UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

THE CHARTER OAK FIRE INSURANCE COMPANY, ST PAUL PROTECTIVE INSURANCE COMPANY, THE PHOENIX INSURANCE COMPANY, THE STANDARD FIRE INSURANCE COMPANY, THE TRAVELERS HOME AND MARINE INSURANCE COMPANY, THE TRAVELERS INDEMNITY COMPANY OF AMERICA, TRAVELERS CASUALTY & SURETY COMPANY, TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, TRAVELERS COMMERCIAL INSURANCE COMPANY, TRAVELERS INDEMNITY COMPANY OF CONNECTICUT, TRAVELERS INDEMNITY COMPANY, TRAVELERS PERSONAL INSURANCE COMPANY, TRAVELERS PERSONAL SECURITY INSURANCE COMPANY, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, and TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY, Plaintiffs, v. OMAR F. AHMED, M.D., PHYLLIS M. GELB, M.D., GARDEN MEDICAL CARE, P.C., LANE MEDICAL CARE, P.C., PEGASUS MEDICAL CARE, P.C., ESPLANADE MEDICAL CARE, P.C., QUEENS MEDICAL DIAGNOSTIC P.C., EAST COAST MEDICAL CARE, P.C., NORTHERN MEDICAL CARE, P.C., MODERN BROOKLYN MEDICAL, PC, ENS MEDICAL, P.C., TOWN MEDICAL CARE, P.C., TERRACE MEDICAL CARE P.C.,	C.A. No.:

GO MEDICAL, P.C.,
ALAN BECKLES, M.D., P.C.,
ALAN D. BECKLES, M.D.,
HARVEY LEVITAN MEDICAL P.C.,
HARVEY LEVITAN, M.D.,
FIVE TOWNS PHYSICIANS P.C.,
VALERIE KREMER, M.D.,
ARYE KREMER, M.D.,
PITCH MEDICAL P.C.,
SANGEET KHANNA, M.D.,
RIDGEWOOD MEDICAL SERVICES P.C.,
DAVID CARMILI, M.D.,
CRYSTAL ANTOINE PEPELJUGOSKI MEDICAL P.C. F/K/A SANITAS MEDICAL P.C., and
CRYSTAL ANTOINE PEPELJUGOSKI, M.D.,

Defendants.

PLAINTIFFS' COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, The Charter Oak Fire Insurance Company, St Paul Protective Insurance Company, The Phoenix Insurance Company, The Standard Fire Insurance Company, The Travelers Home and Marine Insurance Company, The Travelers Indemnity Company of America, Travelers Casualty & Surety Company, Travelers Casualty Insurance Company of America, Travelers Commercial Insurance Company, Travelers Indemnity Company of Connecticut, Travelers Indemnity Company, Travelers Personal Insurance Company, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, and Travelers Property Casualty Insurance Company (collectively, "Travelers" and/or "plaintiffs"), by their attorneys, King, Tilden, McEttrick & Brink, P.C., allege as follows:

I. INTRODUCTION

1. This case is about laypersons and healthcare providers who banded together to access and then exploit the generous benefits available to insurance policy holders under New York's insurance laws.

2. The Defendants' scheme was designed to achieve several goals, including (a) allowing laypersons to participate in the ownership, operation, and control of neurology-based healthcare facilities, (b) providing—and then collecting payment for—a substantial volume of healthcare tests and services, regardless of clinical necessity, (c) billing for healthcare services not performed, and (d) channeling to the laypersons the professional fees and profits generated through the operation of the facility.

3. To attain their unlawful goals without detection, Defendants, Omar F. Ahmed, M.D. ("Ahmed") and Phyllis M. Gelb, M.D. ("Gelb") (collectively, the "Healthcare Defendants") intentionally conspired with unknown layowners, who directed an unlawful scheme to steal No-Fault monies by illegally billing for unnecessary healthcare services.

4. In furtherance of this scheme, the Healthcare Defendants operated through the following entities: Pegasus Medical Care, P.C. ("Pegasus Medical"), Garden Medical Care, P.C. ("Garden Medical"), Lane Medical Care, P.C. ("Lane Medical"), Esplanade Medical Care, P.C. ("Esplanade Medical"), Queens Medical Diagnostic P.C. ("Queens Medical"), East Coast Medical Care, P.C. ("East Coast Medical"), Northern Medical Care, P.C. ("Northern Medical"), Modern Brooklyn Medical, PC ("Modern Brooklyn"), ENS Medical, P.C. ("ENS Medical"), Town Medical Care, P.C. ("Town Medical"), Terrace Medical Care P.C. ("Terrace Medical"), and Go Medical, P.C. ("Go Medical") (collectively, the "Ahmed PCs").

5. To propel this scheme, the Healthcare Defendants caused each of the Ahmed PCs to enter into leases with medical clinics, which generated the unlawful but necessary referrals to obtain the patients needed to bill insurers like Travelers.

6. In addition to these unlawful arrangements, the Defendants' scheme relied upon the purported delivery of predetermined and unnecessary diagnostic tests and services to patients treated by the Ahmed PCs.

7. In addition, the Defendants falsely billed through several healthcare PCs, including Alan Beckles, M.D., P.C. ("Beckles MD PC") owned by Alan D. Beckles, M.D. ("Beckles"), Harvey Levitan Medical P.C. ("Levitan Medical") owned by Harvey Levitan, M.D. ("Levitan"), Five Towns Physicians P.C. ("Five Towns") owned by Valerie Kremer, M.D. ("V. Kremer") and Arye Kremer, M.D. ("A. Kremer"), Pitch Medical P.C. ("Pitch Medical") owned by Sangeet Khanna, M.D. ("Khanna"), Ridgewood Medical Services P.C. ("Ridgewood Medical") owned by David Carmili, M.D. ("Carmili"), and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C. ("Sanitas Medical") owned by Crystal Antoine Pepeljugoski, M.D. ("Pepeljugoski") (collectively, the "Fictitious Billing PCs").[1]

8. Ahmed and the unknown layowner co-conspirators used the Fictitious Billing PCs to fraudulently submit billing under the name and New Jersey medical license of non-party Omar **H.** Ahmed, M.D. to deceive Travelers into paying for unlawful and unnecessary treatment.

9. The Healthcare Defendants, the owners of the Fictitious Billing PCs, and the unknown layowner co-conspirators used the PC Defendants[2] as vehicles to fraudulently bill Travelers for treatment that was medically unnecessary and often not even rendered, including,

[1] The term "Fictitious Billing PCs" shall collectively mean Beckles MD PC, Levitan Medical, Five Towns, Pitch Medical, Ridgewood Medical, and Sanitas Medical.
[2] The term "PC Defendants" shall collectively mean the Ahmed PCs and Fictitious Billing PCs.

but not limited to, transcranial doppler testing ("TCD testing"), extracorporeal shockwave therapy ("ESWT"), videonystagmography ("VNG testing"), electrodiagnostic testing ("EDX testing"), quantitative sudomotor axon reflex testing ("QSART testing"), and caloric vestibular testing ("CVT testing") (collectively referred to as "Bogus Diagnostic Testing").

10. As detailed with particularity herein, the Defendants[3] do not have—nor have they ever had—any right to seek or collect insurance benefit payments from Travelers in connection with diagnostic tests and services provided to Travelers claimants because: (1) tests and services were furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, were never actually rendered; (3) tests and services were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services were provided pursuant to an unlawful referral scheme; (5) tests and services were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services were in many instances provided by independent contractors; and (7) tests and services were fraudulently billed.

11. The fraudulent scheme perpetrated by Ahmed and the unknown layowner co-conspirators all stem from a common nucleus of fact—sham ownership utilizing Ahmed's medical license to allow the PC Defendants to bill for a battery of predetermined and unnecessary healthcare services fraudulently.

12. Ahmed, Gelb, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, Carmili, and Pepeljugoski and unknown co-conspirators utilized the PC Defendants to bill for bogus healthcare services and engage in the corporate practice of medicine.

[3] The term "Defendants" shall collectively mean Ahmed, Gelb, Garden Medical, Lane Medical, Pegasus Medical, Esplanade Medical, Queens Medical, East Coast Medical, Northern Medical, Modern Brooklyn, ENS Medical, Town Medical, Terrace Medical, Go Medical, Beckles MD PC, Beckles, Levitan Medical, Levitan, Five Towns, V. Kremer, A. Kremer, Pitch Medical, Khanna, Ridgewood Medical, Carmili, Sanitas Medical, and Pepeljugoski.

13. Ahmed fraudulently billed from each of the PC Defendants.

14. Ahmed, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, Carmili, and Pepeljugoski and the unknown layowner co-conspirators fraudulently used the name and medical license of non-party Omar H. Ahmed, M.D. to bill through the Fictitious Billing PCs to evade detection of this scheme by insurers such as Travelers.

15. The success of the Defendants' scheme to defraud relied on the transmission to Travelers, through the U.S. Mail, of treatment records, invoices, bills, and other insurance claim documents warranting the PC Defendants' eligibility to collect insurance benefits under New York law.

16. Travelers reasonably relied on the facial validity of the defendants' documents—and the representations contained therein—when paying insurance claims submitted by (or on behalf of) the PC Defendants.

17. By this Complaint, Travelers brings this action against the defendants for: (a) violations of the federal Racketeer Influenced and Corrupt Organizations (RICO) Act, 18 U.S.C. § 1961, *et seq.*; (b) common law fraud; and (c) unjust enrichment.

18. This action seeks actual damages in excess of $291,019.03 representing insurance payments that were wrongfully obtained from Travelers by, or on behalf of, the Defendants as a direct result of the Defendants' unlawful conduct and material misrepresentations.

19. Travelers also seeks a declaration pursuant to 28 U.S.C. § 2201 that it is not legally obligated to pay and/or reimburse the PC Defendants (or their agents) in connection with all previously denied and/or presently pending insurance claims that have been submitted to Travelers by, or on behalf of, the PC Defendants because, at all relevant times: (1) tests and services were furnished pursuant to a prohibited financial, compensation, and ownership

structure; (2) tests and services, in certain instances, were never actually rendered; (3) tests and services were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services were provided pursuant to an unlawful referral scheme; (5) tests and services were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services were in many instances provided by independent contractors; and (7) tests and services were fraudulently billed.

20. All of the acts and omissions of the defendants described throughout this Complaint were undertaken intentionally.

21. The Defendants' scheme was designed to extract payment of insurance contract proceeds from Travelers to, or for the benefit of, the Defendants.

22. In each patient claim at issue in this Complaint, a Travelers insurance contract was the platform upon which the Defendants sought—and in many cases obtained—payment for healthcare tests and services that were not compensable under New York law.

23. The Defendants knew that the patients identified in this Complaint were eligible for insurance coverage pursuant to automobile insurance policies issued by Travelers.

24. Travelers estimates that the Defendants purposely submitted to Travelers hundreds of bills on behalf of the PC Defendants knowing that none of the bills were lawfully compensable under prevailing New York law relative to insurance coverage and reimbursement eligibility.

II. THE PARTIES

A. PLAINTIFFS

25. Travelers Personal Insurance Company, The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Home and Marine Insurance

Company, Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Casualty and Surety Company, Travelers Casualty Insurance Company of America, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, St Paul Protective Insurance Company, Travelers Commercial Insurance Company, and The Standard Fire Insurance Company are companies duly organized and exiting under the laws of the State of Connecticut with their principal place of business in Hartford, Connecticut.

26. Travelers Personal Insurance Company, The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Home and Marine Insurance Company, Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Casualty and Surety Company, Travelers Casualty Insurance Company of America, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, St Paul Protective Insurance Company, Travelers Commercial Insurance Company, and The Standard Fire Insurance Company are authorized to conduct business in the State of New York.

B. DEFENDANTS

1. Healthcare Defendants

a. Omar F. Ahmed, M.D.

27. Ahmed resides in and is a citizen of the State of New York.

28. At all relevant times, Ahmed has been licensed to provide medical services in the State of New York.

29. According to public records, Ahmed is a shareholder, officer, and/or director of Garden Medical, Lane Medical, Pegasus Medical, Esplanade Medical, Queens Medical, East Coast Medical, Northern Medical, Modern Brooklyn, ENS Medical, Town Medical, Terrace Medical, and Go Medical.

30. At all relevant times, unlicensed layowners—and not Ahmed—unlawfully owned, operated, and controlled the PC Defendants.

31. At all relevant times, these unlicensed layowners directed Ahmed and/or his agents at the PCs to provide predetermined, excessive and medically unnecessary treatments, testing, and services to patients of the Ahmed PCs.

32. Ahmed fraudulently billed under the name and medical license of non-party Omar H. Ahmed, M.D. through the Fictitious Billing PCs while continuing the same fraudulent, unlawful, and medically unnecessary predetermined treatment protocol established by the unlicensed layperson/co-conspirators and carried out through the Ahmed PCs.

33. When patients sought treatments, testing, and services from the PC Defendants, they were caused to enter into assignment of benefits agreements with the PC Defendants, thus giving the PC Defendants the right to seek payments directly from insurers.

34. As assignees of their patients' benefits, the PC Defendants sought and collected payments directly from insurers, including Travelers.

35. As detailed herein, the PC Defendants purposely sought insurance benefit payments from Travelers knowing that the PC Defendants were not lawfully eligible to seek or collect such payments.

36. Because he directly participated in the operation and management of the PC Defendant enterprises throughout the course of this scheme, Ahmed is responsible for the

fraudulent billing for services purportedly provided to patients of these entities, and thereby is also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

b. Phyllis M. Gelb, M.D.

37. Gelb resides in and is a citizen of the State of New York.

38. At all relevant times, Gelb has been licensed to provide medical services in the State of New York.

39. Gelb was fraudulently represented as the owner of Town Medical when, in fact, it was owned by unknown unlicensed layperson co-conspirators.

40. Through Town Medical, Gelb engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary treatment that was a common tactic employed by the PC Defendants.

41. Because she directly participated in the operation and management of the Town Medical enterprise throughout the course of this scheme, Gelb is responsible for the fraudulent billing for services provided to patients of Town Medical, and thereby is also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

2. Ahmed PCs

a. Queens Medical Diagnostic P.C.

42. Queens Medical is organized under New York law as a professional corporation, with its principal place of business in New York.

43. Queens Medical was organized to provide medical services.

44. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Queens Medical.

45. At all relevant times, Queens Medical was actually owned and controlled by the unknown layowners.

46. Queens Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, and EDX testing on Travelers claimants.

47. Queens Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

48. Because Queens Medical was unlawfully owned and operated by the unknown layowners, Queens Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

49. Queens Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

50. Ahmed operated and controlled Queens Medical by facilitating Queens Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

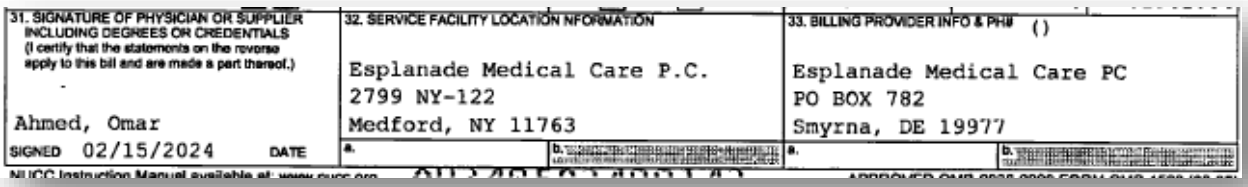
b. Esplanade Medical Care, P.C.

51. Esplanade Medical is organized under New York law as a professional corporation with its principal place of business in New York.

52. Esplanade Medical was organized to provide medical services.

53. Esplanade Medical operates from an address in Suffolk County.

54. A true and accurate excerpt of an Esplanade Medical bill is depicted below:



31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION NFORMATION	33. BILLING PROVIDER INFO & PH# ()
Ahmed, Omar SIGNED 02/15/2024 DATE	Esplanade Medical Care P.C. 2799 NY-122 Medford, NY 11763 a. b.	Esplanade Medical Care PC PO BOX 782 Smyrna, DE 19977 a. b.

55. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Esplanade Medical.

56. At all relevant times, Esplanade Medical was actually owned and controlled by the unknown layowners.

57. Esplanade Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, and EDX testing on Travelers claimants.

58. Esplanade Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

59. Because Esplanade Medical was unlawfully owned and operated by the unknown layowners, Esplanade Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

60. Esplanade Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

61. Ahmed operated and controlled Esplanade Medical by facilitating Esplanade Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

c. East Coast Medical Care, P.C.

62. East Coast Medical is organized under New York law as a professional corporation with its principal place of business in New York.

63. East Coast Medical was organized to provide medical services.

64. East Coast Medical operates from an address in Nassau County.

65. A true and accurate excerpt of an East Coast Medical NF-3 is depicted below:


PROVIDER:
EAST COAST MEDICAL CARE PC)))
2 LINCOLN AVE SUITE 302
Rockville Centre NY 11570

66. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of East Coast Medical.

67. At all relevant times, East Coast Medical was actually owned and controlled by the unknown layowners.

68. East Coast Medical falsely billed for performing medically unnecessary and excessive ESWT on Travelers claimants.

69. East Coast Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

70. Because East Coast Medical was unlawfully owned and operated by the unknown layowners, East Coast Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

71. East Coast Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

72. Ahmed operated and controlled East Coast Medical by facilitating East Coast Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

d. Northern Medical Care, P.C.

73. Northern Medical is organized under New York law as a professional corporation with its principal place of business in New York.

74. Northern Medical was organized to provide medical services.

75. According to records on file with the New York Department of State, Madhu Babu Boppana, M.D. is the founding shareholder, officer, and/or director of Northern Medical.

76. On or around February 11, 2018, Ahmed began to represent himself as the president of Northern Medical.

77. On or around June 17, 2023, Ahmed became the sole shareholder, officer, and/or director of Northern Medical.

78. At no time was a filing made with the New York Department of State to designate Ahmed as the sole shareholder, officer, and/or director of Northern Medical.

79. Northern Medical submitted billing for services purportedly rendered by Ahmed consistent with the scheme alleged herein.

80. At all relevant times, Northern Medical was actually owned and controlled by the unknown layowners.

81. Northern Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, and EDX testing on Travelers claimants.

82. Northern Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

83. Because Northern Medical was unlawfully owned and operated by the unknown layowners, Northern Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508

and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

84. Northern Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

85. Ahmed operated and controlled Northern Medical by facilitating Northern Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

e. Modern Brooklyn Medical, PC

86. Modern Brooklyn is organized under New York law as a professional corporation with its principal place of business in New York.

87. Modern Brooklyn was organized to provide medical services.

88. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Modern Brooklyn.

89. At all relevant times, Modern Brooklyn was actually owned and controlled by the unknown layowners.

90. Modern Brooklyn falsely billed for performing medically unnecessary and excessive EDX testing on Travelers claimants.

91. Modern Brooklyn engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

92. Because Modern Brooklyn was unlawfully owned and operated by the unknown layowners, Modern Brooklyn was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

93. Modern Brooklyn constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

94. Ahmed operated and controlled Modern Brooklyn by facilitating Modern Brooklyn billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

f. ENS Medical, P.C.

95. ENS Medical is organized under New York law as a professional corporation with its principal place of business in New York.

96. ENS Medical was organized to provide medical services.

97. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of ENS Medical.

98. At all relevant times, ENS Medical was actually owned and controlled by the unknown layowners.

99. ENS Medical falsely billed for performing medically unnecessary and excessive EDX testing on Travelers claimants.

100. ENS Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

101. Because ENS Medical was unlawfully owned and operated by the unknown layowners, ENS Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

102. ENS Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

103. Ahmed operated and controlled ENS Medical by facilitating ENS Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

g. Town Medical Care, P.C.

104. Town Medical is organized under New York law as a professional corporation with its principal place of business in New York.

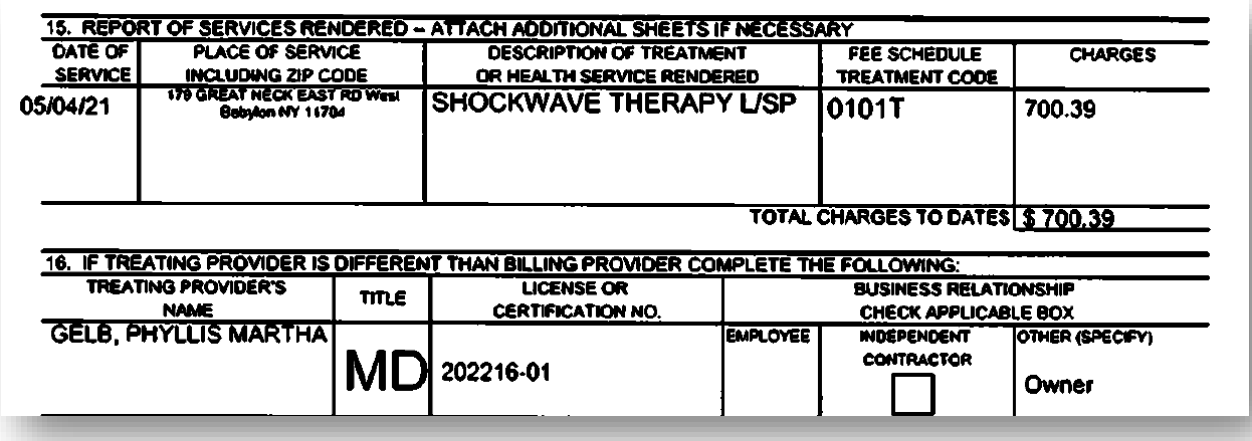
105. Town Medical was organized to provide medical services.

106. Town Medical operates from an address in Suffolk County.

107. A true and accurate excerpt of a Town Medical NF-3 is depicted below:



PROVIDER:
TOWN MEDICAL CARE PC C/O Law Offices of Gabriel & Moroff, PC
2 LINCOLN AVE SUITE 302
Rockville Centre NY 11570



15. REPORT OF SERVICES RENDERED – ATTACH ADDITIONAL SHEETS IF NECESSARY

DATE OF SERVICE	PLACE OF SERVICE INCLUDING ZIP CODE	DESCRIPTION OF TREATMENT OR HEALTH SERVICE RENDERED	FEE SCHEDULE TREATMENT CODE	CHARGES
05/04/21	170 GREAT NECK EAST RD West Babylon NY 11704	SHOCKWAVE THERAPY L/SP	0101T	700.39
			TOTAL CHARGES TO DATES	$ 700.39

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
GELB, PHYLLIS MARTHA	MD	202216-01		☐	Owner

108. Town Medical alleges in bills submitted to Travelers that Gelb is the owner.

109. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Town Medical.

110. At all relevant times, Town Medical was actually owned and controlled by the unknown layowners.

111. Town Medical falsely billed for performing medically unnecessary and excessive ESWT on Travelers claimants.

112. Town Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

113. Because Town Medical was unlawfully owned and operated by the unknown layowners, Town Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

114. Town Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

115. Ahmed and Gelb operated and controlled Town Medical by facilitating Town Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

h. Garden Medical Care, P.C.

116. Garden Medical is organized under New York law as a professional corporation with its principal place of business in New York.

117. Garden Medical was organized to provide medical services.

118. Garden Medical uses a PO box address in Nassau County.

119. A true and accurate excerpt of a letter to Garden Medical is depicted below:



TRAVELERS

TRAVELERS PERSONAL INSURANCE COMPANY
P.O. Box 430
Buffalo, NY 14240-0430

05/08/2023

Garden Medical Care Pc
Omar Ahmed
Po Box 471
Glen Cove NY 11542

120. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Garden Medical.

121. At all relevant times, Garden Medical was actually owned and controlled by the unknown layowners.

122. Garden Medical falsely billed for performing medically unnecessary and excessive ESWT on Travelers claimants.

123. Garden Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

124. Because Garden Medical was unlawfully owned and operated by the unknown layowners, Garden Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

125. Garden Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

126. Ahmed operated and controlled Garden Medical by facilitating Garden Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

i. Terrace Medical Care P.C.

127. Terrace Medical is organized under New York law as a professional corporation with its principal place of business in New York.

128. Terrace Medical was organized to provide medical services.

129. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Terrace Medical.

130. At all relevant times, Terrace Medical was actually owned and controlled by the unknown layowners.

131. Terrace Medical falsely billed for performing medically unnecessary and excessive VNG testing, CVT testing, and EDX testing on Travelers claimants.

132. Terrace Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

133. Because Terrace Medical was unlawfully owned and operated by the unknown layowners, Terrace Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and

was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

134. Terrace Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

135. Ahmed operated and controlled Terrace Medical by facilitating Terrace Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

j. Pegasus Medical Care, P.C.

136. Pegasus Medical is organized under New York law as a professional corporation with its principal place of business in New York.

137. Pegasus Medical was organized to provide medical services.

138. Pegasus Medical operates from an address in Nassau County.

139. A true and accurate excerpt of a bill submitted by Pegasus Medical is depicted below:

PROVIDER'S NAME AND ADDRESS

Pegasus Medical Care PC
c/o Billing Experts, Inc., 129 Livingston St, Ste 3
Brooklyn, NY 11201-5156
Phone: **7184381200** Fax:

15. REPORT OF SERVICES RENDERED-- ATTACH ADDITIONAL SHEETS IF NECESSARY

DATE OF SERVICE	PLACE OF SERVICE INCLUDING ZIP CODE	DESCRIPTION OF TREATMENT OR HEALTH SERVICE RENDERED.	Md fr	FEE SCHEDULE TREATMENT CODE	CHARGES SUMMARY
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Computerized Dynamic Posturography		92548	$197.19
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Use Of Vertical Electrodes		92547	$156.12
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Sinusoidal Vertical Axis Rotation Testing	59	92548	$98.77
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Vstblr Funcj Nystag Fovl&Perph Slimj Osc		92540	$140.37
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Caloric Vestibular Test With Recording, Bilateral; Bithermal		92537	$97.12
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Transcranial Doppler Study of the Intracranial Arteries;Emboli Detection Without Intravenous Microbubble Injection		93892	$584.05
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Transcranial Doppler Study of the Intracranial Arteries; Vasoreactivity Study		93890	$550.40
08/31/2023	55 Northern Blvd Great Neck, NY 11021	Transcranial Doppler Study of the Intracranial Arteries		93886	$507.34
				TOTAL CHARGES TO DATES:	**$2331.36**

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP (check applicable box)		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	240578			Owner

140. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Pegasus Medical.

141. At all relevant times, Pegasus Medical was actually owned and controlled by the unknown layowners.

142. Pegasus Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, EDX testing, and ESWT on Travelers claimants.

143. Pegasus Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

144. Because Pegasus Medical was unlawfully owned and operated by the unknown layowners, Pegasus Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

145. Pegasus Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

146. Ahmed operated and controlled Pegasus Medical by facilitating Pegasus Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

k. Go Medical, P.C.

147. Go Medical is organized under New York law as a professional corporation with its principal place of business in New York.

148. Go Medical was organized to provide medical services.

149. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Go Medical.

150. At all relevant times, Go Medical was actually owned and controlled by the unknown layowners.

151. Go Medical falsely billed for performing medically unnecessary and excessive ESWT on Travelers claimants.

152. Go Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

153. Because Go Medical was unlawfully owned and operated by the unknown layowners, Go Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

154. Go Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

155. Ahmed operated and controlled Go Medical by facilitating Go Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

l. Lane Medical Care, P.C.

156. Lane Medical is organized under New York law as a professional corporation with its principal place of business in New York.

157. Lane Medical was organized to provide medical services.

158. Lane Medical operates from addresses in Nassau County and Suffolk County.

159. A true and accurate excerpt of bills submitted by Lane Medical are depicted below:

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION NFORMATION	33. BILLING PROVIDER INFO & PH# ( )
Ahmed, Omar SIGNED 01/10/2024 DATE	Lane Medical Care PC . 55 Northern Blvd Great Neck, NY 11021 a. AU2402 b. 42500063	Lane Medical Care PC PO BOX 782 Smyrna, DE 19977 a. b.

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION NFORMATION	33. BILLING PROVIDER INFO & PH# ( )
Ahmed, Omar SIGNED 03/28/2024 DATE	Lane Medical Care PC 2799 NY-122 Medford, NY 11763 a. b.	Lane Medical Care PC PO BOX 782 Smyrna, DE 19977 a. b.

160. According to records on file with the New York Department of State, Ahmed is the sole shareholder, officer, and/or director of Lane Medical.

161. At all relevant times, Lane Medical was actually owned and controlled by the unknown layowners.

162. Lane Medical falsely billed for performing medically unnecessary and excessive ESWT on Travelers claimants.

163. Lane Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

164. Because Lane Medical was unlawfully owned and operated by the unknown layowners, Lane Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

165. Lane Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

166. Ahmed operated and controlled Lane Medical by facilitating Lane Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

3. Fictitious Billing PCs

a. Five Towns Physicians P.C.

167. Five Towns is organized under New York law as a professional corporation with its principal place of business in New York.

168. Five Towns was organized to provide medical services.

169. Five Towns operates from an address in Nassau County.

170. According to records on file with the New York Department of State, V. Kremer and A. Kremer are the shareholders, officers, and/or directors of Five Towns.

171. At all relevant times, Five Towns was actually owned and controlled by the unknown layowners.

172. Five Towns has submitted billing to Travelers for services allegedly performed by Ahmed that fraudulently uses the New Jersey medical license for non-party Omar H. Ahmed, M.D.

173. A true and accurate excerpt of Five Towns fraudulently using the New Jersey medical license for non-party Omar H. Ahmed, M.D. is depicted below:

PROVIDER'S NAME AND ADDRESS*
Five Towns Physicians PC
2626 East 14th Street, Suite 201, Brooklyn, NY, 11235

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Caloric vestibular test, with recording, bilateral; bithermal (i.e. one warm and one cool irrigation in each ear for a total of four irrigations	1	92537 - 26	$ 67.95
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Spontaneous nystagmus test, including gaze and fixation nystagmus, with recording	1	92541 - 26	$ 85.37
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Positional nystagmus test, minimum of 4 positions with recording	1	92542 - 26	$ 76.36
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Oscillating tracking test, with recording	1	92545 - 26	$ 46.41
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Sinusoidal vertical axis rotational testing	1	92546 - 59,26	$ 78.22
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Sinusoidal vertical axis rotational testing	1	92546 - 59,76,26	$ 78.22
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547 - 26	$ 44.90
04/11/2024	2115 Surf Ave, Brooklyn, NY, 11224	Computerized dynamic posturograph	1	92548 - 26	$ 44.93

TOTAL CHARGES TO DATE $ 522.36

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	Lic # 25MA10500500	Yes		

DATE	PROVIDER'S SIGNATURE
05/07/2024	Arye Kremer

174. According to the New Jersey Division of Consumer Affairs, medical license #25MA10500500 is issued to non-party Omar H. Ahmed, M.D.

175. A true and accurate representative example of medical license #25MA10500500 is depicted below:

Name: OMAR H AHMED

Address: Robbinsville,NJ

Profession/License Type: Medical Examiners,Medical Doctor

License No: 25MA10500500

License Status: Active

176. By signing the fraudulent bills, A. Kremer, V. Kremer, and Five Towns are culpable for these fraudulent acts.

177. Omar H. Ahmed, M.D. never signed a bill for Five Towns and does not recognize any of the patients on the bills for Five Towns pursuant to a signed affidavit.

178. This billing for Five Towns was submitted under a different name to avoid detection by Travelers.

179. Five Towns falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, and QSART testing on Travelers claimants.

180. Five Towns engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

181. Because Five Towns was unlawfully owned and operated by the unknown layowners, Five Towns was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

182. Five Towns constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

183. Ahmed, V. Kremer, and A. Kremer operated and controlled Five Towns by facilitating Five Towns billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

b. Valerie Kremer, M.D.

184. V. Kremer resides in and is a citizen of the state of New York.

185. At all relevant times, V. Kremer has been licensed to provide medical services in the State of New York.

186. V. Kremer is a co-owner of Five Towns.

187. Through Five Towns, V. Kremer engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

188. V. Kremer facilitated the fictitious billing by Five Towns.

189. V. Kremer ceded control of Five Towns to unknown lay persons.

190. Because she directly participated in the operation and management of the Five Towns enterprise throughout the course of this scheme, V. Kremer is responsible for the fraudulent billing for services purportedly provided to patients of Five Towns, and thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

c. Arye Kremer, M.D.

191. A. Kremer resides in and is a citizen of the state of New York.

192. At all relevant times, A. Kremer has been licensed to provide medical services in the State of New York.

193. A. Kremer is a co-owner of Five Towns.

194. Through Five Towns, A. Kremer engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

195. A. Kremer facilitated the fictitious billing by Five Towns.

196. A. Kremer ceded control of Five Towns to unknown lay persons.

197. Because he directly participated in the operation and management of the Five Towns enterprise throughout the course of this scheme, A. Kremer is responsible for the

fraudulent billing for services purportedly provided to patients of Five Towns, and thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

d. Alan Beckles, M.D., P.C.

198. Beckles MD PC is organized under New York law as a professional corporation with its principal place of business in New York.

199. Beckles MD PC was organized to provide medical services.

200. According to records on file with the New York Department of State, Beckles is the sole shareholder, officer, and/or director of Beckles MD PC.

201. At all relevant times, Beckles MD PC was actually owned and controlled by the unknown layowners.

202. Beckles MD PC was dissolved in or around March 28, 2001 but has continued to bill insurance companies, including Travelers.

203. Beckles MD PC has submitted billing to Travelers for services allegedly performed by Ahmed that fraudulently uses the New Jersey medical license for non-party Omar H. Ahmed, M.D.

204. A true and accurate excerpt of Beckles MD PC fraudulently using the New Jersey medical license for non-party Omar H. Ahmed, M.D. is depicted below:


PROVIDER'S NAME AND ADDRESS*
Alan Beckles MD
C/O Korsunskiy Legal Group, 1674 East 22 street, 2nd Floor, Brooklyn, NY, 11229

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	Caloric vestibular test, with recording, bilateral; bithermal (i.e. one warm and one cool irrigation in each ear for a total of four irrigations	1	92537	$ 87.12
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	spontaneous nystagmus test including gaze and fixation nystagmus, with recording	1	92541	$ 106.71
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	positional nystagmus test, minimum of 4 positions, with recording	1	92542	$ 95.42
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	optokinetic nystagmus test, bidirectional foveal and peripheral stimulation with recording	1	92544	$ 58.01
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	Oscillating tracking test, with recording	1	92545	$ 58.01
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	Sinusoidal vertical axis rotational testing	1	92546-59	$ 91.77
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	Sinusoidal vertical axis rotational testing	1	92546-59-76	$ 91.77
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547	$ 56.12
03/28/2022	62-69 99TH STR, Rego Park, NY, 11374	Computerized dynamic posturography	1	92548	$ 187.19

TOTAL CHARGES TO DATE $ 832.12

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	Lic # 25MA10500500	Yes		

DATE	PROVIDER'S SIGNATURE
04/21/2022	Beckles Alan Dennis

205. According to the New Jersey Division of Consumer Affairs, medical license #25MA10500500 is issued to non-party Omar H. Ahmed, M.D.

206. A true and accurate representative example of medical license #25MA10500500 is depicted below:


Name: OMAR H AHMED

Address: Robbinsville,NJ

Profession/License Type: Medical Examiners,Medical Doctor

License No: 25MA10500500

License Status: Active

207. By signing the fraudulent bills, Beckles and Beckles MD PC are culpable for these fraudulent acts.

208. Omar H. Ahmed, M.D. never signed a bill for Beckles MD PC and does not recognize any of the patients on the bills for Beckles MD PC pursuant to a signed affidavit.

209. This billing for Beckles MD PC was submitted under a different name to avoid detection by Travelers.

210. Beckles MD PC falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, and QSART testing on Travelers claimants.

211. Beckles MD PC engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

212. Because Beckles MD PC was unlawfully owned and operated by the unknown layowners, Beckles MD PC was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

213. Beckles MD PC constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

214. Ahmed and Beckles operated and controlled Beckles MD PC by facilitating Beckles MD PC billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

e. Alan D. Beckles, M.D.

215. Beckles resides in and is a citizen of the State of New York.

216. At all relevant times, Beckles has been licensed to provide medical services in the State of New York.

217. Beckles is the owner of Beckles MD PC.

218. Through Beckles MD PC, Beckles engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

219. Beckles facilitated the fictitious billing by Beckles MD PC.

220. Beckles ceded control of Beckles MD PC to unknown lay persons.

221. Because he directly participated in the operation and management of the Beckles MD PC enterprise throughout the course of this scheme, Beckles is responsible for the fraudulent

billing for services purportedly provided to patients of Beckles MD PC, and thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

f. Pitch Medical P.C.

222. Pitch Medical is organized under New York law as a professional corporation with its principal place of business in New York.

223. Pitch Medical was organized to provide medical services.

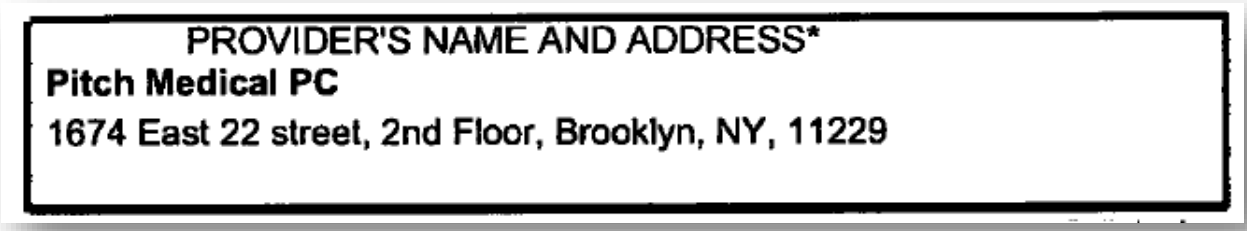
224. According to records on file with the New York Department of State, Khanna is the sole shareholder, officer, and/or director of Pitch Medical.

225. At all relevant times, Pitch Medical was actually owned and controlled by the unknown layowners.

226. Upon information and belief, Pitch Medical is not registered with the New York Office of Professions.

227. Pitch Medical has submitted billing to Travelers for services allegedly performed by Ahmed that fraudulently uses the New Jersey medical license for non-party Omar H. Ahmed, M.D.

228. A true and accurate excerpt of Pitch Medical fraudulently using the New Jersey medical license for non-party Omar H. Ahmed, M.D. is depicted below:


PROVIDER'S NAME AND ADDRESS*
Pitch Medical PC
1674 East 22 street, 2nd Floor, Brooklyn, NY, 11229

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
06/27/2022	97-01 101st Ave, Jamaica, NY, 11416	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886-26	$ 202.94
06/27/2022	97-01 101st Ave, Jamaica, NY, 11416	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890-26	$ 137.60
06/27/2022	97-01 101st Ave, Jamaica, NY, 11416	Transcranial Doppler study of the intracranial arteries ;emboli detection without intravenous microbubble injection	1	93892-59-26	$ 146.01

TOTAL CHARGES TO DATE $ 486.55

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	Lic # 25MA10500500	Yes		

DATE	PROVIDER'S SIGNATURE
07/25/2022	Sangeet Khanna

229. According to the New Jersey Division of Consumer Affairs, medical license #25MA10500500 is issued to non-party Omar H. Ahmed, M.D.

230. A true and accurate representative example of medical license #25MA10500500 is depicted below:

Name: OMAR H AHMED

Address: Robbinsville,NJ

Profession/License Type: Medical Examiners,Medical Doctor

License No: 25MA10500500

License Status: Active

231. By signing the fraudulent bills, Khanna and Pitch Medical are culpable for these fraudulent acts.

232. Omar H. Ahmed, M.D. never signed a bill for Pitch Medical and does not recognize any of the patients on the bills for Pitch Medical pursuant to a signed affidavit.

233. This billing for Pitch Medical was submitted under a different name to avoid detection by Travelers.

234. Pitch Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, EDX testing, ESWT, and QSART testing on Travelers claimants.

235. Pitch Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

236. Because Pitch Medical was unlawfully owned and operated by the unknown layowners, Pitch Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

237. Pitch Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

238. Ahmed and Khanna operated and controlled Pitch Medical by facilitating Pitch Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

g. Sangeet Khanna, M.D.

239. Khanna resides in and is a citizen of the State of New York.

240. At all relevant times, Khanna has been licensed to provide medical services in the State of New York.

241. Khanna is the owner of Pitch Medical.

242. Through Pitch Medical, Khanna engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

243. Khanna facilitated the fictitious billing by Pitch Medical.

244. Khanna ceded control of Pitch Medical to unknown lay persons.

245. Because he directly participated in the operation and management of the Pitch Medical enterprise throughout the course of this scheme, Khanna is responsible for the

fraudulent billing for services purportedly provided to patients of Pitch Medical, and thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

h. Harvey Levitan Medical P.C.

246. Levitan Medical is organized under New York law as a professional corporation with its principal place of business in New York.

247. Levitan Medical was organized to provide medical services.

248. Levitan Medical operates from an address in Nassau County.

249. A true and accurate excerpt of a Levitan Medical NF-3 is depicted below:

PROVIDER'S NAME AND ADDRESS*
H Levitan Medical PC
1674 East 22 street, 2nd Floor, Brooklyn, NY, 11229

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
07/27/2022	127 Post Ave , Westbury, NY, 11590	Caloric vestibular test, with recording, bilateral; bithermal (i.e. one warm and one cool irrigation in each ear for a total of four irrigations	1	92537-26	$ 67.95
07/27/2022	127 Post Ave , Westbury, NY. 11590	Spontaneous nystagmus test, including gaze and fixation nystagmus, with recording	1	92541-26	$ 85.37
07/27/2022	127 Post Ave , Westbury, NY, 11590	Positional nystagmus test, minimum of 4 positions with recording	1	92542-26	$ 76.36
07/27/2022	127 Post Ave , Westbury, NY, 11590	Oscillating tracking test, with recording	1	92545-26	$ 46.41
07/27/2022	127 Post Ave , Westbury, NY, 11590	Sinusoidal vertical axis rotational testing	1	92546-59-26	$ 78.22
07/27/2022	127 Post Ave , Westbury, NY, 11590	Sinusoidal vertical axis rotational testing	1	92546-59-76-26	$ 78.22
07/27/2022	127 Post Ave , Westbury, NY, 11590	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547-26	$ 44.90
07/27/2022	127 Post Ave , Westbury, NY, 11590	Computerized dynamic posturography	1	92548-26	$ 44.93

TOTAL CHARGES TO DATE $ 522.36

250. According to records on file with the New York Department of State, Levitan is the sole shareholder, officer, and/or director of Levitan Medical.

251. At all relevant times, Levitan Medical was actually owned and controlled by the unknown layowners.

252. Levitan Medical has submitted billing to Travelers for services allegedly performed by Ahmed that fraudulently uses the New Jersey medical license for non-party Omar H. Ahmed, M.D.

253. A true and accurate excerpt of Levitan Medical fraudulently using the New Jersey medical license for non-party Omar H. Ahmed, M.D. is depicted below:

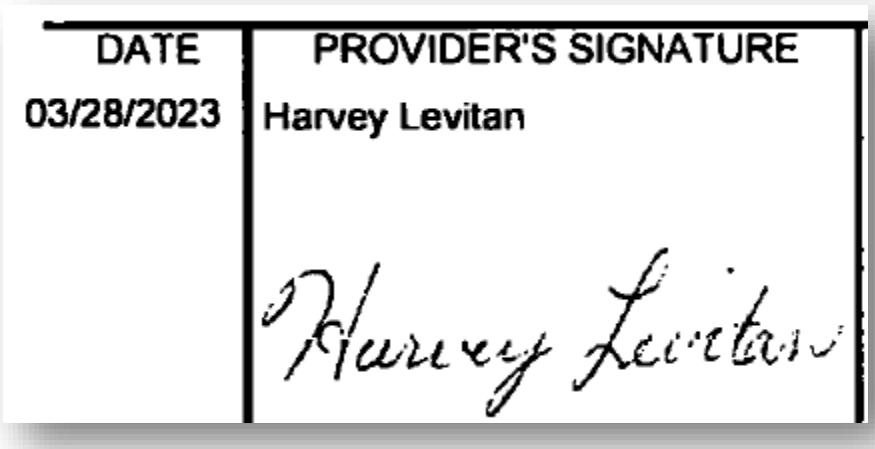
PROVIDER'S NAME AND ADDRESS*
Harvey Levitan Medical P.C.
2626 East 14th Street, Suite 201, Brooklyn, NY, 11235

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
03 20 2023	71 S Central Ave, Valley Stream, NY, 11580	Duplex Scan of extracranial arteries complateral bilateral study	1	93880- 26	S 183.45

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	Lic # 25MA10500500	Yes		



DATE	PROVIDER'S SIGNATURE
03/28/2023	Harvey Levitan Harvey Levitan

254. According to the New Jersey Division of Consumer Affairs, medical license #25MA10500500 is issued to non-party Omar H. Ahmed, M.D.

255. A true and accurate representative example of medical license #25MA10500500 is depicted below:



Name: OMAR H AHMED

Address: Robbinsville,NJ

Profession/License Type: Medical Examiners,Medical Doctor

License No: 25MA10500500

License Status: Active

256. By signing the fraudulent bills, Levitan and Levitan Medical are culpable for these fraudulent acts.

257. Omar H. Ahmed, M.D. never signed a bill for Levitan Medical and does not recognize any of the patients on the bills for Levitan Medical pursuant to a signed affidavit.

258. This billing for Levitan Medical was submitted under a different name to avoid detection by Travelers.

259. Levitan Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, and QSART testing on Travelers claimants.

260. Levitan Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

261. Because Levitan Medical was unlawfully owned and operated by the unknown layowners, Levitan Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

262. Levitan Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

263. Ahmed and Levitan operated and controlled Levitan Medical by facilitating Levitan Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

i. Harvey Levitan, M.D.

264. Levitan resides in and is a citizen of the State of New York.

265. At all relevant times, Levitan has been licensed to provide medical services in the State of New York.

266. Levitan is the owner of Levitan Medical.

267. Through Levitan Medical, Levitan engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

268. Levitan facilitated the fictitious billing by Levitan Medical.

269. Levitan ceded control of Levitan Medical to unknown lay persons.

270. Because he directly participated in the operation and management of the Levitan Medical enterprise throughout the course of this scheme, Levitan is responsible for the fraudulent billing for services purportedly provided to patients of Levitan Medical, and thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

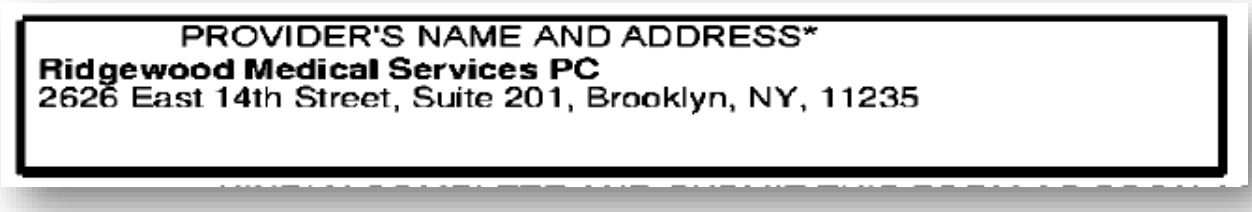
j. Ridgewood Medical Services P.C.

271. Ridgewood Medical is organized under New York law as a professional corporation with its principal place of business in New York.

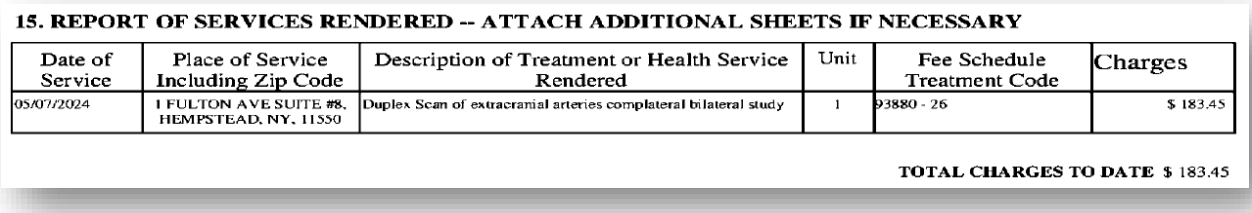
272. Ridgewood Medical was organized to provide medical services.

273. Ridgewood Medical operates from an address in Nassau County.

274. A true and accurate excerpt of a Ridgewood Medical NF-3 is depicted below:



PROVIDER'S NAME AND ADDRESS*
Ridgewood Medical Services PC
2626 East 14th Street, Suite 201, Brooklyn, NY, 11235



15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
05/07/2024	1 FULTON AVE SUITE #8, HEMPSTEAD, NY, 11550	Duplex Scan of extracranial arteries complateral bilateral study	1	93880 - 26	$ 183.45

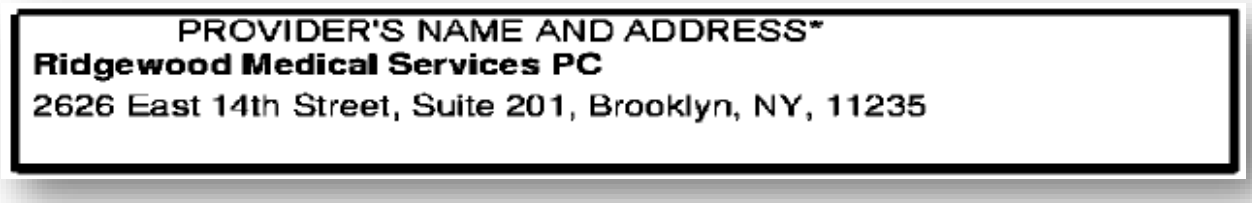
TOTAL CHARGES TO DATE $ 183.45

275. According to records on file with the New York Department of State, Carmili is the sole shareholder, officer, and/or director of Ridgewood Medical.

276. At all relevant times, Ridgewood Medical was actually owned and controlled by the unknown layowners.

277. Ridgewood Medical has submitted billing to Travelers for services allegedly performed by Ahmed that fraudulently uses the New Jersey medical license for non-party Omar H. Ahmed, M.D.

278. A true and accurate excerpt of Ridgewood Medical fraudulently using the New Jersey medical license for non-party Omar H. Ahmed, M.D. is depicted below:



PROVIDER'S NAME AND ADDRESS*
Ridgewood Medical Services PC
2626 East 14th Street, Suite 201, Brooklyn, NY, 11235

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
05/07/2024	132 32nd St, Brooklyn, NY, 11232	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886 - 26	$ 202.94
05/07/2024	132 32nd St, Brooklyn, NY, 11232	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890 - 26	$ 137.60
05/07/2024	132 32nd St, Brooklyn, NY, 11232	Transcranial Doppler study of the intracranial arteries ;emboli detection without intravenous microbubble injection	1	93892 - 59,26	$ 146.01

TOTAL CHARGES TO DATE $ 486.55

16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	Lic # 25MA10500500	Yes		

DATE	PROVIDER'S SIGNATURE
05/26/2024	David Carmili

279. According to the New Jersey Division of Consumer Affairs, medical license #25MA10500500 is issued to non-party Omar H. Ahmed, M.D.

280. A true and accurate representative example of medical license #25MA10500500 is depicted below:

Name: OMAR H AHMED

Address: Robbinsville,NJ

Profession/License Type: Medical Examiners,Medical Doctor

License No: 25MA10500500

License Status: Active

281. By signing the fraudulent bills, Carmili and Ridgewood Medical are culpable for these fraudulent acts.

282. Omar H. Ahmed, M.D. never signed a bill for Ridgewood Medical and does not recognize any of the patients on the bills for Ridgewood Medical pursuant to a signed affidavit.

283. This billing for Ridgewood Medical was submitted under a different name to avoid detection by Travelers.

284. Ridgewood Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, CVT testing, and QSART testing on Travelers claimants.

285. Ridgewood Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

286. Because Ridgewood Medical was unlawfully owned and operated by the unknown layowners, Ridgewood Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

287. Ridgewood Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

288. Ahmed and Carmili operated and controlled Ridgewood Medical by facilitating Ridgewood Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

k. David Carmili, M.D.

289. Carmili resides in and is a citizen of the State of New York.

290. At all relevant times, Carmili has been licensed to provide medical services in the State of New York.

291. Carmili is the owner of Ridgewood Medical.

292. Through Ridgewood Medical, Carmili engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

293. Carmili facilitated the fictitious billing by Ridgewood Medical.

294. Carmili ceded control of Ridgewood Medical to unknown lay persons.

295. Because he directly participated in the operation and management of the Ridgewood Medical enterprise throughout the course of this scheme, Carmili is responsible for the fraudulent billing for services purportedly provided to patients of Ridgewood Medical, and

thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

l. Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C.

296. Sanitas Medical is organized under New York law as a professional corporation with its principal place of business in New York.

297. Sanitas Medical was organized to provide medical services.

298. Sanitas Medical operates from an address in Nassau County.

299. According to records on file with the New York Department of State, Pepeljugoski is the sole shareholder, officer, and/or director of Sanitas Medical.

300. At all relevant times, Sanitas Medical was actually owned and controlled by the unknown layowners.

301. Sanitas Medical has submitted billing to Travelers for services allegedly performed by Ahmed that fraudulently uses the New Jersey medical license for non-party Omar H. Ahmed, M.D.

302. A true and accurate excerpt of Sanitas Medical fraudulently using the New Jersey medical license for non-party Omar H. Ahmed, M.D. is depicted below:


PROVIDER'S NAME AND ADDRESS*
SANITAS MEDICAL PC
C/O Korsunskiy Legal Group, 1674 East 22 street, 2nd Floor, Brooklyn, NY. 11229

15. REPORT OF SERVICES RENDERED -- ATTACH ADDITIONAL SHEETS IF NECESSARY

Date of Service	Place of Service Including Zip Code	Description of Treatment or Health Service Rendered	Unit	Fee Schedule Treatment Code	Charges
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Caloric vestibular test, with recording, bilateral; bithermal (i.e. one warm and one cool irrigation in each ear for a total of four irrigations	1	92537	$ 87.12
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Basic vestibular evaluation, includes spontaneous nystagmus test with eccentric gaze fixation nystagmus, with recording, positional nystagmus test, minimum of 4 positions, with recording, oprokinetic nystagmus test, bidirectional foveal and peripheral	1	92540	$ 140.39
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Sinusoidal vertical axis rotational testing	1	92546-59	$ 91.77
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Sinusoidal vertical axis rotational testing	1	92546-59-76	$ 91.77
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547	$ 56.12
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Computerized dynamic posturography	1	92548	$ 187.19

TOTAL CHARGES TO DATE $ 654.39

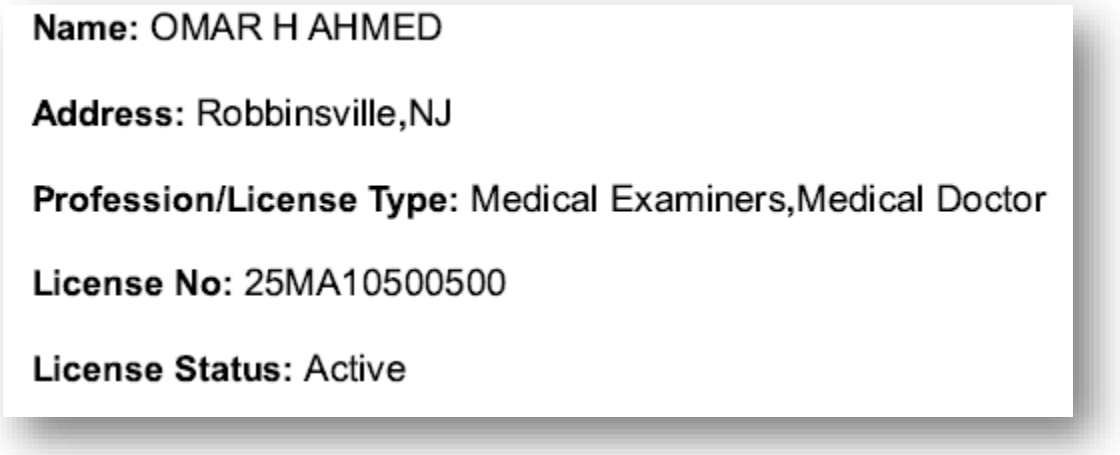
16. IF TREATING PROVIDER IS DIFFERENT THAN BILLING PROVIDER COMPLETE THE FOLLOWING:

TREATING PROVIDER'S NAME	TITLE	LICENSE OR CERTIFICATION NO.	BUSINESS RELATIONSHIP CHECK APPLICABLE BOX		
			EMPLOYEE	INDEPENDENT CONTRACTOR	OTHER (SPECIFY)
Omar Ahmed	MD	Lic # 25MA10500500	Yes		

DATE	PROVIDER'S SIGNATURE
02/21/2022	Crystal Antoine Pepetuoski

303. According to the New Jersey Division of Consumer Affairs, medical license #25MA10500500 is issued to non-party Omar H. Ahmed, M.D.

304. A true and accurate representative example of medical license #25MA10500500 is depicted below:


Name: OMAR H AHMED

Address: Robbinsville,NJ

Profession/License Type: Medical Examiners,Medical Doctor

License No: 25MA10500500

License Status: Active

305. By signing the fraudulent bills, Pepeljugoski and Sanitas Medical are culpable for these fraudulent acts.

306. Omar H. Ahmed, M.D. never signed a bill for Sanitas Medical and does not recognize any of the patients on the bills for Sanitas Medical pursuant to a signed affidavit.

307. This billing for Sanitas Medical was submitted under a different name to avoid detection by Travelers.

308. Sanitas Medical falsely billed for performing medically unnecessary and excessive TCD testing, VNG testing, and CVT testing on Travelers claimants.

309. Sanitas Medical engaged in a pattern of mail fraud racketeering activity to further the Defendants' scheme.

310. Because Sanitas Medical was unlawfully owned and operated by the unknown layowners, Sanitas Medical was operated in direct violation of N.Y. Bus. Corp. Law § 1508 and was therefore never lawfully entitled to seek or collect insurance benefit payments pursuant to N.Y. Ins. Law § 5102.

311. Sanitas Medical constitutes a legal entity enterprise within the meaning of 18 U.S.C. § 1961(4).

312. Ahmed and Pepeljugoski operated and controlled Sanitas Medical by facilitating Sanitas Medical billing for: (1) tests and services furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services, in certain instances, that were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

m. Crystal Antoine Pepeljugoski, M.D.

313. Pepeljugoski resides in and is a citizen of the State of New York.

314. At all relevant times, Pepeljugoski has been licensed to provide medical services in the State of New York.

315. Pepeljugoski is the owner of Sanitas Medical.

316. Through Sanitas Medical, Pepeljugoski engaged in the predetermined treatment protocol of fraudulent, unlawful, and medically unnecessary services that were nearly identical to those employed by the PC Defendants.

317. Pepeljugoski facilitated the fictitious billing by Sanitas Medical.

318. Pepeljugoski ceded control of Sanitas Medical to unknown lay persons.

319. Because she directly participated in the operation and management of the Sanitas Medical enterprise throughout the course of this scheme, Pepeljugoski is responsible for the fraudulent services provided to patients of Sanitas Medical, and thereby also jointly and severally liable for the payments that Travelers was wrongfully induced to make to these entities.

III. JURISDICTION AND VENUE

320. Subject matter jurisdiction over this action is conferred upon this Court by 28 U.S.C. §§ 1331 and 1332.

321. Supplemental jurisdiction over the plaintiffs' state law claims is proper pursuant to 28 U.S.C. § 1367.

322. Venue is proper pursuant to 28 U.S.C. § 1391(a)(2) and (c) whereas the vast majority of the acts known to Travelers alleged herein were carried out within the Eastern District of New York.

323. At all relevant times, the defendants have engaged in purposeful activities in New York by seeking and submitting payment demands for claims made under New York law, as detailed, *infra*.

324. The Defendants' activities in and contacts with New York were purposely sought and transacted to take advantage of the benefits available under New York law.

325. As the allegations and causes of action in the within Complaint arise from the defendants' fraudulent demands for payment under the laws of New York, there is no question that there exists a substantial relationship between the transactions at issue, and Travelers' causes of action.

IV. APPLICABLE INSURANCE LAWS AND LICENSING STATUTES

A. NEW YORK'S INSURANCE LAWS AND REGULATIONS

326. Travelers underwrites automobile insurance in the State of New York.

327. New York's insurance laws are designed to ensure that injured victims of motor vehicle accidents have an efficient mechanism to pay reasonable fees for necessary healthcare services.

328. Under New York's Comprehensive Motor Vehicle Insurance Reparations Act (N.Y. Ins. Law § 5101, *et seq.*), and the regulations promulgated pursuant thereto (11 N.Y.C.R.R. § 65, *et seq.*) (collectively, "the insurance laws"), automobile insurers are required to provide Personal Injury Protection Benefits (hereinafter, "insurance benefits") to Travelers Claimants.

329. Under New York insurance law, individuals are entitled to be compensated for "basic economic loss" resulting from injuries caused by the operation of a motor vehicle.

330. "Basic economic loss" is defined to include "all necessary expenses" for medical services. N.Y. Ins. Law § 5102(a)(1); 11 N.Y.C.R.R. § 65-1.1.

331. Insurance benefits include up to $50,000.00 per Travelers claimant for reasonable expenses that are incurred for necessary healthcare goods and services.

332. A patient can assign their insurance benefits to healthcare service providers.

333. Pursuant to a duly executed assignment, a healthcare provider may submit claims directly to an insurance company and receive payment for necessary medical services rendered, using the claim form required by the New York State Department of Financial Services formerly known as the New York State Department of Insurance ("DOI") (known as "Verification of Treatment by Attending Physician or Other Provider of Health Service" or more commonly as an "NF-3").

334. Alternatively, healthcare providers may submit claims to insurance carriers using the Health Insurance Claim Form (known as the "CMS-1500" form and formerly known as the "HCFA-1500" form).

335. The NF-3 and CMS-1500 forms are important documents in the insurance industry. They certify that the provider's request for payment is not materially false, misleading,

or fraudulent. 11 N.Y.C.R.R. § 65.3-11(a); N.Y. Ins. Law § 403(d).

336. Pursuant to N.Y. Ins. Law § 403(d), each NF-3 and CMS-1500 form carry the same warning by substance: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime."

337. A healthcare provider makes a material misrepresentation when it submits an NF-3 or CMS-1500 form that either omits or misrepresents material information about the provider's eligibility to seek or collect payment under New York's insurance laws.

338. It is a material misrepresentation to submit NF-3 and CMS-1500 forms for treatment, tests, DME equipment, prescription drugs, and services that: (a) are never provided; (b) are billed in violation of state and local licensure law; (c) not medically necessary; or (d) are billed at a greater monetary charge than is permitted by the applicable Fee Schedule.

339. Under New York law, a provider of healthcare services is not eligible for insurance reimbursement if the provider fails to meet **any** applicable New York state or local licensing requirement necessary to perform such service in New York, **or** if the provider fails to meet **any** licensing requirement necessary to perform the service in any other state in which the service is performed. 11 N.Y.C.R.R. § 65-3.16(a)(12) (emphasis added).

340. Accordingly, if a professional healthcare service provider fails to meet any applicable licensing requirement necessary to perform a service, then the provider is not lawfully entitled to seek or collect insurance benefits under New York's insurance laws.

341. As alleged herein, the Defendants failed to comply with several laws and regulations when providing healthcare services to claimants during the course of this scheme;

therefore, the Defendants are not—and never were—eligible to seek or collect insurance benefits from Travelers.

342. A healthcare provider makes a material misrepresentation when it submits an NF-3 form that either omits or misrepresents material information about the provider's eligibility to seek or collect payment under New York's insurance laws.

343. A healthcare provider's omission or misrepresentation of material facts can take many forms, including false or misleading information about (a) the ownership of a PC seeking payment, or (b) the identity of the actual provider of the service.

344. A healthcare provider's representations about PC ownership and control are material because under New York law only a licensed physician can (a) practice medicine, (b) own and control a PC organized to practice medicine, (c) employ and supervise other physicians, and (d) derive economic benefit from the delivery of physician services (absent limited exceptions not applicable here).

345. Likewise, a medical provider's representations about the actual provider of the billed-for services are material because under New York law a medical provider operating as a PC is only eligible for compensation if the billed-for services are provided by an owner or employee of the PC.

346. If a PC uses independent contractors, instead of employees, to provide medical services, then the PC is not eligible to seek or collect payment under New York's insurance laws.

347. It is a material misrepresentation to submit NF-3 forms for treatment, tests, DME equipment, prescription drugs, and services that (a) are never provided; or (b) are billed as expensive/complex procedures when, in reality, a less complex and less expensive service are actually provided.

B. CONTROL OF PROFESSIONAL SERVICE CORPORATIONS

348. New York's insurance laws expressly provide that "[a] provider of health care services is not eligible for reimbursement under section 5102(a)(1) of the Insurance Law if the provider fails to meet any applicable New York State or local licensing requirement necessary to perform such service in New York." *See* 11 N.Y.C.R.R. § 65-3.16(a)(12).

349. New York Business Corporation Law § 1504 provides that no professional service corporation may render professional services except through individuals authorized by law to render such professional services.

350. New York Business Corporation Law § 1507 prohibits a professional service corporation from issuing shares to individuals unless they are "engaged in the practice of such profession in such a corporation." It also prohibits such shareholder(s) from entering into any agreement, granting proxies, or transferring control to individuals who are not authorized by law to practice the profession for which the professional corporation is authorized to practice.

351. Pursuant to New York Business Corporation Law § 1508, no individual may be a director or officer of a professional service corporation unless he is authorized by law to practice in this state a profession that such corporation is authorized to practice.

352. Under New York Education Law § 6530(19), it is professional misconduct for a licensed physician to permit any person to share in the fees for professional services, other than a partner, employee, associate of a professional firm or corporation, professional subcontractor or consultant authorized to practice medicine, or a legally authorized trainee practicing under the supervision of a licensee.

353. Under New York Education Law § 6530, it is also professional misconduct for a licensed physician to (a) practice the profession fraudulently, (b) order excessive tests or

treatments not warranted by the condition of the patient, and (c) fail to maintain a record for each patient that accurately reflects the evaluation and treatment of the patient.

354. Moreover, for a provider of healthcare services to be eligible to bill for and collect charges from an insurer for healthcare services pursuant to N.Y. Ins. Law § 5102(a), it must be the actual provider of the service. Under the insurance laws, a professional service corporation is not eligible to bill or collect for services that were rendered by persons who are not direct employees of the professional service corporation, such as independent contractors.

355. In New York, insurers are not precluded from seeking affirmative recovery against individuals and entities that have violated the above statutes and regulations.

356. In *State Farm Mut. Auto. Ins. Co. v. Mallela*, 827 N.E.2d 758 (N.Y. 2005), the New York Court of Appeals upheld 11 N.Y.C.R.R. § 65-3.16(a)(12) by holding that corporations organized and registered to provide professional healthcare services that are fraudulently incorporated under New York Business Corporations Law §§ 1507 and 1508 and New York Education Law § 6507(4)(c) (i.e., those corporations that are operated and/or controlled by individuals or entities not licensed or authorized to provide the professional healthcare services that the corporations are organized and registered to provide) are not entitled to insurance reimbursement.

357. When determining a medical provider's reimbursement eligibility under New York's insurance laws, insurers are allowed to "look beyond the face of licensing documents to identify willful and material failure to abide by state and local law," such as actual ownership of the practice by an unlicensed individual. *Mallela*, 827 N.E.2d at 761.

358. The New York Court of Appeals made clear that *Mallela* does not require a finding of fraud for an insurer to withhold payments to a medical service corporation improperly

controlled by non-physicians." *Andrew Carrothers, M.D., P.C. v. Progressive Ins. Co.*, 128 N.E.3d 153, 163 (N.Y. 2019) ("A corporate practice that shows 'willful and material failure to abide by' licensing and incorporation statutes may support a finding that the provider is not an eligible recipient of reimbursement under 11 N.Y.C.R.R. § 65-3.16(a)(12) without meeting the traditional elements of common-law fraud." (internal citations omitted)).

359. In the matter *Metroscan Imaging, P.C. v. GEICO Ins. Co.*, 823 N.Y.S.2d 818, 821-822 (N.Y. App. Term, 2d Dep't 2006), the court held that an insurer may maintain a cause of action against a fraudulently incorporated medical provider to recover monies paid on or after April 5, 2002 (the effective date of 11 N.Y.C.R.R. § 65-3.16(a)(12)).

360. Moreover, in terms of the fees charged by healthcare providers, the New York Workers' Compensation Board has established a schedule of fees known commonly as the "Workers' Compensation Fee Schedule" ("Fee Schedule").

361. The Fee Schedule is used by healthcare providers and insurers to determine the level of reimbursement payable on legitimate claims.

362. Under Insurance Law § 5102(a)(1), the term "basic economic loss" covers "all necessary expenses incurred for…medical…surgical…physical therapy…[and] any other professional health services."

363. In determining basic economic loss, the expenses incurred under Insurance Law § 5102(a)(1) "shall be in accordance with the limitations" of Insurance Law § 5108.

364. Pursuant to Insurance Law § 5108(b), the Superintendent of Insurance "shall promulgate rules and regulations implementing and coordinating the provisions of [the No-Fault laws] and the workers' compensation law with respect to the charges for the professional health services specified" in Insurance Law § 5102(a)(1), "including the establishment of schedules for

all such services for which schedules have not been prepared and established by the chairman of the workers' compensation board."

365. As detailed below, the Defendants violated one or more of these New York statutes and regulations through the operation and management of the PC Defendants.

C. NEW YORK LAWS APPLICABLE TO PROFESSIONAL HEALTHCARE SERVICE PROVIDERS

366. Additionally, New York's Education Law and Business Corporation Law also apply to professional healthcare providers, such as individual licensees and professional service enterprises.

367. Under New York Education Law § 6530, it is professional misconduct for a licensed physician to (a) practice the profession fraudulently, (b) order excessive tests or treatment not warranted by the condition of the patient, and (c) fail to maintain a record for each patient that accurately reflects the evaluation and treatment of the patient.

368. Moreover, New York law prohibits physicians from taking advantage of their patients for their own or someone else's financial gain, such as through accepting fees in exchange for referrals or promoting the sale of certain services or goods.

369. Specifically, New York Education Law § 65309(18) provides that professional misconduct for physicians includes "[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."

370. Further, a physician engages in professional misconduct in "[e]xercising undue influence on the patient, including the promotion of the sale of services, goods, appliances, or drugs in such manner as to exploit the patient for the financial gain of the licensee or of a third

party." N.Y. Educ. Law § 6530(17).

371. Similarly, section 6531 provides for an additional definition of professional misconduct for physicians in the case where a physician "has directly or indirectly requested, received or participated in the division, transference, assignment, rebate, splitting, or refunding of a fee for, or has directly 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 professional care or service, including…physiotherapy or other therapeutic service or equipment…[or] orthopedic or surgical appliances or supplies…or any other goods, services, or supplies prescribed for medical diagnosis, care, or treatment under this chapter[.]" N.Y. Educ. Law. § 6531.

D. NEW YORK WORKERS' COMPENSATION FEE SCHEDULE

372. In terms of the fees charged by healthcare providers, the New York Workers' Compensation Board has established a schedule of fees known commonly as the "Workers' Compensation Fee Schedule" ("NY Fee Schedule").

373. The NY Fee Schedule is used by healthcare providers and insurers to determine the level of reimbursement payable on legitimate claims.

374. The purpose of the NY Fee Schedule is to: (a) provide comprehensive billing guidelines to allow healthcare providers to appropriately describe their services and minimize disputes over reimbursement through the establishment of maximum permissible fees that can be charged for services included in the Fee Schedule; and (b) set limits on charges that can be advanced by healthcare service providers to protect claimants from having their medical benefit limits artificially eroded by excessive fees.

375. Under Insurance Law § 5102(a)(1), the term "basic Economic loss" covers "all necessary expenses insured for…medical, hospital…, surgical…[and] any other professional health services."

376. In determining basic economic loss, the expenses incurred under Insurance Law § 5102(a)(1) "shall be in accordance with the limitations" of Insurance Law § 5108.

377. Pursuant to Insurance Law § 5108(b), the Superintendent of Insurance "shall promulgate rules and regulations implementing and coordinating the provisions of [the No-Fault laws] and the workers' compensation law with respect to the charges for the professional health services specified" in Insurance Law § 51029a)(1), "including the establishment of schedules for all such services for which schedules have not been prepared and established by the chairman of the workers' compensation board."

378. Insurance Law § 5108(a) also provides that the "charges for services specified in" Insurance Law § 5102(a)(1) "shall not exceed the charges permissible under the schedule prepared and established by the chairman of the workers' compensation board." *See also* 11 N.Y.C.R.R. § 65-3.16(a)(1) ("Payment for medical expenses shall be in accordance with fee schedules promulgated under section 5108 of the Insurance Law…").

E. NEW YORK LAW REGARDING SELF-REFERRALS

379. The Public Health Laws prohibit certain financial arrangements between health care providers to protect against potential abuse, particularly in circumstances in which referrals may be driven by profit rather than by medical necessity of patient care. *See* N.Y. Pub. Health L. § 238-a(5)(b)(vii); *see also Cambridge Med., P.C. v. Allstate Ins. Co.*, 899 F. Supp. 2d 227, 232 (E.D.N.Y. 2012).

380. Where a referral is made in violation of the Public Health Laws, "neither the referring provider nor the provider of the service are entitled to payment from a third-party insurer." *Cambridge Med.*, 899 F. Supp. at 232.

381. When a healthcare provider refers a patient to another provider or facility in which the referring provider, or their immediate family member, has a financial relationship, such a referral creates the risk of unnecessary services because the provider's own financial motivations might be placed ahead of the actual needs of the patient, thereby raising healthcare costs and subjecting patients to unnecessary care.

382. To control the risks posed by such self-referrals, New York Public Health Law § 238-a prohibits certain healthcare service providers from referring patients to another healthcare service provider (or to an immediate family member of the provider) for certain services where a financial relationship exists between the providers.

383. "Financial relationship" is defined by the statute as "an ownership interest, investment interest, or compensation arrangement." *See* N.Y. Pub. Health Law § 238(3); 10 N.Y.C.R.R. § 34-1.2(c); *see also* N.Y. Pub. Health Law § 238-a(3) (defining ownership interest or investment interest).

384. New York Public Health Law § 238-d pertains to practitioner disclosure requirements for certain referrals that are not prohibited by, or subject to an exception under, section 238-a. *See also* 10 N.Y.C.R.R. § 34-1.5(a).

385. Section 238-d(1)(a) prohibits a practitioner from making "a referral to a health care provider for the furnishing of any health or health related items or services where such practitioner or immediate family member of such practitioner has…an ownership or investment interest…with such health care provider" without disclosing the financial relationship to the

patient. *See also* 10 N.Y.C.R.R. § 34-1.5(a)(1).

386. Section 238-d(2) requires that the disclosure "provide notice of any such financial relationship and shall also inform the patient of his or her right to utilize a specifically identified alternative health care provider if any such alternative is reasonably available." *See also* 10 N.Y.C.R.R. § 34-1.5(b).

387. The applicable regulations prescribe the form that the disclosure must take and also require that the disclosure "be posted prominently in the practitioner's office." *See* 10 N.Y.C.R.R. § 34-1.5(b); 10 N.Y.C.R.R. § 34-1.6.

388. Accordingly, if a referral is subject to section 238-d and the disclosure requirement is not met, then the provider has failed to comply with applicable licensing regulations and is therefore ineligible to collect insurance payments.

V. FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

389. New York's insurance system is designed to provide patients and healthcare providers with compensation for the provision of healthcare services and is also designed to require prompt payment of patient claims.

390. However, New York's insurance laws and enacting regulations are clear that providers are not eligible to seek or receive reimbursement under Insurance Law § 5102 if they fail to meet ***any*** New York State or local licensing requirement necessary to perform such services in New York.

391. As alleged herein, the Defendants have taken advantage of New York's insurance system by causing the PC Defendants to demand and collect insurance benefit payments from Travelers in connection with: (1) tests and services that were furnished pursuant to a prohibited financial, compensation, and ownership structure; (2) tests and services that, in certain instances,

were never actually rendered; (3) tests and services that were not provided in the manner represented in the bills submitted to Travelers; (4) tests and services that were provided pursuant to an unlawful referral scheme; (5) tests and services that were excessive, not clinically necessary, and rendered pursuant to a predetermined protocol designed solely to ensure financial enrichment; (6) tests and services that were in many instances provided by independent contractors; and (7) tests and services that were fraudulently billed.

392. When seeking insurance benefit payments on behalf of Travelers' claimants, the Defendants knowingly and purposely caused the PC Defendants to submit documentation to Travelers reflecting tests and services that were excessive, not clinically necessary, and fraudulently billed.

393. To conceal the excessive, unnecessary, and fraudulently billed tests and services provided to Travelers' claimants, the PC Defendants misrepresented and/or exaggerated the conditions and diagnoses of the Travelers' claimants.

394. When seeking insurance benefit payments on behalf of the Travelers' claimants, the Defendants also knowingly and purposely caused the PC Defendants to submit documentation to Travelers that misrepresented the nature of the services actually provided.

395. To conceal the true nature of the healthcare services actually provided and to inflate their claims for payment with respect to Travelers' claimants, the PC Defendants submitted documentation and invoices to Travelers that mispresented the nature and extent of certain examinations, diagnostic tests, and healthcare services.

396. Additionally, when seeking insurance benefit payments on behalf of Travelers' claimants, the Defendants knowingly and purposely caused one or more of the PC Defendants to

submit claims to Travelers seeking insurance benefit payments even though the provider was not lawfully eligible for payment.

397. For example, in several instances, the PC Defendants submitted insurance benefit claims to Travelers on behalf of Travelers' claimants when the billed-for services were provided by an independent contractor, or when the registered owner of the provider entity failed to control the company.

398. In all such cases, the insurance benefit claims were fraudulent under New York law, and the Defendants purposely and knowingly concealed the fraudulent nature of the claims by materially misrepresenting the identity of the person(s) who actually delivered the billed-for services to Travelers' claimants.

399. Finally, the Defendants further exploited New York's insurance system by causing the PC Defendants to seek and collect insurance benefit payments from Travelers knowing that (a) the PC Defendants were operated, managed, and controlled by one or more non-licensed layperson, and (b) the PC Defendants were caused to split their professional fees and profits with one or more non-licensed layperson.

400. As alleged herein, acting through Ahmed, Gelb, and the owners of the Fictitious Billing PCs, the unknown layowner co-conspirators exercised control over the operation and management of the PC Defendants and compromised patient care, as the provision of healthcare services to Travelers' claimants by the PC Defendants was subject to the pecuniary interests of one or more non-licensed layperson.

401. Because the PC Defendants (a) were operated, managed, and controlled by one or more non-licensed layperson, and (b) were caused to split their professional fees and profits with one or more non-licensed layperson, the PC Defendants were operated in violation of New York

law, thus rendering each of the PC Defendants completely ineligible for insurance reimbursement under Insurance Law § 5102(a)(1).

402. By demanding insurance benefit payments from Travelers on behalf of Travelers' claimants, the Defendants, at all relevant times, knowingly and purposely caused the PC Defendants to seek and collect insurance benefit payments from Travelers even though the PC Defendants were not lawfully eligible to seek or collect such payments.

A. UNLAWFUL LAYOWNER CONTROL OF THE PC DEFENDANTS

403. In furtherance of this scheme, Ahmed (and Gelb in connection with Town Medical) owned the Ahmed PCs, which served as specialty clinics offering diagnostic testing services.

404. However, at all relevant times, the Ahmed PCs were actually controlled by the unknown layowners.

405. Upon information and belief, Svetlana Kovaleva a/k/a Melana Kay a/k/a Svetlana Kay ("Kay") is one of the layperson owners of one or more of the Ahmed PCs.

406. Kay has a long-standing relationship with Ahmed and has acted as his biller at one or more of the Ahmed PCs.

407. During an examination under oath of Queens Medical, Ahmed testified to his relationship with Kay.

408. A true and accurate excerpt of Ahmed's testimony on behalf of Queens Medical is depicted below:

Q Do you have any other employees of Queens Medical Diagnostic, PC?

A Yes.

Q Who are they?

A The first one is Melana Kay. The first name is M-E-L-A-N-A, last name is K-A-Y.

Q What does Melana do for you?

A She's the biller.

Q How did you find Melana?

A Word of mouth.

Q How long has Melana worked for you?

A Since inception.

Q Have you worked with Melana previously?

A I said since inception.

***

Q Were you the only person who has access to that bank account?

A Yes.

Q Does anybody have authority to deposit or withdraw money from the bank account?

A Melana is allowed to deposit money into the account but withdraw is my responsibility.

Q Do you have a checkbook for the account?

A Yes.

Q Where is it kept?

A I have it.

Q Does anybody else have access to that checkbook?

A Melana has access to it, but I have to sign the check.

***

Q Where are your patient files stored?

A Melana has them.

409. Gelb admitted that Kay was the manager of one or more of the Ahmed PCs.

410. A true and accurate excerpt of the Gelb affidavit is depicted below:

AFFIDAVIT OF PHYLLIS GELB M.D.

STATE OF NEW YORK)
) s.s.:
COUNTY OF KINGS)

Phyllis Gelb MD, being duly sworn, deposes and states the following is true subject to the penalties of perjury:

1. I have personal knowledge of the statements made in this affidavit.

***

5. This affidavit contains a summary of my knowledge pertaining to Avenue Medical Care, P.C. ("Avenue Medical"), Town Medical, P.C. ("Town Medical"), Melana Kay a/k/a Svetlana Kovaleva ("Ms. Kay"), and Omar Ahmed, M.D. ("Dr. Ahmed"). It is not intended to be an exhaustive account of my experience.

II. Dr. Ahmed and Town Medical

6. In or around December 2020 I received a call from Dr. Ahmed regarding an opportunity related to Town Medical and Avenue Medical (together, the "PCs"). My name was given to Dr. Ahmed by a former colleague and at the time he reached out to me I had never met him.

7. Shortly after receiving the initial call from Dr. Ahmed, I met with him in-person. At that meeting Dr. Ahmed advised that he wanted me to take over ownership of two PCs. Dr. Ahmed told me that he did not want the two PCs in his name because he already had too many medical practices under his own name.

***

11. I never actually treated patients through Town Medical. On the first day I was supposed to begin treating patients through Town Medical, I was injured and did not want to drive to any of Town Medical's offices to treat patients because of my injury. By the time I was able to return to Town Medical, the PC had closed.

12. I learned after Town Medical closed that the PC submitted a large volume of billing for what I understood to be shockwave therapy to the no-fault automobile insurance industry. I had no involvement in providing or billing for these services through Town Medical, and I did not refer any specific patients for the treatment.

***

14. After my initial meeting with Dr. Ahmed, I have come to understand that Ms. Kay is the person who was responsible for the day-to-day administrative operation of Avenue Medical.

15. Ms. Kay was responsible for, among other things, managing the administrative staff at Avenue Medical, scheduling Avenue Medical to operate at various no-fault locations, billing, receiving and depositing insurance company checks, and finding new no-fault office locations at which Avenue Medical could operate. She was also responsible for finding potential employees for me to interview and train.

***

17. During the time I was working at Avenue Medical, I provided Ms. Kay with a stamp of my signature. She was authorized to use it to stamp my signature on appropriate bills and checks. Neither she, nor anyone else, was authorized to use it for any other purpose outside of my presence.

***

20. Furthermore, during the time I owned Avenue Medical, I learned that someone at Avenue Medical was using my signature stamp on various medical records without my authorization. This may have created the impression that I was the treating provider when, in fact, I was not. I told Ms. Kay and the nurse practitioners not to use my stamp as the nurse practitioners were licensed and that they should be signing.

IV. Prescriptions in My Name

21. I also learned that my signature stamp was used on Avenue Medical treatment records, or certain prescriptions, when in fact I did not examine or treat the patients or authorize the prescriptions. For example, my signature stamp was used on examinations and prescriptions performed on and/or issued on dates of services on which I was not treating patients for Avenue Medical.

***

24. Any prescriptions or referrals in my name issued on dates on which I was not working at Avenue Medical were not issued or authorized by me.

***

39. I have never signed a referral for a patient for transcranial doppler testing in my clinical career at Avenue Medical. I never prepared, reviewed, or signed any letters of medical necessity or peer review rebuttal reports in support of any prescriptions for transcranial doppler testing at Avenue Medical. Any referrals for these services allegedly authorized by me either contain an unauthorized stamped signature or a forged signature.

40. I have never signed a referral for a patient for video nystamography in my clinical career at Avenue Medical. Nor have I ever prepared, reviewed, or signed any letters of medical necessity or peer review rebuttal reports in support of any prescriptions for video nystampography at Avenue Medical. Any referrals for these services allegedly authorized by me either contain an

unauthorized stamped signature or a forged signature.

41. I have never signed a referral for patient for extracorporeal shockwave therapy in my clinical career at Avenue Medical. I never prepared, reviewed, or signed any letters of medical necessity or peer review rebuttal reports in support of any prescriptions for extracorporeal shockwave therapy at Avenue Medical. Any referrals for these services allegedly authorized by me either contain an unauthorized stamped signature or a forged signature.

42. I have never signed a referral for patient for radial pressure wave therapy in my clinical career. Nor have I ever prepared, reviewed, or signed any letters of medical necessity or peer review rebuttal reports in support of any prescriptions for radial pressure wave therapy. Any referrals for these services allegedly authorized by me either contain an unauthorized stamped signature or a forged signature.

43. I have never signed a referral for any Avenue Medical patient for any healthcare services on a date that I was not working for Avenue Medical.

Phyllis Gelb MD

Sworn to before me this
7th day of May 2024

Notary Public

OMAR R. REHMAN
Notary Public, State of New York
No. 02RE6054331
Qualified in Kings County
Certificate Filed in New York County
Commission Expires ~~April 7, 20~~ June 25, 2027

411. According to an affidavit executed by an employee of State Farm Mutual Automobile Insurance Company, Ahmed acknowledged his relationship with Kay.

412. A true and accurate excerpt of the affidavit of Michael Bodnar is depicted below:

16. Ahmed acknowledged that Dr. Colin Clarke may have referred patients in the past to Queens Medical. He also testified that Queens Medical's landlord is Medical Evaluation Services, whose principal is Melana Kay, who is also a Queens Medical employee, is Queens Medical's biller and handles scheduling for Queens Medical.

413. Kay executed insurance policy contracts with Travelers on behalf of Queens Medical.

414. A true and accurate excerpt from a Queens Medical insurance policy is depicted below:

Queens Medical Diagnostic, P.C.
214-29 Jamaica Avenue
Queens Village, NY 11428

Agent/Broker of Record

Please be advised that we wish to name Business Insurance Now46505500 as our exclusive representative effective 2/16/2017 for the lines of business currently in force or submitted by application. This authorization replaces any other authorization that may have been previously completed for any other insurance representative.

☑ Please rescind the 10 day waiting period

☑ There will be no rescission letter

DocuSigned by:
Melana Kay
15EB77AB4705466...
Insured's Signature

2/16/2017
Date

MANAGER
Title (If Applicable)

Queens Medical Diagnostic, P.C.
Company Name

415. Yet, during an examination under oath of Garden Medical, Ahmed denied knowing Kay to Travelers.

416. A true and accurate excerpt of Ahmed's testimony on behalf of Garden Medical is depicted below:

Q Have you ever dealt with an

individual named Svetlana Kay on behalf of Boulevard?

A I don't believe so, no.

417. Kay has admitted to illegally owning medical PCs in violation of New York law. *See* the affidavit of Kay attached hereto as Exhibit 1.

418. A true and accurate excerpt from the affidavit of Kay is depicted below:

AFFIDAVIT OF MELANA KAY

STATE OF NEW YORK)
: ss.
COUNTY OF QUEENS)

Melana Kay, being duly sworn, deposes and states that the following is true to the best of my knowledge and belief, subject to the penalties of perjury:

1. I have personal knowledge of the statements made in this affidavit and would testify as to them in a court of law if called upon to do so.

2. I am represented by counsel in connection with the preparation and signing of this affidavit.

***

16. Shortly after meeting with Dr. Clarke, I agreed to bring him on as the new doctor for the medical practice I had been running since Dr. Carr's passing.

17. Dr. Clarke and I reached an agreement that he and I would be partners in the medical practice. Dr. Clarke and I agreed that I would, for the first three months, be paid 5% of the gross revenue of the medical practice. After the three-month period, and periodically after that, we agreed that my share of the practice's gross revenue would increase.

18. My share of the gross revenue of the practice increased as time went on, and ultimately increased to 18%.

***

25. The clinic locations that I found for the practice were, generally, clinics that had a large No-Fault patient population and needed doctors to write prescriptions for the various durable medical equipment ("DME"), pharmacy, and physical therapy companies that were affiliated with each clinic.

***

44. From the time I began my partnership with Dr. Clarke to when he ended our partnership, I grew the practice from a single location on Jamaica Avenue to at least 10 different clinic locations in Brooklyn, Queens, and the Bronx.

45. In or around 2021, Dr. Clarke ended our partnership. Because our arrangement was never put in writing, and because I knew that only Dr. Clarke could publicly own the practice, I did not pursue any legal action against Dr. Clarke.

46. I never stole any money from Dr. Clarke or from our practice, and Dr. Clarke's allegations that I did steal from him or the practice are simply false.

I have read the above and such facts stated above are all true and correct to the best of my knowledge and belief.

Melana Kay

Melana Kay

419. In addition, at least one other doctor, Michael Jurkowich, M.D. ("Jurkowich"), has admitted that that Kay illegally ran his medical PC in violation of New York law. *See* the affidavit of Jurkowich attached hereto as Exhibit 2.

420. A true and accurate excerpt from the affidavit of Jurkowich is depicted below:

AFFIDAVIT OF MICHAEL JURKOWICH, M.D.

STATE OF NEW YORK)
: ss.
COUNTY OF NASSAU)

Michael Jurkowich, M.D., being duly sworn, deposes and states that the following is true subject to the penalties of perjury.

1. I have personal knowledge of the statements made in this affidavit and would testify as to them in a court of law if called upon to do so.

***

3. I have been represented by my own counsel in connection with the preparation of this affidavit. This affidavit is not intended to be an exhaustive account of my experiences working as a physician.

***

5. In 2016 I was working for Mikhail Kogan, M.D. in a practice known as Pain Solutions. While working in that practice I met Svetlana Kovaleva, a/k/a Melana Kay. I also worked on a part-time basis at Queens Medical Diagnostics, P.C. during the years 2016 through 2018. In 2018, I began working full time for CitiMedical, PLLC ("CitiMed"), and in 2020 I resumed part time work for Queens Medical Diagnostic, P.C. ("Queens Medical"), performing patient evaluations and EMG and NCV services. While working for Queens Medical, I again encountered Melana Kay ("Kay") who had management and billing responsibilities relating to

Queens Medical and as a result, she had access to information relating to my NPI number and medical license.

6. Towards the end of 2020 and beginning of 2021, I was growing tired of working for practices owned by others. I spoke with Kay, and she mentioned an opportunity she could facilitate, where I could treat no-fault patients at several clinics located in the Metropolitan area. Kay helped me get started by introducing me to individuals who ran clinics where she claimed I could treat no-fault patients.

7. The clinics Kay had relationships with, included, but were not necessarily limited to: (i) 152-80 Rockaway Boulevard, Queens; (ii) 3000 Eastchester Road, Bronx; (iii) 37-03 92nd St., Jackson Heights, New York; (iv) 607 Westchester Avenue, Bronx; (v) 30 South Central Avenue, Valley Stream; (vi) 243-51 Merrick Boulevard, Queens; and (vii) 102-34 Atlantic Ave, Ozone Park New York(collectively, the "Clinics"). In light of this, I formed Atlas Rehab, and with the assistance of Kay I began treating no-fault patients at these Clinics around May 2021. While working at these Clinics, I learned that there were certain expectations for a medical physician, in order to continue to operate from the Clinics. Specifically, physicians were told that the healthcare providers who treated patients at these clinics were expected to use "specialty" pharmacies as I was told that not all pharmacies would accept no-fault insurance and therefore, I was directed to use specific pharmacies.

8. I last treated patients at these Clinics under Atlas Rehab on or around June 2023. I ceased rendering services after discovering that unauthorized prescriptions for pharmaceuticals and orders for durable medical equipment were being submitted to pharmacies and durable medical equipment suppliers in my name or in the name of my practice. After months of investigation I learned that such orders contained obvious forgeries of my signature and were being created by

nonprofessionals who were working at those clinics and from a unique IP address that is linked to Queens Village New York, where Melana Kay maintained her office. From that IP address I was able to identify dozens of instances when unauthorized access to my electronic medical record system had taken place, using my electronic record access credentials. It appears that Kay, along with other individuals who control those clinics used my name, license and the tax identification number of Atlas Rehab to bill for services and prescribe medication and durable medical equipment ("DME") that was never authorized by me or my staff healthcare providers and for which I had no knowledge.

***

20. While I do not know the identities of all the individuals responsible for the performance of the unauthorized services and submission of billing under Atlas Rehab, it is my belief that Kay and others to whom she introduced me were involved in the performance of the unauthorized services and the generation of the fraudulent billing that was submitted to automobile insurers because: (i) she had access to my information and that of Atlas Rehab, and (ii) she was the one that assisted me with getting started in the treatment of no-fault patients at the Clinics.

Michael Jurkowich, M.D.

421. Many of the Ahmed PCs and Fictitious Billing PCs billed for services that were performed at clinic locations controlled by Kay.

422. Five Towns, Ridgewood Medical, and Pitch Medical billed Travelers for healthcare services allegedly provided at 3000 Eastchester Road, Bronx, NY 10469, which was controlled by Kay.

423. Five Towns, Go Medical, and Ridgewood Medical billed Travelers for healthcare services allegedly provided at 30 South Central Ave, Valley Stream, NY 11580, which was controlled by Kay.

424. Go Medical and Levitan Medical billed Travelers for healthcare services allegedly provided at 102-34 Atlantic Ave, Ozone Park, NY 11416, which was controlled by Kay.

425. Queens Medical billed Travelers for healthcare services allegedly provided at 214-29 Jamaica Avenue, Jamaica, NY 11428, which was controlled by Kay.

426. Ahmed admitted to "paying rent" to clinics affiliated with Kay.

427. According to allegations contained within *State Farm Mut. Auto. Ins. Co. v. ENS Medical, P.C.*, No. 1:23-cv-06937-OEM-VMS (E.D.N.Y. 2023) and *Allstate Ins. Co. v. Ahmed*, No. 1:24-cv-03126-JRC (E.D.N.Y. 2024), Ahmed entered into sham leases designed to maximize unlawful referrals with clinics affiliated with Kay.

428. A true and accurate excerpt from the *State Farm Mut. Auto. Ins. Co. v. ENS Medical, P.C.* lawsuit is depicted below:

> 68. Queens Medical claims to pay rent for the use of space in these locations, but, in fact, its purported leases are shams to hide payments for access to patients. Dr. Ahmed has admitted that Queens Medical's lease agreements do not provide for use of space on any fixed days of the month. Rather, arrangements involve individuals affiliated with locations communicating with Queen's Medical employees Svetlana Kay or Sarah Anthony, to "let us know what is a good day for us to come when patients are expected to be there."

429. A true and accurate excerpt from the *Allstate Ins. Co. v. Ahmed* lawsuit is depicted below:[4]

128. Moreover, Melana Kay is the president of MESB and MCSB, two entities that received large amounts of unexplained payments from Queens Medical. Copies of the corporate resolutions filed with TD Bank for MCSB and MESB identify Kay as the president of those entities. Ahmed's prior testimony regarding Queens Medical indicated that Queens Medical paid $3,000.00 per month to MESB for "rent." However, a review of Queens Medical's corporate bank records revealed that Queens Medical paid far more than the $3,000.00 per month to Kay, MESB, and MCSB. Queens Medical issued the following amounts to Kay, MESB, and MCSB:

Year	Payments to MESB	Payments to MCSB	Payments to Kay	Total
2017	$52,300.00	None	$52,652.08	$104,952.08
2018	$106,900.00	$9,000.00	$57,340.04	$173,240.04
2019	$9,000.00	$182,000.00	$83,296.26	$274,296.26
2020	$283,000.00	$80,000.00	$88,405.44	$451,405.44
2021	$124,000.00	$7,000.00	$29,003.36	$160,003.36
TOTAL	**$575,200.00**	**$278,000.00**	**$310,703.18**	**$1,163,903.181**

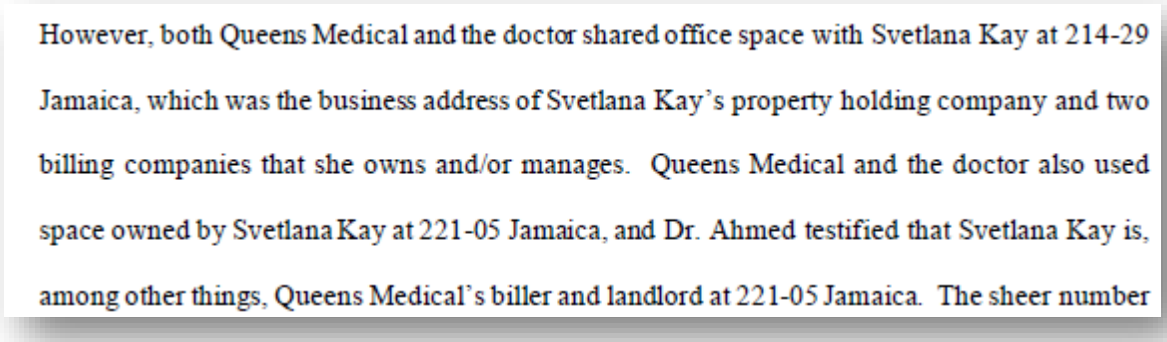
430. According to allegations contained within *State Farm Mut. Auto. Ins. Co. v. ENS Medical, P.C.*, Kay shared business addresses with Ahmed and Queens Medical.

431. A true and accurate excerpt from the *State Farm Mut. Auto. Ins. Co. v. ENS Medical, P.C.* lawsuit is depicted below:

[4] "MESB" refers to Medical Evaluation Services and Billing, Inc. "MCSB" refers to Medical Consultation Services & Billing Inc.

22. Also located at 214-29 Jamaica during the period Queens Medical operated at that address were two medical billing companies owned and/or operated by Svetlana Kay Kovaleva a/k/a Melana Kay ("Svetlana Kay"): Medical Evaluation Services and Billing, Inc. and Med Consulting and Management Inc. On March 19, 2018, Svetlana Kay formed a property holding company, KC Queens Properties LLC ("KC Queens Properties") with a business address of 214-29 Jamaica. On or about July 3, 2018, Svetlana Kay's holding company, KC Queens Properties, purchased the building at 221-05 Jamaica, and after building renovations were completed in early 2019, 221-05 Jamaica opened as a medical clinic with the name "Queensboro Medical Group" emblazoned on its awning. At that time, Queens Medical and other providers who had previously treated patients at 214-29 Jamaica, began treating patients at 221-05 Jamaica. Dr. Ahmed has testified that Svetlana Kay is also on Queens Medical's payroll as an employee who does its billing, handles the scheduling of Queens Medical's medical professionals and technicians at the locations where Queens Medical performs services, assists in the submission of collections and arbitration paperwork, and supervises the dictation of examination forms and their filing. On March 25, 2022, GEICO filed a federal lawsuit against Queens Medical, Dr. Ahmed, and others alleging, among other things, that Queens Medical performed and billed for medically unnecessary examinations, EDX Tests, and VNG and TCD tests. *See GEICO, et al. v. Ahmed, et al.*, 1:22-cv-01679-ENV-SJB (E.D.N.Y.).

432. A true and accurate excerpt from the *State Farm Mut. Auto. Ins. Co. v. ENS Medical, P.C.* lawsuit is depicted below:



However, both Queens Medical and the doctor shared office space with Svetlana Kay at 214-29 Jamaica, which was the business address of Svetlana Kay's property holding company and two billing companies that she owns and/or manages. Queens Medical and the doctor also used space owned by Svetlana Kay at 221-05 Jamaica, and Dr. Ahmed testified that Svetlana Kay is, among other things, Queens Medical's biller and landlord at 221-05 Jamaica. The sheer number

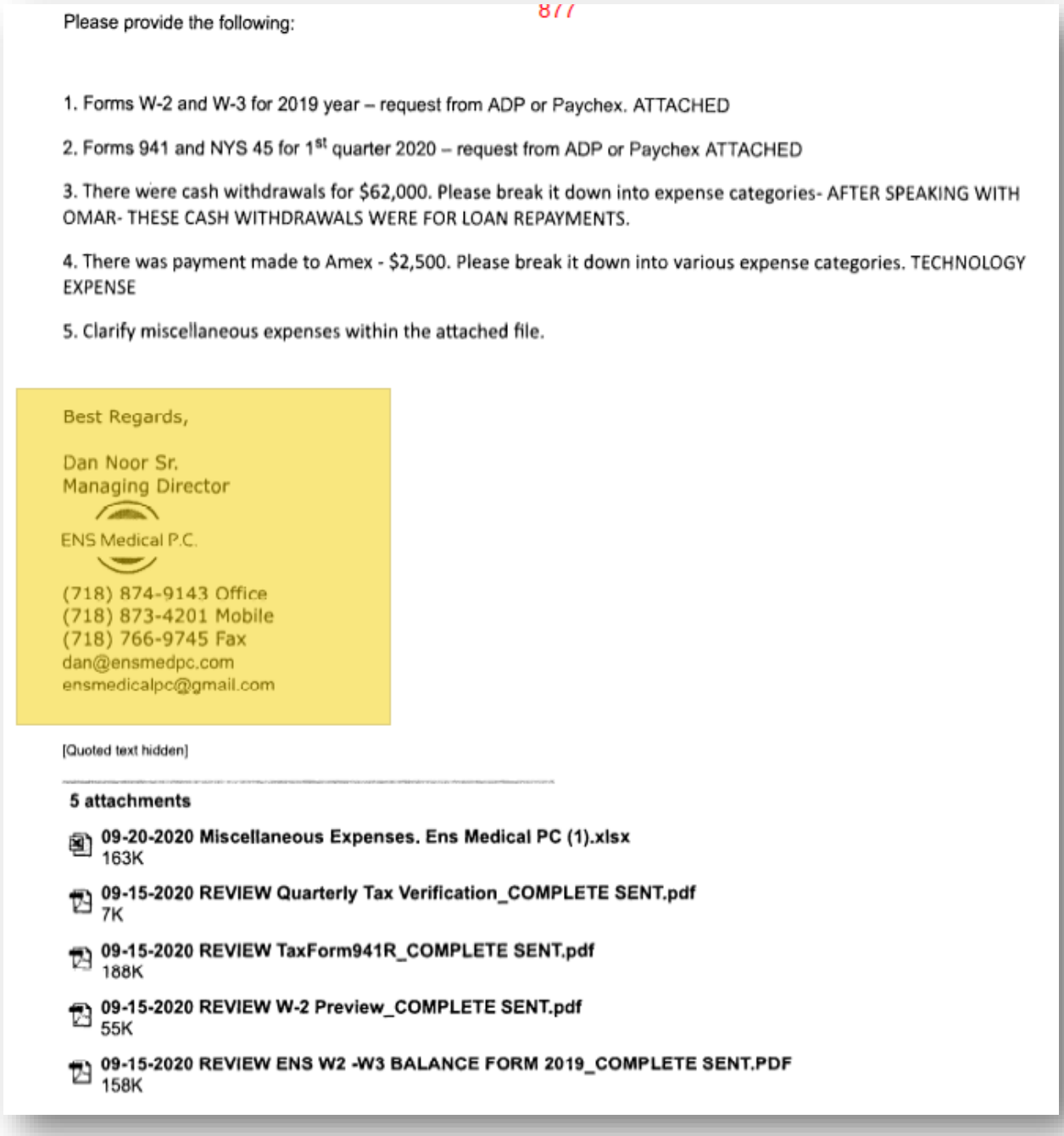
433. Upon information and belief, Danoo Noor, Sr., ("Noor") is one of the layperson owners of one or more of the Ahmed PCs.

434. Noor utilized an e-mail signature block identifying himself as the Managing Director of ENS Medical.

435. A true and accurate excerpt of Noor's e-mail signature block is depicted below:



Dan Noor <dan@ensmedpc.com> Sun, Sep 20, 2020 at 10:00 PM
To: Eric Krupnik <eric@krupniktax.com>
Cc: Omar Ahmed <omarahmed1@hotmail.com>



Please provide the following:

1. Forms W-2 and W-3 for 2019 year – request from ADP or Paychex. ATTACHED

2. Forms 941 and NYS 45 for 1st quarter 2020 – request from ADP or Paychex ATTACHED

3. There were cash withdrawals for $62,000. Please break it down into expense categories- AFTER SPEAKING WITH OMAR- THESE CASH WITHDRAWALS WERE FOR LOAN REPAYMENTS.

4. There was payment made to Amex - $2,500. Please break it down into various expense categories. TECHNOLOGY EXPENSE

5. Clarify miscellaneous expenses within the attached file.

Best Regards,

Dan Noor Sr.
Managing Director
ENS Medical P.C.
(718) 874-9143 Office
(718) 873-4201 Mobile
(718) 766-9745 Fax
dan@ensmedpc.com
ensmedicalpc@gmail.com

[Quoted text hidden]

5 attachments

09-20-2020 Miscellaneous Expenses. Ens Medical PC (1).xlsx
163K

09-15-2020 REVIEW Quarterly Tax Verification_COMPLETE SENT.pdf
7K

09-15-2020 REVIEW TaxForm941R_COMPLETE SENT.pdf
188K

09-15-2020 REVIEW W-2 Preview_COMPLETE SENT.pdf
55K

09-15-2020 REVIEW ENS W2 -W3 BALANCE FORM 2019_COMPLETE SENT.PDF
158K

436. Noor is also listed as a managing member of Town Medical LLC.

437. A true and accurate excerpt of the Town Medical LLC Certificate of Formation is depicted below:

CERTIFICATE OF FORMATION
LIMITED LIABILITY COMPANY

FIRST: The name of the limited liability company is TOWN MEDICAL LLC.

SECOND: The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of its Registered Agent at such address is Corporation Service Company.

THIRD: The Company will be managed by members, the names and street addresses of those who are to serve until their first meeting of members or until their successors are elected:

Dan Noor
272 Darlington Avenue, Brooklyn, NY 11231

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation on this 26th day of January, 2021.

438. Noor is also listed as an authorized user of the financial account for Town Medical LLC.[5]

439. A true and accurate excerpt of the Town Medical LLC signature card is depicted below:

Business Signature Card
with Substitute Form W-9

BANK OF AMERICA
BANK OF AMERICA, N.A. (THE "BANK")

Account Number: [redacted]

Account Type: ☒ Checking ☐ Savings

Account Title: TOWN MEDICAL LLC

***

[5] Town Medical LLC is owned by Gelb and Noor. Upon information and belief, Town Medical LLC is the management company for Town Medical utilized to illegally extract No-Fault monies.

Printed Name	Title (if applicable)	Signature	Date
PHYLLIS MARTHA SEIDLER	MEMBER	Phyllis Seidler	3/3/2021
DANOO NOOR	SIGNER		3/3/2021

440. Upon information and belief, Noor used MDX Solutions Group Inc. to illegally extract monies from Town Medical LLC.

441. Indeed, Gelb admitted in discovery in *Gov't Emps. Ins. Co. v. Ahmed*, No. 1:22-cv-01679-ENV-SJB (E.D.N.Y. 2022) that Noor provided marketing and advertising services to Town Medical LLC.

442. A true and accurate excerpt of Gelb's discovery response in *Gov't Emps. Ins. Co. v. Ahmed* is depicted below:

Defendant responds over the objections without waiving them: Defendant hired, paid, or otherwise utilized the following persons or companies for the specified services, each of which will be fully identified in documents produced to Plaintiffs:

a. Billing and Collection: Mary Esposito, whom I reached at 718 801 3002;

b. Marketing and advertising: Dan Noor, whom I reached at [redacted];
c. Payroll services: ADP, [redacted];
d. Legal Services: Gary Tsirelman, PC;
e. Accounting services: Erik Krupnik, CPA, PLLC, whose business number is [redacted].

443. Ahmed admitted in discovery in *Gov't Emps. Ins. Co. v. Strobeck*, No. 2:22-cv-07477-MKB-AYS (E.D.N.Y. 2023) that Noor was an employee of a company owned by Ahmed: Clinical Ventures LLC ("Clinical Ventures").

444. Ahmed also admitted that Ahmed used MDX Solutions Group Inc., a company owned by Noor, to provide marketing services.

445. A true and accurate excerpt of Clinical Ventures' discovery response in *Gov't Emps. Ins. Co. v. Strobeck* is depicted below:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GOVERNMENT EMPLOYEES INSURANCE COMPANY, GEICO INDEMNITY COMPANY, GEICO GENERAL INSURANCE COMPANY and GEICO CASUALTY COMPANY, *Plaintiffs,* *-against-* JOHN STROBECK, M.D., INTEGRATED DIAGNOSTIC IMAGING & CARDIOLOGY OF STATEN ISLAND P.C., HEART LUNG ASSOCIATES MEDICAL, P.C., JS MARBLE MEDICAL CARE, P.C. a/k/a JS MARBLE MEDICAL P.C., HEART-LUNG CENTER CONSULTANTS, INC., DANOO NOOR SR. a/k/a DAN NOOR, MDX SOLUTIONS GROUP INC., ORBITIS GROUP LLC, CLINICAL VENTURES LLC, BALIUS LLC, and JOHN DOE DEFENDANTS "1" through "10 *Defendants*	DOCKET NO: 22-cv-07477 (MKB) (AYS) **DEFENDANT'S RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES** ***Clinical Ventures, LLC***

6. Identify each individual and/or entity that: (i) was employed by Clinical Ventures (whether as an employee or independent contractor); (ii) received an IRS Form W-2 or IRS Form 1099 from Clinical Ventures; or (iii) was not employed by Clinical Ventures but performed any services on behalf of Clinical Ventures relating to Strobeck and/or the Strobeck PCs. For each individual and/or entity identified, state the period in which they were associated with Clinical Ventures, any job title, work schedule, duties and responsibilities, annual compensation (whether as salary, profit, distribution, dividend, referral source, lease payment, or otherwise), method by which compensation was determined, dates of employment, and attach any employment contract.

RESPONSE: Objection, the information requested is outside the scope of relevant discovery as per F.R.C.P. 26(b)(1), as it concerns the issues pled in Plaintiff's Complaint. Notwithstanding the aforesaid objections The only individual specifically employed by Clinical Ventures, Inc, was Danoo Noor who was an administrative assistant. I do not recall the exact dates of his employment but he worked for Clinical Ventures from 2018 2022. He did not necessarily work on a daily basis. He had his own company, the co-defendant, MDX Solutions Group, Inc. which performed marketing for my professional entities as well as those of Dr. Strobeck. In addition, my personal secretary Cristina Prince occasionally performed ser ices for Clinical Ventures.

446. Ahmed admitted in discovery in *State Farm. Mut. Auto. Ins. Co. v. ENS Medical* that Noor provided management and marketing services to all of the Ahmed PCs.

447. A true and accurate excerpt of Ahmed's discovery response in *State Farm. Mut. Auto. Ins. Co. v. ENS Medical* is depicted below:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, Plaintiffs,	:	
-against-	:	DOCKET NO: 23-cv-06937 OEM-VMS
ENS Medical, P.C., Atlantic Medical Care, P.C., Northern Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Garden Medical Care, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Omar Ahmed, M.D., Yong Chi, M.D., Delys Eva St. Hill, M.D., and Phyllis Gelb, M.D.,	:	
Defendants	:	

RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES ON BEHALF OF GO MEDICAL, P.C.

11. **INTERROGATORY NO. 14:** Identify all individuals employed by You who have not provided Medical Services on Your behalf, and, for each, include: (a) the person's job title, (b) the time period during which the person provided services for You, and (c) a description of the services each person provided for You.

RESPONSE TO INTERROGATORY NO. 14: In addition to the General Objections, the defendant objects on the ground that the information sought is overly broad, burdensome, vague, irrelevant and immaterial to the issues in this lawsuit. In addition the requests are redundant and could include nearly any non-medical service such as billing, (already provided)

litigation counsel (already provided) accounting and tax preparation (already provided). *Subject to these objections, Cristina Prince, Administrative Assistant to Omar Ahmed, M.D. indirectly rendered services for Go Medical and all of the Ahmed defendants by scheduling treatment sessions and preparing billing. Dan Noor, administrative assistant, provided management services and limited marketing services to all of the Ahmed defendants.*

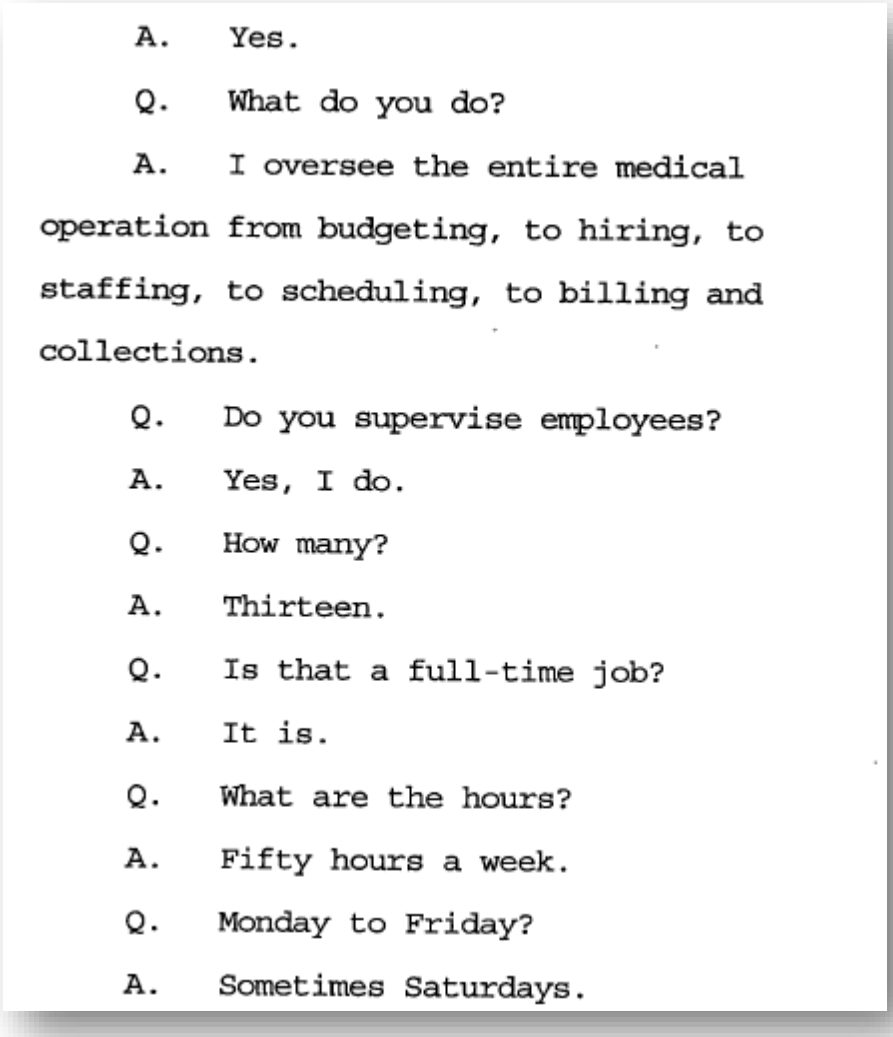
448. Noor admitted that he oversees all operations, including budgets, hiring, staffing, scheduling, billing, and collections for ENS Medical.

449. A true and accurate excerpt of testimony from Noor is depicted below:

Q. What is your title with ENS Medical, P.C.?

A. Practicing manager.

Q. Has that always been your title there?



A. Yes.

Q. What do you do?

A. I oversee the entire medical operation from budgeting, to hiring, to staffing, to scheduling, to billing and collections.

Q. Do you supervise employees?

A. Yes, I do.

Q. How many?

A. Thirteen.

Q. Is that a full-time job?

A. It is.

Q. What are the hours?

A. Fifty hours a week.

Q. Monday to Friday?

A. Sometimes Saturdays.

450. In furtherance of this scheme, Beckles, Levitan, A. Kremer, V. Kremer, Khanna, Carmili, and Pepeljugoski owned the Fictitious Billing PCs, which served as specialty clinics offering diagnostic testing services.

451. Furthermore, the unknown layowners also controlled the Fictitious Billing PCs.

452. The unknown layowners controlled the PC Defendants so that they could profit from the delivery of healthcare services to Travelers' claimants.

453. The unknown layowners recruited Ahmed to act as a nominal owner of the Ahmed PCs to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

454. The unknown layowners recruited Beckles to act as a nominal owner of Beckles MD PC to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

455. The unknown layowners recruited Levitan to act as a nominal owner of Levitan Medical to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

456. The unknown layowners recruited V. Kremer and A. Kremer to act as nominal owners of Five Towns to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

457. The unknown layowners recruited Khanna to act as a nominal owner of Pitch Medical to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

458. The unknown layowners recruited Carmili to act as a nominal owner of Ridgewood Medical to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

459. The unknown layowners recruited Pepeljugoski to act as a nominal owner of Sanitas Medical to obtain the necessary cover to carry out the scheme of fraudulent diagnostic tests and services.

460. In reality, the unknown layowners were actually in control of the PC Defendants and dictated the fraudulent predetermined treatment protocol that was issued to Travelers claimants.

461. Additionally, the PC Defendants have submitted virtually identical billing documentation to Travelers.

462. Indeed, the unknown layowners received the professional fees and profits generated by the PC Defendants.

463. Overall, one or more unlicensed layperson unlawfully owned, operated, and/or controlled the PC Defendants.

464. As a result of this unlawful conduct, the PC Defendants were never eligible to receive insurance reimbursement under New York law.

B. FRAUDULENT TREATMENT PROTOCOL

465. The PC Defendants were designed to allow the Defendants to provide the maximum possible amount of diagnostic testing and services without regard to the individual needs of the Travelers' claimants.

466. The Defendants' treatment protocol was designed to ensure that the PC Defendants submitted false, excessive, and/or inflated charges for consultations, diagnostic testing, and services.

467. Nearly all of the PC Defendant's patients are treated in the same manner—an unlawful referral for a neurological consult, which is used as justification to shepherd the Travelers' claimants through a predetermined course of Bogus Diagnostic Testing, namely (1) TCD testing; (2) ESWT; (3) VNG testing; (4) EDX testing; (5) QSART testing; and (6) CVT testing.

468. Virtually every Travelers' claimant receives a cursory neurological consultation to secure the unlawful referral for a battery of fraudulent diagnostic testing.

469. Following their initial neurological consultation, the Travelers' claimants were ushered through the Defendants' predetermined treatment protocol.

470. Additionally, nearly all of the PC Defendants neurological consultations contain a recommendation that the patient receive one or more Bogus Diagnostic Test (to be performed by one of the PC Defendants).

471. Once evaluated, the Travelers' claimants are then directed to continue their care with the PC Defendants.

472. Overall, it is clear that the Travelers' claimants are funneled to the PC Defendants for the purpose of generating justifications for referrals to specialists for wholly unnecessary and fraudulent diagnostic testing.

1. Fraudulent Neurological Consultations

473. The over-utilized consultations by the PC Defendants served as the initial step in the predetermined treatment protocol. Specifically, this allows the Defendants to start the Travelers' claimant on the course of billing required to perfect the Defendants' fraudulent scheme.

474. The services purportedly provided by the PC Defendants to Travelers' claimants were not rendered based upon the subjective need of any patient, but rather were used to (a) maximize the charges submitted to Travelers, and (b) provide justification for the Bogus Diagnostic Testing provided pursuant to the Defendants' wrongful patient referral arrangements and predetermined treatment protocol.

a. Misrepresentation of Examination Findings

475. The initial consultation reports submitted to Travelers by the Ahmed PCs conclude that virtually every one of the Ahmed PCs patients sustained soft-tissue injuries that necessitate a treatment plan that includes a myriad of diagnostic testing.

476. Many of the initial consultation reports even conclude—at the patient's very first visit—that the patient requires expensive and experimental diagnostic testing.

477. Further, the follow-up examination reports submitted to Travelers by the Ahmed PCs conclude that virtually every one of the Travelers' claimants must continue the predetermined treatment protocol of Bogus Diagnostic Testing.

478. The course of treatment prescribed to Travelers' claimants was designed for the purpose of maximizing the charges to Travelers—and not to benefit the treatment of any patient.

479. Each action taken by the Defendants when treating Travelers' claimants were designed to support the need for the previous service and justify the treatment slated to be provided next.

480. The Ahmed PCs' neurological consultations were rudimentary examinations with boiler plate findings documented in templated, "check the box" forms utilized to push fraudulent diagnostic testing on Travelers' claimants.

481. A true and accurate excerpt of a representative sample of neurological initial consultation is depicted below: