was reported to be alert and his mental and neurological status was normal. Swelling was indicated for the right knee, but no further deformities, contusions, abrasions, penetrations, burns, tenderness, lacerations or swelling were found after assessment.

521. By the time he was brought to the ER, Claimant A's complaints expanded to include pain to his neck and left leg, and headaches, but continued to deny any loss of consciousness. Neither the EMS nor ER records indicate that Claimant A hit his head. Claimant A further denied any prior history of trauma.

522. Upon evaluation at the ER, clinical findings noted only tenderness and abrasions to the back. The head was examined and found to be normal and atraumatic. Diagnostic imaging of Claimant A's head, abdomen/pelvis, right shoulder, cervical, thoracic and lumbar spine, and right femur revealed no acute injuries.

523. Claimant A was discharged from the ER approximately five hours after he arrived, with instructions to follow up with an orthopedist at the hospital, which he did not do, and was not prescribed any medication upon discharge.

524. On or before November 29, 2021, Claimant A retained Subin Firm to represent him in connection with his Labor Law claim, as is evidenced by a power of attorney, executed by Claimant A and dated November 29, 2021, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records, which was notarized by DeLeon.

525. At his initial consultation with Subin Firm, Claimant A met with someone named "Jorge" (i.e., Lupi) who held himself out as a paralegal for Subin Firm and informed him that his case could have value, and, thereafter, denied meeting with any attorneys or anyone else at Subin Firm other than "Jorge," despite that Subin Firm represented Claimant A in connection with his general liability claim through February of 2024.

526. The next day, on November 30, 2021, in furtherance of the Fraud Scheme, Villamar Firm certified and filed a C-3 Form, signed by Claimant A, with the NY WCB in connection with Claimant A's purported accident, which further expanded the scope of Claimant A's purported injuries to also include his left shoulder and bilateral wrists/hands, despite no indication of any such complaints of any injuries to EMS or at the ER. In his C-3 Form, Claimant A also reported that he injured his right knee in an MVA approximately two months earlier (in September of 2021), despite having denied any prior trauma at the ER a few days earlier, where he also complained of right knee pain.

527. On information and belief, Claimant A was referred to Villamar Firm, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a

coordinated scheme to fraudulently inflate the value of Claimant A's WC claim and, in turn, his underlying personal injury claim.

528. In furtherance of the Fraud Scheme, Villamar Firm knowingly and intentionally caused to be prepared and transmitted, via the United States mail and/or interstate wires, the above-referenced C-3 Form on behalf of Claimant A, which contained materially false and fraudulent statements, including but not limited to representations that Claimant A sustained injuries to his left shoulder and bilateral wrists/hands, notwithstanding that such injuries were not reported in any contemporaneous records, and Villamar Firm made or caused these representations to be made to deceive the NY WCB and others, including Plaintiffs, to fraudulently inflate the value of the WC claim and, in turn, the underlying personal injury claim.

529. On November 30, 2021, pursuant to the predetermined treatment protocol, Claimant A presented for his first post-hospital treatment at a multidisciplinary clinic located at 59-07 94th Street, Suite E8, Elmhurst, New York (the "59-07 Clinic"), for a physiatry initial consultation by Bayner of Metro Point, where he further expanded the scope and severity of his purported injuries, reporting for the first time that he fell "head first," briefly lost consciousness, and that he also sustained injuries to his head, left knee and right shoulder. Bayner also recorded that Claimant A now complained of neck pain radiating into both shoulders and arms, mid and lower back pain, bilateral sacroiliac joint pain, and radiating pain and numbness in both legs at the ER, despite that neither the EMS nor the ER noted any complaints of radiating pain or numbness.

530. Pursuant to the predetermined treatment protocol, after her initial examination of Claimant A, which consisted of Claimant A's history and a physical and neurological exam, Bayner diagnosed Claimant A with a host of various unwarranted conditions including post-traumatic headaches, cervical spine pain, bilateral cervicobrachial syndrome, thoracic and lumbar sprains,

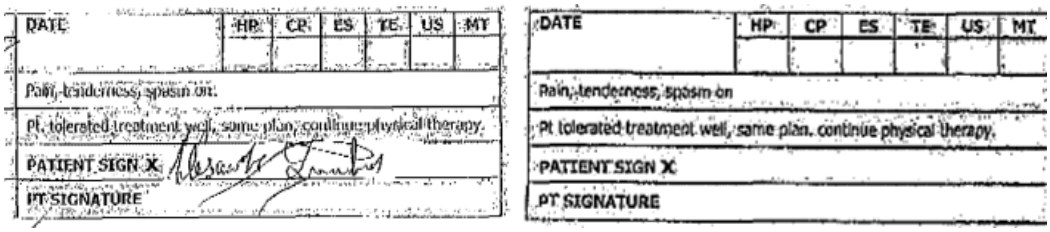
bilateral sacroiliac joint sprains, pain affecting the shoulders, wrists, knees, and left ankle, and myofascial pain syndrome, and then referred Claimant A for a panoply of unnecessary and unwarranted diagnostic testing and treatment modalities, including prescription pain medications and muscle relaxers, physical therapy, acupuncture, trial of K-Laser, FCT (functional capacity training) and algometry, MRIs of the right shoulder and left knee, and also recommended shockwave therapy, trigger point injections and joint injections, including trigger points for the cervical spine which Bayner administered the same day. Though the only diagnostic testing that had been performed at the time was negative and no functional assessment had been performed, Bayner indicated that Claimant A was "totally, 100% disabled."

531. On information and belief, and consistent with the predetermined treatment protocol, Claimant A was referred to the 59-07 Clinic and/or Metro Point Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants, Villamar Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant A's WC claim and, in turn, his underlying personal injury claim.

532. Thereafter, pursuant to the predetermined treatment protocol and at the referral of Bayner, Claimant A continued to receive unnecessary and unwarranted "treatment" at the 59-07 Clinic through the summer of 2023, including physical therapy, acupuncture, seven rounds of "high power laser therapy" ("K-Laser"), 20 trigger point injections (administered at nearly every office visit), and 17 rounds of "radial pressure wave therapy" ("RPW"), administered by Bayner, or others acting under Bayner's direction and control, through Metro Point.

533. Demonstrative of the fraudulent nature of Claimant A's purported treatment and predetermined treatment protocol, Metro Point's physical therapy session progress notes for

Claimant A are virtually identical and contain templated findings and boilerplate narrative language, pre-printed on the forms (specifically, "pain, tenderness, spasm" and "Pt. tolerated treatment well, same plan, continue physical therapy") before any physical therapy occurred, which were unaltered for visits that purportedly occurred. Moreover, Claimant A pre-signed at least one progress note block. *See* e.g.:



Metro Point PT Records

534. On December 8, 2021, pursuant to the predetermined treatment protocol and at the reported referral of Bayner, to create a pretext for further treatment and surgeries, Claimant A underwent unnecessary and unwarranted MRIs of his right shoulder and left knee at Rand, interpreted by Losik, despite that the only conservative care that Claimant A had received with respect to these body parts was, at most, one physical therapy session for the left knee. The MRIs purportedly showed a partial tear of the distal supraspinatus tendon, low lying acromion with impingement of rotator cuff, *i.e.*, an anatomical variant that can cause degeneration, and fluid and joint effusion for the right shoulder; and an intrameniscal tear in the posterior horn of the medial meniscus and joint effusion in the left knee. The WC carrier objected to the bills for both MRIs in their entirety as excessive.

535. The reports for the above MRIs were then forwarded by Metro Point Defendants to Subin Firm on January 11, 2022 to create a pretext for further unnecessary and unwarranted treatment and surgeries.

536. Pursuant to the predetermined treatment protocol, at Claimant A's first follow-up office visit at Metro Point on December 14, 2021, Bayner referred Claimant A for additional unnecessary and unwarranted diagnostic testing and treatment modalities, including MRIs of the cervical and lumbar spine, additional trigger points injections, multiple joint injections and nerve block injections for headaches and EMG/NCV testing, and prescribed migraine medication and topical pain patches.

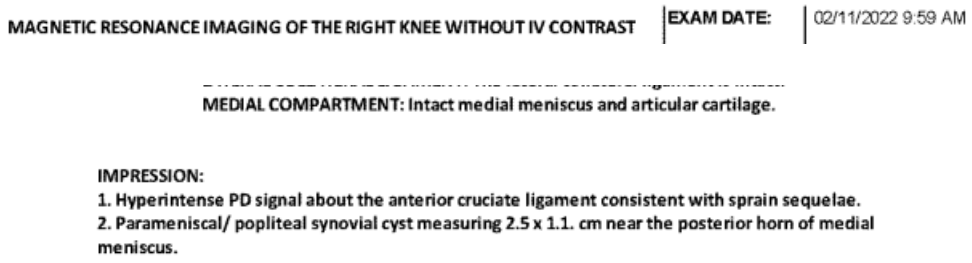
537. In January of 2022, pursuant to the predetermined treatment protocol and at the referral of Bayner, to create a pretext for further unnecessary and unwarranted treatment and surgeries, Claimant A underwent unnecessary and/or unwarranted MRIs of his cervical and lumbar spine at a non-party HCP, which purportedly showed herniations at C5-C7 and L4-S1.

538. At his third follow-up visit at Metro Point on January 28, 2022, Bayner referred Claimant A for further unnecessary and unwarranted diagnostic testing and treatment modalities, including a second MRI of his left knee, later corrected on the order form to indicate the right knee. Though not indicated in Bayner's report or order form, Bayner also apparently referred Claimant A for an unnecessary and unwarranted brain MRI, despite that there were no contemporaneous reports of any head strike and no prior objective findings with respect to Claimant A's brain/head.

539. On February 11, 2022, at the apparent referral of Bayner, Claimant A underwent an MRI of his right knee at a non-party HCP, which purportedly showed a possible sprain and cyst (specifically, "hyperintense PD signal about the anterior cruciate ligament consistent with sprain sequalae" and "parameniscal/popliteal synovial cyst" "near the posterior horn of the medial meniscus").

540. Notwithstanding that there was no evidence of any meniscal tear in his February 11, 2022 right knee MRI that Bayner had just ordered, at his next office visit at Metro Point on

February 25, 2022, Bayner falsely indicated that the February 11, 2022 MRI showed a "medial meniscus tear" of the right knee, which was repeated across Metro Point Defendants' subsequent reports for Claimant A, to provide a justification for right knee arthroscopic surgery.

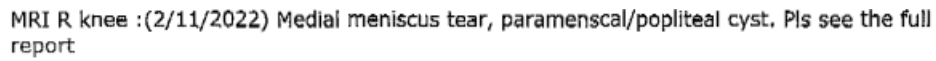


MAGNETIC RESONANCE IMAGING OF THE RIGHT KNEE WITHOUT IV CONTRAST | EXAM DATE: | 02/11/2022 9:59 AM

MEDIAL COMPARTMENT: Intact medial meniscus and articular cartilage.

IMPRESSION:
1. Hyperintense PD signal about the anterior cruciate ligament consistent with sprain sequelae.
2. Parameniscal/ popliteal synovial cyst measuring 2.5 x 1.1. cm near the posterior horn of medial meniscus.

February 11, 2022 MRI Report



MRI R knee :(2/11/2022) Medial meniscus tear, paramenscal/popliteal cyst. Pls see the full report

Metro Point February 25, 2022 Office Visit

541. Ultimately, on August 16, 2022, pursuant to the predetermined treatment protocol and at the apparent referral of Bayner, Claimant A underwent unnecessary and unwarranted right knee arthroscopic surgery to purportedly repair a medial meniscus tear, which was performed at an ambulatory surgical center ("ASC") in Saddle Brook, New Jersey, despite there being no objective indication for such surgery and despite no records showing Claimant A had treated with the surgeon prior to undergoing such surgery.

542. Pursuant to the predetermined treatment protocol and at the apparent referral of Bayner, to create a pretext for further treatment and surgeries, on April 19, 2022 Claimant A underwent an unnecessary and unwarranted second MRI of his right shoulder, performed by a non-party HCP, despite the absence of any documented new symptoms, objective clinical findings or medical necessity warranting repeat imaging. The April 19, 2022 right shoulder MRI reportedly showed only "mild subluxation of the acromioclavicular joint with significant hypertrophy of the

joint capsule" and notably did not show any tears, directly contradicting the December 8, 2021 MRI report of Rand:

IMPRESSION:

1. Partial tear of the distal supraspinatus tendon.
2. Low lying acromion with impingement of rotator cuff, in an appropriate clinical setting.
3. Fluid in the subacromial/subdeltoid bursa suggestive of underlying rotator cuff tears and/or subacromial/subdeltoid bursitis, in an appropriate clinical setting.
4. Joint effusion consistent with recent trauma or synovitis, in an appropriate clinical setting.

Rand December 8, 2021 Right Shoulder MRI

MAGNETIC RESONANCE IMAGING OF RIGHT SHOULDER WITHOUT CONTRAST | EXAM DATE: | 04/19/2022 9:29 AM

ROTATOR CUFF:

SUPRASPINATUS: The supraspinatus tendon maintains intact tendon fibers. No tendon retraction is found. No skeletal muscle atrophy is seen.

INFRASPINATUS: The infraspinatus tendon maintains intact tendon fibers. No tendon retraction is found. No skeletal muscle atrophy is seen.

TERES MINOR: The teres minor tendon maintains intact tendon fibers. No tendon retraction is found. No skeletal muscle atrophy is seen.

SUBSCAPULARIS: The subscapularis tendon maintains intact tendon fibers. No tendon retraction is found. No skeletal muscle atrophy is seen.

SUBACROMIAL/SUBDELTOID BURSA: No fluid in subacromial subdeltoid bursa to suggest bursitis.

SYNOVIUM/JOINT FLUID: No joint effusion or synovial thickening.

IMPRESSION:

Mild subluxation of the acromioclavicular joint with significant hypertrophy of the joint capsule.

AMI April 19, 2022 Right Shoulder MRI

543. Notwithstanding the results of the April 19, 2022 right shoulder MRI, Metro Point's office visit notes falsely attributed these findings to Claimant A's left shoulder, which was repeated across Metro Point's subsequent reports for Claimant A to provide a justification for right shoulder arthroscopic surgery:

MRI R shoulder :(12/8/2021) Partial RCT, bursitis. Pls see the full report
MRI L shoulder :(4/19/2022) mild subluxation of AC joint. Pls see the full report

Metro Point May 10, 2022 Office Visit

544. On September 13, 2023, pursuant to the predetermined treatment protocol and at the reported referral of Bayner, Claimant A presented to Rovner of Rovner PLLC for an initial

evaluation, during which Rovner recommended that Claimant A undergo unnecessary and unwarranted right shoulder surgery.

545. On information and belief, this referral, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than Bayner's independent medical judgment.

546. Two days later, on September 15, 2023, Rovner submitted a request for a variance in connection with the proposed surgery to NY WCB, which was denied by the carrier on September 29, 2023 because the claim or body part/condition was disallowed by NY WCB. Notwithstanding the foregoing, Rovner submitted prior authorization requests on October 3, 2023 for medications in connection with the surgery and ultimately proceeded with the surgery on November 9, 2023.

547. To provide a justification for Claimant A's right shoulder surgery, in Claimant A's initial evaluation report, Rovner: (i) misrepresented diagnostic findings, stating that the MRI of Claimant A's right shoulder was "consistent with partial tear of distal supraspinatus tendon" and showed "rotator cuff tears," while omitting material facts, such as the existence and contradictory findings of the second right shoulder MRI; (ii) falsely stated that Claimant A had "failed all conservative modalities of treatment;" and (iii) falsely stated that Claimant A's symptoms and diagnoses were "directly causally related to the accident within a reasonable degree of medical certainty."

548. On October 9, 2023, after just one visit with Rovner and despite no indication for such surgery in the April 19, 2022 MRI of the right shoulder and the WC carrier's denial of the request for the surgery in its entirety, Claimant A underwent unnecessary and unwarranted right shoulder arthroscopic surgery to "rule out rotator cuff labral tear, impingement syndrome," which

purportedly involved extensive debridement of supraspinatus, subscapularis and anterior labral tears, performed by Rovner at Integrated Specialty in Saddle Brook, New Jersey, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

549. On information and belief, at the time of the right shoulder surgery, Claimant A and Rovner resided in the State of New York, and Claimant A had to travel approximately 27 miles from his residence in Queens, New York for the right shoulder surgery.

550. In travelling (and in causing Claimant A to travel) from New York to New Jersey on October 9, 2023 for the purpose of undergoing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Rovner thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

551. Pursuant to the predetermined treatment protocol, Claimant A underwent unnecessary and unwarranted lumbar and cervical trigger point and epidural injections on March 25, 2022, and April 6, 2022, respectively, performed by non-party HCPs through Metropolitan Medical at an ASC.

552. On information and belief, the referral to Metropolitan Medical, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants or others acting on their behalf, rather than by the independent determination of Claimant A or a licensed HCP.

553. Demonstrative of the fraudulent predetermined treatment protocol, these injections were never mentioned in any of the reports for Claimant A's subsequent visits at Metro Point.

Rather, at Claimant A's next visit at Metro Point on May 10, 2022, Claimant A underwent additional trigger point injections for his neck, without any reference to the prior injections administered by Metropolitan Medical and was recommended to continue the same conservative treatment modalities and follow up in four weeks.

554. On October 10, 2022, pursuant to the predetermined treatment protocol, Claimant A presented to NYSI, where he was seen by surgeon Macagno for his neck and back. In the initial examination report, Macagno stated that Claimant A was "lifting bricks when he tripped and fell backwards," "without loss of consciousness," and that Claimant A complained of neck and back pain that radiated to the bilateral upper and lower extremities with numbness/tingling to "all fingers with associated weakness" and "all toes." Pursuant to the predetermined treatment protocol, at Claimant A's initial evaluation with Macagno on October 10, 2022, Macagno recommended unnecessary and unwarranted cervical and lumbar fusion surgeries, including ACDF surgery at C5-C6 and possibly C6-C7, despite this being Claimant A's first visit with a surgeon for his neck or back.

555. On information and belief, and consistent with the predetermined treatment protocol, Claimant A was referred to NYSI Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants, Villamar Defendants, Metro Point Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant A's WC claim and, in turn, his underlying personal injury claim.

556. On information and belief, this referral, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or

others acting on their behalf, rather than by the independent determination of Claimant A or a licensed HCP.

557. To provide a justification for Claimant A's spinal fusion surgeries, Macagno, through NYSI, falsely stated in the initial evaluation report, that Claimant A: (i) had "tried extensive conservative treatment … without significant improvement;" and had "exhausted conservative treatment," despite that Metro Point was recommending continued conservative care; and was "temporarily totally disabled."

558. On December 21, 2022, in furtherance of the Fraud Scheme, Claimant A presented to Advanced Ortho, where he was seen by surgeon Katzman for his neck. Pursuant to the predetermined treatment protocol, at Claimant A's initial evaluation, Katzman recommended that Claimant A undergo unnecessary and unwarranted cervical spinal fusion surgery (ACDF at C5-C6 and C6-C7), despite that this was Claimant A's first visit with Katzman. In his initial evaluation report, with respect to Claimant A's neck, Katzman reported complaints of "pain with radiculopathy, numbness and tingling, aching and spasms in his shoulder," as well as numbness and tingling of the thumb and index fingers (contradicting Macagno's findings a few months earlier of numbness in all fingers) and decreased range of motion, without recording any measurements, and assessed Claimant A with "neck pain with radiculopathy," despite that Claimant A had not been previously diagnosed with radiculopathy, had not undergone any EMG/NCV testing to confirm radiculopathy, and Claimant A had provided contradictory complaints that were not consistent with cervical radiculopathy.

559. On information and belief, and consistent with the predetermined treatment protocol, Claimant A was referred to Advanced Ortho Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants, Villamar

Defendants, Metro Point Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant A's WC claim and, in turn, his underlying personal injury claim.

560. On information and belief, this referral, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant A or a licensed HCP.

561. Notably, though Metro Point Defendants had repeatedly recommended that Claimant A undergo EMG/NCV testing, Claimant A did not undergo any EMG/NCV testing until after his ACDF surgery. When EMG/NCV testing (for the upper and lower extremities) was ultimately performed on August 4, 2023 by Bayner through Metro Point, it was interpreted as normal and showing no evidence of lumbar or cervical radiculopathy, peripheral neuropathy, or carpal tunnel syndrome.

562. To provide a justification for ACDF surgery: (a) in Claimant A's initial evaluation report, Katzman falsely claimed, *inter alia*: (i) that Claimant A had "exhausted all of his conservative management options for the last year," despite that at Claimant A's most recent visit at Metro Point less than 10 days earlier, Metro Point had recommended continued conservative care, and (ii) that ACDF surgery was "medically necessary and indicated and directly related to the accident on 11/24/2021;" and (b) on Advanced Ortho's health insurance claim form, Katzman, through Advanced Ortho, caused diagnosis codes to be listed indicating that Claimant A had cervical and lumbar radiculopathy notwithstanding Claimant A's contradictory complaints not consistent with radiculopathy.

563. Claimant A did not see anyone from Advanced Ortho again until around March 26, 2023,[19] when, pursuant to the predetermined treatment protocol, Claimant A underwent extensive, unnecessary and unwarranted ACDF surgery, including insertion of biomechanical devices and anterior instrumentation and use of allograft and autograft bones, performed by Katzman of Advanced Ortho at Mountain Surgery, in West Orange, New Jersey, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

564. Mountain Surgery's records indicate that Claimant A was unresponsive to pre-op phone calls made prior to surgery and that there was no way to leave a voicemail. Pre-op phone calls are typically used to assess patients' medical history and eligibility for surgery. Notwithstanding the foregoing, Advanced Ortho Defendants proceeded with the ACDF surgery a few days later.

565. On information and belief, Claimant A did not understand what the ACDF surgery was because no one explained this surgery to him in Spanish.

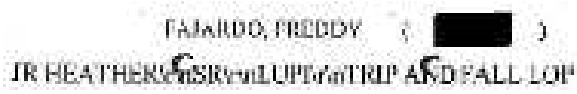
566. On information and belief, at the time of the ACDF surgery, Claimant A and Katzman resided in the States of New York and Florida, respectively, and Claimant A had to travel approximately 36 miles from his residence in Queens, New York to New Jersey for the ACDF surgery.

567. In travelling (and causing Claimant A to travel from) New York to New Jersey on March 26, 2023 for the purpose of undergoing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Katzman thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the

[19] The procedure notes and bills for this surgery contradictorily indicate that it occurred on either March 25, 2023 or March 26, 2023.

promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

568. Katzman did not even attempt to hide the fraud involved. Lupi is listed twice on Claimant A's forms, dated December 21, 2022, in connection with this surgery:



569. On Mountain Surgery's patient intake form that Claimant A presumably filled out, Claimant A indicated that a patient advocate had scheduled his ACDF surgery and that he only spoke and understood Spanish. For his emergency contact, Claimant A listed the name of another Subin Firm plaintiff (Index No. 713586/2022), who, like Claimant A, also resided in Queens, New York and alleged that he sustained serious injuries as a result of an unwitnessed slip and fall at a construction site in New York, New York.

570. At a court hearing on May 16, 2024 on Subin Firm's motion to be relieved as counsel in connection with that plaintiff's lawsuit, counsel for Subin Firm testified that there was "a concern with the referral source that got [Subin Firm] the case" and, at the advice of their ethics counsel, they were "seeking to be relieved from all cases related to this source."

571. According to Advanced Ortho's records, it billed Claimant A $476,775.20 and/or $244,525.20 for the ACDF surgery and improperly billed the physician assistant (CPT Codes 22551AS, 22552AS and 22853AS) at the same rate as the surgeon (Katzman).[20]

572. Advanced Ortho's bill specifically noted that the ACDF surgery was not related to Claimant A's employment (despite that he was alleging a worksite injury), and Subin Firm was referenced on account statements as the insurer, despite that Claimant A's treatment and surgeries

[20] *Compare Fajardo v. The Board of Managers of the Park Belvedere Condo.*, Index No. 703464/2022, Doc Nos. 96 and 98 (Queens Cnty. Sup. Ct.).

should have been billed and reimbursed solely through his WC claim pursuant to NY WCL § 13-f.

573. Prior to the ACDF cervical fusion surgery, Katzman had submitted a request for authorization for the surgery to NY WCB on March 6, 2023, however NY WCB had not approved the surgery as of March 26, 2023, and ultimately denied the request in its entirety after the surgery had already occurred.

574. Before the cervical fusion surgery took place, Advanced Ortho Defendants and Mountain Surgery entered into letters of protection with Claimant A and Subin Firm, executed by Baum on or about February 9, 2023 and written entirely in English, which granted Advanced Ortho and Mountain Surgery a security interest and lien on Claimant A's proceeds, and further provided that Claimant A was "directly" responsible for the entire amount of the medical bills, non-contingent on Claimant A's recovery of any such proceeds. On information and belief, Claimant A, who was illiterate in English, was not informed of the material terms of these letters of protection, including that he would be directly responsible to reimburse Mountain Surgery and Advanced Ortho in full, regardless of any recovery in his personal injury lawsuit.

575. On information and belief, the above-referenced bills (as well as other bills related to the ACDF surgery) were not submitted for reimbursement to Claimant A's workers' compensation carrier, and instead were billed to and reimbursed by one or more of Claimant A's TPLF loans, including with Pegasus and/or Nexify, liens and/or letters of protection, as evidenced by Subin Firm's name as well as a reference to LOP (i.e., letter of protection) on those bills, and the UCC filings for Claimant A's TPLF loans, including Nexify, which was filed on January 24, 2023, less than three weeks prior to the cervical fusion surgery, in contravention of NY WCL.

576. On information and belief, one or more Subin Defendants caused Claimant A to enter into the above-referenced TPLF loans, letters of protection and liens, without adequately informing him of the terms thereof and despite that Claimant A had a pending WC claim, in an attempt to circumvent NY WCL, and because one or more Subin Defendants knew (or should have known) that Claimant A's "treatment" was unnecessary and unwarranted and, thus, not reimbursable under NY WCL.

577. On information and belief, Advanced Ortho Defendants' billing for Claimant A's ACDF surgery was in excess of what any legitimate healthcare provider would bill or what any legitimate insurance company or NY WCB would ever reimburse for such surgery.

578. Moreover, though Claimant A's brain/head MRI was unremarkable, pursuant to the predetermined treatment protocol, Metro Point's physical therapist referred Claimant A to non-party HCP where he was seen for a neuropsychological consultation on October 20, 2022 for a purported concussion and diagnosed with a traumatic brain injury (TBI), despite no indication in contemporaneous EMS or ER records that Claimant A hit his head. Notes from these visits further exaggerated Claimant A's accident and related head injuries to now indicate that he fell "around 16 steps," losing consciousness "for a few minutes," despite Claimant A having indicated that he fell approximately half that distance and prior denials of lost consciousness, as indicated in EMS and ER records.

579. On March 20, 2024, Subin Firm filed a Consent to Change Attorney, dated February 12, 2024, substituting another law firm as counsel of record for Claimant A.

580. On November 19, 2024, despite already filing a consent to change and thus having substituted out as counsel of record for Claimant A, Subin Firm filed an order to show cause seeking to withdraw from the case at the advice of ethics counsel because they did "not believe it

appropriate for it to continue to litigate this matter pursuant to the New York Rules of Professional Conduct."

581. Notably, Subin Firm requested that, if additional details were required, that the court hold an ex parte hearing and allow them to explain the justifications in camera.

582. The Subin Firm's November 19, 2024 request to withdraw was filed just two business days after a RICO complaint was filed in New York federal court against Subin Firm asserting RICO and fraud claims similar to those raised herein.[21] That complaint specifically identified Claimant A's alleged accident, discussed herein, as being "staged."

583. On March 3, 2025, defense counsel filed an affirmation opposing Subin Firm's withdrawal, specifically referencing the Ionian lawsuit as well as the suspicious circumstances surrounding Subin Firm's withdrawal. Defense counsel provided the Court with a spreadsheet identifying more than 120 cases where Subin Firm sought to withdraw as counsel between January and May 2024. In virtually every instance, Subin Firm provided the same basis for withdrawal provided in Claimant A's case.

584. On June 4, 2025, before the Court had ruled on its motion to withdraw, Subin Firm filed yet another Consent to Change Attorney, this time substituting Worley LLC ("Worley") as counsel of record for Claimant A. In an attempt to explain the apparently duplicative filing, Subin Firm claimed the original Consent was filed mistakenly and should have been filed in another lawsuit that they had purportedly withdrawn from relating to a Claimant with the same name as Claimant A (and specifically referenced as under Index No. 712724/2024). However, the other Claimant A lawsuit (Index No. 712724/2024), was not even commenced until June 18, 2024 (well after the February 12, 2024 consent to change attorney was executed) and, thus, no consent to

[21] *See Cedillo, supra*.

change attorney would have been needed for that claimant to change attorneys, thus calling into question the veracity of Subin Firm's proffered explanation.

585. Despite the above suspicious sequence of events and pending motions by defendants to amend their answer to assert counterclaims sounding in fraud, on June 9, 2025, the Supreme Court permitted Subin Firm to withdraw as counsel.

586. On June 13, 2025, less than two weeks after appearing as counsel of record for Claimant A, Worley prepared and executed a Stipulation of Dismissal disposing of all claims in the underlying lawsuit with prejudice.

587. In creating the multitude of falsified reports purporting to support that the continuing and escalating treatment, and ultimately unnecessary ACDF surgery performed on Claimant A, who had no objective signs of acute injury on the date of accident, was plausibly justified, Advanced Ortho Defendants knew or should have known that such records were false and further knew or should have known such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York State Courts and/or other parties to the underlying lawsuit and related workers' compensation claim as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and/or transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

588. In creating the multitude of falsified reports purporting to support that the continuing and escalating treatment and right knee surgery performed on Claimant A, who had no objective signs of acute injury to his right knee contemporaneous with his purported accident, was medically necessary and warranted, Metro Point Defendants knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York

State Courts and/or other parties to the underlying personal injury lawsuit and related WC claim, as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and/or transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

589. In creating the multitude of falsified reports purporting to support that the continuing and escalating treatment and right shoulder surgery performed on Claimant A, who had no objective signs of acute injury to his right shoulder contemporaneous with his purported accident, was medically necessary and warranted, Metro Point Defendants, Rand Defendants, and Rovner knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York State Courts and/or other parties to the underlying personal injury lawsuit and related WC claim, as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and/or transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

590. In creating the multitude of falsified reports purporting to support that the continuing and escalating treatment and ACDF surgery performed on Claimant A, who had no objective signs of acute injury to his cervical spine contemporaneous with his purported accident, was medically necessary and warranted, Metro Point Defendants, Rand Defendants, NYSI Defendants, Advanced Ortho Defendants and Mountain Surgery knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York State Courts and/or other parties to the underlying personal injury lawsuit and related WC claim, as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and/or

transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

591. On February 15, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified, and caused Subin Firm to file, a Verified Complaint on behalf of Claimant A in his underlying personal injury lawsuit, falsely alleging directly, under penalty of perjury and not "upon information and belief," that Claimant A "sustained serious injuries" and "was rendered, sick, sore, lame and disabled" by the events of November 24, 2021, whereafter Claimant A showed no objective signs of any injury.

592. On or about May 22, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm signed, and caused Subin Firm to mail a Bill of Particulars on behalf of Claimant A in his underlying personal injury lawsuit, falsely alleging that Claimant A suffered certain injuries to his cervical spine, lumbosacral spine, bilateral shoulders, bilateral knees and head, including post-concussion syndrome, as a result of the events of November 24, 2021, whereafter Claimant A showed no objective signs of any injury, and that Claimant A "was incapacitated from employment since the date of the accident," despite evidence that Claimant A had resumed working by March of 2022.

593. On or about September 7, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm signed, and caused Subin Firm to mail a Bill of Particulars on behalf of Claimant A in his underlying personal injury lawsuit, falsely alleging that Claimant A suffered certain injuries to his cervical spine, lumbosacral spine, bilateral shoulders, bilateral knees and head, including post-concussion syndrome, and underwent ACDF surgery by Katzman on March 26, 2023, as a result of the events of November 24, 2021, whereafter Claimant A showed no objective signs of any injury, and that Claimant A "was incapacitated from employment since

the date of the accident," despite evidence that Claimant A had resumed work as a barber by March of 2022.

594. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the verified documents mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying WC claim and/or personal injury lawsuit were knowingly false, and mailed in furtherance of and as a necessary step in the Fraud Scheme.

595. In performing the utterly unjustified and/or unrelated ACDF surgery, Advanced Ortho Defendants, in agreement and with the assistance of one or more Subin Defendants, and/or other defendants, including Lupi Defendants, Metro Point Defendants, Rand Defendants and/or NYSI Defendants, engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

596. In performing the utterly unjustified and/or unrelated right shoulder surgery, Rovner, in agreement and with the assistance of Subin Firm, Metro Point Defendants, Rovner PLLC Defendants, and Rand Defendants, engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

ii. **Claimant B (Trip-and-Fall Claim)**

597. Claimant Gina Lombana ("Claimant B"), who was thirty-seven years old at the time, alleged to have sustained multiple injuries after an unwitnessed, standing-height trip-and-fall on a raised sidewalk flag at 4045 Elbertson Street, Queens, New York, on November 27, 2021 at approximately 4 p.m.

598. Claimant B is Hispanic and, at the time of her purported accident, was not a U.S. citizen, spoke limited (if any) English, and had limited financial means. Claimant B testified that she came to the United States a few months prior to her purported accident, in April 2021.

599. Claimant B did not seek or obtain any medical treatment immediately following her purported accident. Medical records reflect that after retaining Subin Firm, Claimant B's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in four surgeries.

600. In the afternoon, on the day after her alleged accident (November 28, 2021), Claimant B presented to the ER, complaining of pain in her right shoulder, right hand, right wrist, right hip, right knee, diffuse back pain, and headaches. Claimant B utilized her Medicaid benefits to pay for her ER visit. At the ER, Claimant B made no complaints of any injuries or pain to her neck and denied any loss of consciousness. Examination revealed that Claimant B was in no apparent distress, some tenderness, but no swelling and normal range of motion. Specifically, Claimant B was observed to have full passive range of motion of her right shoulder and right knee with no effusion. Claimant B's cervical spine was also indicated as "normal range of motion and neck supple." X-rays of Claimant B's right knee and right arm were "unremarkable," and Claimant B was discharged later that same day with instructions to take Tylenol and/or Ibuprofen for pain.

601. On or before November 30, 2021 (three days after her alleged accident), Claimant B retained Subin Firm to represent her in connection with her trip-and-fall claim, as evidenced by a power of attorney, executed by Claimant B and dated November 30, 2021, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain her medical and other records, which was notarized by DeLeon.

602. As discussed above, Claimant B testified at her deposition that her "friend," Claimant C, referred her to Subin Firm, and that she met Lupi at her first meeting at Subin Firm, who told her that he would guarantee medical payments for her treatment.

603. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant B to enter into multiple TPLF loans, liens and/or letters of protection, including at least three TPLF loans with Cartiga, Amedico Funding, EFA and/or Cherokee in connection with her underlying personal injury claim. On information and belief, one or more of those TPLF loans were used to finance all (or nearly all) of Claimant B's unnecessary and unwarranted post-ER treatment and/or surgeries alleged in connection with her underlying personal injury claim, notwithstanding that Claimant B was a Medicaid beneficiary.

604. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, including Baum, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant B and to provide a means by which those Medical Provider Defendants could obtain reimbursement for unnecessary and unwarranted treatment and services that were not reimbursable through Medicaid because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through Medicaid.

605. Claimant B entered into multiple TPLF loans, including with Cartiga, Amedico Funding, EFA and/or Cherokee, pursuant to which she "sold" a portion of her interest in her underlying personal injury claim, to pay for "treatment" and surgeries purportedly related to her November 27, 2021 accident, and, on information and belief, to obtain cash advances to further

incentivize Claimant B's cooperation in the Fraud Scheme, including cash advances issued by Cartiga on or about December 7, 2021 (less than two weeks after the accident and shortly after her first visit at the 40-11 Warren Clinic), June 14, 2022 (approximately two months before Claimant B's August 8, 2022 cervical spine fusion), and September 9, 2022 (approximately one month before Claimant B's October 22, 2023 lumbar spine fusion), as evidenced by Cartiga's public UCC financing statement.

606. As discussed above, when called to testify, Claimant B could not recall signing any TPLF loan with Cartiga or how much money she was advanced. Claimant B also testified that her attorney told her that "I shouldn't pay [the loans back] if we don't win the lawsuit" and that there was no way that she would ever have to personally pay back any of the loans she took out.

607. According to the TPLF Loan with EFA produced in her underlying personal injury lawsuit, executed by Claimant B and Baum in November of 2023 (and shortly after Claimant B's lumbar fusion surgery, Claimant B advanced $262,689.27, which consisted of a $20,000 direct deposit cash advance that purportedly went to Claimant B, $217,615.27 to buyout prior TPLF loans with Cartiga and Amedico Funding, a $9,999 fund transfer processing fee, a $15,000 origination fee, and a $75 mandatory "wire/mailing fee" that EFA charged regardless of how the cash advance was paid, and a per annum interest rate of 59.92%. EFA's TPLF Loan was written entirely in English, despite that Claimant B spoke no English.[22]

608. Despite being told that she would not have to personally pay back any of the loans she took out, on information and belief, one or more Medical Provider Defendants with whom Claimant B purportedly treated would issue invoices and/or liens/letters of protection simultaneously requiring that their bills for services be reimbursed by Claimant B regardless of

[22] *See Lombana, supra*, Doc No. 130 (Queens Cnty. Sup. Ct., Sept. 15, 2025) (TPLF loan records produced in response to subpoena duces tecum to Cherokee).

the outcome of any settlement or verdict that she obtained in connection with her underlying personal injury claim.

609. On December 2, 2021, Claimant B presented for her first post-hospital treatment at a multidisciplinary clinic located at 40-11 Warren Street, in Elmhurst, New York (the "40-11 Warren Clinic") for an initial physical therapy evaluation at non-party JPM Physical Therapy, P.C. ("JPM"). At this visit, Claimant B expanded the scope and severity of her purported injuries, complaining of 7-9/10 pain in her neck, as well as her upper back, mid back, low back, right shoulder, right wrist, and bilateral knees, despite making no complaints of neck pain in the ER. Medical records indicate that bills for Claimant B's treatment at the 40-11 Warren Clinic were submitted under an attorney lien.

610. On December 8, 2021, one day after entering into a TPLF loan with Cartiga, pursuant to the predetermined treatment protocol, Claimant B returned to the 40-11 Warren Clinic for an initial examination at Hasanuzzaman PC, where she was seen by a nurse practitioner and further expanded the scope and severity of her injuries, now reportedly indicating a loss of consciousness, and complaining of pain to her head, neck, entire back, chest, bilateral shoulders, right wrist and hand, left leg and thigh, and right knee. Pursuant to the predetermined treatment protocol, the nurse practitioner referred Claimant B for panoply of unnecessary and unwarranted diagnostic testing and treatment, including MRIs of her brain, bilateral shoulders, and right knee, and referrals to an orthopedic surgeon, neurologist, chiropractor, acupuncturist, pain management, and for a physical therapy evaluation (despite that Claimant B had already purportedly underwent a physical therapy evaluation on December 2, 2021).

611. On information and belief, and consistent with the predetermined treatment protocol, Claimant B was referred to the 40-11 Warren Clinic and/or Hasanuzzaman PC

Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant B's personal injury claim.

612. On December 14, 2021, pursuant to the predetermined treatment protocol and at the apparent referral of Hasanuzzaman, Claimant B returned to the 40-11 Warren Clinic for a chiropractic initial exam with non-party Liberty Park Chiropractic, P.C. ("Liberty Park"). According to the initial exam report, Claimant B complained of neck, mid-back, low back, right shoulder and bilateral knee pain, but reported no loss of consciousness, and was referred for MRIs of her cervical, thoracic and lumbar spine, and chiropractic treatment for 6-8 weeks at 2x per week. Claimant B declined the lumbar spine MRI, indicating that it was her thoracic spine that hurt. Claimant B commenced chiropractic treatment that same day (December 14, 2021) and purportedly underwent a total of 12 chiropractic treatment sessions, with her last treatment on May 26, 2022.

613. Demonstrative of the fraudulent nature of Claimant B's purported treatment at the 59-07 Clinic, all of Claimant B's chiropractic treatment occurred on the same dates that she purportedly also underwent physical therapy, and all of the chiropractic session notes are identical, including trigger points, objective findings and pain levels (all rated 8/10 (i.e., "severe pain")), despite that on many of these dates, her physical therapist progress notes indicated that her pain was "moderate" or "mild."

614. In January and February of 2022, at the apparent referral of Hasanuzzaman and/or other HCPs at the 40-11 Warren Clinic, Claimant B underwent unwarranted MRIs of the cervical, thoracic and lumbar spine, brain, both knees and right shoulder, performed at two non-party HCPs

(Aris Diagnostic Medical, PLLC f/k/a AP Diagnostic Medical and Fast Care Medical Diagnostics, PLLC) and interpreted by, *inter alia*, non-party HCP Simon Ryoo, all three of whom were sued, along with others, months later under RICO for being fraudulently owned and operated in furtherance of a billing and referral fraud scheme, which settled in 2023. *See Allstate Ins. Co. v. Aris Diagnostic Medical, PLLC, et al.*, 22-cv-03120 (E.D.N.Y., May 26, 2022).

615. The cervical spine MRI reportedly showed disc bulges at C2-C3, C4-C5 and C5-C6, and prominent Schmorl's node involving the inferior endplate of C2; the thoracic spine MRI was normal; and the lumbar spine MRI reportedly showed mild levoscoliosis (curvature of the spine), 1 mm posterolisthesis of L4 upon L5 and L5 upon S1, and disc bulges at L4-5 and L5-S1, with broad-based central disc herniation at L5-S1.

616. On January 20, 2022, pursuant to the predetermined treatment protocol and at the apparent referral of Hasanuzzaman, Claimant B returned to the 40-11 Warren Clinic for an initial orthopedic consultation with non-party Christopher Durant, M.D. ("Durant"), this time reporting that she "fell on both her knees." At this visit, the doctor indicated that the results of Claimant B's right knee MRI were still pending. That MRI, performed by a non-party HCP at the referral of Hasanuzzaman on January 19, 2022, purportedly showed a grade III full thickness ACL tear and flap tear involving the posterior horn of the lateral meniscus.

617. On January 25, 2022, pursuant to the predetermined treatment protocol and at the reported referral of Hasanuzzaman, Claimant B presented to Katzman of Advanced Ortho at 535 Fifth Avenue, New York, New York, for an initial orthopedic exam, was recommended cervical facet blocks and was referred for an MRI of her lumbar spine.

618. On information and belief, this referral, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by Hasanuzzaman's independent medical judgment.

619. At the January 25, 2022 visit, Claimant B reportedly complained of 10/10 (worst possible) neck and back pain, despite that Claimant B's physical therapy and chiropractic records from the same date indicated a pain scale of 8/10 for the neck and back.

620. Claimant B was not seen again by Katzman until April 26, 2022, when, pursuant to the predetermined treatment protocol, Katzman referred Claimant B to Kolb Radiology for a second round of unnecessary and unwarranted cervical and thoracic spine MRIs "this time with a 3T magnet," despite the absence of any documented new symptoms, objective clinical findings or medical necessity warranting repeat imaging. At this visit, Claimant B again reportedly complained of 10/10 (worst possible) neck and mid back pain, despite Claimant B's physical therapy and chiropractic records from the same date indicated a pain scale of 7/10 and 8/10, respectively, for the neck and mid back.

621. In connection with Claimant B's September 6, 2022 Supplemental Bill of Particulars served by Subin Firm, Subin Firm attached a single, undated record, on Advanced Ortho letterhead, signed by Katzman in connection with a visit to "discuss surgery options," which referenced "bilateral facet block" by "Dr. K" on May 25, 2022. That record was never produced by Advanced Ortho Defendants to defense counsel or GNY, nor were any other records produced documenting the cervical blocks, which later served as a basis for justifying Claimant B's ACDF surgery in Katzman's subsequent July 7, 2022 visit report.

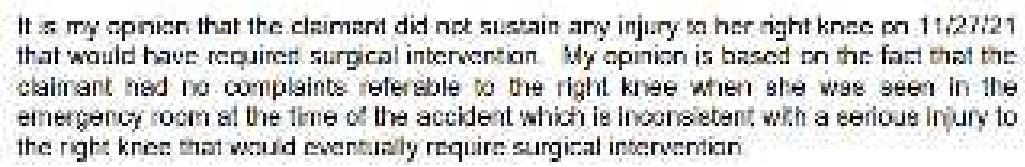
622. According to JPM and Liberty Park's records, on the same date that she purportedly received bilateral cervical facet blocks, presumably at Advanced Ortho's offices at 545 5th Avenue,

New York, New York, Claimant B also underwent physical therapy for her neck, and on the next day (May 26, 2022) underwent both physical therapy and chiropractic treatment for her neck, all of which was purportedly rendered at the 40-11 Warren Clinic in Queens, New York, notwithstanding that it is generally recommended to wait at least 24-48 hours following bilateral cervical facet blocks before undergoing any physical therapy or chiropractic treatment.

623. Claimant B's Supplemental Bill of Particulars dated September 6, 2022, as well as her Bill of Particulars dated June 21, 2022, both of which were served by Subin Firm, were not signed by the Subin, as required by 22 NYCRR § 130-1.1a(b), and were not verified by Subin Firm or Claimant B, as required by the CPLR.

624. On May 27, 2022, after only two treatment visits with an orthopedist for her right knee and after Claimant B reportedly refused steroid injections due to side effects, Durant performed right knee arthroscopic surgery on Claimant B at an ASC.

625. The IME expert in the underlying personal injury lawsuit who reviewed Claimant B's right knee injury and surgery concluded that she "did not sustain any injury to her right knee on 11/27/21 that would require surgical intervention":


It is my opinion that the claimant did not sustain any injury to her right knee on 11/27/21 that would have required surgical intervention. My opinion is based on the fact that the claimant had no complaints referable to the right knee when she was seen in the emergency room at the time of the accident which is inconsistent with a serious injury to the right knee that would eventually require surgical intervention.

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626. On June 29, 2022, pursuant to the predetermined treatment protocol and at the referral of Katzman, Claimant B underwent unnecessary and unwarranted cervical and thoracic MRIs at Kolb Radiology, which, contrary to the MRIs performed by the non-party HCP a few months earlier, purportedly showed C4-5 and C5-6 shallow posterior disc herniations impinging the thecal sac with narrowing of the neural foramina bilaterally, and a disc bulge at T8-9, impinging

upon the thecal sac. The MRI reports were thereafter transmitted to Katzman, thereby creating a pretext for further medical treatment and surgery, and, thus, inflating the value of the claim. Kolb Radiology's MRI reports were conspicuously and purposefully devoid of any mention of chronic and degenerative injuries.

627. At her third visit with Katzman on July 7, 2022, now armed with the Kolb Radiology MRIs, Katzman recommended extensive, unnecessary and unwarranted cervical spinal fusion surgery with implants (specifically, ACDF at C4-5 and C5-6, with biomechanical device, anterior instrumentation, and use of autograft and allograft), despite there being no objective indication for such surgery. At this visit, Claimant B reportedly complained of 9/10 neck pain, despite that Claimant B's physical therapy records from the same date indicated a pain scale of 5/10 for the neck.

628. In his July 7, 2022 report, to provide a justification for ACDF surgery, Katzman falsely claimed: (i) that Claimant B's neck pain had "progressed" and "worsened," despite that Claimant B's physical therapy and other records demonstrated a marked decrease in pain in the months leading up to the surgery; and (ii) that Claimant B's purported cervical injuries were "permanent," "directly related to the 11/26/2021 accident" and that extensive cervical fusion surgery was "medically necessary and indicated," despite that the earlier MRIs performed by the non-party HCP revealed no acute traumatic pathology or other objective findings clearly commensurate with the proposed surgery. Katzman further referenced the cervical blocks that purportedly occurred on May 25, 2022 and noted that Claimant indicated "she does not want anymore … and would like to have surgical correction of her problem."

629. Moreover, to provide a justification for ACDF surgery, and notwithstanding a significant, sustained reduction in Claimant B's reported pain following the purported bilateral

cervical facet blocks and no indication of any adverse effects, Katzman further indicated, without any further explanation, that Claimant B "does not want any more" blocks.

630. On August 8, 2022, Claimant B underwent extensive, unnecessary and unwarranted cervical spinal fusion surgery (specifically, ACDF with anterior instrumentation and insertion of biomedical devices at C4-5 and C5-6 and use of allograft bones), performed by Katzman at Mountain Surgery in West Orange, New Jersey, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

631. As discussed above, Claimant B listed Claimant C as her emergency contact for this surgery, and her insurer was listed as "Subin & Associates (Jorge Lupi)." Claimant B further indicated in her pre-op call and intake forms that she only spoke Spanish and had no family members in the United States. Notwithstanding the foregoing, all of the forms that Claimant B was required to complete and/or sign in connection with her surgeries at Mountain Surgery were written entirely in English.

632. On information and belief, at the time of the cervical fusion surgery, Katzman resided in the State of New York, and Claimant B had to travel approximately 35 miles from her residence in Queens, New York for cervical fusion surgery.

633. In travelling (and in causing Claimant B to travel) from New York to New Jersey on August 8, 2022 for the purpose of undergoing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Katzman thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

634. According to Mountain Surgery's records, it billed Claimant B $228,257.28 for the August 8, 2022 surgery.

635. On information and belief, Mountain Surgery's $228,257.28 bill was reimbursed, either in whole or in part, through one or more of Claimant B's TPLF loans with Cartiga, Amedico Funding, EFA and/or Cherokee, despite that Claimant B was a Medicaid beneficiary, as evidenced by "Subin & Associates (Jorge Lupi)" on Mountain Surgery's records.

636. All three experts that conducted IMEs in Claimant B's underlying personal injury lawsuit regarding her neck injuries, concluded that her neck injuries (if any) were not causally related to her accident, but instead were entirely degenerative, mild, chronic, and/or age-related conditions, and also that the cervical spinal fusion surgery that Katzman performed was medically unnecessary:

> Relative to the cervical spine, post-incident imaging studies including cervical spine MRI scan dated 1/4/2022 revealed multilevel disc bulges without evidence of herniated disc, spinal stenosis or any neural impingement. These imaging findings are pre-existing in nature, degenerative in origin, mild, chronic, age-related structural changes that are unrelated to the subject incident sustained on 11/27/2021. As a result, there is no direct association to the subject incident sustained on 11/27/2021 to the need for cervical spine fusion surgery. Additionally, the lack of neural compression on the pre-operative cervical MRI scan calls into question the merit and validity of the cervical spine fusion surgery.

Feb. 21, 2025 Expert Report of Dr. John Bendo

> The claimant underwent cervical spine surgery for bulging discs at C4/5 and C5/6, with no acute disc herniations. Based on the images I reviewed, there was minimal or no indication to perform the surgery at C4/5 and C5/6 by Dr. Scott Katzman.

Sept. 7, 2023 Expert Report of Dr. Ira Chernoff

> causally related to the accident. It is my opinion that the claimant did not sustain any injury to her neck on 11/27/21 that would have required surgical intervention. My opinion is based on the fact that the MRI of the cervical spine that was done following the accident revealed no evidence of a causally related injury to the cervical spine that would have required surgery.

June 28, 2023 Expert Report of Dr. Edward Toriello

637. Claimant B returned to Advanced Ortho for her first post-cervical spinal fusion surgery visit with Katzman on August 30, 2022. In his visit report, Katzman wrongly indicated

that the ACDF surgery that he performed only four weeks earlier had occurred on May 8, 2022, and that Claimant B had "adequate range of motion" in her lumbar spine.

638. Claimant B returned to Advanced Ortho on three more occasions, September 13, 2022, February 9, 2023 and March 28, 2023, during which she reportedly complained of mid back pain and according to non-contemporaneous notes, underwent thoracic spine injections on an unspecified date which provided temporary relief, though, no contemporaneous records were produced to defense counsel or GNY documenting these injections.

639. Other than her first visit with Katzman on January 25, 2022, Advanced Ortho's records do not mention any low back pain until over 19 months later (on September 6, 2023). At her September 6, 2023 visit with Katzman, Claimant B's low back pain was rated at 9/10, and she was noted to have tenderness, spasm, decreased flexion, and positive radiculopathy, despite that Katzman's August 30, 2022 visit notes had indicated that her lumbar spine had "adequate range of motion" and physical therapy records from September 9, 2022 rated Claimant B's low back pain as a 5/10. Katzman referred Claimant B to a non-party HCP for an "updated MRI" of her lumbar spine and noted that she "may require surgical correction because her pain is a great [sic]."

640. On September 14, 2023, at the apparent referral of Katzman, Claimant B underwent second lumbar and cervical spine MRIs at a non-party HCP, which unlike the first lumbar spine MRI, purportedly showed disc herniations at both L4-L5 and L5-S1, with annular tears contacting the nerve roots, and a disc herniation at C6-C7.

641. By the time of her next appointment with Katzman on September 20, 2023, Claimant B reportedly had "10/10" "severe low back pain" that was "sharp, miserable, incapacitating and…constant," and Katzman recommended extensive lumbar surgery with implants (right-sided L4-5 and L5-S1 laminectomy, foraminotomy, partial facetectomy and

discectomy at L4-5 and L5-S1 levels, transforaminal lumbar interbody fusion, pedicle screws and bone grafting, and possible posterolateral fusion with surgery).

642. In order to provide a justification for the lumbar surgery, Katzman falsely claimed that the proposed lumbar spinal fusion surgery was "medically necessary and indicated" and appeared to be related to Claimant B's November 2021 accident, notwithstanding the relatively limited objective findings of the earlier lumbar spine MRI; that Advanced Ortho Defendants' visit notes indicate that Claimant B had only complained to Katzman of low back pain on two isolated occasions (and made no such complaints between January 25, 2022 and September 6, 2023); that Advanced Ortho Defendants had documented "adequate range of motion" of Claimant B's lumbar spine on August 30, 2022; that Claimant B had not undergone or even been recommended for any injections to her lumbar spine despite reported relief and no adverse effects from past spine injections; and further that Claimant B had initially declined to undergo a lumbar spine MRI.

643. An IME of Claimant B in her underlying personal injury lawsuit on June 27, 2023, revealed "full pain free range of motion" and an otherwise normal lumbar spine, and that Claimant B had ceased all conservative care (chiropractic and physical therapy) over a year earlier.

> LUMBOSACRAL SPINE: Examination of the lumbosacral spine reveals full pain free range of motion as follows: Flexion of 60 degrees (normal is 60-75 degrees), extension of 25 degrees (normal is 25-30 degrees), bilateral lateral bending of 25 degrees (normal is 25-35 degrees). There was no paralumbar muscle spasm and no CVA tenderness. Deep tendon reflexes were bilaterally symmetrical in the lower extremities. Straight leg raising was bilaterally full and pain free. Vascular examination of the lower extremities was within normal limits. There were no motor or sensory deficits in the lower extremities. Ambulation is independent and normal and there was normal heel and toe gait. There was no muscle atrophy of the lower extremity muscles.

Expert Report of Dr. Edward Toriello

644. Though none of Katzman's prior treatment visit notes mentioned any complaints regarding the tailbone (coccyx) or referrals for any diagnostic studies of the sacrum or coccyx, on

September 22, 2023, at the apparent referral Katzman, Claimant B underwent an x-ray of her sacrum and coccyx at a non-party HCP which found "no gross fracture" and was otherwise normal.

645. At her next visit with Katzman on October 11, 2023, at which Claimant B presented for the purpose of "answering additional questions regarding her upcoming [lumbar spinal fusion surgery], Katzman, for the first time, noted tenderness over the tailbone and assessed Claimant B as having "coccydynia" (tailbone pain).

646. On October 23, 2023, pursuant to the predetermined treatment protocol, Katzman performed L4-5 and L5-S1 laminectomies, foraminotomies, complete facetectomies, discectomies, and fusions complete with the insertion of hardware on Claimant B's lumbar spine at Mountain Surgery in West Orange, New Jersey, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

647. On information and belief, at the time of the lumbar fusion surgery, Claimant B and Katzman resided in the State of New York.

648. On information and belief, Claimant B had to travel approximately 35 miles from her residence in Queens, New York, for this surgery.

649. In travelling (and in causing Claimant B to travel) from New York to New Jersey on October 23, 2023 for the purpose of undergoing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Katzman thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

650. According to its records, Advanced Ortho billed Claimant B **$680,775.20 for this surgery**, billing the same rate under several CPT codes for his physician assistant (identified in the billing records as SHARM) as Katzman (identified in the billing records as SK).

651. According to its records, Mountain Surgery also billed Claimant B **$374,236.68 for this surgery**, billing different amounts under several of the same CPT codes also billed under Advanced Ortho, as well as for the implants and/or other equipment used in connection with the surgery.

652. On information and belief, all or a part of Advanced Ortho Defendants and Mountain Surgery's above bills were reimbursed through one or more of Claimant B's TPLF loans including with Cartiga, Amedico Funding, EFA and/or Cherokee, despite that Claimant B was a Medicaid beneficiary.

653. On information and belief, Advanced Ortho and Mountain Surgery's bills, which together totaled more than $1 million, were in excess of what any legitimate healthcare providers would bill (or what Medicaid or any legitimate health insurance company would ever reimburse) for Claimant B's October 23, 2023 surgery.

654. The two IME experts who reviewed Claimant B's lumbar spinal fusion surgery in connection with her underlying personal injury lawsuit concluded that Claimant B's injuries were pre-existing, degenerative and/or unrelated to the subject accident, and that her lumbar spinal fusion surgery was medically unnecessary:

> Relative to the lumbar spine, post-incident imaging studies including lumbar spine MRI scans dated 2/1/2022 and 9/14/2023, and lumbar spine x-rays dated 9/22/2023 revealed multilevel degenerative disc disease, disc bulges, facet osteoarthritis, with borderline stenosis L4-S1, L5-S1. These imaging findings are pre-existing in nature, degenerative in origin, mild, age-related structural changes that are unrelated to the subject incident sustained on 11/27/2021. As a result, there is no direct association to the subject incident sustained on 11/27/2021 to the need for lumbar spine fusion surgery. The last CT scan performed on 7/23/2024, indicated the possibility of pseudoarthrosis of the L4-S1 fusion.

Expert Report of Dr. John Bendo

In reference to the lumbar spine, MRIs of the lumbar spine, which I personally reviewed, showed spinal stenosis with bulging discs L4/5 and L5/S1 with facet joint hypertrophy and degenerative changes. Noted, since my initial report on September 7, 2023, was that the claimant underwent lumbar spinal surgery at L4/5 and L5/S1 with intradiscal cages and pedicle screw instrumentation, right-sided only, with medial

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or no indications, since bulging discs are a normal finding. The lumbar spine surgery was performed for arthritis of the lumbar spine. Noted was medial placement of the screws at L4/5 and S1 on the right with unilateral rod placement and screw placement through the facet at L3/4 on the right.

Addendum Expert Report of Dr. Ira Chernoff

655. On information and belief, Kolb Defendants and Advanced Ortho Defendants omitted the degenerative, chronic and pre-existing nature of the conditions of Claimant B's spine, which otherwise would have demonstrated that her conditions were not causally related to her purported accident, in order to provide a false justification for invasive and unwarranted treatment, including surgery, and fraudulently inflate the value her claim.

656. At Claimant B's first lumbar surgery follow-up visit with Advanced Ortho on November 11, 2023, Claimant B was not seen by her surgeon (Katzman) but instead was seen by another doctor who noted that she had "very minimal low back discomfort" and did not mention anything regarding her tailbone or coccyx.

657. At Claimant B's next visit with Advanced Ortho, December 6, 2023, she was seen by Katzman who now stated, for the first time, that Claimant B "injured her back and coccyx" after having an accident and falling "back in January" (as noted above, Claimant B's trip-and-fall accident purportedly occurred on November 27, 2021, and not in January). Katzman noted that Claimant B "still" had coccyx pain, which was described as "terrible" and 10/10, and indicated that Claimant B was now going to require extensive "coccygectomy" (i.e., removal of the

tailbone). Katzman further noted that "an x-ray of the tailbone did not show any displaced fracture," but nevertheless, referred her for "coccyx dynamic x-rays."

658. At the December 6, 2023 visit, Katzman incredibly and falsely claimed that Claimant B's coccyx "certainly was injured at the original time on 01/24/2022 [not the purported accident date of November 27, 2021], she was landed on her tailbone and it has been problematic ever since and she has mentioned this to me on almost every visit," despite that in Advanced Ortho Defendants' records for 12 prior office visits, the coccyx/tailbone is only mentioned once. Katzman also incredibly and falsely claimed that the purported coccyx injury was "permanent" and "directly related to the accident of 01/24/2022." From this point onward, Katzman would refer to Claimant B's slip and fall accident as occurring on January 24, 2022 (one day prior to her initial visit with him).

659. Either Claimant B sustained injuries in connection with an accident on January 24, 2022 that the Advanced Ortho Defendants and Subin Firm would then falsely claim were causally related to her purported November 27, 2021 accident and/or Katzman's records are grossly inaccurate and, thus, entirely unreliable.

660. On December 12, 2023, at the referral of Katzman, Claimant B underwent a second x-ray of her sacrum and coccyx, performed at a non-party HCP that once again found "no gross fracture" and was otherwise normal.

661. At the next visit, on December 27, 2023, Katzman indicated that Claimant B was going to start physical therapy now. On information and belief, following this visit, Claimant B only attended one physical therapy session on January 8, 2024, at which Claimant B reported "feeling much better today" and was assessed as tolerating "the maximum level," and never underwent any physical therapy evaluations or re-evaluations.

662. On January 2, 2024, at the referral of Katzman, Claimant B underwent a third x-ray of her sacrum and coccyx, performed at a non-party HCP that once again found "no gross fracture" and was otherwise normal.

663. At the next visit, on January 17, 2024, though Claimant B had undergone three normal x-rays of her sacrum and coccyx at the referral Katzman, Katzman claimed that "the quality of the imaging on the x-rays is poor" and incredibly claimed that a "fracture does appear to be at the tip of the tailbone around the C1-C2 area and it does appear to be anteriorly displaced and fractured," despite no indication of any such fractures in any of the diagnostic imaging, and further indicated that he "would like to get better imaging studies," including another x-ray and an MRI. Katzman also incredibly indicated that Claimant B's coccyx pain was "ridiculous" and "11/10" and falsely claimed that surgery was "medically necessary."

664. On January 29, 2024, at the referral of Katzman, Claimant B underwent a fourth x-ray and also an MRI of her sacrum and coccyx at a non-party HCP, both of which were unremarkable other than noting degenerative changes (specifically "mild bilateral sacroiliac joint degeneration"). The MRI also showed "symmetric enlargement of both gluteus maximus muscles despite moderate fatty muscular atrophy," "ovoid nodular soft tissue lesions within the gluteus maximus muscle bilaterally," "findings likely reflect the sequelae of prior aesthetic surgery/procedure."

665. Incredibly, at her next visit on February 8, 2024, Katzman left a blank space regarding the results of her coccyx study, but nevertheless, indicated that Claimant B was now "scheduled to have a coccygectomy" as well as a right sacroiliac joint injection at the same time.

666. In the report for her next visit on February 28, 2024, to provide a justification for surgery, Katzman incredibly and falsely claimed that Claimant B "had a coccyx fracture," despite

four x-rays and one MRI, all of which he had ordered, that did not show any fractures and were entirely normal other than minor degenerative/non-causally related changes. Katzman recommended coccygectomy, followed by an "EMG/NCV of the upper extremities," and that Claimant B may need a second ACDF surgery "at the C6-C7 level versus a posterior fusion."

667. On May 20, 2024, pursuant to the predetermined treatment protocol, Katzman performed a complete coccygectomy of Claimant B at Mountain Surgery in West Orange, New Jersey, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

668. On information and belief, at the time of the coccygectomy surgery, Claimant B and Katzman resided in the State of New York.

669. On information and belief, Claimant B had to travel approximately 35 miles from her residence in Queens, New York to New Jersey, for this surgery.

670. In travelling (and in causing Claimant B to travel) from New York to New Jersey on May 20, 2024 for the purpose of undergoing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Katzman thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

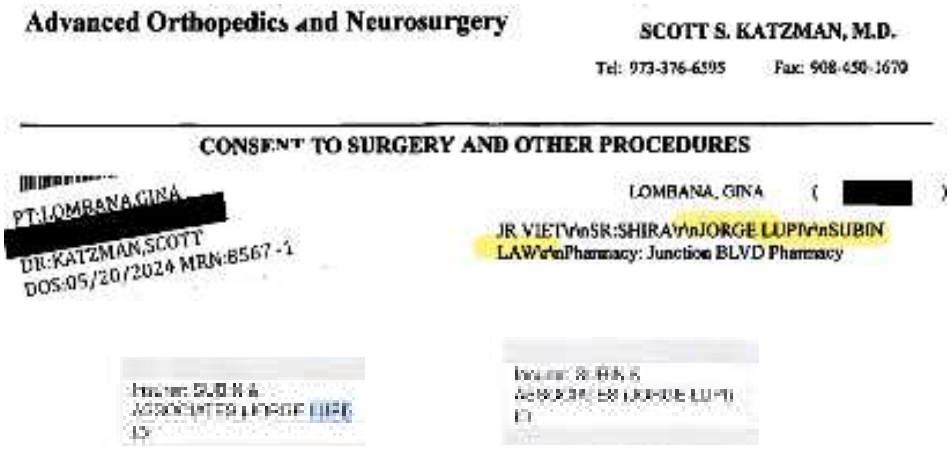
671. In Katzman's operative report relating to Claimant B's May 20, 2024 complete coccygectomy, to provide a false justification for surgery, Katzman falsely documented preoperative diagnoses of "coccyx fracture" and "severe coccygodynia," despite the absence of objective clinical or radiographic findings sufficient to medically substantiate those diagnoses.

672. The IME expert in Claimant B's underlying personal injury lawsuit who reviewed the coccyx injury and surgery gave an unqualified opinion that there was no evidence of a fracture to Claimant B's coccyx, or any indication for such an extensive surgery:

> Relative to the coccyx and sacrum, post-incident imaging studies including x-rays of the sacrum and coccyx dated 9/22/2023, 12/12/2024, 1/2/2024, 1/29/2024, and MRI scan of the sacrum and coccyx dated 1/29/2024, revealed that both the sacrum and coccyx were essentially within normal limits. As a result, there was no direct association to the subject incident sustained on 11/27/2021 to the need for coccygectomy. Dr. Katzman's office notes and operative reports indicate that there was evidence of a coccyx fracture with non-union. None of the pre-operative imaging studies indicated this, thereby calling into question the merit and validity of the coccygectomy.

Expert Report of Dr. John Bendo

673. Advanced Ortho Defendants did not even attempt to hide the fraud involved, and listed Lupi, along with Subin Firm, on Claimant B's forms for all three of her surgeries at Mountain Surgery:


Advanced Orthopedics and Neurosurgery

SCOTT S. KATZMAN, M.D.

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CONSENT TO SURGERY AND OTHER PROCEDURES

PT:LOMBANA,GINA [redacted]

DR:KATZMAN,SCOTT

DOS:05/20/2024 MRN:8567 -1

LOMBANA, GINA ([redacted])

JR VIETV\n5R:SHIRA\r\nJORGE LUPI\r\nSUBIN LAW\r\nPharmacy: Junction BLVD Pharmacy

674. On March 20, 2024, Subin Firm filed a Consent to Change attorney, substituting Pianko Law Group PLLC ("Pianko Firm") as Claimant B's counsel for her trip-and-fall lawsuit.

675. Via stipulation, dated February 3, 2025, Pianko Firm withdrew Claimant B's claims relating to her coccyx, including the May 20, 2024 surgery.

676. According to court filings, in March 2025, Pianko Firm made a $6.5 million demand in the trial scheduling part of the N.Y. Supreme Court in Queens County for Claimant B's trip-and-fall lawsuit.

677. Two weeks later, on April 2, 2025, Pianko Firm filed an Order to Show Cause to withdraw as B's counsel based upon a purported "breakdown in communication and disagreement over litigation strategy."

678. This sequence of events, in which trial counsel initiated an abrupt withdrawal following such an aggressive monetary demand, is highly unusual.

679. On July 25, 2025, Worley filed a Consent to Change Attorney substituting in as counsel for Claimant B. Three days later, after conducting a hearing at which Claimant B testified, the Court signed an order permitting Pianko Firm to withdraw.

680. In creating the multitude of false or misleading reports purporting to support that the ACDF, lumbar spine, and complete coccygectomy surgeries performed on Claimant B, who had no objective signs of acute injury on date of accident, were medically necessary, Advanced Ortho Defendants knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

681. In creating the multitude of false or misleading reports purporting to support that the surgeries, injections and treatment performed on Claimant B, who had no objective signs of acute injury on date of accident, was plausibly justified, Kolb Defendants, Hasanuzzaman PC Defendants and Mountain Surgery knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to

the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

682. On March 16, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, May of Subin Firm verified and filed a Verified Complaint on behalf of Claimant B alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant B was "caused to sustain serious, harmful, permanent injuries," as well as "great bodily injuries and pain, shock, [and] mental anguish]" by the events of November 27, 2021, whereafter Claimant B showed no objective sign of any acute injury.

683. On or about June 21, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed the Bill of Particulars on behalf of Claimant B alleging that Claimant B suffered injuries to her cervical spine, lumbosacral spine, bilateral knees, and right shoulder, as a result of the events of November 27, 2021, whereafter Claimant B showed no objective sign of any acute injury.

684. On or about September 6, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed a Supplemental Bill of Particulars on behalf of Claimant B alleging that Claimant B underwent the aforementioned cervical spine surgery on August 8, 2022, performed by Katzman, as a result of the events of November 27, 2021, whereafter Claimant B showed no objective sign of any acute injury.

685. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to

the underlying lawsuit were knowingly false, and mailed in furtherance of and as a necessary step in the Fraud Scheme.

686. In performing three utterly unjustified and/or unrelated surgeries, Advanced Ortho Defendants, in agreement and with the assistance of Subin Firm, Kolb Defendants and Hasanuzzaman PC Defendants, engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

687. Claimant B's lawsuit remains pending and GNY continues to incur damages.

iii. **Claimant C (Trip-and-Fall Claim)**

688. Claimant Sixto Delgado ("Claimant C"), who was thirty-one years old at the time, alleged to have sustained multiple injuries after an unwitnessed, standing-height trip-and-fall on a raised sidewalk flag at 50-05 43rd Avenue in Queens, New York, on November 9, 2021.

689. Claimant C is Hispanic and, at the time of his purported accident, was not a U.S. citizen, spoke limited (if any) English and had limited financial means.

690. Claimant C's trip-and-fall "accident" occurred less than three weeks before the trip-and-fall accident of his "friend," Claimant B, whom he referred to Lupi and/or Subin Firm, and one day after the trip-and-fall accident of his close associate/relative, Claimant G. All three accidents were unwitnessed standing-height trip-and-falls on strikingly similar raised sidewalk flags located in Queens, New York.

691. Claimant C resided at the same address as Claimant G and claimant, Zoila E. Obregon Delgado ("Z. Delgado"), who is/was the wife of Claimant C and former wife of Claimant G, was also represented by Subin Firm in connection with a purported standing-height trip-and-fall on a sidewalk at 51-15 Van Kleek Street, Queens New York, on October 25, 2022, according

to UCC filings, took out a related TPLF loan with Nexify in connection with her trip-and-fall accident, and received purported treatment/surgeries at many of the same HCPs sued herein, including All Boro Non-Parties, Kolb Defendants, Wert PC Defendants and Rovner PLLC Defendants.

692. As noted above, Claimant C was also listed as a "witness" by Subin Firm for another Claimant (Rodas) who alleged a standing-height trip-and-fall on June 21, 2022 at 89-20 55th Avenue, Queens, New York

693. On information and belief, Claimant C also resided with and/or was otherwise closely associated with Claimant Carlos Alberto Ramon Veliz ("Veliz)), who was initially represented by Subin Firm in connection with an alleged unwitnessed, standing-height trip-and fall on a raised sidewalk flag at 35-27 81st Street, Queens, New York on May 15, 2023, and, according to UCC filings, took out a TPLF loan with Pegasus.

694. Veliz was identified in Insurance Services Office ("ISO") reports as a passenger in a vehicle operated by Claimant C that was involved in a motor vehicle accident ("MVA") with a commercial vehicle on July 29, 2024, in Brooklyn, New York. Claimant C subsequently commenced a lawsuit arising from that MVA, under Index No. 713870/2025, in which the Park Defendants appeared as his counsel. In that action, Claimant C alleges that he sustained serious injuries requiring three surgeries—left shoulder surgery on February 24, 2025, lumbar discectomy on June 2, 2025, and left knee surgery on July 11, 2025—as well as lost wages from his employment as a delivery driver.

695. On information and belief, Claimant C is also closely associated with another claimant, Nancy X. Ordonez Parraga ("Parraga"), who was represented by the Subin Firm and then

the Park Firm in connection with a purported standing-height trip-and-fall accident on August 8, 2022 at 63-33 98th Place, in Queens, New York.

696. Claimant C was identified in ISO reports as a passenger in a vehicle operated by Parraga that was involved in a motor vehicle accident ("MVA") with a commercial vehicle on October 5, 2022 in Queens, New York.

697. According to court filings and ISO reports, Claimant C's mother, Amparito Divina Delgado Montalvan ("A. Delgado"), Z. Delgado and Claimant G were in involved in a motor vehicle accident with a commercial vehicle on November 17, 2020 at the intersection of 44th Street and Northern Boulevard, Queens, New York. A. Delgado brought a lawsuit for that MVA in which she was represented by the Park Firm. A. Delgado also brought a personal injury lawsuit for an alleged standing-height trip-and-fall on a raised sidewalk flag on January 26, 2019 at 31-21 90th Street, Queens, New York.

698. All eight of the above-discussed standing-height, sidewalk trip-and-fall "accidents" involving claimants B, C, G, Z. Delgado, A. Delgado, Rodas, Veliz and Parraga, occurred within approximately a three-mile radius in Queens, New York.

699. Claimant C did not seek or obtain any medical treatment immediately following his purported accident. Medical records reflect that after retaining Subin Firm, Claimant C's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in three surgeries.

700. Over 24 hours after his purported accident, Claimant C went to the ER and complained of pain in his back, neck, right shoulder, and bilateral knees. Physical examination of Claimant C at the ER revealed "no obvious injuries," right shoulder and right knee tenderness with full range of motion and no significant swelling, lumbar paraspinal tenderness and muscle spasm

with no midline tenderness. X-rays of Claimant C's bilateral knees, right shoulder and cervical spine revealed no acute injuries or effusion. Claimant C was discharged from the ER less than four hours later with prescriptions for Motrin and Robaxin, and instructions to follow-up with his primary doctor.

701. On or before November 12, 2021 (three days after his alleged accident), Claimant C retained Subin Firm to represent him in connection with his trip-and-fall claim, as evidenced by a power of attorney, executed by Claimant C and dated November 12, 2021, appointing Subin Firm (and specifically Eisen, Baum, and May) to obtain his medical and other records, which was notarized by DeLeon.

702. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant C to enter into one or more TPLF loans, liens and/or letters of protection, including a TPLF loan with Nexify as evidenced by a UCC financing statement filed on January 24, 2023, in connection with his underlying personal injury claim. On information and belief, one or more of those TPLF loans, liens and/or letters of protection were used to finance all (or nearly all) of Claimant C's unnecessary and unwarranted medical treatment and/or surgeries alleged in connection with his underlying personal injury claim.

703. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant C and to provide a means by which those Medical Provider Defendants could obtain reimbursement for unnecessary and unwarranted treatment and services that were not reimbursable through other

sources because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through other sources.

704. On the same day (November 12, 2021), pursuant to the predetermined treatment protocol, Claimant C presented for his first post-hospital treatment at the 59-07 Clinic, for a physiatry initial consultation by Bayner of Metro Point, where he expanded the scope and severity of his purported injuries, reporting 8-9/10 pain to his neck, low back, mid back, bilateral sacroiliac joints, bilateral legs, right shoulder, and right knee.

705. Pursuant to the predetermined treatment protocol, after her initial examination of Claimant C, which consisted of Claimant C's history and a physical and neurological exam, Bayner diagnosed Claimant C with a host of various conditions including post-traumatic headaches, cervical, thoracic, lumbar, bilateral sacroiliac joint, right shoulder and right knee sprains, and myofascial pain syndrome, and referred Claimant C for a panoply of unnecessary and unwarranted diagnostic testing and treatment modalities, including physical therapy, acupuncture, trial of K-Laser, FCT and algometry, MRIs of the right shoulder and right knee, physical therapy, acupuncture, trial of K-laser, FCT and algometry, and also recommended shockwave therapy, and trigger point and joint injections.

706. On information and belief, and consistent with the predetermined treatment protocol, Claimant C was referred to the 59-07 Clinic and/or Metro Point Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant C's personal injury claim.

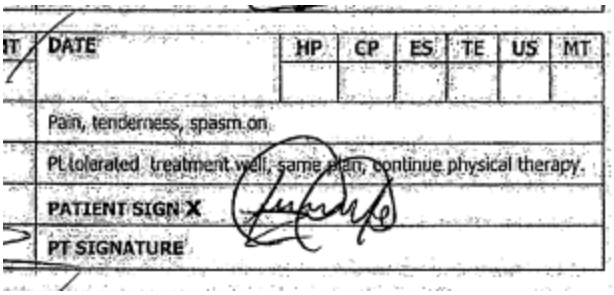
707. Claimant C confirmed at an IME in his underlying personal injury lawsuit that he was referred to Metro Point by Subin Firm.


subsequently released for outpatient care. As an outpatient, he states his attorney referred him to "METRO Point" Medical office. He describes undergoing multispecialty

July 10, 2024 Daniel J. Feuer, M.D. IME Report

708. Thereafter, pursuant to the predetermined treatment protocol and at the apparent referral of Bayner, Claimant C continued to receive unnecessary and unwarranted "treatment" at the 59-07 Clinic, including at Metro Point, through the spring of 2023 at the 59-07 Clinic, including purportedly undergoing five sessions of physical therapy, all apparently for the low back, seven sessions of acupuncture (one session each for the right shoulder and neck, three sessions for the back, and three post-operative sessions for the right knee), two rounds of trigger point injections for the back/neck, and three sessions of RPW (one session each for the lumbar and thoracic spine, and right knee), most, if not all, of which was administered by Bayner, or others acting under Bayner's direction and control, through Metro Point. Though Claimant C's physical therapy evaluation noted that Claimant C was instructed to attend 18 physical therapy sessions over six weeks, records reflect that Claimant C only attended five physical therapy sessions, ending on February 7, 2022.

709. As with Claimant A, Metro Point's physical therapy session progress notes for Claimant C are virtually identical and contain templated findings and boilerplate narrative language, pre-printed on the forms (specifically, "pain, tenderness, spasm" and "Pt. tolerated treatment well, same plan, continue physical therapy") before any physical therapy occurred, which were unaltered across progress notes for visits that purportedly occurred. Moreover, Claimant C pre-signed at least one progress note block. *See* e.g.:



DATE	HP	CP	ES	TE	US	MT
Pain, tenderness, spasm on						
Pt tolerated treatment well, same plan, continue physical therapy.						
PATIENT SIGN X						
PT SIGNATURE						

710. On November 30, 2021, pursuant to the predetermined treatment protocol, Claimant C returned to the 59-07 Clinic for a follow up evaluation by Bayner of Metro Point. Bayner administered a lower thoracic and lumbar back trigger point injection and indicated that Claimant C needed to receive more injections. Though the only diagnostic testing that had been performed at the time was negative and no functional assessment had been performed, Bayner indicated that Claimant C was "moderately, 50% disabled."

711. Notwithstanding her finding of moderate disability, in her November 30, 2021 report, Bayner indicated that Claimant C was **"working (due to financial necessity)."** Bayner would report similarly that Claimant C was **"[c]urrently working part time due to financial needs"** in her report from Claimant C's next visit on January 11, 2022. Metropolitan Medical would also report that as of February 7, 2022 Claimant C was **"working part-time."**

712. **Notwithstanding evidence that Claimant C had returned to work as early as November 30, 2021 and continued to work part time through at least February 7, 2022, in Claimant C's Bill of Particulars dated June 28, 2022 and served by Subin Firm, Subin Firm claimed lost wages and indicated that Claimant C was "incapacitated from work since the date of the accident" and was confined to bed for approximately one month following the accident.**[23]

[23] Subin Firm ultimately withdrew the claim for lost earnings via stipulation filed on March 11, 2024.

713. Notably, Claimant C's Bill of Particulars dated June 28, 2022, which was served by Subin Firm was not signed by Subin Firm, as required by 22 NYCRR § 130-1.1a(b), and were not verified by Subin Firm or Claimant C, as required by the CPLR.

714. On December 17, 2021, at the referral of Bayner and pursuant to the predetermined treatment protocol, Losik of Rand conducted MRIs of Claimant C's right shoulder and right knee, which purportedly showed partial tears of the supraspinatus and distal subscapularis tendons for the right shoulder, and an intrameniscal tear of the medial meniscus for the right knee.

715. On February 15, 2023, Dr. Dr. Edward Toriello conducted an IME of Claimant C in his underlying personal injury lawsuit and found that **the December 17, 2021 MRIs "revealed no evidence of a causally related injuries to the right shoulder or right knee that would have required surgery."**

716. On February 4, 2022, at the referral of Bayner and pursuant to the predetermined treatment protocol, Claimant C underwent unnecessary and unwarranted MRIs of his cervical and lumbar spine at a non-party HCP, which purportedly showed broad-based central disc herniations at C3-4, C4-5, C5-6 and C6-7, resulting in compression and impingement of the ventral CSF space and narrowing of neural foramina bilaterally; straightening of the lumbar lordosis; and broad based central disc herniations at L4-5 and L5-S1, resulting in compression and impingement upon the ventral thecal sac and narrowing of neural foramina bilaterally.

717. Though records do not reflect any treatment with NYSI Defendants, on March 15, 2023, records reflect that at the referral of De Moura, Claimant C underwent a second round of cervical and lumbar MRIs at another non-party HCP which, in contradiction with the prior February 4, 2022 MRIs, showed: (i) only one herniated disc at C5-C6, no disc bulges, herniations, foraminal impingement or canal stenosis at C2-3 and C3-4, disc bulges causing impingement (but

no herniations) at C4-5 and C6-7, and straightening of the cervical lordosis for the cervical spine; and (ii) disc bulges causing impingement at L2-3 and L5-S1, 3 mm grade 1 spondylolisthesis with bilateral pars defects and neural foramina at L5-S1, and contact with exiting bilateral L5 spinal nerves, but no herniated discs, for the lumbar spine.

718. Despite the subsequent MRI studies being available prior to the execution of Claimant C's June 28, 2022 Bill of Particulars, Subin Firm omitted any reference to those subsequent MRI findings and instead relied exclusively on the earlier MRI reports.

719. On February 7, 2022, pursuant to the predetermined treatment protocol and at the reported referral of Bayner, Claimant C returned to the 59-07 Clinic where he underwent an initial orthopedic consultation by a physician assistant of Metropolitan Medical for his right knee and right shoulder. At this visit, Claimant C reported "constant" 10/10 pain in his right shoulder and right knee, despite that SOAP notes indicate that he was not taking any active medications and was NAD (i.e., in no acute distress). Despite this being Claimant C's first visit with an orthopedic provider, the physician assistant recommended that Claimant C undergo surgery for his right shoulder and right knee. At the next visit with Metropolitan Medical on March 16, 2022, Claimant C was seen again by the same physician assistant who once again recommended the above-mentioned surgeries.

720. On information and belief, this referral, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by Bayner's independent medical judgment.

721. To provide a justification for the right knee and right shoulder surgeries, the physician assistant falsely claimed that Claimant C had "not reached maximum medical

improvement despite conservative therapy," despite that Claimant C had only undergone one session of acupuncture and RPW for his right knee and right shoulder.

722. On April 22, 2022, pursuant to the predetermined treatment protocol, after just two visits with a physician assistant and despite that Claimant C had not completed a course of conservative care, Claimant C underwent right knee arthroscopic surgery performed by a physician of Metropolitan Medical at an ASC. The right knee arthroscopy was not performed by any of the orthopedic surgeons who purportedly oversaw Claimant C's treatment at Metropolitan Medical but instead was performed by an entirely new doctor.

723. On May 18, 2022, Claimant C returned to Metropolitan Medical for a follow up visit, where he was seen by a physician assistant and reported "constant" 10/10 pain for his right shoulder, despite once again being described as "pleasant, in NAD" (i.e., no acute distress).

724. On July 21, 2022, pursuant to the predetermined treatment protocol, Claimant C underwent right shoulder arthroscopic surgery, performed by a physician of Metropolitan Medical at an ASC. The right shoulder surgery was not performed by any of the orthopedic surgeons who purportedly oversaw Claimant C's treatment at Metropolitan Medical but instead was performed by an entirely new doctor.

725. Dr. Edward A. Toriello, M.D., conducted an orthopedic IME of Claimant C in the underlying lawsuit on or about February 14, 2023, and found that Claimant C **"did not sustain any injury to his right shoulder or right knee on 09/11/21 that would have required surgical intervention,"** that there was "no objective evidence of continued disability" and has was "able to return to work and normal daily living activities without restriction."

726. On November 22, 2023, pursuant to the predetermined treatment protocol, Claimant C presented to NYNJ Ortho for an initial orthopedic evaluation with regard to his neck

and back, where he was seen by Sherban who recommended C5-C6 ACDF and L5-S1 decompression and fusion surgeries, despite this being Claimant C's first visit with an orthopedist for his neck or back. To provide a justification for the proposed surgeries, Sherban falsely claimed Claimant C failed to improve with conservative measures, notwithstanding that the records reflected little to no meaningful conservative management of the cervical complaints prior to the surgical recommendations, aside from, at most, one acupuncture session and one trigger point injection.

727. On information and belief, the referral to NYNJ Ortho Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants or others acting on their behalf, rather than by the independent determination of Claimant A or a licensed HCP.

728. On December 9, 2023, Claimant C underwent a third, even more extensive, unnecessary and unwarranted surgery (specifically, ACDF at C5-6 with interbody fusion cages and bone graft and implantation of an anterior cervical plate), performed by Sherban of NYNJ Ortho at an ASC, despite there being no objective indication for such surgery.

729. Dr. Daniel J. Feuer, M.D., conducted a neurology IME of Claimant C in the underlying lawsuit on or about July 10, 2024, in which he found that **"there are presently no objective clinic deficits referable to the central or peripheral nervous system to support his subjective complaints or to support a diagnosis of radiculopathy"** and that **the medical records failed to support the medical necessity for his spinal fusion surgery**, and concluded that Claimant C "does not demonstrate any object neurological disability or neurological permanency," that he was "neurologically stable to engage in fully active employment as a driver, as well as the full activities of daily living without restriction." At this IME, **Claimant C was not**

familiar with the word "radiculopathy," stating he had "never seen this term," and **could not "recall the name of any of his treating physicians including his surgeons."** Claimant C also "mounted and dismounted the table without assistance" and was "observed bending over with unrestricted range of motion of the lower back to pick up his shoes from the floor."

730. Via consent to change attorney, dated April 19, 2024, but not filed until March 20, 2025, the Park Firm (the same firm that represented Lupi in his trip-and-fall lawsuit[24]) substituted as Claimant C's counsel.

731. In creating the multitude of falsified reports purporting to support that the right knee and right shoulder arthroscopic surgeries performed on Claimant C, who had no objective signs of acute injury on the date of accident, were medically necessary, Metropolitan Medical Defendants knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and/or transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

732. In creating the multitude of falsified reports purporting to support that the ACDF surgery performed on Claimant C, who had no objective signs of acute injury on the date of accident, was medically necessary, NYNJ Ortho Defendants knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud

[24] *See Jorge Gonzalez-Lupi v. Gourdet*, Index No. 709105/2016 (Queens Cnty. Sup. Ct., Aug, 3, 2016).

Scheme, with each such mailing and/or transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

733. In creating the multitude of false or misleading reports purporting to support that the ACDF, right knee and right shoulder surgeries performed on Claimant C, who had no objective signs of acute injury on date of accident, were medically necessary, Metro Point Defendants and Rand Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

734. On November 11, 2021 at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, May of Subin Firm verified and filed a Verified Complaint on behalf of Claimant C alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant C was "caused to sustain serious, harmful, permanent injuries," as well as "great bodily injuries and pain, shock, [and] mental anguish]" by the events of November 9, 2021, whereafter Claimant C showed no objective sign of any acute injury.

735. On or about June 28, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed the Bill of Particulars on behalf of Claimant C alleging that Claimant C suffered injuries to his cervical spine, lumbar spine, right knee, and right shoulder as a result of the events of November 9, 2021, whereafter Claimant C showed no objective sign of any acute injury.

736. On or about January 10, 2024, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May an attorney of Subin Firm mailed and/or emailed a Supplemental Bill of Particulars on behalf of Claimant C alleging that Claimant C underwent the aforementioned cervical spine surgery as a result of the events of November 9, 2021, whereafter Claimant C showed no objective sign of any acute injury.

737. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit were knowingly false, and mailed in furtherance of and as a necessary step in the Fraud Scheme.

738. Claimant C's lawsuit remains pending and GNY continues to incur damages.

iv. **Claimant D (Labor Law Claim)**

739. Claimant Israel Murgueitio ("Claimant D"), who was thirty-four years old at the time, alleged to have sustained multiple injuries as a result of falling construction debris while working at a construction site in New York County on March 7, 2022.

740. Claimant D is Hispanic and, at the time of his purported accident, was not a U.S. citizen, spoke limited (if any) English and had limited financial means.

741. Claimant D did not seek or obtain any medical treatment until four days after his purported accident and gave varying and contradictory accounts of how his accident purportedly occurred. Medical records reflect that after retaining Subin Firm, Claimant D's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in two surgeries.

742. On information and belief, on the day of his purported accident, Claimant D reported being hit with a flowerpot but denied any injuries, left the jobsite on his own, and returned to work the following day, on full duty and without any apparent issue, before ultimately seeking medical treatment four days later.

743. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant D to enter into multiple TPLF loans, liens and/or letters of protection, in connection with his underlying personal injury claim. On information and belief, one or more of those TPLF loans, liens and/or letters of protection were used to finance at least some of Claimant D's unnecessary and unwarranted medical treatment and/or surgeries alleged in connection with his underlying personal injury claim, notwithstanding that Claimant D had a workers' compensation claim, pursuant to which all of his causally related healthcare treatment and surgeries were required to be billed and reimbursed by the workers' compensation carrier.

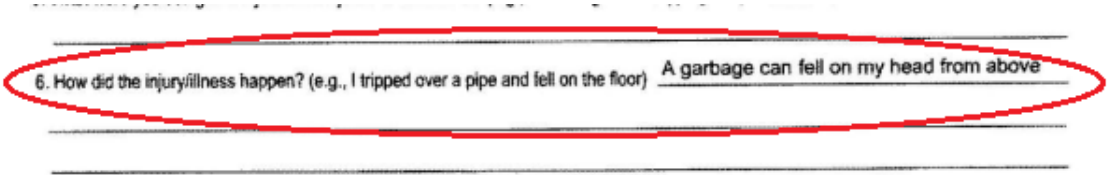
744. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant D and to provide a means by which those Medical Provider Defendants could obtain reimbursement for treatment and services that were not reimbursable through NY WCL because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through NY WCL.

745. On March 11, 2022, four days after the alleged accident, Claimant D first sought treatment for his purported accident at the ER where he gave conflicting accounts regarding the

mechanism of injury, with nurse notes indicating that he was struck by a "box" and physician's notes indicating he was struck by a "vase." Claimant D purportedly complained of headaches, occasional dizziness, neck, head, and back pain, but the ER records reflect no complaints or issues with respect to his shoulders. CT scans of his head and cervical spine showed no acute pathology, and physical examination revealed no neurological deficits or visible trauma. There were no reports of any complaints and full range of motion was documented for the upper or lower extremities. Claimant D was observed to be ambulating without difficulty and was discharged to home less than three hours after arriving, was not prescribed any medication, and was told to take Tylenol and/or Ibuprofen and follow-up with his primary care physician as needed.

746. On or before March 14, 2022, Claimant D retained Subin Firm to represent him in connection with his Labor Law claim, as evidenced by a power of attorney, executed by Claimant D and dated March 14, 2022, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records, which was notarized by DeLeon.

747. On the same date (March 14, 2022), the Villamar Firm certified and filed a C-3 Form, signed by Claimant D, with the NY WCB, in connection with Claimant D's purported accident, which further expanded the scope of Claimant D's purported injuries to also include injuries to Claimant D's bilateral shoulders, right leg, right knee, right hand and right wrist. Claimant D's C-3 Form provided yet another explanation for Claimant D's purported accident, indicating that a "garbage can" fell on his head.


6. How did the injury/illness happen? (e.g., I tripped over a pipe and fell on the floor) A garbage can fell on my head from above

748. In his Complaint and Bill of Particulars, both of which were signed, verified and filed by Subin Firm on May 16, 2022 and December 10, 2024, respectively, Claimant D was alleged to have been struck by falling construction debris or equipment.

749. On information and belief, Subin Firm knowingly and intentionally falsified and/or misrepresented the circumstances of Claimant D's accident to make it appear that the accident (to the extent it occurred at all) was caused by falling construction materials or debris, and thereby falsely invoke the protections of Labor Law §§ 240(1), which imposes strict liability for injuries resulting from gravity-related risks specific to construction/demolition/repairs, and not general hazards of the workplace unrelated to construction, such as a falling vase/box. This deliberate misrepresentation was calculated to deceive insurers, including Plaintiffs, as well as courts and opposing parties, to create the illusion of statutory strict liability where none existed, and to unlawfully inflate the perceived value and settlement potential of Claimant D's workers' compensation claim and Labor Law lawsuit.

750. At his deposition in his underlying lawsuit in the end of 2025, Claimant D testified that he was struck with a yellow bucket containing debris from brick and construction demolition, further contradicting his various other accounts of the mechanism of his purported injuries.

751. On information and belief, Claimant D was referred to Villamar Firm, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant D's WC claim and, in turn, his underlying personal injury claim.

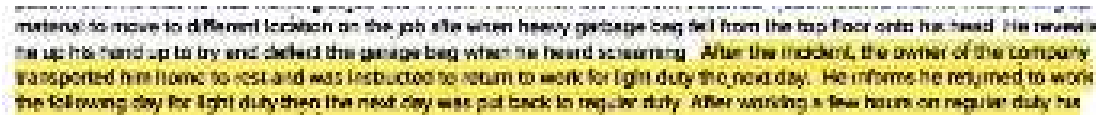
752. In furtherance of the Fraud Scheme, Villamar Firm knowingly and intentionally caused to be prepared and transmitted, via the United States mail and/or interstate wires, the above-

referenced C-3 Form on behalf of Claimant D, which contained materially false and fraudulent statements, including but not limited to representations that Claimant D sustained injuries to his bilateral shoulders, right leg, right knee, right hand and right wrist, notwithstanding that such injuries were not reported in any contemporaneous records, and Villamar Firm made or caused these representations to be made to deceive the NY WCB and others, including Plaintiffs, to fraudulently inflate the value of the WC claim and, in turn, the underlying personal injury claim.

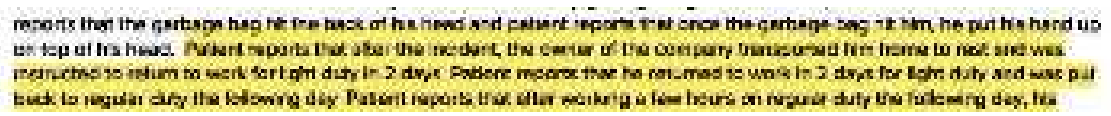
753. Following his ER visit five days after his purported accident, Claimant D did not seek any further treatment for 11 more days, until March 22, 2022, when he presented for an initial consultation non-party Mohammad Dorri, D.C. ("Dorri") at non-party North American Spine and Pain Institute ("NASPI"), and further expanded the scope and severity of his alleged injuries, now reporting being struck on the head by a "commercial garbage dumpster," but denied loss of consciousness. Examination of the cervical spine revealed normal cervical alignment, no step-off, bruising, muscle spasms or motor defects, a negative Spurling's test, full strength in all muscles and normal gait and station.

754. Three days later, on March 25, 2022, Claimant D was seen by another non-party HCP for an initial chiropractic evaluation and further expanded the scope of his alleged injuries, claiming injuries to his neck, back, left jaw, right knee and right shoulder, and that he was injured when a "heavy garbage bag" fell on his head. After completing his chiropractic examination, the non-party HCP chiropractor diagnosed Claimant D with, inter alia, cervical and lumbar radiculopathy, and muscle spasm, despite the absence of objective confirmatory testing.

755. Notably, at this initial chiropractic visit, as well as subsequent physical therapy visits, it was noted that Claimant D had returned to work for at least two days immediately following his accident and prior to seeking any treatment in connection therewith:



March 25,2022 Chiropractic Visit



May 27, 2022 Physical Therapy Visit

756. Notwithstanding the foregoing, Claimant D's C-3 Form, certified and filed by the Villamar Firm on March 14, 2022, and Bill of Particulars, signed, verified and served by Subin Firm on February 27, 2023, indicated that Claimant D did not return to work following his purported March 7, 2022 accident.

757. On March 28, 2022, Claimant D underwent X-rays of his skull, cervical spine, lumbar spine, right wrist, and right hand at a non-party HCP. The skull X-ray again showed no abnormalities, while the cervical x-ray showed only degenerative changes—"mild spondylosis at C5-6" and "straightening of the normal lordotic curvature, and correlate clinically for muscle spasm," "normal alignment without fracture or spondylolisthesis" and disc heights that were maintained. X-rays of the lumbar spine, right wrist and right hand revealed no fractures, dislocations, or abnormalities.

758. Despite initially finding a normal cervical spine with a negative Spurling test, as well as the largely normal CT and X-rays of the cervical spine, at Claimant D's next visit, Dorri now claimed that Claimant D had "kyphotic" cervical alignment, muscle spasms and a positive Spurling test for the cervical spine, and reported that Claimant D had "cervical herniated discs" and had "failed to respond to long term conservative treatments and physical therapy," despite that the purported accident had only occurred six weeks prior, and Claimant D had yet to undergo any physical therapy and had only undergone, at most, two sessions of chiropractic therapy. The non-

party HCP also changed his lumbar spine findings, reporting mild spasms, decreased range of motion and a positive straight leg raise, which was not documented in the initial lumbar physical exam, and that Claimant D had "lumbar herniated discs," despite also acknowledging that the March 28, 2022 lumbar spine X-ray showed "no significant radiographic abnormality." Dorri then used these purported findings to justify referrals for MRIs of the lumbar and cervical spine, and EMG studies of the upper and lower extremities.

759. On April 29, 2022, at the apparent referral of Dorri, Claimant D underwent unnecessary and unwarranted cervical and lumbar MRIs at Contemporary Diagnostic. Subin Firm (not the workers' compensation carrier) was listed as the other insurance plan on Contemporary Diagnostic's Health Insurance Claim Form. The cervical MRI reportedly showed herniations at C3-4, C4-5 and C5-6, with the latter compressing the spinal cord and thecal sac, and a bulging disc at C6-7; and the lumbar MRI reportedly showed a concentric disc bulge contacting the existing nerve roots at L3-4 and L4-5.

760. On information and belief, Claimant D was referred to Dorri/NASPI and/or Contemporary Diagnostic Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Villamar Defendants acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant D's WC claim and, in turn, his underlying personal injury claim.

761. On May 5, 2022, EMG studies of the upper and lower extremities were performed by Dorri, which purportedly showed evidence of right C6 and bilateral L5 radiculitis. That same day, Dorri scheduled Claimant D for three epidural injections at C5-6, C6-7, and L4-5, noting in his report that surgical intervention would also be scheduled when the injections failed.

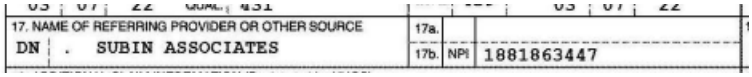
762. On May 25, 2022, Dorri performed lumbar epidural steroid injections at bilateral L4-L5 on Claimant D at Integrated Specialty in Saddle Brook, New Jersey. Though this visit was billed through Claimant D's WC claim, Subin Firm was listed as the insurance plan on the bill.

763. Claimant D was reportedly next seen by a non-party orthopedist HCP on May 16, 2022 and was diagnosed with left shoulder sprain and cervical pain and referred for physical therapy for the left shoulder.

764. On June 16, 2022, pursuant to the predetermined treatment protocol, Plaintiffs presented for an initial evaluation with Macagno at NYSI in Commack, New York. While the bill for this initial visit indicated that Claimant D was referred to Macagno by "word of mouth," subsequent bills from NYSI revealed the truth—Claimant D was referred to Macagno by Subin Firm:


17 NAME OF REFERRING PROVIDER OR OTHER SOURCE
DN WORD, OF MOUTH
17a
17b NPI 1881863447

June 16, 2022 Bill from NYSI


17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
DN . SUBIN ASSOCIATES
17a.
17b. NPI 1881863447

May 9, 2023 Bill from NYSI

765. As demonstrated above, the referral to NYSI Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants or others acting on their behalf, rather than by the independent determination of Claimant D or a licensed HCP.

766. In his initial assessment on June 16, 2022, Macagno reported that Claimant D injured his head, neck, and lower back when a "pale of garbage fell from several floors above," but did not note any other injuries. After completing an examination that allegedly revealed decreased range of motion and spasms in Claimant D's cervical and lumbar spine, and after

purportedly reviewing the MRIs from Contemporary Diagnostic, Macagno recommended that Claimant D proceed with extensive cervical fusion surgery (ACDF at C4-5 and C5-6) and noted that Claimant D would be a candidate for lumbar surgery if he did not improve with conservative treatment. In his report, Macagno falsely claimed that Claimant D had "tried extensive conservative treatment, including … physical therapy" despite that Claimant D had not undergone any physical therapy treatment for his neck or low back prior to this visit.

767. Shortly after Claimant D's initial visit with Macagno, Nappa Monterosso appeared as counsel for Claimant D in connection with his workers' compensation claim and represented Claimant D through at least February of 2025. On January 9, 2023, L. Hernandez submitted medical records on Claimant D's behalf to the NY WCB from a Nappa Monterosso email account. Additional records were sent from the same Nappa Monterosso email account via facsimile to the NY WCB on other dates.

768. On information and belief, Claimant D was referred to Nappa Monterosso, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants, Villamar Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant D's WC claim and, in turn, his underlying personal injury claim.

769. On August 9, 2022, Claimant D reported right shoulder pain (8/10) to Dorri for the first time, despite never mentioning any pain in his right shoulder at his initial hospital visit or during any previous visits with Dorri. Dorri noted subacromial tenderness, limited rotation, and mild impingement, but attributed these findings to a prior MVA.

770. On August 8, 2022, Dr. Sean Lager conducted a NY WCB-ordered IME. During this visit, Claimant D provided a new account, claiming that a large bucket filled with debris and

material struck him, causing loss of consciousness—contradicting his earlier admission to Dorri that he did not lose consciousness. This account of the mechanism of injury contradicted Claimant D's prior accounts of being injured by a garbage can, a garbage bag, garbage dumpster, a box and a vase.

771. At this IME, Claimant D claimed bruising to the head and injuries to the right shoulder, hand, wrist, lower right leg, back, neck, and head, and that he began treating for his purported injuries three days after the purported accident, contradicting ER records documenting only head and back pain.

772. Dr. Lager diagnosed Claimant D with a cervical sprain/strain and a right wrist/hand sprain/strain that had resolved and concluded that there was no "direct injury to his upper back or lower right leg" related to the purported accident. In an addendum report, Dr. Lager also denied the existence of any causal relationship as to the right shoulder, noting that there was "no evidence that the claimant suffered any injury in the accident." Dr. Lager recommended a course of three cervical epidural steroid injections but denied the need for any additional treatment for the right hand/wrist.

773. Despite Dr. Lager's determination that the right wrist resolved and the right shoulder and upper back injuries were unrelated to the March 7, 2022 incident, Claimant D continued chiropractic and physical therapy treatment, ultimately purportedly undergoing 48 chiropractic sessions (for multiple body parts, including the right shoulder, right wrist and upper back) and 36 physical therapy sessions (all for the right shoulder) through November 7, 2022, with De La Torre and Montclair.

774. On August 12, 2022, at the referral of Dorri, Claimant D underwent an unnecessary and unwarranted right shoulder MRI at Contemporary Diagnostic, which purportedly revealed AC

joint arthrosis, supraspinatus tendinopathy, bursitis with fraying, biceps anchor tear with tenosynovitis, anterior capsular thickening, and joint effusion. Once again, Subin Firm (and not the workers' compensation carrier) was listed as the insurer for this MRI.

775. Despite Dr. Sean Lager's determination that the alleged shoulder injury was not causally related to his purported accident, on October 10, 2022, pursuant to the predetermined treatment protocol, Claimant D presented to Wert of Wert PC, for an initial orthopedic evaluation in Flushing, New York. Though this was Claimant D's first visit with Wert, on the bill for this visit Wert listed himself as the referring provider.

776. On information and belief, the referral to Wert, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants or others acting on their behalf, rather than by the independent determination of Claimant D or a licensed HCP.

777. At the October 10, 2022 visit, Claimant D provided yet another account of how his alleged accident occurred, claiming that "a bucket filled with cement and material fell from the roof and hit him." Wert relied on this false account to attribute the shoulder injury to the incident and recorded the Claimant's disability as "total." Wert claimed an impingement test could not be performed due to pain, despite that Claimant D was previously documented as only having mildly positive impingement. Wert then repeated these findings, without variation, across four subsequent appointments through January 15, 2024.

778. Wert repeated the exact same causality statement ("Based on the patient history and my clinical examination, it is definite that the accident on the above-mentioned date was the competent producing cause of this patient's injuries and symptom") across visit reports for numerous claimants, including exemplar Claimants D, G, H and I, irrespective of those claimants'

individualized circumstances and notwithstanding that medical records and other evidence available to Wert at the time of each report contradicted a finding of accident-related causation.

779. At a NY WCB hearing on November 17, 2022, in an attempt to amend his WC claim to include the right shoulder, Claimant D provided testimony under oath that was flatly contradicted by his medical records and employer. Specifically, Claimant D claimed, for the first time that, after his purported accident, "[w]hen he awake he felt terrible pain in his head, back and his right shoulder," despite not reporting any injuries on the date of his purported accident and returning to work without issue before first seeking treatment four days later, whereat he did not report any injuries or complaints with respect to his right shoulder; and claimed that he requested, but his employer denied him an ambulance.

780. Claimant D returned for follow-up appointments at NYSI on October 11, 2022, where he was seen by a physician assistant under the apparent supervision of Macagno, and January 10, 2023, where he was seen by Macagno. The examination reports for those visits were virtually identical to the initial June 16, 2022 evaluation, with range of motion measurements for both cervical and lumbar spine identical to the initial evaluation, lumbar recommendations unchanged despite prior injections, and only minor updates to age and planned cervical surgery.

781. On January 19, 2023, despite Dr. Lager's determination that Claimant D's right hand and wrist injuries had fully resolved, he was seen by non-party hand surgeon for an initial evaluation and was diagnosed with traumatic rupture of the right radiocarpal ligament, attributed to the hand being caught, crushed, jammed, or pinched at a construction site, completely contrary to Claimant D's accounts of the accident. X-rays of the right hand, wrist, and forearm taken during that visit were negative. Notwithstanding the negative X-rays, the HCP performed a cortisone injection at the scapho-lunate joint, provided a custom joint orthosis, and discussed potential right-

hand arthroscopy, further extending treatment, without medical necessity. The NY WCB ultimately deemed this treatment excessive and denied the cortisone injection.

782. On February 1, 2023, in clear disregard of Dr. Lager's IME, Claimant D underwent an unnecessary and unwarranted thoracic spine X-ray performed by Contemporary Diagnostic, which reportedly showed dextroscoliosis, endplate herniations at T10–T12, a 30% height loss old T8 compression fracture, and multiple disc herniations and bulges from T5–T12 causing central canal and neuroforaminal encroachment, despite normal cord signal. Once again, Subin Firm was listed as the insurer alongside his WC carrier.

783. On February 2, 2023, pursuant to the predetermined treatment protocol, Claimant D underwent unnecessary and unwarranted ACDF surgery at C4–C5 and C5–C6 (including placement of Altura titanium interbody cages with bone graft, and stabilization with a Zion Altura locking plate) performed by Macagno at Hudson Regional Hospital in Secaucus, New Jersey. This surgery was performed despite that Claimant D had not undergone any physical therapy for his neck. "Subin & Associates Law Firm" was listed as the primary insurance plan for the cervical surgery, directly linking Subin Firm to the authorization and payment of this unnecessary procedure. Hudson Premier Medical PC billed **$291,513.00**, just for the assistant surgeon's services for this surgery, which NY WCB audited and denied in its entirety as excessive or not in accordance with the Medical Fee Schedule and for improper use of CPT codes, among other things. Hudson Regional Hospital also submitted a bill for the ACDF surgery totaling **$211,207.92**, with treatment authorization codes noting "Neck Not Established" and "signed liens on file," and listed Subin Firm as the secondary insurer. In addition to other providers not discussed herein, Macagno submitted a bill for $18,638.00 for the ACDF surgery.

784. On information and belief, at the time of the ACDF surgery, Macagno resided in New York.

785. In travelling from New York to New Jersey on February 2, 2023 for the purpose of performing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Macagno thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

786. During a second IME with Dr. Lager on February 23, 2023, Claimant D continued to complain of neck, back, right shoulder, and right wrist pain, but raised no issues regarding his right knee, and claimed that his initial injuries included a bruised right arm and that he underwent whole-body imaging, conflicting prior statements and ER records. Dr. Lager reaffirmed that the right shoulder was unrelated to the accident, recommended that Claimant D meet with an orthopedic surgeon for his lumbar spine and claimed that Claimant D had completed nine months of physical therapy, four months of chiropractic therapy, and an epidural injection, without significant improvement, despite that Claimant D had only underwent three physical therapy visits for his low back prior to the date of this IME.[25]

787. At another orthopedic IME on June 1, 2023, Dr. Lager questioned why Claimant D remained under post operative surgical restrictions that prevented a cervical range of motion exam, noting that "some of his physical examination findings d[id] not correlate" and, thus, suggesting concealment of the Claimant's true condition.

[25] On April 1, 2025, Dr. Lager resigned his authorization to perform IMEs for the NY WCB.

788. Notably, contrary to what Dr. Lager was told at the June 1, 2023 IME, visit notes indicated that on March 15, 2023 and May 9, 2023 (both occurring after ACDF surgery) Claimant D's cervical range of motion had been measured by Montclair and Macagno at NYSI.

789. Despite the repeated findings of Dr. Lager that the purported right shoulder injury was not causally related, at a treatment visit on October 2, 2023 of Wert PC, Wert prescribed physical therapy and a cortisone injection for the right shoulder, and discussed right shoulder arthroscopic surgery, claiming to have submitted an MG-2 form to the NY WCB seeking authorization for the surgery, despite that Claimant D's workers' compensation file contained no such record. On January 15, 2024, Wert then scheduled right shoulder surgery to take place on January 31, 2024, without medical clearance and continued to prescribe physical therapy, further disregarding Dr. Lager's determinations and extending treatment without objective medical justification.

790. On or about March 10, 2024, Board Certified Emergency Medicine expert, Bernard P. Chang, M.D., Ph.D. conducted a peer review of Claimant's ER records and Bill of Particulars in connection with Claimant D's underlying personal injury lawsuit and affirmed that there was "no indication" that Claimant D sustained "any significant injuries as a result of the [purported accident]" and concluded that "the injuries claimed in the Bill of Particulars [signed and verified by an attorney for Subin Firm were], "inconsistent with his initial presentation and the contemporaneous medical records," specifically noting that "there was no evidence to support any significant acute cervical, thoracic, or lumbosacral spinal injury resulting from the trauma," that the alleged injuries to the upper and lower extremities in the Bill of Particulars were "unsupported by the plaintiff's own complaints to the ER staff and unsupported by their physical findings and examinations," and that there was "no evidence to support any significant acute head injury

resulting from the accident." Dr. Chang opined that "there were no acute traumatic findings to causally relate" to the subject accident and claimed injuries.

791. Shortly thereafter, on May 21, 2024, Subin Firm filed an order to show cause seeking to withdraw from Claimant D's lawsuit at the advice of ethics counsel because they did "not believe it appropriate for it to continue to litigate this matter pursuant to the New York Rules of Professional Conduct." The Subin Firm requested that if additional details were required, the Court hold an *ex parte* hearing and allow them to explain the justifications *in camera.*

792. On September 20, 2024, the Court denied Subin's request, explaining that Subin Firm provided "no reason, let alone good cause," sufficient to justify withdrawal and that the Court lacked the authority to hold the *ex parte* hearing requested by Subin Firm. The Judge invited Subin Firm to submit an affirmation detailing the reasons for seeking withdrawal. However, rather than file a sworn document explaining the basis for withdrawal, Subin Firm elected to remain counsel of record for Claimant D.

793. In creating the multitude of false or misleading reports purporting to support that the ACDF surgery performed on Claimant D, who had no objective signs of acute injury on date of accident, was medically necessary, NYSI Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York State Courts and/or other parties to the underlying lawsuit and related workers' compensation claim as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

794. In creating the multitude of false or misleading reports purporting to support that the surgery and treatment performed on Claimant D, who had no objective signs of acute injury on date of accident, as well as the recommendation of right shoulder surgery, were plausibly justified, Wert PC Defendants and Contemporary Diagnostic knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York State Courts and/or other parties to the underlying lawsuit and related workers' compensation claim as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

795. On May 16, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified and filed a Verified Complaint on behalf of Claimant D alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant D "sustained serious injuries" and "was rendered, sick, sore, lame and disabled" by the events of March 7, 2022, whereafter Claimant D showed no objective sign of any acute injury, and falsely invoking Labor Law § 240(1) as alleged herein.

796. On or about February 27, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified, signed and mailed and/or emailed the Bill of Particulars on behalf of Claimant D alleging under penalty of perjury that Claimant D suffered injuries to his cervical spine, lumbar spine, thoracic spine, right shoulder, right knee, and right hand/wrist, as well as various head injuries including loss of consciousness, as a result of the events of March 7, 2022, whereafter Claimant D showed no objective sign of any acute injury.

797. On or about October 24, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified, signed and mailed and/or emailed a Supplemental Bill of Particulars on behalf of Claimant D alleging under penalty of perjury that Claimant D underwent the aforementioned unnecessary ACDF surgery as a result of the events of March 7, 2022, whereafter Claimant D showed no objective sign of any acute injury, that Claimant D was impacted by a falling piece of construction debris "which consisted of Marble," despite no indication in any records that he was hit with anything consisting of marble, and also wrongly referring to the ACDF surgery as relating to the lumbar spine and occurring on January 6, 2021.

798. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit were knowingly false, and mailed in furtherance of and as a necessary step in the Fraud Scheme.

799. In performing the utterly unjustified and/or unrelated ACDF surgery, NYSI Defendants, in agreement and with the assistance of Subin Firm and Contemporary Diagnostic engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

800. Claimant D's lawsuit remains pending and GNY continues to incur damages.

v. **Claimant E (Labor Law Claim)**

801. Claimant Bryan Cabrera ("Claimant E"), who was twenty years old at the time, alleged to have sustained multiple injuries when he fell while descending a ladder while working at a construction site located at 252 7th Avenue, New York, New York on November 29, 2021.

802. Claimant E is Hispanic and, at the time of his purported accident, was not a U.S. citizen, spoke limited (if any) English and had limited financial means. Practically all of Claimant E's purported treatment, including numerous physical therapy, chiropractic and acupuncture sessions, took place in Queens, New York, at least an hour away from his residence in New Jersey.

803. Medical records reflect that after retaining Subin Firm, Claimant E's version of the accident changed substantially and his initial complaints of left shoulder, left wrist, and lumbar spine pain, morphed to included injuries to his neck, both shoulders and knees, resulting in costly and unnecessary treatment, and recommendations for left knee surgery and lumbar discectomy surgery.

804. Another worker who witnessed the accident, reported that Claimant E was on the second to last rung and only about two feet off the ground when he "slipped," but that "nothing happened" and Claimant E was uninjured.

805. After the alleged accident, Claimant E left the job site without reporting the accident to his foreman. Several hours later and after multiple failed attempts, his foreman reached Claimant E on the phone, at which time Claimant E stated that he had fallen, his mother had picked him up, and he was going to the hospital. Claimant E provided no description of how the accident happened or his supposed injuries and never returned to work.

806. In the afternoon of November 29, 2021, Claimant E presented to the ER, whereat he purportedly complained of pain in his left shoulder, left wrist, and lumbar spine. Claimant E denied hitting his head and did not complain of any head or neck pain. During the physical examination, tenderness in the left shoulder, left wrist, and lumbar spine was noted, but no swelling, deformities or objective signs of acute injury were identified, and X-rays of those body

parts were normal. Claimant E was discharged three hours later with instructions to take over-the-counter pain medication.

807. On or before November 30, 2021 (one day after the alleged accident), Claimant E retained Subin Firm to represent him in connection with his Labor Law claim, as evidenced by a power of attorney, executed by Claimant E and dated November 30, 2021, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records, which was notarized by DeLeon.

808. Claimant E did not seek any further treatment until December 10, 2021, when he was seen for an initial evaluation by a chiropractor, non-party Mark Rodrigues, D.C. ("Rodrigues"), whereat he expanded the scope and severity of his injuries in a handwritten Consultation Admittance Record that he signed, indicating for the first time complaints of pain in his neck, right shoulder, left knee and low back.

809. In the Consultation Admittance Record, Claimant E listed Rosario Cedillo (a claimant who was represented by Subin Firm in connection with a staged construction accident discussed in a RICO action against her and Subin Firm[26]) as his "emergency contact."

810. In the treatment note for his initial evaluation, Rodrigues noted that Claimant E was experiencing pain only in his neck (9/10), lumbar spine (8/10), left shoulder (7-8/10) and left wrist (7-8/10), which were the only areas Rodrigues assessed/treated during this visit, suggesting that the complaints related to the bilateral shoulders and left knee in the Consultation Admittance Record were added after the evaluation had been completed.

811. After running an extensive number of tests and despite no evidence of acute injury being detected at the ER, Rodrigues reported swelling, tenderness, and subluxations in Claimant

[26] *See Cedillo, supra*.

E's cervical and lumbar spine, spasms and reduced range of motion in his left shoulder, reduced range of motion in his left wrist, and a host of other subjective findings, ultimately concluding that Claimant E was 100% disabled, and provided chiropractic treatment. Claimant E returned to Rodrigues on December 15, 2021 and December 21, 2021, with the same complaints.

812. On January 4, 2022, Claimant E returned to Rodrigues and reported left knee (7-8/10) and left ankle pain (8/10) that he attributed to the accident at issue. Aside from the handwritten notation on the Consultation Admittance Record and the C-3 Form, this was the first mention of any complaints regarding these areas. Rodrigues performed an assessment of Claimant E's left knee, allegedly observing decreased range of motion, swelling, popliteal spasm, as well as indications of a torn meniscus and ligamentous instability, but did not perform any assessment nor make any diagnoses related to Claimant E's left ankle.

813. On January 5, 2022, Claimant E returned to Rodrigues, who, after performing identical assessments and treatment, referred Claimant E for MRIs of the lumbar spine, cervical spine, left shoulder and left ankle, as well as interventional pain management and orthopedic evaluations. Despite claiming indications of a torn meniscus and ligamentous instability in Claimant E's left knee (and no assessment of the left ankle), Rodrigues did not request a left knee MRI and instead ordered an MRI of Claimant E's left ankle.

814. On January 13, 2022, Claimant E underwent MRIs of his lumbar and cervical spine, left shoulder and left ankle by Contemporary Diagnostic, which purportedly showed scoliosis and disc bulges in the lumbar and cervical spines, without evidence of neural compression, tendinopathy in the left ankle and tendinopathy and minor fraying in the left shoulder. Each of the above-referenced findings is degenerative in nature and not causally related to the alleged incident.

After audit, Contemporary Diagnostic's charges of $21,935.64 to Claimant E's WC carrier were reduced to $5,997.20.

815. On January 18, 2022, Rodrigues reviewed the lumbar, cervical, and ankle MRIs, omitting the left shoulder MRI, and continued to deem Claimant E "100% temporarily disabled" until his final visit on February 1, 2022, with each visit summary being virtually identical. Rodrigues never provided an explanation for Claimant E's sudden discharge. In total, Claimant E purportedly underwent 13 chiropractic sessions with Rodrigues, consisting of identical treatments limited to the lumbar and cervical spine, with no indication of any improvement.

816. On February 5, 2022, Claimant E presented to a multidisciplinary clinic next door to the 59-07 Clinic, located at 59-01 94th Street, Suite E10, in Elmhurst, New York (the "59-01 Clinic"), over an hour by car from his residence in Rahway, New Jersey, for an initial physical therapy evaluation with non-party Richard Santiago, P.T. ("Santiago PT"). According to the bill submitted by Santiago PT, Claimant E was referred to by a solo practitioner with an office in Brooklyn, for whom no records were ever produced in connection with Claimant E's accident.

817. At the initial evaluation with Santiago PT, Claimant E complained of 7-8/10 pain in his neck, lower back, bilateral shoulders, left knee and left wrist, with this being the first confirmed instance (other than the Consultation Admittance Record and the C-3) of Claimant E reporting complaints related to his right shoulder. The initial assessment was performed by a physical therapist, who allegedly observed decreased range of motion and tenderness to palpation in each of the complained of areas. The physical therapist also observed the same limitations in the right knee, which Claimant E had never complained about. That same day, Claimant E attended his first physical therapy session at Santiago PT.

818. In total, Claimant E purportedly underwent at least 200 physical therapy sessions at Santiago PT. The physical therapy session progress notes provide little to no insight into what "treatments" were allegedly performed and are virtually identical from February 5, 2022 until May 9, 2022, other than changing the pain rating between 7 and 8, and then are virtually identical from May 10, 2022 through at least October 31, 2023, other than changing the pain rating between 6 and 7. Beginning on May 23, 2022, Santiago PT began listing Harhash as the "Referring Provider" on all of its visit notes.

819. On February 9, 2022, Claimant E returned to the 59-01 Clinic, where he was seen by Harhash of Washington Medical for an initial examination. At this visit, Claimant E now claimed that he "was going down the building stairs when he slipped and fell due to snow." Harhash recorded normal range of motion in the right shoulder, in stark contrast to the limited motion documented by Santiago PT one month earlier. He also noted positive Spurling, straight leg, McMurray, and Neer's tests to support diagnoses of cervical and lumbar radiculopathy, as well as a left medial meniscus tear, despite the absence of any imaging for that body part. Harhash recommended a panoply of medically unnecessary interventions, including trigger point injections, EMG studies, physical therapy, acupuncture, and potential epidural injections and surgery, further escalating treatment and billing, and claimed that Claimant E was 100% disabled.

820. On information and belief, and consistent with the predetermined treatment protocol, Claimant E was referred to the 59-01 Clinic and/or Washington Medical Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant E's WC claim and, in turn, his underlying personal injury claim.

821. The pattern of escalating treatment and examination of body parts not previously evaluated continued at the 59-01 Clinic with a session of acupuncture therapy by Bayner of SMB Medical on February 18, 2022. Though the acupuncture session notes indicate that Claimant E's initial visit was on February 17, 2022, there were no records of any initial acupuncture evaluation on any date.

822. On information and belief, the referral to Metro Point Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant E or a licensed HCP.

823. Thereafter, pursuant to the predetermined treatment protocol and at the referral of Bayner, Claimant E continued to receive unnecessary and unwarranted "treatment" at the 59-01 Clinic, including acupuncture and RPW, administered by Bayner, or others acting under Bayner's direction and control, through SMB Medical.

824. Thereafter, on March 7, 2022, Claimant E underwent four trigger point injections to the lumbar and cervical spine under ultrasound guidance, performed by Harhash of Washington Medical at the 59-01 Clinic.

825. On information and belief, Claimant E had to travel approximately 30 miles from his residence in Rahway, New Jersey on March 7, 2022 for the injections.

826. On March 18, 2022, at the apparent referral of Harhash, Claimant E underwent a second round of MRIs for his lumbar and cervical spine at non-party All County, LLC ("All County"), which differed significantly from the MRIs performed by Contemporary Diagnostic just two months earlier. Specifically, All County's MRIs showed a bulging disc at L2-3 "without stenosis," left foraminal herniation at L3-4 impinging the exiting L3 nerve root, a bulging disc at

L4-5 with foraminal encroachment, L5-S1 normal, no stenosis at C3–4 or C4–5, thecal sac impingement at C5–6, and a left paracentral herniation at C6–7, with incidental findings.

827. On March 21, 2022, Claimant E returned to the 59-01 Clinic and underwent musculoskeletal ultrasounds of the cervical spine, trapezius muscles, lumbar spine, and sacroiliac joints, and autonomic nervous system testing, performed by non-party Richard C. Denise, M.D. ("Denise"). The ultrasound identified only mild, localized inflammation in select cervical facets and trapezius muscles, with no lumbar or sacroiliac abnormalities.

828. On that same day (March 21, 2022), in addition to also undergoing physical therapy at Santiago PT, Claimant E also had an initial evaluation by a physician assistant at non-party Roman Isaac MD PLLC ("RI PLLC")'s office in Elmhurst, New York. At this visit, Claimant E's complaints suddenly expanded to include alleged injuries in both knees. Without any supporting imaging, the physician assistant expanded the diagnoses to bilateral medial meniscus tears and added a right shoulder sprain. The physician assistant also referred Claimant E for MRIs of both shoulders, despite that an MRI of the left shoulder had already been performed approximately two months earlier and instructed him to continue physical therapy for both knees and shoulders. Despite the new bilateral knee diagnoses and a referral for physical therapy now including the right knee, none of Claimant E's subsequent physical therapy records mentioned the right knee.

829. On April 21, 2022, Claimant E underwent a second MRI of the left shoulder at All County, which contradicted the January 2022 MRI, showing bursitis but no labral fraying. The right shoulder MRI, performed the same day, purportedly revealed supraspinatus tendinosis, bursitis, and effusion.

830. On April 22, 2022 when non-party physician assistant Peter Perou ("Perou") at RI PLLC ordered MRIs of both knees that were later performed at All County and reportedly showed posterior horn meniscus tears, retinacular sprains and effusion in both knees.

831. The fraudulent protocol then pivoted to "treating" these manufactured injuries. Just five days after the shoulder MRIs, on April 26, 2022, Bayner of SMB Medical performed RPW on Claimant E's right shoulder, citing decreased range of motion, tenderness, and weakness. Yet the very next day, on April 27, 2022, Harhash again documented the right shoulder range of motion as completely normal, directly contradicting Bayner's findings. In that same visit, Harhash relied on the recent March 2022 MRIs to recommend epidural injections to both the cervical and lumbar spine. He limited his exam to the left knee and left shoulder, noting impingement signs and reduced motion on the left side only, while ignoring the right knee entirely. Despite prior diagnoses of bilateral knee and right shoulder pathology by Perou, Harhash dismissed them, noting the right shoulder to have normal range of motion and classified Claimant E as 100% temporarily disabled.

832. On May 9, 2022, Claimant E underwent a second musculoskeletal ultrasound at the 59-01 Clinic by Denise. This ultrasound, which examined the exact same body regions as a prior March 21, 2022 musculoskeletal ultrasound performed by Denise, produced a wholly different set of results. Inflammation previously documented in the cervical spine and trapezius disappeared, while new findings suddenly appeared at other levels. The lumbar spine and sacroiliac joints, however, remained consistently normal in both studies.

833. On June 14, 2022, Claimant E again saw Harhash at the 59-01 Clinic, who noted cervical spasms, lumbar tenderness, positive straight leg raises, and left shoulder impingement with limited range of motion, but once again did not examine the right shoulder or right knee, and repeated the same recommendations: continue physical therapy, epidural injections, and upper and

lower extremity EMGs, despite also claiming in his report that an upper extremity EMG, which purportedly was positive for bilateral C6 radiculopathy, had just been performed on May 19, 2022. Notably, no records were produced for this purported May 19, 2022 EMG.

834. On June 20, 2022, Claimant E returned to RI PLLC's Elmhurst, New York office, where he was again seen by Perou, who expanded Claimant E's complaints further, now documenting bilateral knee pain, bilateral shoulder pain, and a left wrist injury, recorded vague shoulder limitations, bilateral knee tenderness with effusion, and positive McMurray's tests, diagnosed rotator cuff tendinosis in both shoulders and medial meniscus tears in both knees, and raised the possibility of arthroscopic surgery for the knees and shoulders.

835. On June 21, 2022, Claimant E appeared for a NY WCB-ordered orthopedic IME with David Rubinfeld, M.D. Despite months of treatment for alleged bilateral knee tears, shoulder sprains, and a left ankle injury, Claimant E reported only neck, left shoulder, and left knee pain. Dr. Rubinfeld's physical exam stood in stark contrast to the treating providers' reports. He found both knees with perfect range of motion and no effusion. Both shoulders demonstrated full, pain-free motion. The left ankle was also entirely normal. In the spine, he noted only mild to moderate cervical limitation and minimal thoracolumbar restriction, with no spasms, no trigger points, and negative Spurling's and straight leg tests, directly contradicting the repeated positive findings documented by Claimant E's treating physicians and physical therapist. Dr. Rubinfeld concluded Claimant E was only 25% partially disabled under NY WCB guidelines, capable of lifting up to 40 pounds, and that no further treatment was necessary.

836. Yet less than five weeks later, at a visit on July 25, 2022 at RI PLLC, Perou documented knee and shoulder findings already ruled out by Dr. Rubinfeld, describing both knees

as "improved" with normal flexion and continued to record positive shoulder impingement, and recommended more physical therapy and follow-up visits.

837. On August 8, 2022, Harhash also disregarded the findings of the NY WCB IME, and recorded a series of positive tests (Spurling's, straight leg raise, Neer's impingement, and McMurray's) across the cervical spine, lumbar spine, left shoulder and left knee, and continued to ignore the right knee and right shoulder, other than noting the right shoulder to have normal range of motion. He declared Claimant E 100% disabled and recommended yet more therapy, injections, and EMG studies. These findings also contradicted the July 25, 2022 visit at RI PLLC, which noted improvement.

838. In a decision dated August 18, 2022, the NY WCB disallowed MRIs of both shoulders on April 21, 2022 because the shoulders were not established injuries; a March 21, 2022 office consultation, finding insufficient evidence that the visit was causally related treatment/testing for the established sites of injury; and physical therapy from March 23, 2022 to April 26, 2022 and June 13, 2022 to June 20, 2022. Though the decision stated that Claimant E's knees and shoulders were not established injuries, his treating providers continued to bill and treat as though they were.

839. Despite the NY WCB August 18, 2022 ruling, on September 14, 2022 and October 12, 2022, Claimant E returned to Harhash, where he was examined for neck, left knee, left shoulder, and middle and low back pain. Harhash submitted nearly identical examination reports, mechanically repeating positive tests and 100% disability findings, with only minor adjustments to pain scores and left shoulder measurements.

840. On October 13, 2022, Claimant E underwent another NY WCB-ordered IME with orthopedist Salvatore Corso, M.D., which once again directly contradicted the reports of his

treating providers. Dr. Corso found full range of motion in both shoulders with no impingement, no spasms in the cervical or lumbar spine, and a negative Spurling's test. The left knee showed near-normal range of motion with no effusion and negative McMurray's test. Dr. Corso concluded Claimant E could work with restrictions, lifting up to 30 pounds, far from the 100% disability repeatedly claimed by Harhash.

841. Directly inconsistent with the findings of the October 13, 2022 NY WCB IME, less than two weeks later, on October 25, 2022, Claimant E underwent trigger point and cervical epidural injections, performed by Harhash of Washington Medical at an ASC in Queens, New York.

842. On information and belief, Claimant E had to travel approximately 35.5 miles from his residence in Rahway, New Jersey on October 25, 2022 for the injections.

843. On November 16, 2022, Harhash again recycled his exam findings to justify further lumbar epidural injections and an EMG of the lower extremities. The EMG of the upper extremities performed on November 23, 2022 was purportedly "suggestive of bilateral C6-C7 radiculopathy, thereby creating the appearance of a "worsening" injury.

844. Despite not receiving an evaluation for the left knee or right shoulder during his initial treatment with Rodrigues, multiple IMEs noting normal evaluations of the left knee and right shoulder, and Harhash consistently documented the right shoulder as having a normal range of motion, on December 13, 2022, Claimant E returned to the 59-01 Clinic for an initial consultation with non-party orthopedic surgeon regarding his left knee and bilateral shoulders. Though billing records indicated that Claimant E had been referred by Santiago PT, the consultation was addressed to Perou. At this visit, Claimant E provided a new account of the incident, claiming he fell from a "4 foot ladder."

845. In contrast to prior examinations by Harhash, at the December 13, 2022 visit, the non-party surgeon documented limited range of motion in both shoulders and the left knee, and a positive O'Brien's test on the left shoulder demonstrating post-traumatic impingement. Despite that it was Claimant E's first treatment visit with this doctor, the doctor recommended arthroscopic debridement of the left knee medial meniscus, as well as a corticosteroid injection for the left shoulder.

846. On December 28, 2022, Harhash conducted another examination of the cervical spine, thoracolumbar spine, left knee, and left shoulder. Despite Dr. Corso's October 2022 IME, demonstrating no trigger points, no muscle spasms and no abnormal findings, Harhash documented markedly reduced range of motion to justify further interventions, including an EMG of the lower extremities, additional cervical and lumbar epidural steroid injections, and trigger point injections.

847. On February 3, 2023, Claimant E underwent cervical epidural steroid injections at C5–T1 under fluoroscopic guidance and trigger point injections at the C7–T1 paraspinal muscles, performed by Harhash of Washington Medical at an ASC in Queens, New York, despite prior IMEs finding no muscle spasms.

848. On information and belief, Claimant E had to travel approximately 35.5 miles from his residence in Rahway, New Jersey on February 3, 2023 for the injections.

849. Less than three weeks later, on February 23, 2023, Claimant E was seen again by Harhash, who again issued a nearly identical examination report, with the right shoulder once again documented as having normal range of motion. In treatment notes from multiple visits, Bayner of SMB documented limitations and complaints regarding right shoulder contradicting Harhash's findings.

850. On February 28, 2023, the non-party surgeon again recommended arthroscopic surgery to the left knee, citing a medial meniscus with restricted flexion and pain.

851. Just two days later, on March 2, 2023, Claimant E underwent a NY WCB-ordered IME with Dr. Louis McIntyre, M.D., who found Claimant E fully capable of work without restriction, and that Claimant E had 0% scheduled loss, *i.e.*, no permanent impairment, of his left shoulder and left knee, directly contradicting Claimant E's treating physicians. Examination of both knees, shoulders, and the cervical and lumbar spine revealed full range of motion and no deficits. In his IME questionnaire Claimant E claimed that at the time of the incident he injured his neck, low back, right shoulder, and left knee (despite having made no complaints regarding his neck, right shoulder or left knee at the ER) and stated that he currently had pain to "all the body."

852. On March 13, 2023, ten days after Dr. McIntyre's IME, Subin Firm served and verified Claimant E's Bill of Particulars alleging injuries to the cervical spine, lumbar spine, left shoulder, and left wrist, including pain, joint effusion of the knee, and muscle spasms around the spine, and alleged that Claimant E was temporarily 100% disabled.

853. The verified Bill of Particulars itself contains contradictory accounts of the incident, including that Claimant E fell from an unsecured extension ladder and elsewhere from an A-frame ladder at an elevated height, which also directly conflict with Claimant E's prior accounts to Rodrigues (fall from step ladder), Hostin (fall from 4-foot ladder (i.e., a step ladder)), Harhash (slip on building stairs due to snow), and the June 2022 IME with Dr. Rubinfeld (fall on stairs).

854. On information and belief, Subin Firm knowingly and intentionally falsified and/or misrepresented the circumstances of Claimant E's accident to make it appear that Claimant E's fall (to the extent it occurred at all) occurred from a greater elevation than actually occurred, and

thereby falsely invoke the protections of Labor Law §240(1), which imposes strict liability for injuries resulting from gravity-related risks. This deliberate misrepresentation was calculated to deceive insurers, including Plaintiffs, as well as courts and opposing parties, to create the illusion of statutory strict liability where none existed, and to unlawfully inflate the perceived value and settlement potential of Claimant E's workers' compensation claim and Labor Law lawsuit.

855. During a NY WCB hearing on March 28, 2023, Judge William Hahn ruled there was no prima facie evidence that any right shoulder injury was causally related to the incident.

856. Despite the objective assessments at IMEs demonstrating full function and no disability, Harhash continued repetitive and unnecessary examinations on April 18, 2023, June 9, 2023, and July 7, 2023, continuing to document purported positive findings, as well as repeated decreases in lumbar spine flexion, and falsely claiming 100% temporary disability, to create the appearance of a progressive injury and provide a false justification for further medical intervention, including cervical and lumbar epidural injections, and, as of July 7, 2023, indicating that Claimant E would "be scheduled for lumbar discectomy surgery," with possible percutaneous lumbar discectomy.

857. On September 12, 2023, Claimant E appeared for a NY WCB–ordered IME with orthopedic surgeon Dr. Satish Kashyap and once again expanded his list of claimed injuries, claiming to immediately have felt pain after the "accident" in his right knee and right shoulder, as well as the cervical and lumbar spine, left knee, and left shoulder, despite contradicting ER records, and wrongly indicated that he was scheduled for neck surgery (in addition to left knee surgery).

858. Dr. Kashyap's IME findings stood in stark opposition to those documented by Harhash. The cervical spine was shown to have a negative compression test with normal range of motion. Similarly, where Harhash had promoted a narrative of lumbar pathology severe enough to

justify a discectomy and repeated EMG studies, Dr. Kashyap found a negative straight leg raise bilaterally, with no signs of radiculopathy. Both shoulders demonstrated full or near-full range of motion, and no effusion, or impingement. The knees were likewise unremarkable: the right knee had a normal range of motion, while for the left knee, there was no tenderness, heat, swelling, effusion, no pain on motion, and no evidence of internal derangement.

859. In direct contrast to Harhash's repeated assertions of "temporary 100% disability," Dr. Kashyap determined, consistent with the other IMEs, that Claimant E was capable of returning to work, subject only to lifting restrictions, and did not need physical therapy. Yet, just days later, Claimant E returned to physical therapy on September 19, 2023 and September 20, 2023, again alleging "6 out of 10" pain in nearly every claimed body part, including the neck, lower back, bilateral shoulders, left knee, and the left wrist. By that point, Claimant E had purportedly undergone nearly 190 physical therapy sessions since February 2022, a number far exceeding reasonable medical necessity and evidencing an intentional effort to prolong care and inflate damages.

860. On March 26, 2024, Subin Firm filed a motion to withdraw from Claimant E's lawsuit at the advice of ethics counsel because they did "not believe it appropriate for it to continue to litigate this matter pursuant to the New York Rules of Professional Conduct."

861. In its opposition to Subin Firm's motion, defense counsel noted that Subin Firm had moved to withdraw from 24 cases under similar circumstances in March 2024 alone, 12 of which involved direct allegations of fraud against Subin Firm and the treating medical providers.

862. On June 28, 2024, the judge granted Subin Firm's motion to withdraw without conducting a hearing.

863. On September 24, 2024, after Claimant E failed to obtain new counsel and failed to appear at a status conference, the Court dismissed the case with prejudice.

864. In creating the multitude of false or misleading reports purporting to support that the lumbar and cervical trigger point and epidural injections, and other treatment, performed on Claimant E, who had no objective signs of acute injury on date of accident, was medically necessary, Washington Medical Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel, NY WCB and/or other parties to the underlying lawsuit and related workers' compensation claim as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

865. In creating the multitude of false or misleading reports purporting to support that the lumbar and cervical trigger point and epidural injections, and other treatment performed on Claimant E, who had no objective signs of acute injury on date of accident, was plausibly justified, Bayner, SMB and Contemporary Diagnostic knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, NY WCB, New York State Courts and/or other parties to the underlying lawsuit and related workers' compensation claim as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

866. On February 1, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified and filed a Verified Complaint on behalf of Claimant E alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant

E was "sustained serious injuries" and "was rendered, sick, sore, lame and disabled" by the events of November 29, 2021, whereafter Claimant E showed no objective sign of any acute injury, and falsely invoking Labor Law § 240(1), as alleged herein.

867. On or about March 13, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified, signed and mailed and/or emailed the Bill of Particulars on behalf of Claimant E alleging under penalty of perjury that Claimant E suffered injuries to his cervical spine, lumbar spine, left shoulder, and left wrist as a result of the events of November 29, 2021, whereafter Claimant E showed no objective sign of any acute injury.

868. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit were knowingly false, and mailed in furtherance of and as a necessary step in the Fraud Scheme.

vi. **Claimant F (Trip-and-Fall Claim)**

869. Claimant Raymond Perez ("Claimant F") alleged to have sustained multiple injuries after an unwitnessed, standing-height trip-and-fall on a sidewalk at 114-63 Queens Boulevard, Queens, New York on June 8, 2021.

870. On information and belief, Claimant F is Hispanic and, at the time of his purported accident, had limited financial means.

871. Claimant F testified that he was approached by an individual while exiting the hospital, who told him to call the lawyer and handed him Roytblat's business card. Claimant F was initially represented by Roytblat until on or about August 13, 2021 and prior to filing the underlying complaint.

872. Claimant F was one of at least three individuals, including one other Subin Firm Claimant, who alleged serious injuries from standing-height trip-and-fall accidents that occurred within days of each other in front of the same group of apartment buildings, and, were all initially represented by former-Subin Firm attorney Alexander Roytblat ("Roytblat"), as demonstrated by letters of representation.[27] One of those other claimants resided 0.4 miles from Claimant F at the time of the alleged accidents.

873. Claimant F's girlfriend, who was listed as his emergency contact for his left shoulder surgery, also brought a lawsuit for an alleged trip-and-fall in Queens, New York that occurred within days of the other claimants.[28]

874. Claimant F testified that he was employed at the time of his accident and that his boss, who did not see him fall, heard him scream and hailed a cab to take Claimant F to the hospital. However, Claimant F did not provide any concrete information regarding his employer or boss, instead providing the names of two different bosses and employers, and a phone number that did not work. The identified employers were not found in any searches on New York State Division of Corporations or google business searches.

875. Medical records reflect that after retaining Subin Firm, Claimant F's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in left shoulder and ACDF surgeries, and recommendations for left ankle and left knee surgeries.

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[27] *See Mena v. Forest Hills S. Owners, Inc.*, Index No. 712782/2022 (Queens Cnty. Sup. Ct.) (alleging trip-and-fall in front of 77-15 113th Street, Queens, New York on June 12, 2021); *Chavez v. Forest Hills S. Owners Inc.*, Index No. 535049/2022 (Kings Cnty. Sup. Ct.) (alleging trip-and-fall in front of 116-03 Queens Boulevard, Queens, New York on June 2, 2021); Index No. 537168/2022, Doc. 114 (March 23, 2026); *see also* https://foresthillssouthowners.com/the-property (last visited July 13, 2026).

[28] *See Sarete v.30-88 21st Street Realty, LLC*, Index No. 727324/2021 (Queens Cnty. Sup. Ct.) (alleging trip-and-fall on May 31, 2021).

876. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant F to enter into one or more TPLF loans, liens or letters of protection in connection with his underlying personal injury claim. On information and belief, one or more of those TPLF loans, liens and/or letters of protection were used to finance all (or nearly all) of Claimant F's unnecessary and unwarranted medical treatment and/or surgeries related to his underlying personal injury claim, notwithstanding that Claimant F testified that he was a Medicaid beneficiary.

877. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant F and to provide a means by which those Medical Provider Defendants could obtain reimbursement for unnecessary and unwarranted treatment and services that were not reimbursable through Medicaid because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through Medicaid.

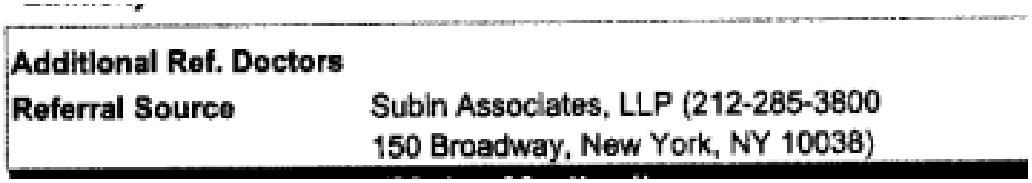
878. On the day of the accident, Claimant F took a car to the ER, where he complained of left shoulder and left knee pain, but **"denied back pain and neck pain."** Examination revealed no cervical spinous process tenderness or muscular tenderness, left knee bony tenderness with no swelling and normal range of motion. An X-ray of the left knee revealed trace suprapatellar effusion (fluid), but no fractures or dislocations. As for Claimant F's left shoulder, examination revealed tenderness, but no swelling, no crepitus, and normal range of motion, and an X-ray revealed no acute injuries. Claimant F was diagnosed with acute pain of the left knee and a contusion of the left shoulder and discharged after approximately three hours, with an ACE

bandage and cane for his left knee and instructions to take over-the-counter Ibuprofen for pain and to follow up with their clinic. Upon discharge, Claimant F was in stable condition, observed with a steady gate and was feeling well.

879. Less than a week later, on June 15, 2021 and August 5, 2021, Claimant F presented to the same ER, at which time he made no complaints of pain to any body parts. ER records from the latter visit indicate that Claimant F's musculoskeletal examination showed **no swelling or tenderness, normal range of motion, and that Claimant F had no neck or back pain.**

880. Instead of following up with the clinic as directed by the ER, Claimant F was ultimately directed by one or more Subin Defendants and/or others acting on their behalf to seek treatment with several of his treating providers including Macagno, McCulloch, Gerling, Weiner and Karafin, as confirmed by Claimant F at his deposition, and also noted in IME and medical records, and consistent with Weissbluth's declaration:

> functional as far as activities of daily living. He was able to take a train to our exam today. He was referred to Dr. Gerling, Dr. Macagno, Dr. McCulloch, Dr. Weiner, and Dr. Karafin by his attorney.



881. On June 18, 2021, pursuant to the predetermined treatment protocol, Claimant F presented for his first post-hospital treatment at All Boro with Karafin, where he expanded the scope and severity of his purported injuries, with Karafin reporting that Claimant F had also **sprained his left ankle and low back,** in addition to injuring his left shoulder and left knee **despite having made no complaints regarding his left ankle or low back at the ER following his alleged accident**. Karafin's physical examination purportedly revealed tenderness to the left

shoulder with pain on full range of motion, left-sided lumbar pain, pain over the lateral aspect and in the patellofemoral compartment of the left knee, and pain over the deltoid ligament and on eversion for the left ankle. **Claimant F's cervical examination, however, revealed full range of motion.** All Boro Non-Parties' bills for Claimant F's treatment were submitted under an attorney lien, consistent with Weissbluth's declaration.

882. On information and belief, consistent with Weissbluth's declaration, Claimant F was referred to All Boro Non-Parties by one or more Subin Defendants and/or others acting on their behalf, as part of a coordinated scheme and Enterprise to fraudulently inflate the value of Claimant F's underlying personal injury claim.

883. Pursuant to the predetermined treatment protocol (and consistent with H. Subin's mandate that all referrals for MRIs by All Boro be made to Kolb Defendants, per the declaration of Weissbluth), after his initial examination of Claimant F, Karafin referred Claimant F to Kolb Defendants for MRIs of his left ankle, left shoulder and left knee, and to a non-party HCP for physical therapy for his left ankle, low back, left shoulder and left knee, but indicated that he wanted to "observe the results of physical therapy on the low back prior to consider [sic] any additional diagnostic studies."

884. On June 30, 2021, Claimant F commenced physical therapy for his left shoulder, low back, left knee and left ankle, and, thereafter, purportedly underwent approximately 49 physical therapy sessions through March 1, 2022, which, according to the progress notes, were only for the left shoulder and left knee.

885. Demonstrative of the fraudulent nature of Claimant F's purported treatment at the 59-07 Clinic, all of the physical therapy session progress notes are virtually identical, including identical typos such as "Massage Herapy" and "Thereapeutic Exercises," identical

photocopied/stamped physical therapist signatures, identical "treatments" and plans, and no indication what body parts were treated other than reference to either the left shoulder or left knee in the subjective complaints, presumably meaning only those body parts were treated.

886. In July of 2021, at the referral of Karafin and pursuant to the predetermined treatment protocol, Claimant F underwent unnecessary and unwarranted MRIs of his left shoulder, left knee, left ankle, interpreted by Kolb through Kolb Radiology, which purportedly showed: (i) a high-grade partial rotator cuff tear involving the supraspinatus and infraspinatus tendons, partial tear of the anterior superior distal insertion of the subscapularis tendon, and SLAP tear extending into the anterior superior labrum for the left shoulder; (ii) and a tear of the posterior horn of the medial meniscus, partial tear of the anterior cruciate, and partial tearing of the posterior tibial insertion of the medial collateral ligament for the left knee; and (iii) a partial Achilles tendon tear, soft tissue edema, tear of the interosseous talocalcaneal ligaments, syndesmosis, partial tearing of the fibular insertion of the posterior talofibular ligament without joint effusion for the left ankle.

887. On or before August 13, 2021, Claimant F retained Subin Firm to represent him in connection with his trip-and-fall claim, as evidenced by a power of attorney, executed by Claimant F and dated August 13, 2021, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records, which was notarized by DeLeon.

888. Claimant F did not return to All Boro for five months, finally returning on November 19, 2021, where he was seen by Weiner, purportedly for persistent back pain. Weiner reported reviewing MRIs of Claimant F's left shoulder, left knee, and left ankle, and that physical examination revealed diminished range of motion of the aforementioned body parts. Though Claimant F had denied any back or neck pain at the ER, had not otherwise previously reported any neck pain, and had full range of motion of his cervical spine at his June 18, 2021 visit, Weiner

reported observing limited range of motion of Claimant F's cervical and lumbar spine, and recommended that he "start" physical therapy and follow up with an orthopedic surgeon. Additionally, though Karafin had previously indicated that he wanted to observe the results of physical therapy before referring Claimant F for any further diagnostic studies, Weiner nevertheless referred Claimant F to Kolb Defendants for an MRI of his lumbar spine without mentioning the results of physical therapy.

889. Thereafter, on December 21, 2021, at the referral of Weiner and pursuant to the predetermined treatment protocol, Claimant F underwent an unnecessary and unwarranted MRI of his lumbar spine, interpreted by Kolb through Kolb Radiology, which purportedly showed L5-S1 disc herniation with central and bilateral foraminal narrowing and impingement on the bilateral thecal S1 nerve roots and exiting bilateral L5 nerve roots; L4-L5 disc herniation with central and foraminal narrowing; and L3-L4 broad posterior disc herniation with central and bilateral foraminal narrowing.

890. On December 28, 2021, pursuant to the predetermined treatment protocol, Claimant F presented to McCulloch Ortho for an initial examination by a physician assistant under the supervision of McCulloch, for his left shoulder and left knee, and reported "improvement of his painful symptoms with physical therapy," rating his pain levels at 7/10 for his left shoulder and 4/10 for his left knee. McCulloch Ortho Defendants' records indicate that its bills for Claimant F's treatment were submitted under an attorney lien.

891. On information and belief, the referral to McCulloch Ortho Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant F or a licensed HCP.

892. On January 18, 2022, Claimant F returned to McCulloch Ortho where he was seen by non-party Siddartha Sharma, DPM ("Sharma") of McCulloch Ortho for an initial examination, whereat, according to treatment notes, Claimant F reported unspecified pain and swelling of his left ankle, examination revealed limited range of motion, and his left ankle MRI was reviewed. Though this was Claimant F's first visit with this doctor, he had not completed any course of conservative care for his left ankle and had not made any complaints regarding his left ankle at the ER, Sharma recommended extensive left ankle surgery (arthroscopy with debridement repair and tenolysis of Achilles tendon; modified Broström repair of collateral ligaments) and Claimant F agreed to proceed with the proposed surgery.

893. To provide a justification for the proposed left ankle surgery, Sharma falsely stated that Claimant F had exhausted conservative therapy (despite that, at most, the only conservative care that Claimant F had received for his left ankle consisted of a single physical therapy session on June 30, 2021) and that his symptoms and injuries were causally related to his accident (despite Claimant F having made no complaints regarding his left ankle at the ER).

894. On January 25, 2022, Claimant F returned to McCulloch Ortho for his left shoulder and left knee and was again seen by a physician assistant under the supervision of McCulloch, who reported reviewing Claimant F's MRIs and that exam results were unchanged. Though Claimant F had previously reported improvement with physical therapy, the physician assistant instructed Claimant F to meet with McCulloch to discuss surgical options, including arthroscopic surgeries for the left shoulder and left knee.

895. On February 18, 2022, Claimant F returned to McCulloch Ortho for his left shoulder and left knee where he was seen by another physician assistant under the supervision of McCulloch. Per the follow-up exam report, signed by McCulloch, McCulloch recommended left

knee and left shoulder surgeries (left knee arthroscopic meniscal debridement versus possible repairs, followed by left shoulder arthroscopic rotator cuff and labral debridements and decompressions versus possible repairs and a Mumford prodecure) and Claimant F agreed to proceed with the proposed surgeries. To provide a justification for the proposed surgery, McCulloch, falsely indicated that Claimant F had "failed extensive conservative treatment," despite that near-contemporaneous physical therapy records indicated to continue physical therapy as planned (which Claimant F proceeded to do) and repeatedly indicated that Claimant F tolerated physical therapy treatment well.

896. Claimant F returned to McCulloch on March 14, 2022 where he met with Weiner for his low back, reportedly now complaining of numbness to his left leg, and was referred to a spine specialist, and for physical therapy and an EMG study of his lower extremity.

897. Claimant F returned to McCulloch Ortho on April 19, 2022, where he was seen by non-party Patricia Meehan, DPM ("Meehan"), and complained of left ankle pain, and was again recommended left ankle surgery, to which Claimant F agreed.

898. On May 3, 2022, pursuant to the predetermined treatment protocol, Claimant F saw Macagno at NYSI for an initial consultation and complained of neck and low back pain. Despite this being his first visit with this provider and having not received (or been recommended for) any injections for his neck or back, Macagno recommended extensive low back surgery (L3-S1 laminectomy, L5-S1 transforaminal lumbar interbody fusion ("TLIF") and possible L4-5 TLIF), and Claimant F agreed to proceed with the proposed surgery. To provide a justification for the proposed surgery, Macagno falsely indicated that Claimant F had tried extensive conservative treatment, including physical therapy, despite that Claimant F had undergone, at most, six physical therapy sessions for his low back.

899. On information and belief, the referral to NYSI Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant F or a licensed HCP.

900. On June 20, 2022, pursuant to the predetermined treatment protocol McCulloch performed unnecessary and unwarranted extensive left shoulder arthroscopic surgery (debridement, synovectomy, subacromial decompression and Mumford procedure) on Claimant F at an ASC, despite there being no objective indication for such surgery. On information and belief, this surgery was paid in whole or in part through one or more TPLF loans and/or a lien or letter of protection, as evidenced by "funding case – paid in ad" on billing records.

901. On July 22, 2022, Claimant F returned to All Boro where he saw Karafin for a purported second opinion regarding lumbar surgery, despite having already agreed to the proposed surgery. Karafin recommended continued physical therapy and referred him to a second spinal orthopedist and for a lower extremity EMG, which Karafin performed at All Boro on July 25, 2022, and which purportedly revealed evidence of bilateral L5-S1 radiculopathy and evidence of left tibial neuropathy.

902. On October 14, 2022, pursuant to the predetermined treatment protocol and, per Claimant F's testimony, at the referral of Subin Firm, Claimant F saw Gerling at the Gerling Institute for low back pain. Gerling indicated that Claimant F complained of 7/10 low back pain and that his symptoms had been present for only two months (despite that the "accident" occurred more than 16 months earlier) and referred to the trip-and-fall accident as occurring in May of 2020 (over a year prior to the date of his purported accident). Gerling reported reviewing the December 21, 2021 low back MRI, and ordered X-rays of the lumbar spine, performed the same day which

purportedly showed L1-3 lateral listhesis and L2-5 retrolisthesis. Gerling diagnosed Claimant F with lumbar disc herniation and radiculopathy, and recommended Claimant F for lumbar diskectomy with annuloplasty at L3-S1 (despite also indicating that symptoms were only present for 2 months), and Claimant F agreed to proceed with the proposed surgery. To provide a false justification for the proposed surgery, Gerling falsely indicated that Claimant F had attempted physical therapy for the back "[f]or 2 years," despite that, with the exception of his initial PT visit on June 30, 2021, Claimant F had only undergone physical therapy for his low back for, at most, seven months.

903. On information and belief, the referral to Gerling Institute Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant F or a licensed HCP.

904. At the October 14, 2022 visit, Gerling further reported that Claimant F "is employed" and had been working at the time of his alleged accident for "a linen company in a position that does not require any heavy lifting in excess of 20 lbs." Notwithstanding the foregoing, in Claimant F's Bill of Particulars, dated February 28, 2023 and served by Subin Firm, it was claimed that Claimant F was unemployed at the time of the accident and had been unable to seek or accept employment as a result of the accident. Gerling Institute Defendants' records indicate that its bills for Claimant F's treatment were submitted to Subin Firm and not to Medicaid.

905. Claimant F's Bill of Particulars was not signed or verified by 22 NYCRR § 130-1.1a(b) and the CPLR, instead, contained an unsigned verification page.

906. One week later, on October 21, 2022, to provide a false justification for lumbar surgery, Claimant F underwent a lumbar epidural steroid injection, performed by Weiner. This was the only injection Claimant F had prior to undergoing lumbar fusion surgery.

907. On April 20, 2023, Claimant F underwent lumbar discectomy at the left L3-4 level, performed by Gerling of Gerling Institute at Bayonne Medical Center in Bayonne, New Jersey, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

908. On information and belief, at the time of the lumbar discectomy, Claimant F and Gerling resided in the State of New York.

909. On information and belief, Claimant F had to travel approximately 29 miles from his residence in Brooklyn, New York for the lumbar discectomy on April 20, 2023.

910. In travelling (and in causing Claimant F to travel) from New York to New Jersey on April 20, 2023, for the purpose of undergoing a knowingly unjustified surgery, and in performing that procedure and preparing the false documentation thereto, Gerling thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" such kickback scheme, and in fact did so, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

911. On information and belief, the April 20, 2023 surgery was paid for, at least in part through one or more TPLF loans, liens or letters of protection.

912. On January 24, 2024, Dr. Edward A. Toriello performed an orthopedic IME of Claimant F. Claimant F was accompanied by a representative from Subin Firm and reported injuring his low back, left shoulder, left knee, left ankle, both feet, neck and thoracic spine, despite that Claimant F never made any complaints to any treating providers of any injuries to his feet or

thoracic spine, and made no complaints regarding his left ankle, neck or back at the ER. Claimant F also stated that he was working as a driver at the time of the accident, despite claims in his Bill of Particulars that he was unemployed and Gerling's indication that he worked for a linen company at the time of the accident. Dr. Toriello determined that Claimant F revealed no objective evidence of continued disability, was able to return to work and normal daily living activities without restriction and did not require any further orthopedic care. Dr. Toriello opined that Claimant F did not sustain any injuries to his low back or left shoulder that would require surgical intervention, reasoning that Claimant F made **no complaints of pain in any way in his lower back when seen at the ER following his alleged trip-and-fall, which was inconsistent with a serious injury necessitating eventual surgery** and that Claimant F's left shoulder intraoperative photos did not reveal any evidence of a causally related condition that would have required surgical intervention.

913. On February 28, 2024, Dr. Joseph C. Yellin performed a neurology IME of Claimant F. Claimant F was again accompanied by a representative from Subin Firm and reported injuring his low back, left shoulder and left knee. Claimant F reported that his left shoulder was worse after surgery and that there had been "no relief" following his back surgery, despite no indications that Claimant F sought any treatment for his left shoulder or back following those surgeries. Dr. Yellin found that there was "no evidence on examination of cervical radiculopathy or lumbosacral radiculopathy" and concluded that there was "no evidence of neurological residual or disability" as a result of the purported accident, and that Claimant F was able to perform his activities of daily living.

914. On February 15, 2026, after the original complaint in this action was filed identifying Claimant F as an exemplar claimant, Cerchione LLP substituted for Subin Firm as counsel for Claimant F via consent to change attorney, executed on December 22, 2025, and signed

by Hurowitz on behalf of Cerchione LLP and G. Cerchione on behalf of Subin Firm, and continues to prosecute the case.

915. In creating the multitude of false or misleading reports purporting to support that the lumbar spine surgery performed on Claimant F, who had no objective signs of acute injury on date of accident, was medically necessary, Gerling Institute Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

916. In creating the multitude of false or misleading reports purporting to support that the left shoulder surgery performed on Claimant F, who had no objective signs of acute injury on date of accident, was medically necessary, McCulloch Ortho Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

917. In creating the multitude of false or misleading reports purporting to support that the lumbar spine and left shoulder surgeries, injections, and other treatment performed on Claimant F, who had no objective signs of acute injury on date of accident, as well as the recommendations for left ankle and left knee surgeries, was plausibly justified, NYSI Defendants, and Kolb Defendants knew, or should have known, such records to be false, and further knew, or should

have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

918. On December 21, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified and filed a Verified Complaint on behalf of Claimant F alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant F was "caused to sustain serious, harmful, permanent injuries," as well as "great bodily injuries and pain, shock, [and] mental anguish]" by the events of June 8, 2021, whereafter Claimant F showed no objective sign of any acute injury.

919. On or about February 28, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed a Bill of Particulars on behalf of Claimant F alleging that Claimant F suffered injuries to his cervical spine, lumbar spine, thoracic spine, left knee/leg, left ankle/foot, and left shoulder as a result of the events of June 8, 2021, whereafter Claimant F showed no objective sign of any acute injury.

920. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit were knowingly false, and mailed in furtherance of and as a necessary step in the Fraud Scheme.

921. In performing the utterly unjustified and/or unrelated lumbar spine surgery, Gerling Institute Defendants, in agreement and with the assistance of Subin Firm, Kolb Defendants, and

NYSI Defendants engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

922. In performing the utterly unjustified and/or unrelated left shoulder surgery, McCulloch Ortho Defendants, in agreement and with the assistance of Subin Firm and Kolb Defendants engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

923. Claimant F's lawsuit remains pending and GNY continues to incur damages.

vii. **Claimant G (Trip-and-Fall Claim)**

924. Claimant Richard Loor Merchan ("Claimant G"), who was thirty-years old at the time, alleged to have sustained multiple injuries after an unwitnessed, standing-height trip-and-fall on a raised sidewalk flag at 37-06 69th Street, Queens, New York, at around 6 p.m. on November 8, 2021.

925. Claimant G is Hispanic and, at the time of his purported accident, was not a U.S. citizen, spoke limited English and had limited financial means.

926. Records reflect that Claimant G retained Subin Firm in connection with his purported accident before it occurred, did not seek any immediate treatment, and Claimant G's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in two surgeries.

927. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant G to enter into one or more TPLF loans, liens and/or letters of protection,

including at least one TPLF loan with Pegasus as evidenced by a UCC financing statement, in connection with his underlying personal injury claim. On information and belief, one or more of those TPLF loans, liens and/or letters of protection were used to finance all (or nearly all) of Claimant G's medically unnecessary and unwarranted treatment and/or surgeries alleged in connection with his underlying personal injury claim, notwithstanding that Claimant G testified that he was a Medicaid beneficiary.

928. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant G and to provide a means by which those Medical Provider Defendants could obtain reimbursement for unnecessary and unwarranted treatment and services that were not reimbursable through Medicaid because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through Medicaid.

929. In addition to his close ties to Claimant C and Z. Delgado, as noted above, Claimant G, who like Claimant C is/was also a livery driver, testified that he shares shared children and lived with another claimant who was also represented by Subin Firm for a purported unwitnessed trip-and-fall accident in Queens, New York that purportedly occurred within weeks of Claimant G's accident. Though that claimant ultimately did not file a lawsuit, UCC filings indicate that she had two TPLF loans with Nexify in connection with her claim.

930. Claimant G's mother, Elba Merchan, also brought a personal injury lawsuit (Index No. 525921/2019) for an alleged standing-height sidewalk trip-and-fall in Brooklyn, New York in 2019, in which she was represented by Mark D. Rolnik, Esq., an alleged runner who facilitated the

transfer of fraudulent personal injury claims to other law firms. *See Greater New York Mut. Ins. Co. v. Liakas Law, P.C.*, 26-cv-00450, ECF No. 1 at ¶¶ 130-152 (E.D.N.Y. Jan 27, 2026).

931. On November 7, 2021 (before his purported accident even occurred), Claimant G retained Subin Firm to represent him in connection with his trip-and-fall claim, as evidenced by a power of attorney, executed by Claimant G and dated November 7, 2021, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records, which was notarized by DeLeon.

STATE OF NEW YORK

COUNTY OF New York

On this 7 day of November 20 21 before me personally appeared

Richard Lee Merchant

<[PL_NAME]>, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person who acted on behalf of the individual, executed the instrument and that such individual made such appearance before the undersigned at 150 Broadway, New York.

Notary Public

LUIS F. DELEON
Notary Public, State of New York
No. 01DE6021284
Qualified in Kings County
Commission Expires October 21, 2025

932. One day after his accident, on November 9, 2021, at approximately 11:55 a.m. Claimant G presented to the ER, complaining of pain in his neck, back, right knee and right ankle. Claimant G did not make any complaints with regard to his head and denied any loss of consciousness. Per the ER records, Claimant G stated that he "fell into a hole" "while running," falling "backwards onto his back." Examination revealed no objective evidence of any injuries. Claimant G was observed to be in "no apparent distress" and revealed "full range of motion in all extremities" and "no pain, swelling or deformity of joints." An X-ray of his right ankle was "unremarkable," and a CT of the lumbar spine showed only degenerative changes (specifically mild right L4-L5 and L5-S1 neuroforaminal narrowing secondary to disc osteophyte complex). Claimant G was discharged shortly after arriving with instructions to take Ibuprofen for pain.

933. Following his initial ER visit, Claimant G's purported treatment followed an eerily similar timeline to that of his close associate, Claimant C, who also claimed strikingly similar injuries after a nearly identical unwitnessed, standing-height trip-and-fall accident in Queens, New York, in the same month (November of 2021), starting at the 59-07 Clinic with gatekeeper Metro Point Defendants and ultimately culminating in two substantially similar surgeries (right shoulder arthroscopy and ACDF).

934. Specifically, on November 12, 2021, the exact same day that Claimant C first reported to Metro Point, Claimant G presented to the 59-07 Clinic for his first post-hospital treatment, where he was seen by Bayner of Metro Point for an initial physiatry consultation, and also underwent an acupuncture initial evaluation and physical therapy initial evaluation and K-Laser treatment. At this visit, Claimant G expanded the scope and severity of his purported injuries, rating his pain as 9/10, and alleging, for the first time, that he hit his head when he fell, and had pain in his mid-back and right shoulder, despite making no such complaints at the ER. Bayner also recorded that Claimant A now complained of neck pain radiating into the right shoulder and radiating pain into the right leg, despite that the ER did not note any complaints of radiating pain. The physical therapy initial evaluation indicated that the accident involved "WC" (i.e., workers' compensation). Though Claimant G ultimately conceded that he had a prior MVA accident on October 25, 2018, for which he filed a lawsuit alleging injuries to his neck, back, knee, shoulder and ankle, Metro Point's records do not note any prior injuries.

935. Pursuant to the predetermined treatment protocol, after her initial examination of Claimant G, which consisted of Claimant G's history and a physical and neurological exam, Bayner diagnosed Claimant G with the exact same conditions as Claimant C, specifically: post-traumatic headaches with dizziness, cervical sprain/cervicalgia with muscle spasms, thoracic

sprain/thoracalgia with muscle spasms, lumbar sprain/lumbago with muscle spasms, bilateral sacroiliac joint sprain, right shoulder sprain/injury/pain, right knee sprain/injury/pain, and myofascial pain syndrome," and recommended a panoply of unnecessary and unwarranted diagnostic testing and treatment modalities nearly identical to those that Bayner recommended for Claimant C, including trigger point injections, joint injections, shockwave therapy, and functional capacity testing and algometry. Billing records indicated that all of Claimant G's treatment at Metro Point was paid for via "lien," including a purported visit on November 8, 2021 (the day of the accident), for which no records were produced.

936. On information and belief, and consistent with the predetermined treatment protocol, Claimant G was referred to the 59-07 Clinic and/or Metro Point Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant G's underlying personal injury claim.

937. Thereafter, pursuant to the predetermined treatment protocol and at the referral of Bayner, Claimant G continued to receive unnecessary and unwarranted "treatment" at the 59-07 Clinic through the summer of 2022, including purportedly undergoing six sessions of physical therapy (all presumably for the low or mid back), acupuncture (all presumably for the low back or right leg), and two rounds of K-Laser and one round of RPW for the lumbar spine, most, if not all, of which was administered by Bayner, or others acting under Bayner's direction and control, through Metro Point.

938. Demonstrative of the fraudulent nature of Claimant G's purported treatment at the 59-07 Clinic, the physical therapy session progress notes are virtually identical, provide little to no

insight into what "treatments" were allegedly performed, and fail to indicate what areas were treated, other than identical references to "pain, tenderness, spasm" with regard to various body parts identified as "LB" and "MB," presumably meaning that only the low back or mid back were treated at those visits. Moreover, other than illegible signatures of the purported rendering provider, none of the physical therapy records indicate the name of the provider or facility that purportedly performed these services. The physical therapy records further reference a treatment date (February 23, 2022) for which Metro Point apparently did not seek any reimbursement according to its billing records and visit notes for one session bear a signature for Claimant G that is vastly at odds with how his signature appears on other records. Further demonstrative of the fraudulent nature of Claimant G's purported treatment at the 59-07 Clinic, all of the physical therapy and acupuncture sessions that Claimant G purportedly underwent, which according to those session notes only addressed the low back, mid back, or right leg, occurred on the exact same dates.

939. On November 30, 2021, the same date that Claimant C's first follow up visit at Metro Point, Claimant G also returned to the 59-07 Clinic where he was seen by Bayner of Metro Point and further expanded the scope of his purported injuries to now include his left shoulder and left knee.

940. Demonstrative of the pre-determined treatment protocol, there are striking similarities in Bayner's November 30, 2021 physical examination of Claimant C and Claimant G, including that both claimants gait was "noted to be antalgic and slow" and that they were holding a shoulder "in a protected position." The physical examination of the cervical and lumbar spines at these visits for Claimant C and Claimant G are also verbatim identical. Moreover, at this visit, as with Claimant C, Claimant G also underwent trigger point injections for his lower thoracic and lumbar spine, with verbatim procedure notes, including the pain level rated up to 8/10 VAS.

941. Though records from visits at Metro Point on February 25, 2022 and May 13, 2022 indicated that Claimant G was working as a driver, Claimant G's Bill of Particulars, dated October 26, 2022 and served by Subin Firm, indicated that Claimant G was "confined to home" and "incapacitated from work" "for approximately five (5) months" (i.e., through around April of 2022) following the November 8, 2021 accident.

942. Notably, as with many other claimants, Claimant G's Bill or Particulars and Supplemental Bill of Particulars served by Subin Firm, was not signed or verified, as required by 22 NYCRR § 130-1.1a(b) and the CPLR.

943. On March 12, 2022, at the referral of Bayner, Claimant G underwent unnecessary and unwarranted MRIs of the lumbar spine and right knee at a non-party HCP, which purportedly showed straightening of the lumbar spine and disc herniations at the L2-3, L3-4, L4-5 and L5-S1, and a prior ACL reconstruction with a partial tear of the ACL graft, joint effusion and a cyst.

944. In May of 2022, at the referral of Bayner, Claimant underwent MRIs of the right shoulder and cervical spine at the same non-party HCP, which purportedly showed mild subluxation of the acromioclavicular joint with significant hypertrophy of the joint capsule and tenosynovitis of the extra articular long head of the biceps tendon, and straightening of the cervical spine and disc herniations at C3-4, C4-5 and C5-6.

945. The MRI reports were thereafter transmitted to Bayner, thereby creating a pretext for further medical treatment and inflating the value of the claim.

946. On July 5, 2022, at the apparent referral of Bayner, Claimant G was seen by a non-party physician of Metropolitan Medical for an initial evaluation, and complained of neck pain, right shoulder pain and right knee pain. There were no complaints of pain to the lumbar spine, including on lumbar flexion and extension, and range of motion was indicated as "good." The

records from this visit confusingly and wrongly indicate that Claimant G was being seen in connection with an "auto accident" and also a trip-and-fall occurring on "December 6, 2021" (not November 8, 2021). Though this was his first visit at Metropolitan Medical and Claimant G had not undergone any injections or conservative care for his neck, Claimant G was nevertheless recommended to undergo extensive unnecessary and unwarranted cervical percutaneous discectomy, to which Claimant G agreed. To provide a justification for the proposed percutaneous discectomy, the doctor falsely claimed that Claimant G "had not reached maximum medical improvement despite conservative treatment thus far," notwithstanding that Claimant G had not undergone any course of conservative care for his cervical spine. The doctor further indicated, without further explanation, that Claimant G did not want to consider injections, despite that he had received trigger point injections for his lumbar spine, and no adverse effects had been noted.

947. On information and belief, the referral to Metropolitan Medical Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant G or a licensed HCP.

948. On July 11, 2022, Claimant G presented himself to Wert of Wert PC for an initial consultation. Though this was his first visit with Wert and Claimant G had not undergone any injections or conservative care for his shoulder, Wert nevertheless recommended right shoulder arthroscopic surgery, to which Claimant G agreed. To provide a justification for the proposed surgery, Wert falsely claimed that surgery was necessary due to Claimant G's "unfavorable response to conservative treatment," despite that Claimant G had not undergone any conservative treatment for his right shoulder.

949. On information and belief, the referral to Wert PC Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant G or a licensed HCP.

950. On July 29, 2022, Claimant G underwent unnecessary and unwarranted right shoulder derangement and arthroscopic surgery performed by Wert at New York Surgery Center Queens, despite there being no objective indication for such surgery. On information and belief, the surgery was paid for by one or more TPLF loans, including with Pegasus, as demonstrated by surgery records indicating that it was "funded."

951. On information and belief, at the time of the right shoulder surgery, Wert resided in the State of New Jersey.

952. In travelling from New Jersey to New York on July 29, 2022, availing himself of New York's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Wert "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" such kickback scheme, and in fact did so, in violation of the Travel Act, 18 U.S.C. § 1952, a predicate under 18 U.S.C. § 1961(1).

953. On December 21, 2022, Claimant G was seen by Katzman, of Advanced Ortho, for an initial consultation and reportedly complained of 10/10 neck pain. Though this was his first visit with Advanced Ortho, Katzman recommended extensive cervical spinal discectomy and fusion surgery (specifically, ACDF at C4-5 and C5-C6), to which Claimant G agreed. To provide a justification for the proposed surgery, Katzman falsely stated that the surgery was "medically

necessary and indicated," notwithstanding that Claimant G had not undergone any conservative care for his neck.

954. On information and belief, the referral to Advanced Ortho Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant G or a licensed HCP.

955. On March 29, 2023, Claimant G underwent unnecessary and unwarranted ACDF surgery with anterior instrumentation and insertion of biomedical devices at C4-C5 and C5-C6 and use of allograft bones, which was performed by Katzman at Mountain Surgery in West Orange, New Jersey, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

956. On information and belief, at the time of the cervical fusion surgery, Claimant G and Katzman resided in the State of New York.

957. On information and belief, Claimant G had to travel approximately 30 miles from his residence in Queens, New York for his cervical fusion surgery.

958. In travelling (and in causing Claimant G to travel) from New York to New Jersey on March 29, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Katzman thereby "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" a kickback scheme, in violation of the Travel Act, a predicate under 18 U.S.C. § 1961(1).

959. Katzman did not even attempt to hide the fraud involved. Lupi, a known runner for Subin Firm, is listed on Claimant G's forms in connection with this surgery:

960. According to its records, Advanced Ortho billed Claimant G $476,775.20 for this surgery, billing identical amounts for the same CPT codes for the physician assistant and Katzman, listing the insurance as Subin Firm.

961. According to its records, Mountain Surgery also billed Claimant G $193,767.28 for this surgery, billing different amounts under several of the same CPT codes also billed by Advanced Ortho, as well as for the implants and/or other equipment used in connection with the surgery.

962. On information and belief, the above bills were reimbursed through one or more of Claimant G's TPLF loans, including with Pegasus, despite that Claimant G was a Medicaid beneficiary, as evidenced by Subin and Lupi listed as the insurer on Mountain Surgery's records.

963. On information and belief, Advanced Ortho and Mountain Surgery's bills, which together totaled more than $650,000.00, were in excess of what any legitimate healthcare providers would bill (or what Medicaid or any legitimate health insurance company would ever reimburse) for Claimant G's March 29, 2023 surgery.

964. On October 17, 2024, Subin Firm filed a Consent to Change attorney, substituting the Pianko Firm as Claimant G's counsel for his trip-and-fall lawsuit.

965. On April 9, 2025, Pianko Firm filed an Order to Show Cause to withdraw as G's counsel based upon a purported "breakdown in communication and disagreement over litigation strategy."

966. In creating the multitude of false or misleading reports purporting to support that the right shoulder surgery performed on Claimant G, who had no objective signs of acute injury on date of accident, was medically necessary, Wert PC Defendants knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

967. In creating the multitude of false or misleading reports purporting to support that the ACDF surgery performed on Claimant G, who had no objective signs of acute injury on date of accident, was medically necessary, Advanced Ortho Defendants knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

968. In creating the multitude of false or misleading reports purporting to support that the right shoulder and ACDF surgeries, injections and other treatment performed on Claimant G, who had no objective signs of acute injury on date of accident, was plausibly justified, Metro Point Defendants, Metropolitan Medical Defendants and Mountain Surgery knew or should have known such records to be false, and further knew or should have known such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud

Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

969. On July 28, 2022, at the direction of H. Subin, E. Subin, Eisen, and/or Baum, May verified and filed a Verified Complaint on behalf of Claimant G alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant G was "caused to sustain serious, harmful, permanent injuries," as well as "great bodily injuries and pain, shock, [and] mental anguish]" by the events of November 8, 2021, whereafter Claimant G showed no objective sign of any acute injury.

970. On or about October 26, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed the Bill of Particulars on behalf of Claimant G alleging that Claimant G suffered injuries to his lumbosacral spine, right shoulder, thoracic spine, right knee, cervical spine, right ankle and head as a result of the events of November 8, 2021, whereafter Claimant G showed no objective sign of any acute injury.

971. On or about May 10, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed a Supplemental Bill of Particulars on behalf of Claimant G alleging that Claimant G underwent the aforementioned cervical spine surgery on March 29, 2023, performed by Katzman, as a result of the events of November 8, 2021, whereafter Claimant G showed no objective sign of any acute injury.

972. Notably, Claimant G's Supplemental Bill of Particulars dated May 10, 2023, as well as his Bill of Particulars dated October 26, 2022, both of which were served by Subin Firm, were not signed by Subin Firm, as required by 22 NYCRR §130-1.1a(b), and were not verified by Subin Firm or Claimant G as required by the CPLR.

973. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit were knowingly false, and mailed in furtherance and as a necessary step in the Fraud Scheme.

974. In performing an utterly unjustified and/or unrelated surgery Advanced Ortho Defendants, in agreement and with the assistance of Subin Firm, Metro Point Defendants and Metropolitan Medical Defendants, engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

975. Claimant G's lawsuit remains pending and GNY continues to incur damages.

viii. **Claimant H (Trip-and-Fall Claim)**

976. Claimant Wilson Genaro Lopez Mora ("Claimant H"), who was forty-four years old at the time, alleged to have sustained multiple injuries after an unwitnessed, standing-height trip-and-fall on a sidewalk at 60-15 Calloway Street, Queens, New York at around 7:30 p.m. on July 29, 2022.

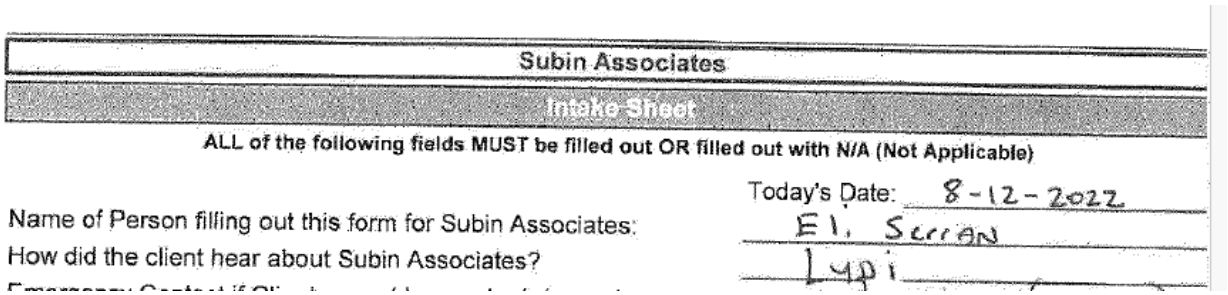
977. Claimant H is Hispanic and, at the time of his purported accident, was not a U.S. citizen, spoke limited (if any) English and had limited financial means. At some point after his lawsuit began, Claimant H was on Medicaid.

978. Medical records reflect that after retaining Subin Firm, Claimant H's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in lumbar spinal fusion surgery and a recommendation for left shoulder surgery.

979. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant H to enter into one or more TPLF loans, liens or letters of protection in connection with his underlying Claim. On information and belief, one or more of those TPLF loans, liens or letters of protection were used to finance all (or nearly all) of Claimant H's unnecessary and unwarranted medical treatment and/or surgeries related to his underlying personal injury claim, notwithstanding that Claimant H was a Medicaid beneficiary.

980. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant H and to provide a means by which those Medical Provider Defendants could obtain reimbursement for unnecessary and unwarranted treatment and services that were not reimbursable through Medicaid because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through Medicaid.

981. At his deposition, Claimant H testified that, despite having health insurance through Emblem Health, his treatment in connection with his trip-and-fall accident was all paid for through TPLF loans facilitated by Subin Firm. Claimant H testified that he received $15,000 from TPLF loans obtained through Subin Firm and that "Jorge Lupin" (i.e., Lupi) assisted with getting him those funds. On a Subin Firm intake form produced by NYNJ Ortho Defendants, dated August 12, 2022 and completed by Eli Serran ("Serran"), a now-former employee of Subin Firm (the "Subin Intake Form"), Lupi was also identified as having referred Claimant H to Subin Firm:



Subin Associates

Intake Sheet

ALL of the following fields MUST be filled out OR filled out with N/A (Not Applicable)

Today's Date: 8-12-2022

Name of Person filling out this form for Subin Associates: El. Serran

How did the client hear about Subin Associates? Lyft

982. On the day of the purported accident, July 29, 2022, Claimant H was taken by an ambulance to the ER, whereat he complained of pain in his right arm, right side of chest (rib), right hip, right shoulder, but reported no pain/complaints regarding his neck, mid or low back, or the left side of his body, and range of motion was normal. The hospital made no substantive findings of any acute injury. Examination revealed that Claimant H was in no acute distress. The ER records indicate some tenderness, but no visible trauma was noted, and he was further noted to be "moving all extremities." X-rays of Claimant H's right shoulder, right forearm, right elbow and right humerus showed no acute findings, with his elbow showing only degenerative changes suggestive of a pre-existing chronic ligamentous tug injury. Claimant H was discharged home with instructions to take over the counter Ibuprofen and Acetaminophen and was referred to orthopedics.

983. On or before August 12, 2022, Claimant H retained Subin Firm to represent his in connection with his trip-and-fall lawsuit, as evidenced by the above-described Subin Intake Form and a power of attorney, executed by Claimant H and dated August 12, 2022, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records in connection with his alleged accident, which was notarized by DeLeon.

984. Though Claimant H had not made any complaints regarding his neck, back or the left side of his body prior to August 12, 2022, on the Subin Intake Form, then Subin employee Serran indicated that Claimant H had sustained injuries to his neck, back and left arm. On

information and belief, pursuant to the predetermined treatment protocol, Subin Firm provided the Subin Intake Form to Claimant H's treating providers to dictate Claimant H's treatment and inflate the value of his underlying personal injury claim.

985. Following the ER visit, Claimant H did not seek any further treatment until August 17, 2022 (nearly three weeks later and just five days after his initial intake with Subin Firm), when, pursuant to the predetermined treatment protocol, he presented to All Boro, was seen by a chiropractor, and expanded the scope and severity of his purported injuries, now claiming for the first time that he was experiencing neck pain, mid-back pain and low back pain, in addition to pain in portions of the right side of his body, but made no complaints regarding the left side of his body (including his left shoulder). MRIs of the cervical spine, lumbar spine, right shoulder and right knee were ordered and Claimant H was recommended to undergo chiropractic treatment for 2-3 times per week for the next 4-6 weeks.

986. Thereafter, pursuant to the predetermined treatment protocol Claimant H purportedly underwent approximately 80 unnecessary and unwarranted chiropractic and/or physical therapy sessions at All Boro through July 19, 2023. According to those treatment notes, between August 18, 2022 and August 25, 2022, Claimant H continued to report only pain in his right shoulder, right knee, and back. Thereafter, with the exception of a few visits in September of 2022 and early October of 2022, Claimant H was not documented as having made any complaints regarding his left shoulder, and at no visits was it ever noted that Claimant H received any treatment for his left shoulder. Moreover, at Claimant H's first visit with Weiner at All Boro on September 19, 2022, he did not note any complaints, diagnoses or treatment with respect to Claimant H's left shoulder. Similarly, at a neurological IME on or about November 6, 2024, Claimant H denied "any injuries to the left side of his body including his left shoulder."

987. On information and belief, consistent with Weissbluth's declaration, Claimant H was referred to All Boro Non-Parties by one or more Subin Defendants and/or others acting on their behalf, as part of a coordinated scheme and Enterprise to fraudulently inflate the value of Claimant H's underlying personal injury claim. Claimant H later told two IME providers that Subin Firm referred him to a medical clinic (presumably All Boro), but he could not remember the name of the doctors there.

988. The following week on September 6, 2022, Claimant H claimed that his left leg hurt due to pain radiating down from his lumbar spine and that now both of his shoulders hurt, despite that he did not complain of nay left shoulder injury at the ER.

989. On October 10, 2022, at the referral of Weiner (and consistent with H. Subin's mandate that all referrals for MRIs by All Boro be made to Kolb Defendants), Claimant H underwent unnecessary and unwarranted MRIs of his cervical spine, lumbar spine and right elbow at Kolb Radiology, interpreted by Kolb, which purportedly showed posterior disc herniation at C3-4 impinging upon the thecal sac; and a bulging disc at the L5-S1 mildly impinging upon the thecal sac, but no listhesis and normal vertebral alignment; and a partial tear of the common flexor tendon associated with soft tissue edema.

990. On October 12, 2022, Claimant H presented again to All Boro, where he was seen by Weiner. Though there was no specific complaint noted with regard to the left shoulder, other than a general reference to "shoulder pain," Weiner purportedly examined the left shoulder, assessed that there was limited range of motion, and referred Claimant H for a left shoulder MRI. Weiner further recommended that Claimant H follow up with an orthopedic surgeon for his right elbow and discussed the risk and benefits of epidural injections.

991. On November 2, 2022, at the referral of Weiner, Claimant H underwent an unnecessary and unwarranted MRI of his left shoulder at Kolb Radiology, which was interpreted by Kolb as showing a complete rotator cuff tear at the anterior distal insertion of the supraspinatus tendon with 1.3 centimeter retraction of the tendon from its distal insertion, complete non retracted tears of the infraspinatus and sub scapularis tendons, tear of the anterior labrum extending superiorly and inferiorly, tear of the inferior labrum and joint and bursal effusions.

992. On November 14, 2022, Claimant H presented again to All Boro, where he was seen by Karafin and was referred to an orthopedist for his left shoulder.

993. On November 22, 2022, Claimant H was seen by a physician assistant under the supervision of McCulloch at McCulloch Ortho, for an orthopedic evaluation regarding his right elbow. Conservative treatment measures, shockwave therapy and percutaneous tenotomy were discussed and Claimant H was indicated as considering the latter procedure. To provide a justification for the proposed percutaneous tenotomy, McCulloch claimed that Claimant H had had "failed conservative treatment," notwithstanding that the only conservative treatment that Claimant H had received, if any, for his right elbow prior to that date consisted of a single chiropractic treatment session on September 1, 2022.

994. On information and belief, the referral to McCulloch Ortho Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant H or a licensed HCP.

995. On December 9, 2022, Claimant H was seen by another physician assistant under the supervision of McCulloch at McCulloch Ortho for his right elbow and left shoulder. Though this was his first visit with an orthopedist for his left shoulder and Claimant H had undergone, at

most, two sessions of conservative treatment, consisting of chiropractic treatment for his left shoulder, McCulloch nevertheless recommended that Claimant H undergo left shoulder surgery "as soon as possible." To provide a justification for the proposed surgery, McCulloch falsely claimed that such surgery was "medically necessary given … lack of response to conservative measures over an extended period of time and acute change in function associated with the accident in question," notwithstanding that Claimant H had undergone, at most, two sessions of conservative treatment, consisting of chiropractic treatment for his left shoulder.

996. On January 26, 2023, Claimant H was seen by Wert of Wert PC at All Boro's offices in the Bronx for an initial orthopedic evaluation for his left shoulder. Though this was his first visit with Wert, Wert nevertheless recommended that Claimant H undergo left shoulder arthroscopic surgery, to which Claimant H agreed. To provide a false justification for the proposed surgery, Wert falsely claimed that it was "definite that the accident … was the competent producing cause of" Claimant H's injuries and symptoms, and that surgery was warranted due to Claimant H's "unfavorable response to conservative treatment," notwithstanding that Claimant H had not undergone any course of conservative care with respect to his left shoulder. Moreover, though Claimant H had not undergone any physical therapy for his left shoulder, Wert advised him to "continue physical therapy" in the interim for his left shoulder, which records indicate Claimant H did not do. Between January 26, 2023 and September 22, 2023, Claimant H did not receive any treatment or conservative care for his left shoulder.

997. On information and belief, the referral to Wert PC Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant H or a licensed HCP.

998. On September 22, 2023, Claimant H returned for a follow-up visit at McCulloch Ortho, where he was seen by yet another physician assistant, with McCulloch noted as the supervising physician on the report. Other than a two-sentence entry noting symptoms unchanged for the left shoulder and improvement and minimal pain for the right elbow, the treatment notes/examination for this visit are identical to Claimant H's last visit at McCulloch Ortho on December 9, 2022. As with the last visit, to provide a false justification for the proposed surgery, McCulloch falsely claimed that such surgery was "medically necessary given … lack of response to conservative measures over an extended period of time and acute change in function associated with the accident in question."

999. On November 7, 2023, Claimant H was seen by Sherban at NYNJ Ortho in Manhattan for an initial evaluation for his neck and was diagnosed with neck pain with a disc herniation at C3-C4, back pain with lumbar disc pathology at L5-S1, and upper and lower extremity radiculopathy. Surgical and non-surgical options, including injections, were discussed, and Claimant H was referred for updated MRIs.

1000. On information and belief, the referral to NYNJ Ortho Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant H or a licensed HCP.

1001. On December 19, 2023, at the referral of Sherban, Claimant H underwent MRIs of his cervical and lumbar spine at a non-party HCP, which differed substantially with the prior MRIs performed by Kolb Radiology and interpreted by Kolb in October of 2022. Specifically, unlike the MRIs, the December 2023 cervical MRI showed no disc bulges or herniations, and the lumbar

MRI showed a disc bulge at L4-L5, a posterior disc herniation at L5-S1, normal lordosis, no central canal encroachment, and no vertebral alignment abnormality.

1002. On December 23, 2023, Claimant H returned to NYNJ Ortho. Notwithstanding the results of the recent MRIs showing no herniations or bulges in the cervical spine and only a single herniated disc in the lumbar spine, and, at a minimum, improvement of Claimant H's conditions absent surgical intervention, Sherban discussed extensive surgical options for the neck and back, consisting of C3-C4 ACDF and multilevel L4-S1 laminectomy with possible instrumented fusion with a spinal clamp.

1003. On January 10, 2024, Claimant H was seen by Rovner at Rovner PLLC for an initial evaluation of his left shoulder and right elbow. Though this was his first visit with Rovner, Rovner nevertheless recommended left shoulder arthroscopy to be scheduled at the next available time. To provide a justification for the proposed surgery, Rovner falsely claimed that the diagnosis and symptoms were directly causally related to the accident, and that Claimant H had "been treated with physical therapy and other conservative modalities since the time of the accident," notwithstanding that prior to this visit, the only conservative care that Claimant H had received with respect to his left shoulder, consisted of, at most, two chiropractic/physical therapy sessions.

1004. On information and belief, the referral to Rovner PLLC Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant H or a licensed HCP.

1005. On January 31, 2024, Claimant H underwent unnecessary and unwarranted multilevel L4-S1 laminectomy surgery with instrumented fusion with a spinal clamp at L4-L5 performed by Sherban of NYNJ Ortho at an ASC, despite there being no objective indication for

such surgery. To provide a justification for the surgery, Sherban nevertheless indicated in his operative report that Claimant H's preoperative diagnosis included "L4-5 lumbar disc herniation," "L4-L5 grade 1 retrolisthesis" and "L5-S1 grade 1 anterolisthesis," notwithstanding he results of two lumbar MRIs showing no herniated discs at L4-L5 and no retrolisthesis and anterolisthesis.

1006. According to its records, NYNJ Ortho billed Claimant H $159,950.00 for this surgery.

1007. On information and belief, all or part of NYNJ Ortho's above bill was reimbursed through one or more of Claimant H's TPLF loans, as well as nearly all (if not all) of the bills for treatment of Claimant H from the treating Medical Provider Defendants were reimbursed through one or more of Claimant H's TPLF loans.

1008. On October 21, 2024, Claimant H presented to the 40-11 Warren Clinic where he was seen by Hasanuzzaman of Hasanuzzaman PC for an initial evaluation. Though he had previously reported only 2/10 lumbar and 5-6/10 cervical pain at his third post-operative visit with Sherban less than a month earlier on September 26, 2024, Claimant H now reported 8/10 pain in his cervical and lumbar spine, right shoulder and right elbow. Though the left shoulder was not mentioned anywhere in the treatment notes, Claimant H was nevertheless referred to physical therapy for his cervical spine, right forearm, and left and right shoulders.

1009. On information and belief, and consistent with the predetermined treatment protocol, Claimant A was referred to the 40-11 Warren Clinic and/or Hasanuzzaman PC Defendants, whether directly by one or more Subin Defendants, or through one or more intermediary Runner/Support Defendants and/or Subin Firm personnel acting in furtherance of the Enterprise, as part of a coordinated scheme to fraudulently inflate the value of Claimant H's underlying personal injury claim.

1010. Thereafter, beginning on October 28, 2024, and continuing through March 24, 2025, Claimant H purportedly attended physical therapy sessions at the 40-11 Warren Clinic by non-party JPM. Though he was prescribed physical therapy for his cervical spine, right forearm, and bilateral shoulders, the physical therapy records reflect that Claimant H did not receive any physical therapy for his left shoulder. Demonstrative of the fraudulent nature of Claimant H's treatment at the 40-11 Warren Clinic, other than minor changes to the pain scale (listed as either 7/10 or 8/10), the progress notes for these physical therapy sessions, including Claimant H and the provider's signatures, were identical.

1011. On December 17, 2024, Claimant H returned to the 40-11 Warren Clinic for an initial orthopedic exam by a non-party HCP for his right shoulder and was recommended to undergo steroid injections but apparently refused due to the side effects.

1012. It is indisputable that Claimant H's lumbar surgery was medically unnecessary and excessive. Dr. Ira J. Chernoff, M.D., conducted an orthopedic independent spinal evaluation IME of Claimant H on January 22, 2025, in which he found that though "Kolb Radiology noted a disc bulge at L5/S1. There were no disc herniations noted" and that "[d]isc bulging is a normal finding," and concluded that the lumbar MRI report from Kolb Radiology. Dr. Chernoff also noted that records noted that Claimant H was talking on his cell phone when he purportedly tripped and fell, which Claimant H denied, and that there were indications that Claimant H was exaggerating/fabricating his injuries:

> The claimant states he was unable to tie his shoes with his right hand, although the claimant was observed to be able to tie his shoes with his right hand when getting dressed for the exam today.
>
> The claimant exhibited positive Waddell's signs on exam today, with an inconsistent examination. He had whole arm and leg numbness in a non-anatomic distribution. The claimant was able to move further when interviewed than when asked to do so when being examined.

Dr. Chernoff January 22, 2025 IME

1013. Likewise, Dr. Daniel J. Feuer conducted a neurological IME on November 6, 2024 and found that Claimant H did not offer any radicular complaints, that the ER did not document any focal neurological deficits, that the medical records failed to document consistent objective focal neurological deficits to support a radiculopathy diagnosis, and that Claimant H was unfamiliar with a diagnosis of radiculopathy and, thus, that it was "unclear how he was able to provide informed consent to undergo any procedures of the spine regarding this diagnosis." Dr. Feuer concluded that Claimant H did not demonstrate any objective neurological disability or permanency and was stable to engage in full active employment and full activities of daily living without restriction.

1014. Similarly, an examination conducted at an IME by orthopedic surgeon Dr. Edward A. Toriello, on or about October 8, 2024, revealed no issues with respect to both shoulders and elbows, and full, pain-free range of motion, with Dr. Toriello finding that there was only evidence of a resolved left shoulder strain and resolved right elbow contusion, and no objective evidence of continued disability.

1015. Though Claimant H demonstrated full, pain-free range of motion of both shoulders at his IME with Dr. Toriello on October 8, 2024 (consisting of 150 degrees abduction and flexion, 80 degrees internal rotation, 90 degrees external rotation, 40 degrees extension and 30 degrees adduction), Hasanuzzaman and Sinha recorded significantly more limited range of motion at subsequent visits in December of 2024, with Sinha claiming only 90 degrees abduction, 95 degrees forward flexion, 45 degrees internal rotation and 75 degrees external rotation).

1016. On March 26, 2024, Subin Firm filed a consent to change attorney, substituting Pianko Firm as Claimant H's counsel for his trip-and-fall lawsuit.

1017. In creating the multitude of false or misleading reports purporting to support that the lumbar spine surgery performed on Claimant H, who had no objective signs of acute injury on date of accident, was medically necessary, NYNJ Ortho Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

1018. In creating the multitude of false or misleading reports purporting to support that the lumbar spine surgery and other treatment performed on Claimant H, who had no objective signs of acute injury on date of accident, including the treatment and referrals leading to recommendations for left shoulder surgery, was plausibly justified, All Boro Non-Parties, McCulloch Ortho Defendants, Wert PC Defendants, Rovner PLLC Defendants, Kolb Defendants and Hasanuzzaman PC Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

1019. On October 28, 2022, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, May verified and filed a Verified Complaint on behalf of Claimant H alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant H was "caused to sustain serious, harmful, permanent injuries," as well as "great bodily injuries and pain, shock,

[and] mental anguish]" by the events of October 28, 2022, whereafter Claimant H showed no objective sign of any acute injury.

1020. On or about March 22, 2023, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed the Bill of Particulars on behalf of Claimant H alleging that Claimant H suffered injuries to his left shoulder, right elbow, cervical spine, and lumbosacral spine, as a result of the events of July 29, 2022, whereafter Claimant H showed no objective sign of any acute injury.

1021. On or about February 21, 2024, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed a Supplemental Bill of Particulars on behalf of Claimant H alleging that Claimant H underwent the aforementioned lumbar spine surgery on January 31, 2024, as a result of the events of July 29, 2022, whereafter Claimant H showed no objective sign of any acute injury.

1022. Notably, as with many other claimants, Claimant H's Bill of Particulars and Supplemental Bill of Particulars served by Subin Firm, were not signed or verified, as required by 22 NYCRR §130-1.1a(b) and the CPLR.

1023. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit were knowingly false, and mailed in furtherance and as a necessary step in the Fraud Scheme.

1024. In performing the utterly unjustified and/or unrelated surgery NYNJ Ortho Defendants, in agreement and with the assistance of Subin Firm, Kolb Defendants, and All Boro Non-Parties, engaged in force or violence in an attempt to extort money from Plaintiffs, through

fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

1025. Claimant H's lawsuit remains pending and GNY continues to incur damages.

ix. **Claimant I (Trip-and-Fall Claim)**

1026. Claimant Felix Marmol ("Claimant I"), who was forty-three years old at the time, alleged to have sustained multiple injuries after an unwitnessed, standing-height trip-and-fall on a sidewalk at 563 Howard Avenue, Brooklyn, New York, on July 24, 2023.

1027. Claimant I is Hispanic and, at the time of his purported accident, spoke limited (if any) English and had limited financial means and was on Medicaid.

1028. Medical records reflect that after retaining Subin Firm, Claimant I's reported complaints and alleged injuries drastically expanded to include additional body parts and conditions, ultimately resulting in three surgeries.

1029. In furtherance of the Fraud Scheme, one or more Subin Defendants, either directly and/or through one or more Runner/Support Defendants and/or others acting on their behalf, caused Claimant I to enter into one or more TPLF loans, liens or letters of protection, including a TPLF loan with Pegasus, in connection with his underlying personal injury claim. On information and belief, one or more of those TPLF loans, liens or letters of protection were used to finance all (or nearly all) of Claimant I's unnecessary and unwarranted post-ER treatment and/or surgeries alleged in connection with his underlying personal injury claim, notwithstanding that Claimant I was a Medicaid beneficiary.

1030. On information and belief, one or more Subin Defendants, including through one or more Runner/Support Defendants, other Legal Service Defendants and/or others acting on their behalf, coordinated the undertakings for the TPLF loans, liens and/or letters of protection to

incentivize cooperation from the Medical Provider Defendants who purported to treat Claimant I and to provide a means by which those Medical Provider Defendants could obtain reimbursement for unnecessary and unwarranted treatment and services that were not reimbursable through Medicaid because they were medically unnecessary and/or not causally related, and/or would have been reimbursed at substantially lower rates if billed through Medicaid.

1031. At the time of his purported accident, Claimant I resided at the same address as at least one other Claimant, Nelson Antonio Aquino Duran, also represented by Subin Firm in connection with a standing height, sidewalk trip-and-fall in Queens, New York on June 25, 2023 (less than one month prior to Claimant I's purported accident).

1032. At his deposition, Claimant I testified that he obtained a TPLF loan, however, he did not know who he received a loan from, was not familiar with Pegasus (the provider of his TPLF loan), and did not know that the loan was secured by the proceeds of his lawsuit. When asked if the TPLF loan was secured by proceeds of his case, Claimant I testified "I don't know anything."

1033. Subin Firm produced photographs of the alleged defective condition which showed two people, one of whom was holding measuring tape, and a moped/scooter parked directly behind them on the sidewalk. News articles and court filings have documented a scheme involving a former-Subin Firm attorney, Roytblat, whose former client who was also an investigator for Roytblat was videotaped arriving on a moped/scooter and breaking up portions of a sidewalk hours before a claimant staged a fake trip-and-fall accident at the same location. In a recorded call, a former employee for Roytblat described the fraudulent scheme adopted by Roytblat from Subin Firm:

1- Well because if you read the article it's a blueprint for how our cases run that's where he learned it from, Subin. Get an immigrant to stage an accident, make them take high interest loans, make them get fusions, not surgeries, fusions because they're expensive, and then when the case settles, "Sorry you took all the money in loans you only get a few bucks." That's his blueprint. It's like a blueprint for how Alex learned how to run a case like in that New York Post article you read. [redacted]

1034. On the day of the purported accident, Claimant I was taken by ambulance to the ER. The only assessed injuries were subjective complaints of pain in the left knee and back.; Claimant I denied any head/neck injuries, and both were assessed as normal.

1035. At the ER, Claimant I also complained of pain in his neck, in addition to his upper back and left knee, but was observed moving his neck and both arms "with no issue." Examination at the ER revealed arthralgias, back pain, joint swelling and mild tenderness, but no edema or erythema. X-rays of the left knee, and cervical and thoracic spine were ordered, and all were normal/unremarkable, with only minor degenerative osteophytes noted for the thoracic spine. Claimant I was discharged less than four hours later with instructions to rest, use a warm compress, take over-the-counter medications and follow up with a private doctor. Claimant I utilized his Medicaid through Fidelis to pay for his ER visit.

1036. Claimant I did not seek any further treatment until nearly month later, on August 24, 2023, when, pursuant to the predetermined treatment protocol, he presented for his first post-hospital treatment at All Boro at their offices in Queens, New York, where he was seen by a chiropractor for an initial examination. At this visit, Claimant I expanded the scope and severity of his purported injuries, now claiming for the first time that he was also experiencing left shoulder and right pinky pain. MRIs of the left shoulder and left knee were ordered, and Claimant was recommended to undergo chiropractic treatment 2-3 times for the next 4-6 weeks. Bills from All Boro repeatedly classified the accident as an MVA. Claimant I later told an IME provider that

Subin Firm referred him to the medical clinic in Queens, New York (presumably All Boro). All Boro Non-Parties' bills for Claimant F's treatment were submitted under an attorney lien, notwithstanding that Claimant I was a Medicaid beneficiary.

1037. On information and belief, consistent with Weissbluth's declaration, Claimant I was referred to All Boro Non-Parties by one or more Subin Defendants and/or others acting on their behalf, as part of a coordinated scheme and Enterprise to fraudulently inflate the value of Claimant I's underlying personal injury claim.

1038. Thereafter, pursuant to the predetermined treatment protocol, Claimant I purportedly underwent unnecessary and unwarranted "treatment" at All Boro, consisting of approximately 36 chiropractic/physical therapy sessions for his cervical and thoracic spine at All Boro from August 25, 2023 through May 31, 2024. Demonstrative of the fraudulent nature of Claimant I's treatment at All Boro, other than minor changes to the pain scale (listed as either 8/10 or 9/10), records reflect that the treatment provided at these visits was identical, and there is no indication of Claimant I's response to treatment.

1039. On or before October 6, 2023, Claimant I retained Subin Firm to represent him in connection with his trip-and-fall lawsuit, as evidenced by a power of attorney, executed by Claimant I and dated October 6, 2023, appointing Subin Firm (and specifically Eisen, Baum and May) to obtain his medical and other records in connection with his alleged accident.

1040. On September 18, 2023, pursuant to the predetermined treatment protocol, Claimant I was seen by Karafin at All Boro for an initial evaluation and complained of pain in his neck, low back, mid back, left shoulder, right hand and left knee, and was assessed with cervical sprain versus cervical disc herniation, thoracic somatic dysfunction, and internal derangement of the left shoulder and right knee.

1041. On September 24, 2023, Claimant I was seen by a physical therapist at All Boro for an initial examination and, thereafter, pursuant to the predetermined treatment protocol purportedly underwent further unnecessary and unwarranted "treatment" at All Boro, consisting of approximately 34 physical therapy sessions (15 for the left shoulder and 19 for the left knee) through June 6, 2024. Demonstrative of the fraudulent nature of Claimant I's treatment at All Boro, with the exception of the body part and three visits where therapeutic massage was provided rather than manual therapy, the treatment provided at these visits was identical.

1042. In September of 2023, at the referral of the chiropractor from All Boro (and consistent with H. Subin's mandate that all referrals for MRIs by All Boro be made to Kolb Defendants), Claimant I underwent unnecessary and unwarranted MRIs of his left knee and left shoulder at Kolb Radiology, interpreted by Kolb. The left knee MRI purportedly showed a high-grade tear of the root attachment the anterior horn of the lateral meniscus with soft tissue edema and a 6 millimeter para meniscal cyst; a long tear of the posterior horn and body of the medial meniscus; a high-grade partial tear of the anterior cruciate ligament; a low-grade partial tear of the femoral origin of the posterior cruciate ligament; and a chondral defect at the anterior aspect of lateral femoral condyle and joint effusion. The left shoulder MRI purportedly showed a tear of the anterior labrum with avulsion and thickening of the anterior glenoid periosteum, extending into the inferior labrum, and a low-grade partial rotator cuff tear at the anterior distal insertion of the supraspinatus tendon.

1043. On October 13, 2023, Claimant I was seen by Karafin for a follow-up visit at All Boro, now at their offices in Bronx, New York. Karafin referred Claimant I to an orthopedic surgeon for his left knee and left shoulder and also ordered an MRI of his cervical and lumbar spine. To provide a justification for the orthopedic referral, in his report, Karafin falsely claimed

that he was referring Claimant I to an orthopedic surgeon "[d]ue to him not responding to conservative treatment and his MRI findings," despite that, as of the date of this visit, the only conservative treatment that Claimant I had received for these body parts consisted of, at most, three physical therapy sessions for his left shoulder and two physical therapy sessions for his left knee.

1044. On October 16, 2023, pursuant to the predetermined treatment protocol and at the apparent referral of Karafin, Claimant I was seen by Wert for an initial orthopedic evaluation. Despite other medical records indicating no prior injuries, Wert's treatment visit notes indicated that Claimant I was involved in a prior MVA. Though this was his first visit with an orthopedist, Wert nevertheless recommended that Claimant I undergo left shoulder surgery and left knee ACL allograft. To provide a justification for the proposed surgery, Wert falsely claimed that Claimant I had "failed conservative management including ongoing physical therapy…" despite the only conservative treatment that Claimant I had received for these body parts consisted of, at most, three physical therapy sessions for his left shoulder and two physical therapy sessions for his left knee. In his report, Wert also remarkably claimed that Claimant I did "not need medical clearance." On information and belief, all of Wert's purported treatment of Claimant I was financed pursuant to one or more TPLF loans, liens or letters or protection, as evidenced by "lien" indicated on Wert's initial exam report.

1045. On information and belief, the referral to Wert PC Defendants, like the referral pathway described by Weissbluth as alleged herein, was directed or dictated by one or more Subin Defendants and/or others acting on their behalf, rather than by the independent determination of Claimant I or a licensed HCP.

1046. On November 1, 2023, pursuant to the predetermined treatment protocol and at the referral of Karafin, Claimant I underwent unnecessary and unwarranted MRIs of his cervical and lumbar spine at Kolb Radiology, which were interpreted by Kolb as showing disc herniations at C3-C4, C4-C5, and C5-C6 with central and foraminal narrowing, and the C3-C4 and C4-C5 herniations abutting the spinal cord, and a shallow posterior disc herniation L5-S1 impinging upon the anterior epidural fat.

1047. On November 17, 2023, Claimant I underwent unnecessary and unwarranted left shoulder surgery (specifically labral repair; a synovectomy complete; an arthroscopic major joint debridement of superior labrum; a partial debridement of the rotator cuff, supraspinatus; lysis and resection of adhesions; and isolated subacromial bursectomy) by Wert at New York Surgery Center Queens, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

1048. On information and belief, the left shoulder surgery was financed through one or more of Claimant I's TPLF loans, liens or letters of protection.

1049. On information and belief, at the time of the left shoulder surgery, Wert resided in the State of New Jersey.

1050. In travelling from New Jersey to New York on November 17, 2023, availing himself of New York's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Wert "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" such kickback scheme, and in fact did so, in violation of the Travel Act, 18 U.S.C. § 1952, a predicate under 18 U.S.C. § 1961(1).

1051. On December 7, 2023, Claimant I was seen by Wert for his first postoperative visit, reportedly expressed concerns with his left knee pain worsening and Wert recommended that Claimant I undergo arthroscopy of the left knee and ACL repair. To provide a justification for the proposed surgery, Wert falsely claimed that Claimant I "failed conservative management including ongoing physical therapy," despite that the only conservative treatment that Claimant I had received with respect to his left knee consisted of, at most, six physical therapy sessions.

1052. On December 11, 2023, Claimant I was seen by Karafin at All Boro and, pursuant to the predetermined treatment protocol, was referred for an EMG of the upper extremities due to the numbness and to follow up with a spinal surgeon. The NCV/EMG study, performed by Karafin of All Boro on January 22, 2024, purportedly showed "evidence of bilateral C5 radiculopathy," notwithstanding that an expert IME would later find "no evidence of cervical radiculopathy" and "no objective clinical deficits to support a diagnosis of radiculopathy of the cervical spine."

1053. On January 16, 2024, pursuant to the predetermined treatment protocol and at the apparent referral of Karafin, Claimant I was seen by non-party spinal surgeon Gbolahan Okubadejo, M.D. ("Okubadejo") at All Boro's offices in Bronx, New York. Though this was his first visit with a spine specialist and his strength in his neck muscles and all extremities was assessed to be 5/5 with normal muscle tone, Okubadejo nevertheless indicated that Claimant I was a candidate for ACDF at C5-C6. To provide a justification for the proposed surgery, Okubadejo claimed that Claimant I had "failed conservative management" and noted "diminished sensation in the C5 dermatone" on both the right and left upper extremities. Though Okubadejo indicated in his report that he discussed with Claimant I that nonoperative treatment "is effective in most cases" and that steroid injections "may be helpful," there is no indication that Claimant I refused such treatment and Okubadejo's plan on the report indicated "order surgery: spine/pelvis." By the time

of Claimant I's next visit regarding his neck (at All Boro on April 19, 2024), Karafin indicated that Claimant I was currently pending scheduling for ACDF surgery.

1054. On February 16, 2024, Claimant I underwent unnecessary and unwarranted left knee surgery (specifically, major synovectomy; anterior cruciate ligament reconstruction; and lysis of adhesions) by Wert at non-party New York Surgery Center Queens, despite there being no objective indication for such surgery, thus availing and exposing the relevant Defendants of New Jersey's laws as set forth in Count IV.

1055. On information and belief, the left knee surgery was financed through one or more of Claimant I's TPLF loans, liens or letters of protection, as evidence by the surgery records which indicate that the surgery was "funded."

1056. On information and belief, at the time of the left knee surgery, Wert resided in the State of New Jersey.

1057. In travelling from New Jersey to New York on February 16, 2024, availing themselves of New York's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Wert "travel[led] in interstate commerce… with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on" such kickback scheme, and in fact did so, in violation of the Travel Act, 18 U.S.C. § 1952, a predicate under 18 U.S.C. § 1961(1).

1058. On July 23, 2024, Claimant I was seen by another non-party spine surgeon, Dr. Grigoriy Arutyunyan ("Arutyunyan"), for an initial consultation. Though this was his first visit with Arutyunyan, Arutyunyan recommended (and Claimant I agreed to undergo) ACDF at C5-C6. Arutyunyan noted that the surgery was "purely on an elective basis" and that Claimant I had been

"recalcitrant to conservative/nonsurgical treatment" and had declined non-operative conservative care. To provide a justification for the proposed surgery, Arutyunyan falsely claimed that the symptoms were "a direct result of the accident on 7/24/2023," notwithstanding that Claimant I had initially denied any neck injury to EMS, his neck was assessed as normal by EMS and ER doctors, and he was observed moving his neck without issue at the ER, and further indicated in his preoperative diagnosis that Claimant I had cervical radiculopathy despite there being no such objective indications.

1059. On September 4, 2024, Claimant I underwent unnecessary and unwarranted ACDF at C5-C6 at an ASC by non-party Arutyunyan, despite there being no objective indication for such surgery.

1060. In connection with the ACDF surgery, Pegasus issued a check on August 22, 2024 (less than two weeks before the surgery occurred) for $16,000 to the ASC. According to UCC filings, Claimant I entered into a TPLF loan with Pegasus less than one prior to the ACDF surgery, on August 9, 2024. In connection with the ACDF surgery, Claimant I also signed multiple medical lien forms which provided that he was "directly and fully responsible to the provider for all professional bills submitted … not contingent on any settlement, judgement or verdict…."

1061. Daniel J. Feuer, M.D. conducted a neurological IME in Claimant I's underlying personal injury lawsuit on or about April 8, 2025 and found that the neurological examination was "within normal limits" and that subjective complaints of tenderness were "not of neurogenic etiology" (i.e., not arising from damage/dysfunction in the nerves). Dr. Feuer further found that the symmetrical C5 sensory loss reported by Okubadejo was not documented by the ER, Wert or Karafin, and that it was "highly unusual for an individual to suffer exact symmetrical sensory loss (C5) secondary to a traumatic event." Dr. Feuer further determined that there was "no evidence of

cervical radiculopathy," "no objective clinical deficits to support a diagnosis of radiculopathy of the cervical spine," and that Claimant I was unfamiliar with a diagnosis of radiculopathy and, thus, that it was unclear how he was able to provide informed consent for the ACDF surgery.

1062. Edward A. Toriello, M.D. conducted an orthopedic IME on or about April 10, 2025 and concluded that Claimant I had a resolved left shoulder contusion, resolved right hand contusion left knee anterior cruciate ligament reconstruction, and concluded that Claimant I did not need any further orthopedic care.

1063. In creating the multitude of false or misleading reports purporting to support that the left shoulder and left knee surgeries performed on Claimant I, who had no objective signs of acute injury on date of accident, were medically necessary, Wert PC Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§1341 & 1343, predicate acts pursuant to 18 U.S.C. §1961(1).

1064. In creating the multitude of false or misleading reports purporting to support that the three surgeries and other treatment performed on Claimant I, who had no objective signs of acute injury on date of accident, was plausibly justified, All Boro Non-Parties and Kolb Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to the underlying lawsuit as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§1341 & 1343, predicate acts pursuant to 18 U.S.C. §1961(1).

1065. On January 5, 2024, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm verified and filed a Verified Complaint on behalf of Claimant I alleging directly and under penalty of perjury, and not "upon information and belief," that Claimant I was "caused to sustain serios, harmful, permanent injuries," as well as "great bodily injuries and pain, shock, [and] mental anguish]" by the events of July 24, 2023, whereat Claimant I showed no objective sign of any acute injury.

1066. On or about June 3, 2024, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed the Bill of Particulars on behalf of Claimant I alleging that Claimant I suffered injuries, inter alia, to his left shoulder, left knee, and cervical and lumbar spine, and underwent the aforementioned left shoulder surgery on November 17, 2023 and the aforementioned left knee surgery on February 16, 2024), as a result of the events of July 24, 2023, whereafter Claimant I showed no objective sign of any acute injury.

1067. On or about September 12, 2024, at the direction of H. Subin, E. Subin, Eisen, Baum, and/or May, an attorney of Subin Firm mailed and/or emailed a Supplemental Bill of Particulars on behalf of Claimant I alleging that Claimant I underwent the aforementioned ACDF surgery on September 4, 2024 as a result of the events of July 24, 2023, whereafter Claimant I showed no objective sign of any acute injury.

1068. Notably, as with many other claimants, Claimant I's Bill of Particulars and Supplemental Bill of Particulars served by Subin Firm, were not signed or verified, as required by 22 NYCRR §130-1.1a(b) and the CPLR.

1069. As Subin Firm is alleged to have coordinated the fraudulent and knowingly unnecessary medical treatment, it is directly alleged that the sworn documents mailed or otherwise transmitted to New York State Courts, Plaintiffs, Plaintiffs' defense counsel and/or other parties to

the underlying lawsuit were knowingly false and mailed in furtherance of and as a necessary step in the Fraud Scheme.

1070. In performing the utterly unjustified and/or unrelated left shoulder and left knee surgeries, Wert PC Defendants, in agreement and with the assistance of Subin Firm, Kolb Defendants and All Boro Non-Parties, engaged in force or violence in an attempt to extort money from Plaintiffs, through fear of economic loss imposed by and furthered by Subin Firm. These actions amounted to violations of the Hobbs Act, 18 U.S.C. § 1951.

1071. Claimant I's lawsuit remains pending and GNY continues to incur damages.

1072. On February 6, 2026, after the original complaint in this action was filed identifying Claimant I as an exemplar claimant, Cerchione LLP substituted for Subin Firm as counsel for Claimant I, via consent to change attorney, executed on January 22, 2026, and continues to prosecute the case.

x. **Other Claimants**

1073. The claims at issue herein are not limited to exemplar Claimants A through I but encompass dozens of claimants who were recruited by similar means and received the same predetermined treatment protocols involving one or more Medical Provider Defendants targeted towards unnecessary and unwarranted surgeries to maximize the settlement/judgment value of the claims, to the detriment of Plaintiffs, including but not limited to claimants Rodas, Cheme, Pablo Geremias Saldana-Supliche and Diego Hernan Fajardo, briefly discussed herein.

1074. By way of further example and not limitation, in addition to exemplar Claimants A, D and F discussed herein, NYSI Defendants performed unnecessary ACDF surgery on Claimant Sime ("Claimant Sime"), who like other claimants at issue herein, underwent a substantially similar predetermined protocol of treatment involving many of the same Medical Provider

Defendants, and shared many of the same commonalities and connections with other claimants. As with other claimants discussed herein, Claimant Sime, who was 37 years old at the time, only spoke Spanish and had limited financial means, alleged a standing-height sidewalk trip-and-fall on August 1, 2023 and reported to the ER, which found no objective evidence of acute injuries. As with other claimants discussed herein, following his ER visit, Claimant Sime waited 18 days and until after he had retained Subin Firm (which occurred on or before August 9, 2023), before seeking any further treatment, at which time he presented to All Boro Non-Parties.

1075. As with other claimants, according to his medical records, Claimant Sime had Medicaid benefits through a private insurer, yet all of his post-ER treatment was paid for via TPLF Loans, liens and/or letters of protection, including at least one TPLF Loan issued by Pegasus. Thereafter, pursuant to the predetermined treatment protocol, Claimant Sime was referred for unnecessary and unwarranted treatment and MRIs, purportedly rendered by All Boro Non-Parties, Kolb Defendants, NYSI Defendants, Wert PC Defendants, Gerling Institute Defendants and Advanced Ortho Defendants, among others, including two sets of cervical and lumbar MRIs occurring less than six months apart, and ultimately culminating in two unnecessary and unwarranted surgeries (right shoulder arthroscopy performed by Wert PC Defendants and ACDF at C6-C7 with interbody cage, morselized allograft and arthrodesis performed by Macagno through NYSI, despite the earlier MRI showing a normal C6-C7 level). At Claimant Sime's second visit at NYSI on November 12, 2024, according to NYSI's records, he was seen by a physician assistant who recommended ACDF surgery, with Macagno reviewing and electronically signing off on the follow-up report nearly a month later on December 8, 2024. Following the November 12, 2024 visit, Claimant Sime participated in a brief telemedicine visit with Dr. Macagno before undergoing

C6-C7 ACDF on May 8, 2025 at an ASC located in New Jersey, despite that Claimant Sime and Macagno resided in New York at the time.

1076. As with other claimants discussed herein, medical records indicate that despite having Medicaid benefits, Claimant Sime's surgeries were paid for via TPLF Loans, including a check for $34,247.70 issued by Pegasus Fund to the New Jersey ASC where the ACDF surgery was performed, issued on April 24, 2024 (nearly two weeks before the ACDF surgery occurred), and over $30,000 issued to NYSI four days after the surgery. Amongst other indicia of fraud, Claimant Sime's height, which was initially recorded at the ER to be 1.829 m (or 6 feet), was thereafter recorded by All Boro Non-Parties as 5'7," Wert PC Defendants as 5'5" and NYSI Defendants as 5'8."

1077. In creating the multitude of false or misleading reports purporting to support that the ACDF surgery performed on Claimant Sime, who had no objective signs of acute injury on date of accident, was medically necessary, NYSI Defendants knew, or should have known, such records to be false, and further knew, or should have known, such false documentation would be mailed or otherwise transmitted to Plaintiffs, Plaintiffs' defense counsel, New York State Courts and/or other parties to the underlying lawsuit and related workers' compensation claim as a necessary step and in furtherance of the Fraud Scheme, with each such mailing and transmission constituting violations of 18 U.S.C. §§ 1341 & 1343, predicate acts pursuant to 18 U.S.C. § 1961(1).

F. PLAINTIFFS' JUSTIFIABLE RELIANCE

1078. As the predicate acts sounding in mail and wire fraud as set forth against the Count I RICO Defendants herein are alleged to have been foreseeable, in furtherance of, and as a necessary step in the Fraud Scheme.

1079. The New Jersey Insurance Fraud Prevention Act, N.J.S.A. § 17:33A-1, *et seq*. ("NJ IFPA"), also alleged herein, imposes no obligation to plead or prove reliance as a separate element.

1080. Plaintiffs at no time knew or had reason to know in the exercise of due diligence or reasonable care that Defendants were engaged in misrepresentations, omissions, concealment of material facts, and fraudulent conduct.

1081. At all relevant times, Defendants, acting in concert with one another, have systematically concealed the identities, roles, and financial relationships of, among others, the Runner/Support Defendants and Funding Defendants who comprise, facilitate and finance the fraudulent Enterprise alleged herein. That concealment is not incidental, but is a central feature of the Enterprise, designed to prevent Plaintiffs and other similarly situated insurers, opposing parties, courts and regulators from uncovering the full scope of the Fraud Scheme.

1082. Specifically, as alleged herein, the Enterprise has employed many concealment methods to obscure the identifies, roles and financial relationships of participants in the Fraud Scheme, including:

a. The use of shell companies, intermediary entities, and nominee arrangements to disguise payments made to Runner/Support Defendants for illegal solicitation and referral of personal injury claimants;

b. The systematic omission and/or falsification of referral source information in claimants' files;

c. The rotation of claimant referrals among multiple Medical Provider Defendants, workers' compensation counsel, and Funding Defendants, to avoid detection of the pattern of coordinated referrals, treatment protocols, and financing arrangements underlying the Fraud Scheme;

d. The use, in certain instances, of other personal injury law firms, such as Park Firm for Claimant C, as nominal counsel of record for claimants, while Subin Firm directed, controlled, and/or coordinated

the litigation and treatment of such claimants, in order to conceal Subin Firm's true role and involvement in such claims;

e. The structuring of TPLF arrangements through layers of intermediary entities, assignment agreements, and/or non-disclosure provisions specifically designed to conceal the identity of TPLF funders, the terms of their financing and/or their operational influence over case selection, settlement timing, and litigation strategy, including the deliberate failure to file UCC financing statements that would otherwise publicly identify the existence of such arrangements, and affirmative litigation conduct, not in good faith, directed to prevent disclosure of such arrangements;

f. The destruction and/or deliberate non-creation of records memorializing runner referral payments and TPLF arrangements, including the conducting of referral compensation discussions and funder communications through end-to-end encrypted messaging platforms, such as WhatsApp, unrecorded cash transactions, and oral arrangements; and

g. Active coordination among Enterprise members — including Defendants — to present false, misleading, or incomplete responses to discovery requests, authorizations for records from HCPs, deposition questions, regulatory inquiries and/or judicial proceedings.

1083. GNY justifiably relied on Defendants' misrepresentations, as set forth above, in making claims-handling, settlement, and litigation decisions, including the timing and amount of settlements. Defendants' scheme was specifically designed to exploit the legal duty to defend that New York law imposes on insurers, together with insurers' good faith duties to protect their insureds from excess judgments.

1084. New York law mandates that an insurer's duty to defend is triggered by the filing of a claim or suit - even if the allegations are false or groundless, the insurer has a duty to defend its insureds. Each and every fraudulent claim and lawsuit immediately and directly triggered mandated expenses, including legal, administrative and investigative expenses, by GNY in discharging its duty to defend its insureds.

1085. New Jersey law permits, *inter alia* and as relevant here, any insurance company duly registered in the State damaged by violations of the NJ IFPA to bring an action "in any court of competent jurisdiction to recover compensatory damages, which shall include reasonable investigation expenses, costs of suit and attorney's fees." N.J.S.A. § 17:33A-7. Plaintiffs are each an insurance company as defined in the IFPA.

1086. Each of the complaints, bills of particulars, bills, liens, workers' compensation claims records, and individual medical records created and transmitted by Defendants, when viewed in isolation, do not reveal the fraudulent nature of the underlying claims or the Fraud Scheme. Only when the bills and supporting documentation are viewed together as a whole, in conjunction with their repeated use in numerous cases, do the patterns emerge revealing the fraudulent nature of these submissions.

1087. Each subsequent falsified record produced in the course of the Fraud Scheme, upon disclosure and transmission to Plaintiffs, required Plaintiffs to, at minimum, rely on such submissions in incurring further fees and costs in discharging its legal obligation to provide a defense to its insured, prolonged litigation, required additional reserves, and were relied upon in valuing the claim as to exposure and/or settlement.

1088. The numerous subsequent Supplemental Bills of Particulars filed related to fraudulent treatment rendered through the Fraud Scheme were further relied upon, by necessity, in prolonged and unnecessary legal costs, independent medical examinations, experts, investigations, and other expenses.

1089. As to settlements made because of the Fraud Scheme, Plaintiffs at all times comported with reasonable due diligence requirements through the retention of reputable defense firms, investigators, and experts. However, the Fraud Scheme was designed and implemented to

circumvent these safeguards. Further, the protections under HIPAA and attorney-client privilege, along with New York's insulation of litigation financing disclosures, rendered the Fraud Scheme unable to be detected through the use of ordinary due diligence. Any payments made by Plaintiffs were after Plaintiffs had engaged in reasonable due diligence and were made in reasonably justified reliance on the submitted material and proceedings.

1090. As such, Plaintiffs justifiably and reasonably relied on submitted legal, medical and other documents as facially valid, and was fraudulently induced to make payments on, at minimum, dozens of claims.

G. DAMAGES

1091. Additionally, regardless of truth, falsity, or any descriptor along that spectrum, documents were sent *via* mail as well as various transmissions sent over the wires which were performed as necessary steps to and in furtherance of the Fraud Scheme, and as components of an overall scheme or artifice to defraud, or to otherwise obtain money under false pretenses.As a direct and foreseeable result of Defendants' Fraud Scheme, GNY has been required to expend substantial sums in the investigation and defense of personal injury claims and lawsuits asserted by claimants against Plaintiffs' insureds incurred substantial damages, including payments made by Plaintiffs to Legal Service Defendants in the form of settlements and/or judgments obtained through Defendants' pattern of fraudulent conduct, as well as costs related to processing and investigating the fraudulent claims, and retention of attorneys, investigators, and experts to defend the fraudulent claims.

1092. Plaintiffs' injuries were not derivative of injuries suffered by its insureds. Rather, Plaintiffs itself paid defense costs, litigation expenses, and settlement proceeds that it would not

have paid, or would have paid only in materially lesser amounts, absent Defendants' fraudulent conduct.

1093. On information and belief, a substantial portion of the payments made by Plaintiffs to Legal Service Defendants through settlements and/or judgments were subsequently distributed to: (i) Funding Defendants to purportedly repay the high-interest TPLF loans issued to claimants; (ii) Medical Provider Defendants as purported reimbursement for healthcare services that were unnecessary, unwarranted, excessive or never occurred, at rates significantly higher than Medical Provider Defendants would have obtained had they utilized the claimants' health insurance or Medicaid; (iii) Runner/Support Defendants as purported reimbursement for services that were unnecessary, excessive or never occurred; but which, in many instances, were in fact unlawful kickbacks and/or other financial compensation for claimant referrals and/or fraudulent, false and/or misleading statements and testimony in connection with claimants' personal injury lawsuits.

1094. But for Defendants' perpetration of the Fraud Scheme, Plaintiffs would not have incurred such damages. At a minimum, Plaintiffs' settlement and other payments on the underlying claims would be significantly less because the claimants' actual injuries, if any, were markedly less severe and the healthcare services needed to treat any such actual injuries, if any, would be substantially less and would not include the expensive, invasive and unnecessary surgeries and other treatments described herein, resulting in lower settlement and/or judgment values for such claims, and consequently, would result in significantly less expenses incurred in defending such claims.

1095. Furthermore, each and every predicate act contributed to the damages incurred, as the Fraud Scheme is designed to reinforce itself, becoming more difficult to discern and more

expensive to combat, and, thus, more effective generally upon each subsequent production of false statements and documents, effectuated through the use or mail and wire transmissions, and through reinvestment in the Fraud Scheme and iteration, in an ever-escalating bootstrap; damages would have lessened or not incurred at all but for the Fraud Scheme.

1096. Moreover, Plaintiffs' business operations include general liability services from underwriting through claims handling and subsequent administrative and legal actions, including effective handling of personal injury claims. As a direct and foreseeable result of the Fraud Scheme, Plaintiffs were obligated to hire and retain additional personnel specifically to address fraudulent claims beyond the normal scope of business.

1097. Defendants' patterns of fraudulent conduct caused injury to GNY in its business and property by reason of the aforesaid violations of state and federal law. Although it is not necessary for Plaintiffs to calculate damages with specificity at this stage in the litigation (whereas Plaintiffs' damages continue to accrue), Plaintiffs' injuries include, but are not limited to the following:

a. Actual and consequential damages for payments made by GNY to Subin Defendants, Subin 2.0 Defendants and/or Park Defendants and/or others in connection with the underlying claims, including indemnity payment, settlements and/or judgments, the proceeds of which were distributed other Defendants, the exact amount to be determined at trial;

b. Actual and consequential damages for GNY's payment of the expenses it incurred as a result of its duty to defend. These expenses include filing fees, attorney's fees, expert fees, independent medical exam fees, and costs of records, the exact amount to be determined at trial; and

c. Actual and consequential damages for the expenses and costs incurred and caused by the administration of these claims and the retention of additional staff (against calculated fixed income not designed to accommodate the dozens of admittedly fraudulent cases arising from Subin Firm alone) to perform investigative and support

services for claims wherein Defendants submitted or caused to be submitted claims/demands for monetary payments in connection with personal injury lawsuits, the exact amount to be determined at trial.

V. CAUSES OF ACTION

COUNT I
RICO Violation (§ 1962[c])
Count I Enterprise

As Against ("Count I Defendants"):
SUBIN ASSOCIATES, LLP
SUBIN, LLP
ERIC SUBIN, PLLC
CERCHIONE HUROWITZ LAW GROUP LLP
KOLB RADIOLOGY P.C.
THOMAS M. KOLB, M.D.,
METRO POINT MEDICAL P.C.
SMB MEDICAL SERVICES, P.C.
STEPHANIE BAYNER, M.D.
ADVANCED ORTHOPEDICS AND NEUROSURGERY, LLC
SCOTT STEVEN KATZMAN, M.D.
WEST ORANGE SURGICAL CENTER D/B/A MOUNTAIN SURGERY CENTER
ALEXANDRE B. DE MOURA, M.D., P.C. D/B/A NEW YORK SPINE INSTITUTE
ANGEL EDUARDO MACAGNO, M.D.
ALEXANDRE B. DE MOURA, M.D.
GERLING INSTITUTE CENTER FOR MUSCULOSKELETAL & NEUROLOGICAL CARE
MICHAEL GERLING, M.D.
WASHINGTON MEDICAL, P.C.
SAWEY HARHASH, M.D.
SANFORD R. WERT, M.D., PC
SANFORD R. WERT. M.D.
NY&NJ ORTHO SPINE, LLC
ROSS SHERBAN, M.D.
ARON ROVNER, M.D.
MCCULLOCH ORTHOPAEDIC SURGICAL SERVICES, P.L.L.C. d/b/a NEW YORK SPORTS AND JOINTS ORTHOPAEDIC SPECIALISTS
KENNETH MCCULLOCH, M.D.
HASANUZZAMAN MEDICAL CARE P.C.
MOHAMMAD HASANUZZAMAN, M.D.

1098. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1099. Each of Subin Firm, H. Subin, E. Subin, Eisen, Baum, May, Subin, LLP, Cerchione LLP, Kolb Radiology, Metro Point, SMB Medical, Bayner, Advanced Ortho, Katzman, NYSI, Macagno, De Moura, Gerling Institute, Gerling, Washington Medical, Harhash, Wert, PC, Wert, NY&NJ Ortho, Sherban, Rovner, McCulloch Ortho, McCulloch, Hasanuzzaman PC, and Hasanuzzaman, is a "person" as that term is defined by statute under 18 U.S.C. § 1961, et. seq.

1100. The enterprise consists of Count I Defendants, together with Runner/Support Defendants, Funding Defendants, Park Defendants, WC Firms, HCPs, including Medical Provider Defendants, and other persons and entities whose identities are presently unknown to Plaintiffs, which together constituted an association-in-fact enterprise (the "Count I Enterprise"), as that term is defined by statute under 18 U.S.C. § 1961, *et seq*. Count I Defendants constitute only a subset of the broader Count I Enterprise.

1101. The Count I Enterprise maintained a common purpose: to generate and monetize personal injury claims through falsified testimony, feigned medical necessity, and unnecessary surgeries. The relationships among the members of the Count I Enterprise — including the coordination between Count I Defendants and Runner/Support Defendants, Funding Defendants, Park Defendants, Nappa Monterosso, and Villamar Defendants, as alleged herein — enabled the Enterprise's functions (referrals, imaging, surgeries, liens, funding, and litigation coordination), and the Enterprise has maintained sufficient longevity to pursue its purpose and continues through the present.

1102. From at least 2018 through the present, one or more Count I Defendants conducted and/or participated in the conduct of the affairs of the Enterprise, by engaging in transactions and conduct constituting a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). While certain Count I Defendants participated in the Enterprise and its pattern of racketeering activity

from its inception in or about 2018, others joined and participated at various times thereafter, as set forth herein. Regardless of when each Count I Defendant joined the Enterprise, each is liable for the pattern of racketeering activity conducted through the Enterprise during the period of that defendant's participation. The transactions and predicate acts occurred over a substantial period of time through to the present and present a credible threat of continuing into the future.

1103. This conduct included predicate acts of mail and wire fraud under 18 U.S.C. §§ 1341 and 1343, Travel Act violations under 18 U.S.C. § 1952, and Hobbs Act violations under 18 U.S.C. § 1951, directly and proximately causing Plaintiffs' compensable damages, as well as numerous other 18 U.S.C. §§ 1341 and 1343, and Travel Act violations under 18 U.S.C. § 1952, as set forth regarding substantially similar related predicate acts extending from at least 2018 through to the present, and likely to continue into the future.

1104. By way of example and not limitation, annexed hereto as Exhibit "A," is a representative sample of predicate acts attributable to Count I Defendants.

1105. In addition to those material misrepresentations and omissions alleged *infra*, the 18 U.S.C. §§ 1341 and 1343 predicate act mail and wire communications transmitted to Plaintiffs, courts, defense counsel and/or others in connection with the underlying claims contained one or more of the following material misrepresentations and omissions:

a. That the underlying claims were generated through legitimate attorney-client relationships—when in fact, on information and belief, they were generated through illegal runner solicitation networks whose existence and compensation arrangements were deliberately concealed;

b. That the underlying claims were managed, supervised, and controlled by licensed, practicing attorneys acting within the scope of their professional responsibilities — when in fact, on information and belief, one or more non-attorneys, including L. Hernandez, Chaudhry and Lupi were held out to claimants, Plaintiffs, Plaintiffs' counsel, courts, the NY WCB and/or others as attorneys authorized to practice law and/or as authorized to represent injured workers

before the NY WCB, and were permitted to manage, direct, and control aspects of claimants' underlying lawsuits properly reserved to licensed attorneys and/or related workers' compensation claims reserved by NY WCB to authorized representatives, with the knowledge and consent of one or more Legal Service Defendants, including one or more Subin Defendants, in violation of Judiciary Law § 478 and the New York Rules of Professional Conduct;

c. That the allegations set forth in complaints, bills of particulars, and other litigation filings regarding claimants' accidents, injuries and claimed damages, prepared and submitted, or caused to be submitted, by Subin Firm and/or others acting on their behalf, in connection with the underlying claims, constituted good faith factual assertions supported by a reasonable basis in fact, as required of attorney filings under New York Rules of Professional Conduct 3.1 and 3.3 and 22 NYCRR 130-1.1—when in fact, on information and belief, such Legal Service Defendants knew, at the time such filings were prepared and submitted, that such accidents had not occurred or had not occurred in the manner in which they were alleged to have occurred and/or that one or more of the injuries alleged had not occurred or had not resulted from the accident at issue, and nonetheless asserted such accidents and injuries as true and accurate in furtherance of the Enterprise's Fraud Scheme;

d. That the healthcare treatment and services reflected in records and bills generated by Medical Provider Defendants, relied upon by Legal Service Defendants in support of the underlying claims (including in demand packages, bills of particular, settlement negotiations and litigation filings, and in connection with related WC claims) and submitted or caused to be submitted to Plaintiffs, defense counsel, courts and others in connection with the underlying claims, was medically necessary and rendered in claimants' genuine medical interests, when in fact such treatment and services were it was unjustified, predetermined, and performed in furtherance of the Enterprise's Fraud Scheme;

e. That the bills and invoices generated by Medical Provider Defendants documenting healthcare treatment and services purportedly rendered to claimants, relied upon by Legal Service Defendants in support of the underlying claims (including in demand packages, bills of particular, settlement negotiations and litigation filings, and in connection with related WC liens/claims of special damages), and submitted or caused to be submitted to Plaintiffs, defense counsel, courts and others in connection with the underlying claims, reflected the reasonable value of healthcare treatment and services, when in fact, in many instances, such bills and invoices were inflated through coordinated billing practices

designed to maximize claimants' damages claims rather than reflect genuine medical costs; and

f. That the damages valuations presented by Subin Defendants and/or others acting on their behalf in settlement demands, demand packages and litigation filings, were supported by genuine, accurately documented healthcare treatment, bills, and records reflecting claimants' actual medical conditions and needs — when in fact, such valuations were materially inflated for the purpose of maximizing litigation damages.

1106. Each of the foregoing misrepresentations and omissions was made in furtherance of presenting the underlying claims to Plaintiffs as legitimate personal injury claims generated and prosecuted through ordinary, arm's-length medical treatment and legal representation, when in fact, on information and belief, the claims were the product of an undisclosed Fraud Scheme involving runner compensation and fee-sharing arrangements among the Legal Service Defendants, Runner/Support Defendants, Medical Provider Defendants, and Funding Defendants.

1107. In addition to the predicate acts described above, in furtherance of the Fraud Scheme, Count I Defendants transmitted and caused to be transmitted the following categories of mail and wire communications on multiple occasions throughout the period of the Enterprise's operation, by United States mail, interstate commercial carrier, email, facsimile, or electronic document transmission, containing the fraudulent misrepresentations described above, with each transmission constituting a separate predicate act of mail fraud under 18 U.S.C. § 1341 and/or wire fraud under 18 U.S.C. § 1343: (i) demand packages — including cover letters, medical records, medical bills, and damages summaries; (ii) settlement demand and negotiation communications

1108. On information and belief, there exists a presently unknown number of additional predicate acts in the same pattern and practice which are within the exclusive knowledge of Defendants which Plaintiffs cannot readily ascertain without discovery.

1109. The predicate acts of mail fraud and wire fraud have proximately and directly caused Plaintiffs' damages and have been pled with particularity, detailing who sent the mail and wires, how, when, and to whom, and in what manner they were fraudulent or were otherwise in furtherance of the Fraud Scheme. In addition, because mail fraud and wire fraud were in furtherance of a larger scheme or artifice to defraud, it has been plausibly pled that Count I Defendants knew, intended, and/or could reasonably foresee the use of such mail and wires were a necessary step in furtherance of the larger scheme or artifice to defraud.

1110. The Travel Act violations pled are not subject to heightened pleading requirements, and sufficient allegations have been set forth as to use of the interstate facilities, intent to facilitate, carry on, and/or promote specified unlawful conduct, that same was in fact carried out, and the underlying unlawful conduct as alleged plausibly permits inference of unlawful bribery *via* kickback scheme and Hobbs Act violations/extortion.

1111. The Hobbs Act violations pled are not subject to heightened pleading requirements, and sufficient allegations have been set forth as to affecting commerce through obtaining of, attempting to obtain, and/or conspiring to obtain property from Plaintiffs through Plaintiffs' consent, as induced by wrongful use of actual force and violence (upon claimants) and/or fear of economic harm (upon Plaintiffs).

1112. The knowingly unjustified surgeries/procedures performed by the Rovner PLLC Defendants, Advanced Ortho Defendants, NYNJ Ortho Defendants, NYSI Defendants, McCulloch Ortho Defendants, Gerling Institute Defendants, Wert PC Defendants, Washington Medical Defendants, Metro Point Defendants (actual force and violence), substantially assisted by way of false facial justification knowingly prepared by Rovner PLLC Defendants, Advanced Ortho Defendants, NYNJ Ortho Defendants, NYSI Defendants, McCulloch Ortho Defendants, Gerling

Institute Defendants, Wert PC Defendants, Washington Medical Defendants, Metro Point Defendants were weaponized by Subin Firm in causing or attempting to cause such fear of economic harm so as to induce Plaintiff to having its property wrongfully obtained by consent.

1113. The knowingly unjustified surgeries, performed at the ultimate request and direction of one or more Subin Defendants, further constituted acts of actual force or violence in attempting to induce Plaintiff's consent to pay inflated settlements for the underlying claims. The Rovner PLLC Defendants, Advanced Ortho Defendants, NYNJ Ortho Defendants, NYSI Defendants, McCulloch Ortho Defendants, Gerling Institute Defendants, Wert PC Defendants, Washington Medical Defendants, Metro Point Defendants, and Subin Firm agreed to, and in fact engaged, in such conduct as alleged.

1114. The transmissions pled were made to support monetary demands backed by such wrongful use of actual violence or force, and fear of economic harm, were made by wire and mail, involves several instances of violence and force in other states, and thus constituted acts of extortion or attempted extortion affecting interstate commerce.

1115. Each surgery/procedure identified in the predicate table constituted an act of actual force or violence, used to bolster the extortionate demands for payment from Plaintiffs and other insurers, and to induce consent to part with money under fear of economic harm.

1116. Subin Defendants' lawsuits, proxy WC Firms' filings, pre-suit demands, and lien/assignment claims were/are fraudulent and/or objectively baseless. Across even, and at least, the 9 exemplar claimants discussed in detail herein, Subin Defendants:

a. Knowingly pursued personal injury claims contradicted by contemporaneous medical records, IME findings, and their own diagnostic reviews;

b. Knowingly relied on boilerplate medical reports that were cut-and-paste across patients with identical "findings" and billing codes;

c. Knowingly relied on inflated or fabricated treatment records; and

d. Utilized escalating and unjustified medical treatments and surgeries on claimants who were non-English speaking, often undocumented, immigrants with limited education and understanding, not to obtain legitimate redress on any merits, but to impose escalating litigation, discovery costs and exposure risk so as to coerce payments unrelated to claim validity - *i.e.*, to use the legal and NY workers' compensation claim processes, as opposed to the valid outcome of that processes, as a weapon.

1117. As evidenced herein and elsewhere, Subin Firm wages a repeated and identifiable campaign in Courts and NY WCB proceedings to block, burden, and penalize Plaintiffs' right and ability to contest claims, flooding calendars with copy-paste actions and repeated allegation supplements, so as to prevent any sustained scrutiny on any individual treatment, surgery, or provider, to multiply the expense of defense, and to continuously raise exposure risk so as to impose the false construct of settling at or near policy or risk bad faith exposure for failing to so *via* potential bad faith claims.

1118. Subin Defendants abused process through knowing and material falsehoods to Courts and administrative bodies, as well as Plaintiffs and similarly situated ultimate payors *via* fabricated medical findings, false statements of treatment rendered, and intentionally utilizing a network of concealed kickbacks and self-referral arrangements. The lawsuits and claims were (a) objectively baseless and (b) subjectively intended to burden and coerce rather than to win on legitimate merits.

1119. These acts occurred as part of a pattern extending from at least 2018 through to the present, with a real threat of continued racketeering activity. Additional predicate acts exist and will be identified in discovery, including transmissions and filings for the numerous claimants not yet so identified as part of the Fraud Scheme.

1120. Subin 2.0 Defendants (Eric Subin, PLLC, Subin, LLP and Cerchione LLP) are alter egos of and/or successors-in-interest to Subin Firm, and mere continuations of Subin Firm, through which the Enterprise continued to conduct its affairs, and, thus, are liable for the racketeering acts committed by Subin Firm through the Enterprise alleged herein.

1121. The Enterprise did not terminate when Subin Firm ceased operating as an active law firm in or around January of 2026, but continued uninterrupted, merely substituting Subin 2.0 Defendants as the new vehicles through which its affairs were conducted.

1122. The formation of Subin 2.0 Defendants did not alter the Enterprise's common purpose, structure, methods, or participants, but instead allowed the Enterprise to continue while attempting to shield assets and evade liability.

1123. The individuals controlling the Enterprise merely substituted one corporate instrumentality for another. The Enterprise's purpose, leadership, methods, personnel, clients, operations, and revenue-generating activities remained substantially identical. Accordingly, the formation of Subin 2.0 Defendants represented a continuation of the same Enterprise rather than the creation of a new one.

1124. Alternatively, even if treated as legally distinct from the Subin Firm, the Subin 2.0 Defendants knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the same continuing Enterprise by assuming and continuing the Enterprise's existing litigation operations and utilizing the same methods and instrumentalities through which the Enterprise conducted its racketeering activity. On information and belief, Subin 2.0 Defendants were organized and utilized by substantially the same individuals who controlled Subin Firm for the purpose of continuing the Enterprise's ongoing litigation operations by absorbing the overwhelming majority of the Subin Firm's active litigation matters, personnel, offices,

operational infrastructure, client relationships, goodwill, and revenue-generating activities, including continuing to prosecute the lawsuits of exemplar claimants F and I, and other claimants at issue herein, thereby enabling the Enterprise to continue functioning substantially without interruption. In doing so, Subin 2.0 Defendants continued to utilize the same litigation files, personnel, communications, and business practices through which the Enterprise allegedly executed and furthered its racketeering scheme, including transmitting litigation-related correspondence, medical records and bills, bills of particulars, settlement demands, and other mailings and interstate wire communications of the same nature as those alleged elsewhere in this Complaint to comprise the Enterprise's pattern of racketeering activity. The continuity of the Enterprise is further demonstrated by the transfer of the vast majority of the Subin Firm's pending litigation matters to the Subin 2.0 Defendants, the continuation of substantially the same attorneys and management, the continued prosecution of substantially the same pending lawsuits, and the continuation of substantially the same business operations, methods, and objectives.

1125. As a result of the pattern of racketeering activity of the Count I Enterprise, GNY has suffered damages to its business and property.

1126. As the ultimate goal of the Enterprise was to extort and/or defraud Plaintiffs out of its money (e.g., payments for settlements, judgments, and costs and fees in connection with defending the claims and lawsuits), GNY is a direct victim of the Fraud Scheme and the pattern of racketeering activity. Put simply, should the Fraud Scheme succeed, the success is marked by Defendants being paid by Plaintiffs for the fraud they committed. Plaintiffs' account would be, or has been, drawn upon for purposes of those payments, and in the interim, Plaintiffs pays investigative fees, expert fees, legal fees, and litigation costs as required under its duty to defend. There is a direct relationship between Defendants' conduct and Plaintiffs' damages.

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

a. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to 18 U.S.C. § 1964;

b. Plaintiffs' reasonable attorneys' fees, expenses, costs, and interest;

c. Injunctive relief enjoining Defendants from engaging in the wrongful conduct alleged in this Complaint; and

d. Such other relief as the Court deems just and proper.

COUNT II
RICO Conspiracy (§ 1962[d])

As Against:
ALL DEFENDANTS

1127. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1128. From at least 2018 to the present, Defendants did unlawfully, knowingly and intentionally, combine, conspire, confederate, and agree together with each other, and with others whose names are known or unknown, to conduct and participate, directly and indirectly, in the conduct of the affairs of the Count I Enterprise and/or, in the alternative, the Count III Enterprise, through a pattern of racketeering activity set forth herein in violation of 18 U.S.C. § 1962(d).

1129. The pattern of racketeering activity in which Defendants intentionally combined to engage in or otherwise conspired to engage in involved numerous specific acts and conducts as described in detail in this Complaint, constituting mail fraud (18 U.S.C. § 1341), wire fraud (18 U.S.C. § 1343), Travel Act violations (18 U.S.C. § 1952), and Hobbs Act violations (18 U.S.C. § 1951) – all of which are "racketeering activity" as defined in 18 U.S.C. § 1961(1)(A).

1130. The predicate acts of mail fraud, wire fraud, Travel Act violations, and Hobbs Act violations involved the transmission and use of false and misleading documentation in furtherance

of Defendants' scheme to defraud Plaintiffs in connection with submitting, filing, prosecuting, and asserting claims and personal injury lawsuits arising out of fraudulent accidents.

1131. These predicate acts were necessary steps in, and taken in furtherance of, the Fraud Scheme. Each Defendant agreed to the Fraud Scheme's objective to defraud Plaintiffs and others, illegally profit from doing so – and agreed that the affairs of the Enterprise would be conducted through a pattern of racketeering, as described herein, to achieve that objective. The means by which the Enterprise achieved its objective includes:

a. Recruiting claimants and staging accidents;

b. Securing retainer of the attorneys who participated in the Enterprise, including Subin Firm;

c. Managing claimants through pre-determined protocol treatment *via, inter alia,* Medical Provider Defendants;

d. Performing pre-determined and unnecessary surgeries by, *inter alia,* Medical Provider Defendants;

e. Filing and prosecuting fraudulent lawsuits and related workers' compensation claims;

f. Paying and/or agreeing to pay concealed and undisclosed kickbacks and/or other compensation tied to the procurement, steering, and/or maintenance of claimant files and/or consisting in violation of Rules 5.4 and 7.2 of the New York Rules of Professional Conduct, and New York Judiciary Law §§ 479, 482, and/or 491;

g. Maintaining a reciprocal relationship whereby Legal Service Defendants steered claimants to certain Medical Provider Defendants in exchange for predetermined, medically unnecessary and unwarranted healthcare treatment and services, treatment recommendations and surgical necessity opinions designed to inflate the value of claimants' personal injury claims, in violation of New York Education Law § 6530(18);

h. Laundering and concealing the nature of the Fraud Scheme proceeds; and

i. Concealing the nature of the Fraud Scheme to perpetuate it.

1132. Each Defendant knew that the Enterprise existed and acts detailed herein were part of a pattern of racketeering activity conducted through it, and each Defendant knowingly agreed to participate in the conduct of the Enterprise's affairs through that pattern of racketeering activity, thereby facilitating the Fraud Scheme.

1133. Each RICO co-conspirator's knowledge of, and agreement to participate in, the Enterprise's affairs and the Fraud Scheme need not be established by direct evidence, and may instead be inferred from circumstantial evidence, including that defendant's status within the Enterprise, their knowledge of the alleged wrongdoing, and the acts they undertook in furtherance of the conspiracy's objective. *See United States v. Applins*, 637 F.3d 59, 81 (2d Cir. 2011); *Angermeir v. Cohen*, 14 F. Supp. 3d 134, 154 (S.D.N.Y. 2014). A defendant need not have known the full scope of the Fraud Scheme, participated in every act comprising it, or personally committed two or more predicate acts, so long as the defendant knew of, and agreed to further, its general nature and objective.

1134. As set forth herein, each Defendant's status in the Enterprise, knowledge of the Fraud Scheme, and the specific acts each Defendant undertook establish that each such Defendant knowingly agreed to participate in the conduct of the Enterprise's affairs through a pattern of racketeering activity, and thereby knowingly facilitated the Fraud Scheme.

1135. Subin Defendants agreed to, and did, provide substantial assistance to the Enterprise through the management of the Enterprise; initiation, supervision and management of the litigation proceedings; coordination of related workers' compensation claims; managing claimants and Medical Provider Defendants; managing Subin Firm attorneys and employees; and personally verifying false information in furtherance of the Fraud Scheme, including for dozens of claimants at issue herein, including Claimants A through I.

1136. Subin 2.0 Defendants agreed to, and did, provide substantial assistance to the Enterprise, both directly and derivatively. Directly, Subin 2.0 Defendants agreed to, and did, provide substantial assistance through the continued management of the Enterprise, supervision and management of litigation proceedings, including assumption and continued prosecution of fraudulent claims and lawsuits, including for Claimants F and I, coordination of related workers' compensation claims, managing claimants and Medical Provider Defendants, managing attorneys and employees formerly and currently affiliated with Subin Firm, and/or their roles in connection with the Subject Transfers (as further alleged herein). Derivatively, Subin 2.0 Defendants are each alter egos of, successors-in-interest to, and mere continuations of Subin Firm, having received, through the Subject Transfers described herein, substantially all of Subin Firm's assets, personnel, ongoing client matters, and role within the Enterprise, and having knowingly continued and profited from Subin Firm's participation in the Fraud Scheme without interruption. As such, each of the Subin 2.0 Defendants are independently liable, as Subin Firm's alter egos and/or successors-in-interest, for the pattern of racketeering activity and predicate acts committed by Subin Firm, and for Subin Firm's agreement to participate in the conduct of the Enterprise's affairs, as alleged herein.

1137. Cerchione LLP Owner Defendants agreed to, and did, provide substantial assistance to the Enterprise through their longstanding 35-plus year association with Subin Firm, their formation, ownership and control of Cerchione LLP after Subin Firm had been sued under RICO for similar fraud schemes, their roles in connection with the Subject Transfers (as further alleged herein), G. Cerchione's acknowledgements in his April 30, 2026 Affirmation (discussed supra), assumption and continued prosecution of dozens if not hundreds of fraudulent Subin Firm claims, including for Claimants F and I.

1138. Park Defendants agreed to, and did, provide substantial assistance to the Enterprise by appearing as nominal counsel of record for claimants whose cases were, in whole or in part, directed, controlled, and/or coordinated by Subin Firm, including Claimant C, in exchange for Subin Firm continuing to funnel claimants to Park Defendants. On information and belief, Park Firm's participation was not that of an independent law firm accepting referrals at arm's length, but rather that of an undisclosed shell, alter ego, and/or captive of Subin Firm, through which Subin Firm itself conducted and participated in the affairs of the Enterprise while evading disclosure obligations under Rule 1.5(g) of the New York Rules of Professional Conduct and concealed its true role and continued involvement in claimants' cases notwithstanding Park Defendants' appearance as counsel of record, evidenced by the eleven-month delay between the execution and filing of the consent to change attorney for Claimant C, and Park Defendants' recurring appearances as counsel of record for claimants whose claims originated with, were transferred to, or were otherwise connected to, Subin Firm and Runner/Support Defendants — including exemplar Claimants B and C, Parraga, A. Delgado, and Lupi.

1139. Villamar Defendants agreed to, and did, provide substantial assistance to the Enterprise through the initiation, supervision and management of related workers' compensation proceedings, managing claimants and Medical Provider Defendants, managing Villamar Firm attorneys and employees, and preparing and submitting knowingly false workers' compensation submissions in furtherance of the Fraud Scheme, including for multiple claimants at issue herein, including Claimants A, D, and E. On information and belief, Villamar Firm's participation was not that of an independent law firm accepting referrals at arm's length, but rather that of an undisclosed shell, alter ego, and/or captive of Subin Firm, through which Subin Firm itself conducted and participated in the affairs of the Enterprise while evading disclosure obligations under Rule 1.5(g)

of the New York Rules of Professional Conduct and concealing its true role and involvement in claimants' related workers' compensation claims from claimants, NY WCB, and Plaintiffs.

1140. Nappa Monterosso agreed to, and did, provide substantial assistance to the Enterprise through the initiation, supervision and management of related workers' compensation proceedings, managing claimants and Medical Provider Defendants, managing Nappa Monterosso attorneys and employees in furtherance of the Fraud Scheme, including multiple claimants at issue herein, including Claimant D. On information and belief, Nappa Monterosso shared office space and personnel with Subin Firm, including but not limited to L. Hernandez, met with clients at Subin Firm's offices, and was controlled by one or more Subin Defendants. Demonstrative of this lack of separateness, L. Hernandez, while she employed by Subin Firm as a paralegal and/or co-head of Subin Firm's 16th Floor workers' compensation and civil litigation departments, routinely performed work for Nappa Monterosso on the very same workers' compensation matters and was held out as an attorney for claimants, despite not being licensed to practice law and not being authorized to represent injured workers before the NY WCB. On information and belief, Nappa Monterosso's participation was not that of an independent law firm accepting referrals at arm's length, but rather that of an undisclosed shell, alter ego, and/or captive of Subin Firm, through which Subin Firm itself conducted and participated in the affairs of the Enterprise while evading disclosure obligations under Rule 1.5(g) of the New York Rules of Professional Conduct and concealing its true role and involvement in claimants' related workers' compensation claims from claimants, NY WCB, and Plaintiffs.

1141. Lupi, including through one or more Lupi Alter Ego Entities and/or XYZ Corporation Nos. 1-25, agreed to, and did, provide substantial assistance to the Enterprise through the recruitment and management of numerous claimants represented by Subin Firm and/or Park

Firm, and by operating the Lupi Alter Ego Entities and/or one or more XYZ Corporation Nos. 1-25 as intermediaries and/or conduits through which illicit, undisclosed referral and/or other payments were made and disguised as payments for legitimate services, including for Claimant B.

1142. J. Hernandez, including through WS Advances and/or one or more XYZ Corporation Nos. 1-25, agreed to, and did, provide substantial assistance to the Enterprise through the recruitment and management of claimants represented by Subin Firm and/or Park Firm, and by operating WS Advances and/or one or more XYZ Corporation Nos. 1-25 as intermediaries and/or conduits through which illicit, undisclosed referral and/or other payments were made and disguised as payments for legitimate services.

1143. Cibbarelli, including through Sahiwal NY and/or one or more XYZ Corporation Nos. 1-25, agreed to, and did, provide substantial assistance to the Enterprise through the recruitment and management of claimants represented by Subin Firm and/or Park Firm, and by operating Sahiwal NY and/or one or more XYZ Corporation Nos. 1-25 as intermediaries and/or conduits through which illicit, undisclosed referral and/or other payments were made and disguised as payments for legitimate services.

1144. Chaudhry, including through Sahiwal NJ, Tri-State and/or one or more XYZ Corporation Nos. 1-25, agreed to, and did, provide substantial assistance to the Enterprise through the recruitment and management of claimants represented by Subin Firm and/or Park Firm, and by operating Sahiwal NJ, Tri-State and/or one or more XYZ Corporation Nos. 1-25 as intermediaries and/or conduits through which illicit, undisclosed referral and/or other payments were made and disguised as payments for legitimate services.

1145. Deleon agreed to, and did, provide substantial assistance to the Enterprise by repeatedly notarizing powers of attorney and other intake documents for claimants, including

exemplar Claimants A through H. On information and belief, Deleon repeatedly notarized such forms outside of claimants' presence and at the direction and supervision of one or more Subin Defendants, in violation of New York Executive Law § 135, as evidenced by two Subin Firm powers of attorney, including for exemplar Claimant G, that were dated before those claimants' purported accidents occurred. DeLeon's repeated performance of this function across nearly every exemplar Claimant and numerous other claimants at issue herein, and his notarization of retainer documents for at least two claimants before their purported accidents had even occurred supports the inference of Deleon's knowledge of, and agreement, to participate in the Fraud Scheme.

1146. Magnus, including through one or more XYZ Corporation Nos. 1-25, agreed to, and did, provide substantial assistance to the Enterprise through the recruitment and management of claimants represented by Subin Firm and/or Park Firm, direct assistance to H. Subin in the creation of the predetermined treatment protocol, including involving All Boro Non-Parties, Kolb Defendants and certain surgeon-Medical Provider Defendants, and by operating one or more XYZ Corporation Nos. 1-25 as intermediaries and/or conduits through which illicit, undisclosed referral and/or other payments were made and disguised as payments for legitimate services.

1147. Funding Defendants agreed to, and did, provide substantial assistance to the Enterprise by: (a) issuing TPLF Loans (co-signed by one or more Subin Defendants) and related cash advances to numerous claimants to secure their cooperation in the Fraud Scheme, including exemplar Claimants A (Nexify and Pegasus), B (Cartiga, EFA and Cherokee), C (Nexify) and G (Pegasus), in many instances as a required condition of representation by Subin Firm; (b) issuing payments directly to Medical Provider Defendants, in advance of and/or to secure the performance of unnecessary and unwarranted procedures and surgeries, subsequently recouped by Funding Defendants from claimants' settlement proceeds together with usurious interest and fees; and (c)

permitting claimants' TPLF Loans to be repeatedly cycled among Funding Defendants, generating additional, undisclosed "origination" and other fees with each transfer.

1148. Kolb Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, through the manufacturing of falsified MRIs and diagnostic tests to falsely support unnecessary and unwarranted surgeries, falsely justify continuing, escalating, and unnecessary treatments, to needlessly prolong litigation, inflate medical billings, and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants B and F.

1149. Metro Point Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A, C, E and G.

1150. Metropolitan Medical Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A, C and G.

1151. Contemporary Diagnostic Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, through the manufacturing of falsified MRIs and diagnostic tests

to falsely support unnecessary and unwarranted surgeries, falsely justify continuing, escalating, and unnecessary treatments, to needlessly prolong litigation, inflate medical billings, and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants D and E.

1152. Advanced Ortho Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A, B and G.

1153. Mountain Surgery agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A, B and G.

1154. NYSI Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A, C, D, and F.

1155. Rand Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, through the manufacturing of falsified MRIs and diagnostic tests to falsely support unnecessary and unwarranted surgeries, falsely justify continuing, escalating, and unnecessary treatments, to needlessly prolong litigation, inflate medical billings, and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A and C.

1156. Gerling Institute Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimant F.

1157. Washington Medical Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimant E.

1158. Wert PC Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate

medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants D, G, H and I.

1159. NYNJ Ortho Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants C and H.

1160. Rovner PLLC Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants A and H.

1161. McCulloch Ortho Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants F and H.

1162. Hasanuzzaman PC Defendants agreed to, and did, provide substantial assistance to the Enterprise both individually and through supervision and management of respective and joint employees, in performing and providing falsified records of unnecessary and unjustified surgeries

and medical records intended to falsely justify such surgeries, so as to prolong litigation, inflate medical billings and falsely inflate case and settlement values in connection with multiple claimants at issue herein, including exemplar Claimants B and H.

1163. Esquire Bank agreed to, and did, provide substantial assistance to the Enterprise by issuing the Esquire Loans to Subin 2.0 Defendants, which collateralized all of Subin 2.0 Defendants' present and future assets, shortly after their formation, in violation of their own underwriting standards and federal and state anti-money laundering obligations, as alleged herein. Esquire Bank's willingness to issue the Esquire Loans, despite Subin 2.0 Defendants not having any apparent assets at the time, along with its long-standing relationship with Cartiga, supports an inference that Esquire Bank knew or consciously avoided learning that the Esquire Loans served no legitimate business purpose other than to facilitate the continuance of the Enterprise's affairs through Subin 2.0 Defendants.

1164. While overt acts are not required to establish a conspiracy under 18 U.S.C. § 1962(c), at least one conspirator committed overt acts in furtherance of the conspiracy, including the predicate acts as alleged in Count I and the individualized predicate acts and conduct alleged as to each Defendant in the paragraphs above.

1165. Each Defendant had knowledge of the general contours of the Fraud Scheme and its objective – defrauding Plaintiffs and those similarly situated. Each Defendant voluntarily agreed to participate in the Fraud Scheme.

1166. As a direct and proximate result of the § 1962(c) violations that Count II Defendants conspired to commit and the § 1962(d) conspiracy, Plaintiffs have been injured in their business or property in an amount to be determined at trial, including but not limited to fraudulent claim

payments, settlements, investigative costs, claims handling fees, attorneys' fees, expert fees, and litigation costs.

1167. Plaintiffs' injuries were the direct consequence of the conspiracy. Absent Count II Defendants' knowledge of and agreement to participate in the Fraud Scheme and the predicate acts committed in furtherance thereof, Plaintiffs would not have suffered the damages described herein.

1168. As a result of the Fraud Scheme and the conspiracy to commit same, GNY has suffered damages to its business and property.

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

a. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to 18 U.S.C. § 1964;

b. Plaintiffs' reasonable attorneys' fees, expenses, costs, and interest;

c. Injunctive relief enjoining Defendants from engaging in the wrongful conduct alleged in this Complaint; and

d. Such other relief as the Court deems just and proper.

COUNT III
RICO Violation (§ 1962[c])
Count III Enterprise

As Against ("Count III Defendants"):
HERBERT SUBIN
ERIC SUBIN
ROBERT EISEN
ARNOLD BAUM
PETER MAY
ERIC SUBIN, PLLC
SUBIN, LLP
CERCHIONE HUROWITZ LAW GROUP LLP

1169. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1170. Count III is pled in the alternative to Count I, pursuant to Fed. R. Civ. P. 8(d)(2) and (3). To the extent the Court determines that the Count I Enterprise, as alleged, is not a cognizable enterprise under 18 U.S.C. § 1961(4), Plaintiffs allege, in the alternative, that Count III Defendants conducted and participated in the conduct of the affairs of the Count III Enterprise, defined below, through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(c).

1171. Subin Firm constitutes an enterprise (the "Count III Enterprise") within the meaning of 18 U.S.C. § 1961(4), engaged in, and whose activities affect, interstate commerce.

1172. H. Subin, E. Subin, Eisen, Baum, and May are each a "person" as that term is defined by 18 U.S.C. § 1961(3), distinct from the Count III Enterprise, by virtue of their separate legal status as individuals apart from Subin Firm.

1173. Subin, LLP, Eric Subin, PLLC, and Cerchione Hurowitz Law Group LLP are each liable for the conduct of H. Subin, E. Subin, Eisen, Baum, and May, and stand in Subin Firm's shoes as the Count III Enterprise, as successors-in-interest to and/or alter egos of Subin Firm, as alleged herein.

1174. From at least 2018 through the present, each Count III Defendant conducted and/or participated in the conduct of the affairs of the Count III Enterprise, and continue to so conduct and participate, by engaging in transactions and conduct constituting a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). The transactions and predicate acts occurred over a substantial period of time through to the present and present a credible risk of continuing into the future.

1175. This conduct included predicate acts of mail and wire fraud under 18 U.S.C. §§ 1341 and 1343, and Hobbs Act violations under 18 U.S.C. § 1951, that directly and proximately caused Plaintiffs' damages, as well as numerous other predicate acts under 18 U.S.C. §§ 1341 and

1343, and 18 U.S.C. § 1951, involving substantially similar related conduct, and likely to continue into the future. These acts included but are not limited to the acts as set forth at length in Count I.

1176. On information and belief, there exists a presently unknown number of additional predicate acts in the same pattern and practice which are within the exclusive knowledge of Count III Defendants which Plaintiffs cannot readily ascertain without discovery.

1177. The predicate acts of mail fraud and wire fraud which have proximately and directly caused Plaintiffs' damages and have been pled with particularity, detailing who sent the mail and wires, how, when, and to whom, and in what manner they were fraudulent. As such mailings were in furtherance of a larger scheme or artifice to defraud, it has been plausibly pled that each Count III Defendant knew, intended, and/or could reasonably foresee the use of such mail and wires, the same being a necessary step in furtherance of the larger scheme or artifice to defraud.

1178. The Hobbs Act violations pled are not subject to heightened pleading requirements, and sufficient allegations have been set forth as to affecting commerce through obtaining of, attempting to obtain, and/or conspiring to obtain property from Plaintiffs through Plaintiffs' consent, as induced or attempted to induce by wrongful use of actual force and violence (upon claimants), as well as fear of economic harm (upon Plaintiffs), as set forth at length in Count I. Count III Defendants agreed, conspired to, and in fact did, attempt to impose such fear of economic harm upon Plaintiffs so as to induce consent for Plaintiffs' property to be obtained.

1179. These acts occurred as part of a pattern extending from at least 2018 through to the present, with a real threat of continued racketeering activity. Additional predicate acts exist and will be identified in discovery, including transmissions and filings for the numerous claimants yet to be identified who have been drawn into the Fraud Scheme.

1180. As a result of the pattern of racketeering activity of the Count III Enterprise, GNY has directly and proximately suffered damages to its business and property.

1181. As the ultimate goal of the Fraud Scheme is to defraud GNY and others, GNY is a direct victim of the Count III Enterprise and its related pattern of racketeering activity.

WHEREFORE, Plaintiffs demand judgment against Count III Defendants for:

a. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to 18 U.S.C. § 1964;

b. Plaintiffs' reasonable attorneys' fees, expenses, costs, and interest;

c. Injunctive relief enjoining Defendants from engaging in the wrongful conduct alleged in this Complaint; and

d. Such other relief as the Court deems just and proper.

COUNT IV
New Jersey Insurance Fraud Prevention Act (N.J.S.A. § 17:33A-1, *et seq.*)

As Against ("Count IV Defendants"):
SUBIN ASSOCIATES, LLP
SUBIN, LLP
CERCHIONE HUROWITZ LAW GROUP
ERIC D. SUBIN
ARNOLD BAUM
VILLAMAR & MEWAFY, PLLC
JORGE LUPI a/k/a JORGE A. GONZALEZ-LUPI
AMEDICOLEGAL FUNDING LLC
CARTIGA CONSUMER FUNDING, LLC f/k/a PLAINTIFFS FUNDING HOLDING, LLC d/b/a LAWCASH
PEGASUS FUND, LLC d/b/a PEGASUS FUND 2022, LLC
NEXIFY CAPITAL LLC
EXPRESS FUNDING OF AMERICA, LLC
CHEROKEE FUNDING II, LLC
KOLB RADIOLOGY P.C.
METRO POINT MEDICAL P.C.
SMB MEDICAL SERVICES, P.C.
STEPHANIE BAYNER, M.D.
METROPOLITAN MEDICAL AND SURGICAL PC
MARK GLADSTEIN, M.D.
ADVANCED ORTHOPEDICS AND NEUROSURGERY, LLC
SCOTT STEVEN KATZMAN, M.D.
ALEXANDRE B. DE MOURA, M.D., P.C. D/B/A NEW YORK SPINE INSTITUTE
ANGEL EDUARDO MACAGNO, M.D.

ALEXANDRE B. DE MOURA, M.D.
RAND MEDICAL P.C. D/B/A RAND DIAGNOSTIC IMAGING
MADHU BOPPANA, M.D.
MICHAEL GERLING, M.D.
WASHINGTON MEDICAL, P.C.
SAWEY HARHASH, M.D.

1182. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1183. The New Jersey Insurance Fraud Prevention Act ("NJ IFPA") allows insurance companies to bring an action relating to fraudulent claims in any court of competent jurisdiction pursuant to N.J. Stat. § 17:33A-7(a).

1184. Plaintiffs Greater New York Mutual Insurance Company, Insurance Company of Greater New York, Strathmore Insurance Company, Greater Mid-Atlantic Indemnity Company, GNY Custom Insurance Company and Greater Midwestern Indemnity Company are each insurance companies engaged in the business of insurance in the State of New Jersey and are therefore "insurance companies" within the meaning of N.J. Stat. § 17:33A-3.3.

1185. The NJ IFPA is violated when a person or practitioner, inter alia:

g. § 1733A-4(a)(1): Presents or causes to be presented any written or oral statement as part of, or in support of… a claim for payment or other benefit pursuant to an insurance policy… knowing that the statement contains any false or misleading information concerning any fact or thing material to the claim (herein, "Presentation Violation");

h. § 1733A-4(a)(2): Prepares or makes any written or oral statement that is intended to be presented to any insurance company… or in support of… any claim for payment or other benefit pursuant to an insurance policy…, knowing that the statement contains any false or misleading information concerning any fact or thing material to the claim (herein, "Creation Violation");

i. § 1733A-4(b): A person or practitioner violates this act if he knowingly assists, conspires with, or urges any person or

practitioner to violate any of the provisions of this act (herein, "Conspiracy Violation"); or,

j. § 1733A-4(c): A person or practitioner violates this act if, due to the assistance, conspiracy or urging of any person or practitioner, he knowingly benefits, directly or indirectly, from the proceeds derived from a violation of this act (herein, "Derived Benefit Violation").

1186. Plaintiffs have mailed a copy of this Complaint to the New Jersey Commissioner of Banking and Insurance contemporaneously with the filing of this Complaint, and shall report to the commissioner, on a form prescribed by the commissioner, the amount ultimately recovered and such other information as is required by the commissioner.

a. Claimant A

1187. In travelling (and causing Claimant A to travel) to New Jersey on October 9, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Defendant Rovner violated the NJ IFPA, § 17:33A-4(a)(2).

1188. In creating additional facility records dated October 30, 2023 related to the above surgery, which Defendant Rovner knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Defendant Rovner committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1189. In travelling (and causing Claimant A to travel) from New York to New Jersey on March 26, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance

company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Katzman violated the NJ IFPA, § 17:33A-4(a)(2).

1190. In creating facility records dated March 6, 2023 requesting approval for the above-referenced surgery, which Advanced Ortho Defendants knew to contain materially false and/or misleading information and which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Advanced Ortho Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2), through the submission of such documents to the NY WCB.

1191. In creating additional facility records dates April 4, 2023 related to the above surgery, which Advanced Ortho Defendants knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Advanced Ortho Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1192. In creating additional facility records dated May 31, 2023 related to the above surgery, which Advanced Ortho Defendants knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Advanced Ortho Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1193. In presenting or causing to be presented such records described above, knowing that the records contains materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on or about June 2, 2025, Advanced Ortho Defendants further committed a separate and distinct violation of the NJ IFPA §

17:33A-4(a)(1), through submission of such documents to Plaintiffs' defense counsel in the underlying lawsuit via its medical records agent, MCS.

1194. As a result of the above violations described in, GNY has been damaged, including but not limited to incurring reasonable investigation expenses, costs of suit and attorneys' fees which GNY would not have incurred but for Advanced Ortho Defendants' violations, and GNY may recover such damages pursuant to § 17:33A-7(a).

1195. As the conduct described above constituted a "pattern" as defined in § 17:33A-3, GNY is entitled to statutory trebling of damages pursuant to § 17:33A-7(b).

1196. It is further alleged that each of Subin Firm, Villamar Firm, Metro Point Defendants, Rand Defendants, and NYSI Defendants further violated the NJ IFPA by knowingly assisting in, and conspiring to, commit the violations described in this Count through express agreement, logistical assistance as to the surgery itself including transportation, mutual referral agreements, and providing the false facial justification for such surgery, and in pursuit of the underlying claim falsely supported by the subject surgery, all in violation of § 17:33A-4(b).

1197. It is further alleged that each of Subin Firm, Villamar Firm, Lupi, Metro Point Defendants, Rand Defendants, and NYSI Defendants further violated the NJ IFPA, in knowingly benefitting, directly or indirectly from the proceeds derived from the above violations, due to such assistance and conspiracy, all in violation of § 17:33A-4(c).

1198. As a result, Count IV Defendants are jointly and severally liable to Plaintiffs for their damages herein.

b. Claimant B

1199. In travelling (and causing Claimant B to travel) from New York to New Jersey on August 8, 2022, availing themselves of New Jersey's laws, performing surgery, and creating

records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Katzman violated the NJ IFPA, § 17:33A-4(a)(2).

1200. In creating additional facility records dated August 30, 2022 related to the above surgery, which Advanced Ortho Defendants knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Advanced Ortho Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1201. In creating additional facility records dated September 13, 2022 related to the above surgery, which Advanced Ortho Defendants knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Advanced Ortho Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1202. In presenting (Advanced Ortho) and causing to be presented (Katzman) such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on October 17, 2024, Advanced Ortho Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the emailing of such records from Advanced Ortho Defendants to Plaintiffs' medical records agent in the underlying lawsuit, MCS, in support of the underlying claim for payment.

1203. In travelling (and causing Claimant B to travel) from New York to New Jersey on October 23, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance

company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Katzman violated the NJ IFPA, § 17:33A-4(a)(2).

1204. In creating additional facility records dated November 11, 2023 related to the above surgery, which Advanced Ortho Defendants knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, Advanced Ortho Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1205. In presenting (Advanced Ortho) and causing to be presented (Katzman) such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on October 17, 2024, Advanced Ortho Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the emailing of such records from Advanced Ortho Defendants to Plaintiffs' medical records agent in the underlying lawsuit, MCS, in support of the underlying claim for payment.

1206. As a result of the above violations described in, GNY has been damaged, including but not limited to incurring reasonable investigation expenses, costs of suit and attorneys' fees which GNY would not have incurred but for Advanced Ortho Defendants' violations, and GNY may recover such damages pursuant to § 17:33A-7(a).

1207. In travelling (and causing Claimant B to travel) from New York to New Jersey on May 20, 2024, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Katzman violated the NJ IFPA, § 17:33A-4(a)(2).

1208. In presenting (Advanced Ortho) and causing to be presented (Katzman) such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on October 17, 2024, Advanced Ortho Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the emailing of such records from Advanced Ortho Defendants to Plaintiffs' medical records agent in the underlying lawsuit, MCS, in support of the underlying claim for payment.

1209. As a result of the above violations described in, GNY has been damaged, including but not limited to incurring reasonable investigation expenses, costs of suit and attorneys' fees which GNY would not have incurred but for Advanced Ortho Defendants' violations, and GNY may recover such damages pursuant to § 17:33A-7(a).

1210. As the conduct described above constituted a "pattern" as defined in § 17:33A-3, GNY is entitled to statutory trebling of damages pursuant to § 17:33A-7(b).

1211. It is further alleged that each of Subin Firm, Baum, Villamar Firm, Cartiga, Amedico Funding, EFA, Cherokee, and Kolb Defendants further violated the NJ IFPA by knowingly assisting in, and conspiring to, commit the violations described in this Count through express agreement, logistical assistance as to the surgery itself including transportation, mutual referral agreements, and providing the false facial justification for such surgery, and in pursuit of the underlying claim falsely supported by the subject surgery, all in violation of § 17:33A-4(b).

1212. It is further alleged that each of Subin Firm, Villamar Firm, Lupi, Cartiga, Amedico Funding, EFA, Cherokee, and Kolb Defendants further violated the NJ IFPA in knowingly benefitting, directly or indirectly from the proceeds derived from the above violations, due to such assistance and conspiracy, all in violation of § 17:33A-4(c).

1213. As a result, Count IV Defendants are jointly and severally liable to Plaintiffs for their damages herein.

c. Claimant D

1214. In travelling (and causing Claimant D to travel) from New York to New Jersey on February 2, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Macagno violated the NJ IFPA, § 17:33A-4(a)(2).

1215. In creating additional facility records dated February 2, 2023 related to the above surgery, which NYSI Defendants knew to contain materially false and/or misleading information which were intended to be presented to an insurance company in connection with, or in support of a claim for payment or other benefit pursuant to an insurance policy, NYSI Defendants committed a separate and distinct violation of the NJ IFPA. § 17:33A-4(a)(2).

1216. In presenting (NYSI) and causing to be presented (Macagno) such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on July 13, 2023, NYSI Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the submission of such records from NYSI to NYSIF in support of the underlying claim for payment.

1217. As a result of the above violations described in, GNY has been damaged, including but not limited to incurring reasonable investigation expenses, costs of suit and attorneys' fees which GNY would not have incurred but for NYSI Defendants' violations, and GNY may recover such damages pursuant to § 17:33A-7(a).

1218. As the conduct described above constituted a "pattern" as defined in § 17:33A-3, GNY is entitled to statutory trebling of damages pursuant to § 17:33A-7(b).

1219. It is further alleged that each of Subin Firm violated the NJ IFPA by knowingly assisting in, and conspiring to, commit the violations described in this Count through express agreement, logistical assistance as to the surgery itself including transportation, mutual referral agreements, and providing the false facial justification for such surgery, and in pursuit of the underlying claim falsely supported by the subject surgery, all in violation of § 17:33A-4(b).

1220. As a result, Count IV Defendants are jointly and severally liable to Plaintiffs for their damages herein.

d. Claimant F

1221. In travelling (and causing Claimant F to travel) to New Jersey on April 20, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Gerling violated the NJ IFPA, § 17:33A-4(a)(2).

1222. In presenting (Gerling Institute) and causing to be presented (Gerling) such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on August 15, 2024, Gerling Institute Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the emailing of such records from Advanced Ortho Defendants to Plaintiffs' medical records agent in the underlying lawsuit, MCS, in support of the underlying claim for payment.

1223. As a result of the above violations described in, GNY has been damaged, including but not limited to incurring reasonable investigation expenses, costs of suit and attorneys' fees which GNY would not have incurred but for Gerling Institute Defendants' violations, and GNY may recover such damages pursuant to § 17:33A-7(a).

1224. As the conduct described above constituted a "pattern" as defined in § 17:33A-3, GNY is entitled to statutory trebling of damages pursuant to § 17:33A-7(b).

1225. It is further alleged that each of Subin Firm, Kolb Defendants, and NYSI Defendants further violated the NJ IFPA by knowingly assisting in, and conspiring to, commit the violations described in this Count through express agreement, logistical assistance as to the surgery itself including transportation, mutual referral agreements, and providing the false facial justification for such surgery, and in pursuit of the underlying claim falsely supported by the subject surgery, all in violation of § 17:33A-4(b).

1226. It is further alleged that each of Subin Firm, Kolb Defendants, and NYSI Defendants further violated the NJ IFPA, in knowingly benefitting, directly or indirectly from the proceeds derived from the above violations, due to such assistance and conspiracy, all in violation of § 17:33A-4(c).

1227. As a result, Count IV Defendants are jointly and severally liable to Plaintiffs for their damages herein.

e. Claimant G

1228. In travelling (and causing Claimant G to travel) from New York to New Jersey on March 29, 2023, availing themselves of New Jersey's laws, performing surgery, and creating records known to be false, which were knowingly intended to be presented to an insurance

company in connection with, or in support of, a claim for payment or other benefit pursuant to an insurance policy, Katzman violated the NJ IFPA, § 17:33A-4(a)(2).

1229. In presenting (Advanced Ortho) and causing to be presented (Katzman) such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on September 19, 2024, Advanced Ortho Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the emailing of such records from Advanced Ortho Defendants to Plaintiffs' medical records agent in the underlying lawsuit, MCS, in support of the underlying claim for payment.

1230. In causing to be presented such records described above, knowing that the records contains materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on June 27, 2024, Defendants Mountain Surgery and Katzman further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the mailing of such records from Advanced Ortho to Plaintiffs' medical records agent in support of the underlying claim for payment.

1231. In causing to be presented such records described above, knowing that the records contains materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on August 7, 2024, Advanced Ortho Defendants further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the mailing of such records from Advanced Ortho to Plaintiffs' medical records agent in support of the underlying claim for payment.

1232. In causing to be presented such records described above, knowing that the records contains materially false and/or misleading information, as part of, or in support of, a claim for

payment or other benefit pursuant to an insurance policy, on August 21, 2024, Defendants Advanced Ortho and Katzman further committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the mailing of such records from Advanced Ortho to Plaintiffs' medical records agent in support of the underlying claim for payment.

1233. In causing to be presented such records described above, knowing that the records contained materially false and/or misleading information, as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, on May 10, 2023, Defendant E. Subin committed a separate and distinct violation of the NJ IFPA § 17:33A-4(a)(1), through the mailing of such records from Advanced Ortho and Mountain Surgery to Plaintiffs' defense counsel in the underlying lawsuit in support of the underlying claim for payment.

1234. As a result of the above violations described in, GNY has been damaged, including but not limited to incurring reasonable investigation expenses, costs of suit and attorneys' fees which GNY would not have incurred but for Advanced Ortho Defendants and Mountain Surgery's violations, and GNY may recover such damages pursuant to § 17:33A-7(a).

1235. It is further alleged that each of Subin Firm, Pegasus, Advanced Ortho Defendants, and Mountain Surgery further violated the NJ IFPA by knowingly assisting in, and conspiring to, commit the violations described in this Count through express agreement, logistical assistance as to the surgery itself including transportation, mutual referral agreements, and providing the false facial justification for such surgery, and in pursuit of the underlying claim falsely supported by the subject surgery, all in violation of § 17:33A-4(b).

1236. It is further alleged that each of Subin Firm, Lupi, Pegasus, Advanced Ortho Defendants, and Mountain Surgery further violated the NJ IFPA, in knowingly benefitting, directly

or indirectly from the proceeds derived from the above violations, due to such assistance and conspiracy, all in violation of § 17:33A-4(c).

1237. As a result, Count IV Defendants are jointly and severally liable to Plaintiffs for their damages herein.

1238. Subin, LLP and Cerchione Hurowitz Law Group LLP are ultimately responsible for Subin Firm's liability under this Count because they are alter egos of and/or successors-in-interest to Subin Firm and, therefore, are liable for Subin Firm's violations of the NJ IFPA alleged herein.

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

a. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to §§ 17:33A-7(a) and (b), as against Advanced Ortho Defendants, Subin Firm, Villamar Firm, Metro Point Defendants, Rand Defendants, NYSI Defendants, and Subin, LLP and Cerchione Hurowitz Law Group LLP, as Subin Firm's alter egos and/or successors, for the acts and violations set forth involving the matter of Claimant A;

b. An award of Plaintiffs' actual and consequential damages to be established at trial pursuant to § 17:33A-7(a) as against Advanced Ortho Defendants, Subin Firm, Kolb Defendants, and Subin, LLP and Cerchione Hurowitz Law Group LLP, as Subin Firm's alter egos and/or successors, for the acts and violations set forth involving the matter of Claimant B;

c. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to §§ 17:33A-7(a) and (b), as against Macagno, NYSI, Subin Firm, and Subin, LLP and Cerchione Hurowitz Law Group LLP, as Subin Firm's alter egos and/or successors, for the acts and violations set forth involving the matter of Claimant D;

d. An award of Plaintiffs' actual and consequential damages to be established at trial, and trebling of such damages pursuant to §§ 17:33A-7(a) and (b), as against Gerling Institute Defendants, Subin Firm, Kolb Defendants, NYSI Defendants, and Subin, LLP and Cerchione Hurowitz Law Group LLP, as Subin Firm's alter egos and/or successors, for the acts and violations set forth involving the matter of Claimant F;

e. An award of Plaintiffs' actual and consequential damages to be established at trial pursuant to § 17:33A-7(a) as against Advanced Ortho Defendants, Subin Firm, and Subin, LLP and Cerchione Hurowitz Law Group LLP, as Subin Firm's alter egos and/or successors, for the acts and violations set forth involving the matter of Claimant G;

f. Plaintiffs' reasonable attorneys' fees, investigative fees, expenses, costs, and interest; and

g. Such other relief as the Court deems just and proper.

COUNT V
General Business Law § 349

As Against ("Count V Defendants"):
LEGAL SERVICE DEFENDANTS
FUNDING DEFENDANTS
MEDICAL PROVIDER DEFENDANTS

1239. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1240. New York State General Business Law ("GBL") § 349 provides that (a) "Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful," and (h) "any person who has been injured by reason of any violation of this section may bring an action… to recover his actual damages... [and t]he Court may award reasonable attorney's fees to a prevailing plaintiff."

1241. It is well-established that virtually all commercial activity which involves goods or services rendered to public consumers, including rendering legal and medical services, and providing loans and/or advances, are subject to the provisions of GBL § 349. It is equally well-established that a deceptive practice need not reach the level of common-law fraud to be actionable under § 349, and intent to defraud and justifiable reliance are not elements of a statutory claim.

1242. As set throughout this Complaint, *supra*, each of the Count V Defendants have engaged in deceptive acts and practices in the conduct of their businesses; particularly, in the furtherance of the Fraud Scheme.

1243. GBL § 349 provides that any party which has been injured by such deceptive acts and practices may recover their actual damages thereto, and the Court may award reasonable attorney's fees to a prevailing plaintiff.

1244. The conduct alleged herein was consumer-oriented within the meaning of GBL § 349 in that it was directed not merely at Plaintiffs, but at the broader insurance marketplace and insurance-buying public, whose premiums are directly increased by the costs of fraudulent claims of the type alleged herein, and whose interests in an honest and functioning claims system are implicated by Defendants' scheme.

1245. The alleged conduct of Defendants as set forth above and herein has dramatic and widespread effects on consumers extending far beyond the direct damages caused by the instant deceptive acts and practices in furtherance of the Fraud Scheme. The Fraud Scheme itself has a broader impact on consumers at large.

1246. The Fraud Scheme, and its various permutations amongst similar schemes and overlapping actors, have an impact locally – clogged Court dockets, needless investigative, legal, and other claims and defense-related spending, and fraudulently obtained settlements and awards – and nationally, wrongfully driving up the cost of legitimate insurance business operations, resulting in needlessly escalating premiums to the ultimate consumers of liability insurance and the cost of healthcare (i.e., everyone).

1247. This phenomenon and its effects have begun to attract media attention. Legal Newsline, September 10, 2025: 'Pincushion': When immigrants sliced, U.S. lawyers and doctors

cash in (specifically discussing the Puac matter referenced *supra*, at ¶ 255, involving amongst others, Defendants Subin Firm and Kolb); ABC News, October 4, 2024: 7 On Your Side investigation finds dozens of injury lawsuits from people living in same apartment buildings ("We have a system that allows for fraudulent claims, leads to million dollars settlements and it raises the cost of insurance premiums across the board," Brian Sampson, president of the Empire State Chapter of the Associated Builders & Contractors, said. "We need to find a way to get it to stop."); ABC News, March 17, 2024: Construction workers in NY faking falls on sites part of larger fraud scheme, lawsuit claims ("These fraudulent acts have emerged as widespread insurance scams which lead to inflated costs in construction and housing throughout New York State,' said Assemblyman David Weprin.").

1248. The deceptive trade practices of the Count V Defendants – the Fraud Scheme – occurred and is continuing to occur in the State of New York, Count V Defendants maintain a business presence in New York, and the effects are felt by consumers at large in New York.

1249. Subin 2.0 Defendants are ultimately responsible for Subin Firm's liability to Plaintiffs under this Count because they are alter egos of and/or successors-in-interest to Subin Firm and, therefore, are liable for Subin Firm's deceptive acts and practices alleged herein.

1250. Cerchione LLP Owner Defendants are also personally liable, by virtue of their ownership and control of Cerchione LLP. E. Subin is also personally liable, by virtue of his ownership and control of Subin, LLP and Eric Subin, PLLC.

1251. To the extent Nappa Monterosso, Villamar Firm and Park Firm functioned as undisclosed shells, alter egos, and/or captives of Subin Firm, as alleged herein, Subin Firm is liable for the deceptive acts and practices of Nappa Monterosso, Villamar Firm and Park Firm alleged herein, and Nappa Monterosso, Villamar Defendants and Park Defendants are, in turn, liable for

their own conduct and for Subin Firm's deceptive acts and practices carried out through them and/or by virtue of their ownership and control of Park Firm and Villamar Firm.

1252. Under these circumstances, GNY has standing to pursue claims for violations of GBL § 349. Count V Defendants are liable to Plaintiffs for compensatory damages and the attorneys' fees incurred in bringing and prosecuting this Action.

WHEREFORE, Plaintiffs demand judgment against Count V Defendants for:

a. An award of Plaintiffs' actual damages to be established at trial;

b. Plaintiffs' attorneys' fees incurred in the preparation and prosecution of this Action; and

c. Such other relief as the Court deems just and proper.

COUNT VI
Judiciary Law § 487

As Against ("Count VI Defendants"):
SUBIN ASSOCIATES LLP
SUBIN, LLP
CERCHIONE HUROWITZ LAW GROUP LLP
HERBERT S. SUBIN
ERIC D. SUBIN
ROBERT EISEN
ARNOLD BAUM
PETER MAY
GREGORY T. CERCHIONE
CHARLES J. HUROWITZ

1253. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1254. New York State Judiciary Law § 487 provides that: "An attorney or counselor who: 1. Is guilty of any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or any party; or, 2. Willfully delays his client's suit with a view to his own gain … and in addition to the punishment prescribed therefor by the penal law, he forfeits to the party injured treble damages, to be recovered in a civil action.

1255. H. Subin is a licensed attorney, and thereby an officer of the Court.

1256. E. Subin is a licensed attorney, and thereby an officer of the Court.

1257. Eisen is a licensed attorney, and thereby an officer of the Court.

1258. Baum is a licensed attorney, and thereby an officer of the Court.

1259. May is a licensed attorney, and thereby an officer of the Court.

1260. G. Cerchione is a licensed attorney, and thereby an officer of the Court.

1261. Hurowitz is a licensed attorney, and thereby an officer of the Court.

1262. Subin Firm is liable, under principles of partnership, agency, and vicarious liability, for the deceit of H. Subin, E. Subin, Eisen, Baum, and May, and of any other attorney employed by, affiliated with, or practicing law through Subin Firm, in any capacity, as alleged herein.

1263. Subin, LLP and Cerchione LLP are ultimately responsible for Subin Firm's liability under this Count because they are alter egos of and/or successors-in-interest to Subin Firm and, therefore, are liable for Subin Firm's violations of Judiciary Law § 487 alleged herein.

1264. Cerchione LLP Owner Defendants are also personally liable, by virtue of their ownership and control of Cerchione LLP. E. Subin is also personally liable, by virtue of his ownership and control of Subin, LLP and Eric Subin, PLLC.

1265. Recovery under Jud. Law § 487 is not contingent upon the attempted deceit being successful.

1266. Litigation costs, including attorney's fees, and disbursements, incurred as a result of such conduct are recoverable under Jud. Law § 487 and subject to trebling.

1267. When a party commences or continues an action grounded in a material misrepresentation of fact, the opposing party is obligated to defend or default and necessarily incurs legal expenses. Because the lawsuit could not have gone forward in the absence of the

material misrepresentations, that party's legal expenses in defending the lawsuit may be treated as the proximate result of the misrepresentation.

1268. Subin Defendants' alleged misrepresentations, as alleged herein and summarized under Counts I and III, were made in the course of litigation in Courts within the State of New York Unified Court System.

1269. While the underlying matters discussed herein were pending before the Courts, Subin Defendants engaged in pervasive deceit and colluded with Runner/Support Defendants, other Legal Service Defendants, Medical Provider Defendants, and others, with the intent to deceive the Courts, the named adversarial parties, and Plaintiffs.

1270. This is not merely business as usual. Subin Defendants, as officers of the Court, in knowingly and intentionally attempting to deceive the Courts and Plaintiffs, premised the damages in the underlying matters discussed herein on knowingly false testimony, and have argued directly to the Courts that they should rely on such evidence, and, continued the underlying matters, despite actual knowledge of those falsities, to Plaintiffs' detriment.

1271. Subin Defendants further willfully delayed these lawsuits for their own gain by intentionally prolonging litigation to, among other things, render unwarranted medical services, accrue interest on litigation loans provided to claimants by Funding Defendants, and buttress Funding Defendants' inventory-based credit lines.

1272. GNY was harmed directly as a result of the precise conduct held actionable by the New York Court of Appeals, and suffered damages in the precise manner deemed compensable by the New York Court of Appeals and is the party injured and, thus, is entitled to recover treble damages thereby.

WHEREFORE, Plaintiffs demand judgment against Subin Defendants for:

a. An award of damages, including reasonable attorneys' fees, costs, and disbursements and all other losses incurred, as actual damages to be established at trial;

b. An award of treble damages as to Plaintiffs' actual damages to be established at trial; and

c. Such other relief as the Court deems just and proper.

COUNT VII
Common Law Fraud

As Against ("Count VII Defendants"):
LEGAL SERVICE DEFENDANTS
MEDICAL PROVIDER DEFENDANTS

1273. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1274. As set forth in Count I, which are incorporated by reference as if fully set forth herein, the Count VII Defendants made misrepresentations of facts, and deliberately concealed and omitted materials facts that they had a duty to disclose, in connection with their lawsuits and/or claims for payment under New York law.

1275. These misrepresentations of fact by the Count VII Defendants included, but were not limited to, the material misrepresentations of fact made in asserting the legitimacy of accidents, the existence of injuries, and the necessity of treatment. A list of such misrepresentations, who they were made by, and when, are detailed in the tables under Count I.

1276. The Count VII Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading. Count VII Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading. The falsity of each such representation is set forth under Count I and the corresponding Claimant sections of this Complaint, *supra*.

1277. The Count VII Defendants made these misrepresentations with the intent they reach Plaintiffs and be relied upon thereto, and in furtherance of the Fraud Scheme to defraud Plaintiffs by submitting claims for payment of wo and general liability insurance proceeds, knowingly falsified treatment records, inflated workers' compensation liens, and other submissions presented to Plaintiffs through the course of the Fraud Scheme. Legal Service Defendants presented such misrepresentations in some instances directly to Plaintiffs or *via* conduits (e.g., New York State Courts, NY WCB, Plaintiffs' defense counsel, its insureds and/or other parties to the underlying personal injury lawsuits and related workers' compensation claims) with Plaintiffs as the intended recipient. Medical Provider Defendants presented such misrepresentations in some instances directly to Plaintiffs or *via* conduits (e.g., New York State Courts, NY WCB, Legal Service Defendants, Plaintiffs' defense counsel, its insureds and/or other parties to the underlying personal injury lawsuits and/or related workers' compensation claims), with Plaintiffs as the intended recipient.

1278. The Count VII Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Plaintiffs to make payments for claims that were not legitimate. The knowledge of such falsity can be reasonably inferred from the constellation of facts set forth in each Claimant section, *supra*.

1279. Plaintiffs reasonably and justifiably relied, to its detriment, on the Count VII Defendants' representations concerning their eligibility to receive payments of Workers' Comp and general liability insurance proceeds, the validity of such claims and treatment, and without knowledge of the Count VII Defendants' scheme and artifice to defraud them; and, even in the absence of such belief, Plaintiffs' hands were tied under New York law and the duty to defend to

provide a defense to its insured. Count VII Defendants' conduct thus induced action by Plaintiffs as required by law, regardless of belief or knowledge of veracity.

1280. The Count VII Defendants knew, or should have known, that Plaintiffs would rely on such representations, and planned to exploit such reliance.

1281. But for the Count VII Defendants' misrepresentations, omissions, concealment of material facts, and fraudulent course of conduct, Plaintiffs would not have incurred damages.

1282. Subin 2.0 Defendants are also ultimately responsible for Subin Firm's liability to Plaintiffs under this Count because they are alter egos of and/or successors-in-interest to Subin Firm and, therefore, are liable for Subin Firm's deceptive acts and practices alleged herein.

1283. Cerchione LLP Owner Defendants are also personally liable, by virtue of their ownership and control of Cerchione LLP. E. Subin is also personally liable, by virtue of his ownership and control of Subin, LLP and Eric Subin, PLLC.

1284. To the extent Nappa Monterosso, Villamar Firm and Park Firm functioned as undisclosed shells, alter egos, and/or captives of Subin Firm, as alleged herein, Subin Firm is liable for the deceptive acts and practices of Nappa Monterosso, Villamar Firm and Park Firm alleged herein, and Nappa Monterosso, Villamar Defendants and Park Defendants are, in turn, liable for their own conduct and for Subin Firm's deceptive acts and practices carried out through them and/or by virtue of their ownership and control of Park Firm and Villamar Firm.

1285. As a matter of New York law, which requires Plaintiffs to fulfill its duty to defend to its insured immediately upon the filing of a claim or lawsuit, regardless of merit, and even in the face of suspected fraud, such reliance was thrust upon GNY. GNY was forced to take action and incur expenses it otherwise would not have taken or incurred, so influenced as a direct result of the false representations.

1286. Each subsequent falsified record produced in the course of the Fraud Scheme, upon disclosure and transmission to Plaintiffs, forced Plaintiffs to, at minimum, rely on such submissions in discharging its legal obligation to provide a defense to its insured, as well as necessarily resulted in prolonged litigation, required additional reserves, and in valuing the claim as to exposure and/or settlement within the parameters of discharging its legal duty to defend.

1287. As to settlements made as a result of the Fraud Scheme, Plaintiffs at all times comported with reasonable due diligence requirements through the retention of reputable defense firms, investigators, and experts. However, the Fraud Scheme was designed and implemented in order to circumvent these safeguards. Further, the protections under HIPAA and attorney-client privilege, along with New York's insulation of litigation financing disclosures, rendered the scheme unable to be detected through the use of ordinary due diligence. Any payments made were after Plaintiffs had engaged in reasonable due diligence and were made in reasonably justified reliance.

1288. Plaintiffs at no time knew or had reason to know in the exercise of due diligence or reasonable care that the Count VII Defendants were engaged in misrepresentations, omissions, and rampant fraudulent conduct; this is particularly true where Count VI Defendants are considered officers of the Court and the Medical Provider Defendants have taken oaths to do no harm.

1289. As a direct and proximate cause of the Count VII Defendants' misrepresentations, omissions, concealment of material facts, and fraudulent course of conduct by the Count VII Defendants, GNY has been damaged. Plaintiffs' damages include, but are not necessarily limited to, settlement payments, administration costs, investigative and defense costs paid by Plaintiffs to the Count VII Defendants or caused by the Count VI Defendants.

1290. Because the Count VII Defendants' conduct was knowing, intentional, willful, wanton, and reckless, GNY is entitled to an award of punitive damages.

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

a. An award of Plaintiffs' actual and consequential damages to be established at trial;

b. Plaintiffs' costs, including, but not limited to, investigative costs incurred in the detection of the Count VII Defendants' illegal conduct;

c. Punitive damages to be established at trial; and

d. Such other relief as the Court deems just and proper.

COUNT VIII
Aiding and Abetting Fraud

As Against:
ALL DEFENDANTS

1291. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1292. Each Defendant had actual knowledge of the common law fraud alleged in Count VII, as evidenced by that Defendant's status within the Enterprise, knowledge of the wrongdoing, and the specific acts they undertook, including as alleged in the predicate act allegations set forth in Count I and the individualized paragraphs set forth in Count II, *supra*.

1293. Each Defendant provided substantial assistance to advance the commission of the common law fraud alleged in Count VII, through specific conduct attributed to that Defendant, including as alleged in the predicate act allegations set forth in Count I and individualized paragraphs in Count II, *supra*.

1294. But for the substantial assistance of each Defendant, including as alleged in Counts I and II, the fraud alleged in Count VII would not have been possible.

1295. Subin 2.0 Defendants are also liable as Subin Firm's alter egos and/or successors-in-interest.

1296. Cerchione LLP Owner Defendants are also personally liable, by virtue of their ownership and control of Cerchione LLP. E. Subin is also personally liable, by virtue of his ownership and control of Subin, LLP and Eric Subin, PLLC.

1297. To the extent Nappa Monterosso, Villamar Firm and Park Firm functioned as undisclosed shells, alter egos, and/or captives of Subin Firm, as alleged herein, Subin Firm is liable for the deceptive acts and practices of Nappa Monterosso, Villamar Firm and Park Firm alleged herein, and Nappa Monterosso, Villamar Defendants and Park Defendants are, in turn, liable for their own conduct and for Subin Firm's deceptive acts and practices carried out through them and/or by virtue of their ownership and control of Park Firm and Villamar Firm.

1298. As a direct and proximate cause of Defendants' aiding and abetting of the Fraud Scheme, GNY has been damaged.

1299. Because Defendants' conduct was knowing, intentional, willful, wanton, and reckless, GNY is entitled to an award of punitive damages.

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

a. An award of Plaintiffs' actual and consequential damages to be established at trial;

b. Plaintiffs' costs, including, but not limited to, investigative costs incurred in the detection of Defendants' illegal conduct;

c. Punitive damages to be established at trial; and

d. Such other relief as the Court deems just and proper.

COUNT IX
Unjust Enrichment

As Against:
ALL DEFENDANTS

1300. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1301. As described above, the Defendants conspired to induce Plaintiffs to pay inflated settlements and/or judgments to Subin Firm and others, the proceeds of which were distributed to other Defendants.

1302. Defendants were never eligible to make claims or seek payment under New York law because, at all relevant times, the accidents, injuries and treatment were fraudulent.

Subin 2.0 Defendants are also liable as Subin Firm's alter egos and/or successors-in-interest.

1303. Cerchione LLP Owner Defendants are also personally liable, by virtue of their ownership and control of Cerchione LLP. E. Subin is also personally liable, by virtue of his ownership and control of Subin, LLP and Eric Subin, PLLC.

1304. To the extent Nappa Monterosso, Villamar Firm and Park Firm functioned as undisclosed shells, alter egos, and/or captives of Subin Firm, as alleged herein, Subin Firm is liable for the deceptive acts and practices of Nappa Monterosso, Villamar Firm and Park Firm alleged herein, and Nappa Monterosso, Villamar Defendants and Park Defendants are, in turn, liable for their own conduct and for Subin Firm's deceptive acts and practices carried out through them and/or by virtue of their ownership and control of Park Firm and Villamar Firm.

1305. By reason of their wrongdoing, Defendants have been unjustly enriched, in that they have directly and/or indirectly received substantial moneys from GNY that are the result of unlawful conduct and that, in equity and good conscience, they should not be permitted to keep.

1306. By reason of foregoing, GNY has suffered damages to its business and property.

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

a. An award of compensatory damages in the amount that Defendants were unjustly enriched, plus interest and costs, to be established at trial; and

b. Such other relief as the Court deems just and proper.

COUNT X
Fraudulent Transfer (New York Debtor and Creditor Law § 273)

As Against ("Count X Defendants"):
SUBIN ASSOCIATES, LLP
SUBIN, LLP
ERIC SUBIN, PLLC
CERCHIONE HUROWITZ LAW GROUP LLP
HERBERT S. SUBIN
ERIC D. SUBIN
ROBERT EISEN
ARNOLD BAUM
PETER MAY
GREGORY T. CERCHIONE
CHARLES J. HUROWITZ
ESQUIRE BANK, N.A.

1308. Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

1309. Under New York law, "[a] transfer made or obligation incurred by a debtor is voidable as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation: (1) with actual intent to hinder, delay or defraud any creditor of the debtor; or (2) without receiving equivalent value in exchange for the transfer or obligation…." New York Debtor and Creditor Law ("DCL") § 273.

1310. At all relevant times, GNY was a future creditor of Subin Defendants and Subin 2.0 Defendants.

1311. At all relevant times, Subin 2.0 Defendants were alter egos and/or successors-in-interest of Subin Firm.

1312. Esquire Bank, as the secured creditor under the Esquire Loans, is a transferee of an interest in Subin, LLP's, Eric Subin, PLLC's, and Cerchione LLP's present and future assets — including the personal injury claims, lawsuits, and associated revenue streams originally transferred from Subin Firm, as alleged herein — within the meaning of DCL § 270(a), by virtue of the liens and security interests granted to Esquire Bank under the Esquire Loans.

1313. The transfers at issue include: (i) the transfers of Subin Firm's personal injury claims and lawsuits to Subin, LLP, shortly after Subin, LLP's formation and commencing in or around February 2025; (ii) the transfers of Subin Firm's personal injury claims and lawsuits to Cerchione LLP shortly after Cerchione LLP's formation and commencing in or around January 2026; (iii) the financing agreement entered into by and between Subin, LLP and Eric Subin, PLLC, as debtors, and Esquire Bank, as creditor, whereby Subin, LLP and Eric Subin, PLLC transferred an interest in and encumbered all of their present and future assets shortly after Subin, LLP and Eric Subin, PLLC's formation, as evidenced by a New York UCC financing statement, filed December 2, 2024 (the "2024 Esquire Loan"); and (iv) the financing agreement entered into by and between Cerchione LLP, as debtor, and Esquire Bank, as creditor, whereby Cerchione LLP transferred an interest in and encumbered all of its present and future assets shortly after Cerchione LLP's formation, as evidenced by a New York UCC financing statement, filed December 26, 2025 (the "2025 Esquire Loan") (collectively the "Subject Transfers").

1314. The Subject Transfers, which consisted of the wholesale transfer of Subin Firm's operating assets and client matters to affiliated, successor Subin 2.0 Defendants, and the immediate encumbrance of Subin 2.0 Defendants' present and future assets, coupled with Subin Firm's cessation of all public-facing operations (including shutting down its website and automatically redirecting users to successor, Subin, LLP), without Subin Firm formally dissolving, evidences multiple badges of fraud, including the absence of any legitimate business purpose, the retention and control through alter egos (Subin 2.0 Defendants), and a scheme to hinder, delay or defraud present and future creditors, including Plaintiffs.

1315. On information and belief, the granting of blanket liens on substantially all present and future assets by the newly formed Subin, LLP and Eric Subin, PLLC, pursuant to the 2024 Esquire Loan, with no established client base or operating business, served no ordinary or reasonably necessary business purpose proportionate to their circumstances, but instead functioned to place any assets subsequently acquired beyond the reach of creditors, including Plaintiffs.

1316. On information and belief, the lines of credit issued by Esquire Bank to Subin, LLP, Eric Subin, PLLC pursuant to the 2024 Esquire Loan were largely undrawn, unnecessary and/or diverted to insiders or affiliated entities rather than used for the Subin, LLP and/or Eric Subin, PLLC's operations.

1317. On information and belief, the granting of blanket liens on substantially all present and future assets by the newly formed Cerchione LLP pursuant to the 2025 Esquire Loan, with no established client base or operating business, served no ordinary or reasonably necessary business purpose proportionate to their circumstances, but instead functioned to place any assets subsequently acquired beyond the reach of creditors, including Plaintiffs.

1318. On information and belief, the line of credit issued by Esquire Bank to Cerchione LLP pursuant to the 2025 Esquire Loan was largely undrawn, unnecessary and/or diverted to insiders or affiliated entities rather than used for the firm's operations.

1319. The Subject Transfers were made with actual intent to hinder, delay or defraud Subin Defendants and Subin 2.0 Defendants' present and future creditors, including Plaintiffs, and/or without receiving a reasonably equivalent value in exchange for the transfers and obligations incurred under DCL § 273, which is evident from the presence of multiple badges of fraud, including:

a. There was no legitimate business purpose for the Subject Transfers, other than to strip assets of Subin Firm so that Subin Firm could avoid paying any debts that it may owe in connection with the instant lawsuit or any other pending lawsuits and claims against Subin Firm, including pending RICO actions in the U.S. District Court for the Eastern District of New York, including but not limited to *Roosevelt Road Re, Ltd. v. Subin Associates, LLP*, 24-cv-5033 (E.D.N.Y., filed July 17, 2024) and *Union Mut. Ins. Co. v. Subin Associates, LLP*, 25-cv-2652 (E.D.N.Y., filed May 12, 2025), and counterclaims, including those sounding in fraud, filed against Subin Firm in Supreme Courts in the State of New York (the "Pending Claims").

b. At the time of the Subject Transfers, Subin Defendants and Subin 2.0 Defendants knew of the Pending Claims and knew (or reasonably should have known) that Subin Firm would not be able to meet its obligations as they became due, including any and all judgments rendered against it on the Pending Claims;

c. The Subject Transfers occurred shortly before and after Subin Firm incurred substantial debts, including but not limited to the Pending Claims;

d. Subin Firm was insolvent and left with unreasonably small capital at the time of Subject Transfers or, as a result thereof, became insolvent shortly thereafter;

e. The Subject Transfers, including through Subin Firm's alter egos, Subin, LLP and Cerchione LLP, transferred and/or encumbered substantially all of the assets of Subin Firm, including but not limited to hundreds (if not thousands) of personal injury claims and lawsuits;

f. The Subject Transfers of substantially all assets, including pending legal matters and associated revenue streams from Subin Firm to Subin 2.0 Defendants, constituted transfers to insiders, as Subin 2.0 Defendants are alter egos or and a mere continuation of Subin Firm, and are owned and controlled by the same now-former members and/or attorneys of Subin Firm, including E. Subin, H. Subin, Baum, Cerchione and/or Hurowitz, as defined by DCL § 270(h)(2)(iii);

g. Subin Defendants retained possession and control of the assets transferred after the Subject Transfers, including underlying personal injury claims and lawsuits;

h. Subin Defendants had clear motives to transfer assets from Subin Firm to other entities to the benefit of themselves and the detriment of present and future creditors, including Plaintiffs; and

i. Any consideration that Subin, LLP, Eric Subin, PLLC and Cerchione LLP received for the Subject Transfers was not reasonably equivalent to the value of the assets transferred.

1320. Demonstrative of the lack of legitimate business purpose, insider dealing and/or lack of reasonably equivalent value in connection with the Esquire Loans, Esquire Bank violated: (i) its own underwriting standards in issuing the Esquire Loans, including requirements that law firms obtaining such loans be in business for at least three years and have pending cases, and/or by otherwise not exercising requisite due diligence; and/or (ii) federal and state anti-money laundering obligations, including risk-based monitoring and customer due diligence designed to detect the use of shell or alter ego entities that may be formed or used to evade legal obligations, including enforcement of future judgments obtained on pending claims.

1321. Esquire Bank did not take its lien and security interest in the Subin, LLP's, Eric Subin, PLLC's, and Cerchione LLP's assets, granted pursuant to the Esquire Loans, in good faith and/or for reasonably equivalent value, within the meaning of DCL §§ 278 and 279.

1322. Esquire Bank knew, or was willfully blind to the fact, that Subin, LLP, Eric Subin, PLLC, and Cerchione LLP were newly formed entities with no established client base or operating history, that Subin Firm and its principals faced the Pending Claims, and that the Esquire Loans

and resulting blanket liens served no purpose other than to place Subin 2.0 Defendants' assets (and, ultimately Subin Firm's assets, including the majority of pending claims at issue herein), beyond the reach of present and future creditors, including Plaintiffs, as evidenced by Esquire Bank's departure from its own underwriting standards and federal and state anti-money laundering obligations, as alleged herein.

1323. Cerchione LLP Owner Defendants are also personally liable, by virtue of their ownership and control of Cerchione LLP, a transferee of the Subject Transfers.

1324. E. Subin is also personally liable by virtue of his ownership and control of Subin, LLP and Eric Subin, PLLC, transferees of the Subject Transfers.

1325. By virtue of the foregoing, the Subject Transfers were in violation of and voidable fraudulent transfers under the New York Uniform Voidable Transactions Act (DCL §§ 270-281 (the "NYUVTA")), and, in particular, DCL § 273.

WHEREFORE, Plaintiffs demand judgment against Count X Defendants, for:

a. The avoidance and recovery of all transfers (and all proceeds and products thereof), as fraudulent transfers under DCL § 273, and to the extent necessary to satisfy the Plaintiffs' claims and for other relief permitted under the NYUVTA;

b. As against Esquire Bank, avoidance of the liens and security interests granted to Esquire Bank under the Esquire Loans, and/or a declaration that such liens and security interests are subordinate to Plaintiffs' claims, to the extent necessary to satisfy Plaintiffs' claims;

c. As against Cerchione Owner Defendants and E. Subin, a personal money judgment in an amount equal to the value of the assets fraudulently transferred to Cerchione LLP, Subin LLP and/or Eric Subin, PLLC; and

d. Such other relief as the Court deems just and proper.

VI. JURY TRIAL DEMAND

1326. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all claims.

Dated: July 13, 2026

Respectfully submitted,

THE WILLIS LAW GROUP, PLLC

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