Provider's Name and Address:

Pegasus Medical Care, P.C

c/o Michael J. Lamond, PC PO Box 471, Glen Cove, NY 11542

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		
02/20/23	Facility	10457	Transcranial Doppler Study of the Intracranial arteries - compl	93886	1	$507.34	$507.34
02/20/23	Facility	10457	Transcranial Doppler Study of the Intracranial arteries - vasor	93890	1	$550.40	$550.40
02/20/23	Facility	10457	Transcranial Doppler Study of the Intracranial arteries - embo	93892-59	1	$584.05	$584.05
02/20/23	Facility	10457	VNG-1	92537	1	$87.12	$87.12
02/20/23	Facility	10457	VNG-2	92540	1	$140.37	$140.37
02/20/23	Facility	10457	VNG-3	92548-59	1	$91.77	$91.77

PLACE OF SERVICE ADDRESS: 4226 3rd Ave., Bronx, NY 10457 TOTAL CHARGES: **$1,961.05**

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)
Ahmed Omar, MD		240578			OWNER

883. Pegasus Medical fraudulently billed Travelers through the U.S. Mail for CVT testing for claimant L.H. that was purportedly performed by Ahmed.

884. Travelers was billed through the U.S. Mail for CVT testing by Pegasus Medical for treatment purportedly performed by Ahmed on claimant L.H.

5. Garden Medical

i. Claimant K.L. (claim no. IPG5721)

885. Claimant K.L. (claim no. IPG5721) testified under oath that he only received ESWT once.

886. A true and accurate excerpt of claimant K.L.'s testimony is depicted below:

Q. Did you ever get a type of therapy, it's called shockwave therapy, and it's done with the machine that is put on your body and they put gel on your body and the machine makes a very, very loud repetitive noise?

A. Yes.

Q. Do you remember how many times you may have gotten this type of treatment?

A. I think I got it once.

Q. One time?

A. I got it one time.

***

Q. That therapy with that loud clicking noise with the wand, you're saying that was only done one time; is that correct?

A. Yes, ma'am.

887. Travelers was billed for ESWT on at least four dates of service by Garden Medical for treatment purportedly performed by Ahmed on claimant K.L.

888. A true and accurate excerpt of billing for Garden Medical that was submitted to Travelers is depicted below:

Provider's Name and Address:

Garden Medical Care, PC

c/o Akiva Ofshtein, P.O. Box 090382, Brooklyn, NY 11209

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		
11/02/22	Facility	11218	New Consultation	99241	1	$152.88	$152.88
11/02/22	Facility	11218	Cervical	0101T	1	$700.39	$700.39

PLACE OF SERVICE ADDRESS: 513 Church Ave, Brooklyn, NY 11218 TOTAL CHARGES: $853.27

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

***

Provider's Name and Address:

Garden Medical Care, PC

c/o Akiva Ofshtein, P.O. Box 090382, Brooklyn, NY 11209

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		
11/16/22	Facility	11218	Follow Up- RE	99213	1	$87.80	$87.80
11/16/22	Facility	11218	Cervical	0101T	1	$700.39	$700.39

PLACE OF SERVICE ADDRESS 513 Church Avenue, Brooklyn NY 11218 TOTAL CHARGES: **$788.19**

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

***

Provider's Name and Address:

Garden Medical Care, PC

c/o Akiva Ofshtein, P.O. Box 090382, Brooklyn, NY 11209

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		
11/23/22	Facility	11218	Follow Up- RE	99213	1	$87.80	$87.80
11/23/22	Facility	11218	Cervical	0101T	1	$700.39	$700.39

PLACE OF SERVICE ADDRESS: 513 Church Ave, Brooklyn, NY 11218 TOTAL CHARGES: $788.19

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

***

Provider's Name and Address:

Garden Medical Care, PC

c/o Michael J Lamond, P.O.Box 471, Glen Cove, NY 11542

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		
12/14/22	Facility	11218	Follow Up- RE	99213	1	$87.80	$87.80
12/14/22	Facility	11218	Cervical	0101T	1	$700.39	$700.39

PLACE OF SERVICE ADDRESS	513 Church Ave, Brooklyn, NY 11218		TOTAL CHARGES:		$788.19
18. 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

889. Garden Medical fraudulently billed Travelers through the U.S. Mail for ESWT for claimant K.L. that was purportedly performed by Ahmed.

890. Travelers was billed through the U.S. Mail for ESWT by Garden Medical for treatment purportedly performed by Ahmed on claimant K.L.

ii. Claimant L.H. (claim no. IPG8594)

891. Claimant L.H. (claim no. IPG8594) testified under oath that he did not receive ESWT.

892. A true and accurate excerpt of claimant L.H.'s testimony is depicted below:

Q. Did you ever have a test where again someone may have asked you to lay down on the table and they would rub gel on your body and they would have taken a device and when they applied it to that part where the gel is on your body, you would have heard a crackling sound, almost like a fire cracker or something like a crackling sound? Have you ever heard anything like that?

A. No, I do not recall.

893. Despite this acknowledgement of testing of not being performed, Garden Medical billed Travelers through the U.S. Mail for ESWT for claimant L.H.

894. Ahmed is the listed treating provider for the ESWT that was never performed on claimant L.H.

895. A true and accurate excerpt of billing for Garden Medical that was submitted to Travelers is depicted below:

Provider's Name and Address:

Garden Medical Care, PC

c/o Michael J Lamond, P.O.Box 471, Glen Cove, NY 11542

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		
02/22/23	Facility	10457	New Consultation	99241	1	$152.88	$152.88
02/22/23	Facility	10457	Cervical	0101T	1	$700.39	$700.39
02/22/23	Facility	10457	Left Shoulder.	0101T-59	1	$350.20	$350.20

PLACE OF SERVICE ADDRESS: 4226 3rd Ave., Bronx, NY 10457 — TOTAL CHARGES: **$1,203.47**

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

***

Provider's Name and Address:

Garden Medical Care, PC

c/o Michael J Lamond, P.O.Box 471, Glen Cove, NY 11542

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		
04/13/23	Facility	10457	Follow Up- RE	99213	1	$87.80	$87.80
04/13/23	Facility	10457	Lumbar	0101T	1	$700.39	$700.39
04/13/23	Facility	10457	Left Shoulder.	0101T-59	1	$350.20	$350.20

PLACE OF SERVICE ADDRESS 4226 3rd Ave., Bronx, NY 10457 TOTAL CHARGES: **$1,138.39**

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		240578			OWNER

***

Provider's Name and Address:

Garden Medical Care, PC

c/o Michael J Lamond, P.O.Box 471, Glen Cove, NY 11542

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		
04/27/23	Facility	10457	Follow Up- RE	99213	1	$87.80	$87.80
04/27/23	Facility	10457	Right Shoulder.	0101T	1	$700.39	$700.39
04/27/23	Facility	10457	Left Shoulder.	0101T-59	1	$350.20	$350.20

PLACE OF SERVICE ADDRESS: 4226 3rd Ave., Bronx, NY 10457 — TOTAL CHARGES: $1,138.39

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		240578			OWNER

896. Garden Medical fraudulently billed Travelers through the U.S. Mail for ESWT regarding claimant L.H. that was purportedly performed by Ahmed.

897. Travelers was billed through the U.S. Mail for ESWT by Garden Medical for treatment purportedly performed by Ahmed on claimant L.H.

6. Lane Medical

898. Claimant D.H. (claim no. I3G0371) testified under oath that he did not receive ESWT.

899. A true and accurate excerpt of claimant D.H.'s testimony is depicted below:

Q So shock wave treatment is a form of therapy where they put a gel on a specific body part. So let's say that you are suffering from left knee pain. They would put a gel on your left knee and rub a device on it and it would have a loud clicking noise. What that does is it's shooting out electro waves into your knee to try to stimulate cell growth and promote healing.

Did you ever receive a form of treatment like that that I just described?

A No.

900. Despite this acknowledgement of testing of not being performed, Lane Medical billed Travelers through the U.S. Mail for ESWT for claimant D.H.

901. Ahmed is the listed treating provider for the ESWT that was never performed on claimant D.H.

902. A true and accurate excerpt of billing for Lane Medical that was submitted to Travelers is depicted below:

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID #
06 12 24	06 12 24	11		0101T		12	700.39	1		NPI	
										NPI	
										NPI	
										NPI	
										NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. BALANCE DUE
[redacted] X		X YES NO	$700.39	$	$700.39

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 06/21/2024 DATE	Lane Medical Care P .C 3915 Flatlands Ave Brooklyn, NY 11234 a. b.	Lane Medical Care PC PO BOX 782 Smyrna, DE 19977 a. b.

903. Lane Medical fraudulently billed Travelers through the U.S. Mail for ESWT regarding claimant D.H. that was purportedly performed by Ahmed.

904. Travelers was billed through the U.S. Mail for ESWT by Lane Medical for treatment purportedly performed by Ahmed on claimant D.H.

7. Esplanade Medical

i. Claimant D.H. (claim no. I3G0371)

905. Claimant D.H. (claim no. I3G0371) testified under oath that he did not receive TCD testing.

906. A true and accurate excerpt of claimant D.H.'s testimony is depicted below:

Q At any point, did you receive a test where gel had to be placed on your temples or eyelids?

A No, sir.

Q Do you recall having a test where a handheld device was rubbed on your head, forehead, temples or eyelids?

A Not that I can recall.

Q Do you recall having a test called a Transcranial Doppler Study?

A No.

907. Claimant D.H. testified under oath that he did not receive VNG testing.

908. A true and accurate excerpt of claimant D.H.'s testimony is depicted below:

Q Now, there's a separate test now: Did you ever have a test where someone put goggles over your head and you saw flashing lights?

A Definitely not.

Q Did anybody ever mention a name of a test called a Video Nystagmus Test, N-Y-S-T-A-G-M-U-S?

A No.

909. Claimant D.H. testified under oath that he did not receive CVT testing.

910. A true and accurate excerpt of claimant D.H.'s testimony is depicted below:

Q Do you happen to remember undergoing a test called a Caloric Vestibular Test?

A No.

Q Now, there's a separate test now: Did you ever have a test where someone put goggles over your head and you saw flashing lights?

A Definitely not.

911. Despite these acknowledgements of testing not being performed, Esplanade Medical billed Travelers through the U.S. Mail for TCD testing, VNG testing, and CVT testing for claimant D.H.

912. Ahmed is the listed treating provider for the TCD testing, VNG testing, and CVT testing that was never performed on claimant D.H.

913. A true and accurate excerpt of billing for Esplanade Medical that was submitted to Travelers is depicted below:

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID #
05 07 24	05 07 24	11		93886		123	507.34	1		NPI	240578 1831517002
05 07 24	05 07 24	11		93890		123	550.40	1		NPI	240578 1831517002
05 07 24	05 07 24	11		93892		123	584.05	1		NPI	240578 1831517002
05 07 24	05 07 24	11		92537		4	87.12	1		NPI	240578 1831517002
05 07 24	05 07 24	11		92540		4	140.36	1		NPI	240578 1831517002
05 07 24	05 07 24	11		92546		4	91.77	1		NPI	240578 1831517002

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. BALANCE DUE
[redacted] ☐ X		X YES ☐ NO	$1961.04	$	$1961.04

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 05/12/2024 DATE	Esplanade Medical Care P. C. 3915 Flatlands Ave. Brooklyn, NY 11234 a. b.	Esplanade Medical Care PC PO BOX 782 Smyrna, DE 19977 a. b.

914. Esplanade Medical fraudulently billed Travelers through the U.S. Mail for TCD testing, VNG testing, and CVT testing regarding claimant D.H. that was purportedly performed by Ahmed.

915. Travelers was billed through the U.S. Mail for TCD testing, VNG testing, and CVT testing by Esplanade Medical for treatment purportedly performed by Ahmed on claimant D.H.

ii. Claimant R.C. (claim no. IWN7289)

916. Claimant R.C. (claim no. IWN7289) testified under oath that he did not receive TCD testing.

917. A true and accurate excerpt of claimant R.C.'s testimony is depicted below:

Q Okay. Do you ever remember a test, sir, where someone would have put gel on your temples and they would have taken like a probe-like device and they would have rubbed the device across your temples, over your eyelids, anything of that nature?

A I don't recall, I don't believe so.

918. Claimant R.C. testified under oath that he did not receive CVT testing.

919. A true and accurate excerpt of claimant R.C.'s testimony is depicted below:

Q As a result of this accident, I mean at any time, wherever, whichever location you receive treatment, do you ever remember a test where someone shot air or water into either one of your ears?

A I don't recall, I don't believe so.

920. Despite these acknowledgements of testing not being performed, Esplanade Medical billed Travelers for TCD testing and CVT testing for claimant R.C.

921. Ahmed is the listed treating provider for the TCD testing and CVT testing that was never performed on claimant R.C.

922. A true and accurate excerpt of billing for Esplanade Medical that was submitted to Travelers is depicted below:

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID #
05 07 24	05 07 24	11		93886		123	507.34	1		NPI	240578 1831517002
05 07 24	05 07 24	11		93890		123	550.40	1		NPI	240578 1831517002
05 07 24	05 07 24	11		93892		123	584.05	1		NPI	240578 1831517002
05 07 24	05 07 24	11		92537		4	87.12	1		NPI	240578 1831517002
05 07 24	05 07 24	11		92540		4	140.36	1		NPI	240578 1831517002
05 07 24	05 07 24	11		92546		4	91.77	1		NPI	240578 1831517002

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. BALANCE DUE
[redacted] ☐ X		X YES ☐ NO	$1961.04	$	$1961.04

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 05/12/2024 DATE	Esplanade Medical Care P. C. 3915 Flatlands Ave. Brooklyn, NY 11234 a. b.	Esplanade Medical Care PC PO BOX 782 Smyrna, DE 19977 a. b.

923. Esplanade Medical fraudulently billed Travelers through the U.S. Mail for TCD testing and CVT testing for claimant R.C. that was purportedly performed by Ahmed.

924. Travelers was billed for TCD testing and CVT testing by Esplanade Medical for treatment purportedly performed by Ahmed on claimant R.C.

iii. Claimant S.T. (claim no. IWN8224)

925. Claimant S.T. (claim no. IWN8224) testified under oath that he did not receive TCD testing.

926. A true and accurate excerpt of claimant S.T.'s testimony is depicted below:

Q Did you ever receive a test, sir, where someone might have asked you to put on headphones and indicate sound in either ear?

A No.

927. Claimant S.T. testified under oath that he did not receive VNG testing.

928. A true and accurate excerpt of claimant S.T.'s testimony is depicted below:

Q Do you ever remember receiving a test, sir, where someone would have either asked you to put on goggles or a helmet and you saw flashing lights?

A No, I don't remember.

929. Despite these acknowledgements of testing not being performed, Esplanade Medical billed Travelers for TCD testing and VNG testing for claimant S.T.

930. Ahmed is the listed treating provider for the Esplanade Medical testing that was never performed on claimant S.T.

931. A true and accurate excerpt of a bill from Esplanade Medical for TCD testing and VNG testing purportedly performed by Ahmed on claimant S.T. is depicted below:

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID #
02 14 24	02 14 24	11		93886		12	507.34	1		NPI	240578 1831517002
02 14 24	02 14 24	11		93890		12	550.40	1		NPI	240578 1831517002
02 14 24	02 14 24	11		93892		12	584.05	1		NPI	240578 1831517002
02 14 24	02 14 24	11		92537		3	87.12	1		NPI	240578 1831517002
02 14 24	02 14 24	11		92540		3	140.36	1		NPI	240578 1831517002
02 14 24	02 14 24	11		92546		3	91.77	1		NPI	240578 1831517002

25. FEDERAL TAX I.D. NUMBER SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. BALANCE DUE
[redacted] ☐ X		X YES ☐ NO	$1961.04	$	$1961.04

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.

932. Esplanade Medical fraudulently billed Travelers through the U.S. Mail for TCD testing and VNG testing for claimant S.T. that was purportedly performed by Ahmed.

933. Travelers was billed through the U.S. Mail for TCD testing and VNG testing by Esplanade Medical for treatment purportedly performed by Ahmed on claimant S.T.

8. <u>Pitch Medical</u>

i. <u>Claimant C.T. (claim no. ITF4445)</u>

934. Claimant C.T. (claim no. ITF4445) testified under oath that she did not receive VNG testing.

935. A true and accurate excerpt of claimant C.T.'s testimony is depicted below:

Q Alright. Do you recall ever having

a test where you had to wear head gear, like something that you would wear on your head, like cover your eyes and monitor your eye movements?

A No, no, no.

936. Claimant C.T. testified under oath that she did not receive CVT testing.

937. A true and accurate excerpt of claimant C.T.'s testimony is depicted below:

Q Did you ever have a test where you would lie down and the technician or a doctor would come to each side of your head and introduce both cool or warm water into your ears?

A No.

938. Despite these acknowledgements of testing not being performed, Pitch Medical billed Travelers through the U.S. Mail for VNG testing and CVT testing for claimant C.T.

939. Ahmed is the listed treating provider for the VNG testing and CVT testing that was never performed on claimant C.T.

940. A true and accurate excerpt of billing for Pitch Medical that was submitted to Travelers 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
05/18/2022	695 Dutchess Turnpike Suite 103, Poughkeepsie, NY, 12603	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
05/18/2022	695 Dutchess Turnpike Suite 103, Poughkeepsie, NY, 12603	Basic vestibular evaluation, includes spontaneous nystagmus test with eccentric gaze fixation nystagmus, with recording, positional nystagmus test, minimum of 4 positions, with recording, optokinetic nystagmus test, bidirectional foveal and periphera	1	92540-26	$ 116.51
05/18/2022	695 Dutchess Turnpike Suite 103, Poughkeepsie, NY, 12603	Sinusoidal vertical axis rotational testing	1	92546-59-26	$ 73.42
05/18/2022	695 Dutchess Turnpike Suite 103, Poughkeepsie, NY, 12603	Sinusoidal vertical axis rotational testing	1	92546-59-76-26	$ 73.42
05/18/2022	695 Dutchess Turnpike Suite 103, Poughkeepsie, NY, 12603	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547-26	$ 44.90
05/18/2022	695 Dutchess Turnpike Suite 103, Poughkeepsie, NY, 12603	Computerized dynamic posturography	1	92548-26	$ 44.93

TOTAL CHARGES TO DATE $ 421.13

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		

941. Instead of using Ahmed's New York medical license on this bill, Ahmed, Khanna, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

942. This was done by Ahmed, Khanna, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

943. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

944. Ahmed, Khanna, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

945. Pitch Medical fraudulently billed Travelers through the U.S. Mail for VNG testing and CVT testing for claimant C.T. that was purportedly performed by Ahmed.

946. Travelers was billed through the U.S. Mail for VNG testing and CVT testing by Pitch Medical for treatment purportedly performed by Ahmed on claimant C.T.

ii. Claimant J.N. (claim no. IPG1102)

947. Claimant J.N. (claim no. IPG1102) testified under oath that he did not receive TCD testing.

948. A true and accurate excerpt of claimant J.N.'s testimony is depicted below:

As a result of this accident, did you ever remember receiving a test where wires were attached to your head?

A. Explain that to me, please.

Q. No problem.

Did you ever have a test where wires were attached to your head, sir?

A. No.

949. Despite the acknowledgement of testing of not being performed, Pitch Medical billed Travelers for TCD testing for claimant J.N.

950. Ahmed is the listed treating provider for the TCD testing that was never performed on claimant J.N.

951. A true and accurate excerpt of billing for Pitch Medical that was submitted to Travelers 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
05/24/2022	102-28 Jamaica Ave, Jamaica, NY, 11418	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886-26	S 202.94
05/24/2022	102-28 Jamaica Ave, Jamaica, NY, 11418	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890-26	S 137.60
05/24/2022	102-28 Jamaica Ave, Jamaica, NY, 11418	Transcranial Doppler study of the intracranial arteries ;emboli detection without intravenous microbubble injection	1	93892-59-26	S 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		

952. Instead of using Ahmed's New York medical license on this bill, Ahmed, Khanna, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

953. This was done by Ahmed, Khanna, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

954. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

955. Ahmed, Khanna, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

956. Pitch Medical fraudulently billed Travelers through the U.S. Mail for TCD testing for claimant J.N. that was purportedly performed by Ahmed.

957. Travelers was billed through the U.S. Mail for TCD testing by Pitch Medical for treatment purportedly performed by Ahmed on claimant J.N.

iii. Claimant M.H. (claim no. IPG0570)

958. Claimant M.H. (claim no. IPG0570) testified under oath that she did not receive TCD testing.

959. A true and accurate excerpt of claimant M.H.'s testimony is depicted below:

Q Did you ever receive a test where someone might have asked you to put on headphones and indicate sounds in either ear?

A No.

Q Did you ever remember a test where someone might have asked you to lay down at a table or sit down and they would have put gel on your temples and rubbed a device that may have looked like a pen?

A No.

Q Okay. Same test, the person may have put gel on your eyelids or your forehead and rubbed a device on top of those things?

A No.

960. Claimant M.H. testified under oath that she did not receive VNG testing.

961. A true and accurate excerpt of claimant M.H.'s testimony is depicted below:

this: Do you ever remember receiving a test where the person conducting the test would have put goggles over your face or a helmet and you would have seen flashing lights?

A No.

962. Claimant M.H. testified under oath that she did not receive CVT testing.

963. A true and accurate excerpt of claimant M.H.'s testimony is depicted below:

Q Did you ever receive a test where a person would have shot either air or water into either one of your ears?

A No.

964. Despite these acknowledgements of testing not being performed, Pitch Medical billed Travelers for TCD testing, VNG testing, and CVT testing for claimant M.H.

965. Ahmed is the listed treating provider for the TCD testing, VNG testing, and CVT testing that was never performed on claimant M.H.

966. A true and accurate excerpt of a bill from Pitch Medical for TCD testing, VNG testing, and CVT testing purportedly performed by Ahmed on claimant M.H. is depicted below:

PROVIDER'S NAME AND ADDRESS
Pitch Medical, PC
c/o The Law Office of John Gallagher, PLLC
9707 3rd Avenue, 2nd Floor
Brooklyn, NY 11209-7751
Phone: 212-767-9527 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.	MOD	FEE SCHEDULE TREATMENT CODE	CHARGES SUMMARY
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Computerized dynamic posturography		92548	$157.19
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Use of vertical electrodes (List separately in addition to code for primary procedure)		92547	$56.12
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Sinusoidal vertical axis rotational testing	59	92546-59-76	$97.77
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Sinusoidal vertical axis rotational testing	59	92546	$97.77
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Oscillating tracking test, with recording		92545	$58.01
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Positional nystagmus test, minimum of 4 positions, with recording		92542	$95.42
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Spontaneous nystagmus test, including gaze and fixation nystagmus, with recording		92541	$108.71
04/04/2022	82-17 WOODHAVEN BLVD RIDGEWOOD, NY 11385	Caloric vestibular test with recording, bilateral; bithermal (i.e., one warm and one cool irrigation in each ear for a total of four irrigations)		92537	$87.12
				TOTAL CHARGES TO DATES:	$786.11

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	X		

967. Pitch Medical fraudulently billed Travelers through the U.S. Mail for TCD testing, VNG testing, and CVT testing for claimant M.H. that was purportedly performed by Ahmed.

968. Travelers was billed through the U.S. Mail for TCD testing, VNG testing, and CVT testing by Pitch Medical for treatment purportedly performed by Ahmed on claimant M.H.

iv. Claimant T.R. (claim no. IPG1405)

969. Claimant T.R. (claim no. IPG1405) testified under oath that he did not receive TCD testing.

970. A true and accurate excerpt of claimant T.R.'s testimony is depicted below:

Q. Again, there's a test that involved the doctor putting the gel on both sides of your head or over your eyelids and using a joy stick to basically press in and project an image on a screen. Did you ever do that?

A. There wasn't anything like that.

971. Claimant T.R. testified under oath that he did not receive VNG testing.

972. A true and accurate excerpt of claimant T.R.'s testimony is depicted below:

Q. Do you remember a test where you had some sort of device placed over your head or your eyes to cover your eyes and they would do something to monitor or test your eye movement?

A. They never put a device on me. They used to tell me to close my eyes.

Q. In this particular test you wouldn't be told to close your eyes. They would want to see your eyes moving.

A. They didn't do that for me.

973. Claimant T.R. testified under oath that he did not receive CVT testing.

974. A true and accurate excerpt of claimant T.R.'s testimony is depicted below:

Q. Moving onto a different medical procedure. Do you remember where you would be playing down and a doctor or technician would come to both sides of your head and would inject a small amount of both warm and cold water into both ears?

A. There wasn't anything like that.

975. Despite these acknowledgements of testing not being performed, Pitch Medical billed Travelers through the U.S. Mail for TCD testing, VNG testing, and CVT testing for claimant T.R.

976. Ahmed is the listed treating provider for the TCD testing, VNG testing, and CVT testing that was never performed on claimant T.R.

977. A true and accurate excerpt of billing for Pitch Medical that was submitted to Travelers 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
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	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
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Basic vestibular evaluation, includes spontaneous nystagmus test with eccentric gaze fixation nystagmus, with recording, positional nystagmus test, minimum of 4 positions, with recording, optokinetic nystagmus test, bidirectional foveal and peripheral	1	92540-26	$ 116.51
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Sinusoidal vertical axis rotational testing	1	92546-59-26	$ 73.42
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Sinusoidal vertical axis rotational testing	1	92546-59-76-26	$ 73.42
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547-26	$ 44.90
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Computerized dynamic posturography	1	92548-26	$ 44.93

TOTAL CHARGES TO DATE $ 421.13

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		

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
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886-26	$ 202.94
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890-26	$ 137.60
06/01/2022	1122 Coney Island Ave, Brooklyn, NY, 11230	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 Ahtmed	MD	Lic # 25MA10500500	Yes		

978. Instead of using Ahmed's New York medical license on these bills, Ahmed, Khanna, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

979. This was done by Ahmed, Khanna, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

980. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

981. Ahmed, Khanna, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

982. Pitch Medical fraudulently billed Travelers through the U.S. Mail for TCD testing, VNG testing, and CVT testing for claimant T.R. that was purportedly performed by Ahmed.

983. Travelers was billed through the U.S. Mail for TCD testing, VNG testing, and CVT testing by Pitch Medical for treatment purportedly performed by Ahmed on claimant T.R.

9. Queens Medical

984. Claimant D.L. (claim no. IIK4332) testified under oath that he did not receive TCD testing.

985. A true and accurate excerpt of claimant D.L.'s testimony is depicted below:

Q Did you ever have wires connected to your head as a result of this accident as some form of treatment?

A I don't recall such wires being connected.

986. Claimant D.L. testified under oath that he did not receive CVT testing.

987. A true and accurate excerpt of claimant D.L.'s testimony is depicted below:

Q Do you remember a test where either air or water was shot into either of your ears?

A I don't remember.

988. Despite these acknowledgements of testing not being performed, Queens Medical billed Travelers for TCD testing and CVT testing for claimant D.L.

989. Ahmed is the listed treating provider for the TCD testing and CVT testing that was never performed on claimant D.L.

990. A true and accurate excerpt of billing from Queens Medical for TCD testing and CVT testing allegedly performed on claimant D.L. is depicted below:

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
07 12 21	07 12 21	11		99244		AB	324 69	1		NPI	
07 12 21	07 12 21	11		93886		AB	507 34	1		NPI	
07 12 21	07 12 21	11		93890		AB	550 40	1		NPI	
07 12 21	07 12 21	11		93892		AB	584 05	1		NPI	
07 12 21	07 12 21	11		92537		AB	97 12	1		NPI	
07 12 21	07 12 21	11		92540		AB	140 37	1		NPI	

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
[redacted]	X	127452121	X YES NO	$ CONTINUED ON NEXT PAGE	$	

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 INFORMATION	33. BILLING PROVIDER INFO & PH #
OMAR AHMED MD	Signature on file	(718) 465-4540
SIGNED 07 25 21 DATE	a. b.	QUEENS MEDICAL DIAGNOSTIC PC 221-05 JAMAICA AVE QUEENS, NY 11428 a. b.

991. Queens Medical fraudulently billed Travelers through the U.S. Mail for TCD testing and CVT testing for claimant D.L. that was purportedly performed by Ahmed.

992. Travelers was billed through the U.S. Mail for TCD testing and CVT testing by Queens Medical for treatment purportedly performed by Ahmed on claimant D.L.

10. Ridgewood Medical

i. Claimant D.F. (claim no. I3G2381)

993. Claimant D.F. (claim no. I3G2381) testified under oath that he did not receive TCD testing.

994. A true and accurate excerpt of claimant D.F.'s testimony is depicted below:

Q The next picture is called a transcranial Doppler test, where it is almost like an ultrasound that we just spoke about, but this time, it would be done on your head. It could either be the temples, like we see in the picture, underneath the jaw, on the top of your eyelids or the very base of your neck. Did you get anything like this done?

A No.

995. Despite these acknowledgements of testing not being performed, Ridgewood Medical billed Travelers for TCD testing for claimant D.F.

996. Ahmed is the listed treating provider for the TCD testing that was never performed on claimant D.F.

997. A true and accurate excerpt of billing from Ridgewood Medical for TCD testing allegedly performed on claimant D.F. 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
09/16/2024	225-21 Linden Blvd, Jamaica, NY, 11411	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886 - 26	$ 202.94
09/16/2024	225-21 Linden Blvd, Jamaica, NY, 11411	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890 - 26	$ 137.60
09/16/2024	225-21 Linden Blvd, Jamaica, NY, 11411	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		

998. Instead of using Ahmed's New York medical license on this bill, Ahmed, Carmili, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

999. This was done by Ahmed, Carmili, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

1000. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

1001. Ahmed, Carmili, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

1002. Ridgewood Medical fraudulently billed Travelers through the U.S. Mail for TCD testing regarding claimant D.F. that was purportedly performed by Ahmed.

1003. Travelers was billed through the U.S. Mail for TCD testing by Ridgewood Medical for treatment purportedly performed by Ahmed on claimant D.F.

ii. Claimant K.M. (claim no. I3G0400)

1004. Claimant K.M. (claim no. I3G0400) testified under oath that he did not receive TCD testing.

1005. A true and accurate excerpt of claimant K.M.'s testimony is depicted below:

So what we're looking at is the transcranial Doppler test. This is where the technician would be looking at the blood flow within your brain while using an restaurant on your head.

A. Uh-uh.

Q. Did you ever get anything like that done?

A. Absolutely not. Uh-uh.

1006. Despite these acknowledgements of testing not being performed, Ridgewood Medical billed Travelers for TCD testing for claimant K.M.

1007. Ahmed is the listed treating provider for the TCD testing that was never performed on claimant K.M.

1008. A true and accurate excerpt of billing from Ridgewood Medical for TCD testing allegedly performed on claimant K.M. 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	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886 - 26	$ 202.94
05/07/2024	1 FULTON AVE SUITE #8, HEMPSTEAD, NY, 11550	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890 - 26	$ 137.60
05/07/2024	1 FULTON AVE SUITE #8, HEMPSTEAD, NY, 11550	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		

1009. Instead of using Ahmed's New York medical license on this bill, Ahmed, Carmili, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

1010. This was done by Ahmed, Carmili, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

1011. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

1012. Ahmed, Carmili, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

1013. Ridgewood Medical fraudulently billed Travelers through the U.S. Mail for TCD testing regarding claimant K.M. that was purportedly performed by Ahmed.

1014. Travelers was billed through the U.S. Mail for TCD testing by Ridgewood Medical for treatment purportedly performed by Ahmed on claimant K.M.

11. Sanitas Medical

i. Claimant L.A. (claim no. IIK8789)

1015. Claimant L.A. (claim no. IIK8789) testified under oath that she did not receive CVT testing.

1016. A true and accurate excerpt of claimant L.A.'s testimony is depicted below:

Q Do you recall ever having a test where you had to have cold and warm water squirted into both ears?

A No.

1017. Despite these acknowledgements of testing not being performed, Sanitas Medical billed Travelers for CVT testing for claimant L.A.

1018. Ahmed is the listed treating provider for the Sanitas Medical testing that was never performed on claimant L.A.

1019. A true and accurate excerpt of billing from Sanitas Medical for CVT testing allegedly performed on claimant L.A. 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
02/21/2022	82-17 Woodhaven Blvd, Ridgewood, NY, 11385	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
02/21/2022	82-17 Woodhaven Blvd, Ridgewood, NY, 11385	Basic vestibular evaluation, includes spontaneous nystagmus test with eccentric gaze fixation nystagmus, with recording, positional nystagmus test, minimum of 4 positions, with recording, optokinetic nystagmus test, bidirectional foveal and peripheral	1	92540	$ 140.37
02/21/2022	82-17 Woodhaven Blvd, Ridgewood, NY, 11385	Sinusoidal vertical axis rotational testing	1	92546-59	$ 91.77
02/21/2022	82-17 Woodhaven Blvd, Ridgewood, NY, 11385	Sinusoidal vertical axis rotational testing	1	92546-59-76	$ 91.77
02/21/2022	82-17 Woodhaven Blvd, Ridgewood, NY, 11385	Use of vertical electrodes (List separately in addition to code for primary procedure)	1	92547	$ 56.12
02/21/2022	82-17 Woodhaven Blvd, Ridgewood, NY, 11385	Computerized dynamic posturography	1	92548	$ 187.19

TOTAL CHARGES TO DATE $ 654.34

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		

1020. Instead of using Ahmed's New York medical license on this bill, Ahmed, Pepeljugoski, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

1021. This was done by Ahmed, Pepeljugoski, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

1022. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

1023. Ahmed, Pepeljugoski, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

1024. Sanitas Medical fraudulently billed Travelers through the U.S. mail for CVT testing regarding claimant L.A. that was purportedly performed by Ahmed.

1025. Travelers was billed through the U.S. Mail for CVT testing by Sanitas Medical for treatment purportedly performed by Ahmed on claimant L.A.

ii. Claimant S.C. (claim no. IIK9323)

1026. Claimant S.C. (claim no. IIK9323) testified under oath that he did not receive TCD testing.

1027. A true and accurate excerpt of claimant S.C.'s testimony is depicted below:

Q Now we are moving down to what is called a transcranial doppler study. It is much like the ultrasound that we just spoke about, where gel would be used.

They are using a device to put on the head region to look inside what is going on in your brain, to look at the blood flow.

In the picture we see that the testing could be done to the temple or under the jaw line or over the eyes or even the back of the neck.

Did you ever have a test like that?

A No.

Q Would you remember having a test like that on your head?

A Yes.

Q Where gel would be put on your head?

A Yes.

Q This was not done; is that correct?

A Yes.

Q Meaning, not done?

A No.

Q The test could also possibly, but more

unlikely, be done with the use of a helmet as we see in this next picture.

The helmet would be placed on your head and the technician could look inside your head to see the blood flow.

Was anything like this ever done to your head?

A No.

Q Would you remember if it was?

A Yes.

Q Again, I just want to confirm for wording sake.

Is it correct in saying that you never got any kind of imaging studies done to your head?

A Yes.

1028. Claimant S.C. testified under oath that he did not receive VNG testing.

1029. A true and accurate excerpt of claimant S.C.'s testimony is depicted below:

Q Did you ever do a testing where you would have to put on either a blindfold or special Goggles?

A No.

Q Would you remember if you had to do such testing?

A Yes.

1030. Claimant S.C. testified under oath that he did not receive CVT testing.

1031. A true and accurate excerpt of claimant S.C.'s testimony is depicted below:

Q The next testing is called a Caloric Vestibular test. Where both warm and cold water would be put into your ears.

Then you could see in the picture a little tub would be there to catch the water from draining out.

Did you ever get water placed into your ears?

A No.

Q Would you remember if you had?

A Yes.

1032. Despite these acknowledgements of testing not being performed, Sanitas Medical billed Travelers for TCD testing, VNG testing, and CVT testing for claimant S.C.

1033. Ahmed is the listed treating provider for the TCD testing, VNG testing, and CVT testing that was never performed on claimant S.C.

1034. A true and accurate excerpt of billing from Sanitas Medical for TCD testing, VNG testing, and CVT testing allegedly performed on claimant L.A. 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, optokinetic nystagmus test, bidirectional foveal and peripheral	1	92540	$ 140.37
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 $ 654.34

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 Ahmad	MD	Lic # 25MA10500500	Yes		

***

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	Transcranial Doppler study of the intracranial arteries ; complete study	1	93886	$ 507.34
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Transcranial Doppler study of the intracranial arteries ; vasoreactivity study	1	93890	$ 550.40
02/10/2022	1975 Linden Blvd, Elmont, NY, 11003	Transcranial Doppler study of the intracranial arteries ;emboli detection without intravenous microbubble injection	1	93892-59	$ 584.05

TOTAL CHARGES TO DATE $ 1641.79

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		

1035. Instead of using Ahmed's New York medical license on these bills, Ahmed, Pepeljugoski, and unknown layperson co-conspirators used the New Jersey license number (25MA10500500) for Omar H. Ahmed, M.D.

1036. This was done by Ahmed, Pepeljugoski, and unknown layperson co-conspirators to deceive Travelers into believing a different doctor had allegedly performed this treatment, causing Travelers to rely on the bill and submit payment.

1037. Omar H. Ahmed, M.D. is not licensed in New York and never authorized the use of his name, credentials, or professional standing in connection with the provision of medical services in the State of New York.

1038. Ahmed, Pepeljugoski, and unknown layperson co-conspirators fraudulently used the medical license of Omar H. Ahmed, M.D.

1039. Sanitas Medical fraudulently billed Travelers through the U.S. Mail for TCD testing, VNG testing, and CVT testing regarding claimant S.C. that was purportedly performed by Ahmed.

1040. Travelers was billed through the U.S. Mail for TCD testing, VNG testing, and CVT testing by Sanitas Medical for treatment purportedly performed by Ahmed on claimant S.C.

VI. SPECIFIC ALLEGATIONS OF MAIL FRAUD RACKETEERING ACTIVITY

1041. Throughout the course of this entire scheme, Ahmed, Gelb, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, and Carmili, working through 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, Levitan Medical, Five Towns, Pitch Medical, and Ridgewood Medical, (a) created, prepared, and submitted (or caused to be created, prepared, and submitted) false medical documentation, (b) intentionally violated the laws of the United States by devising, and intending to devise, schemes to defraud and obtain money and property by means of false and fraudulent pretenses in representations, and (c) placed, or caused to be placed, in a post office and/or authorized depository for mail matter, things to be sent and delivered by the United States Postal Service, in violation of 18 U.S.C. § 1341 (mail fraud) for the purpose of executing, or attempting, such fraudulent schemes.

1042. Unless otherwise pled to the contrary, all documents, notes, reports, health insurance claim forms, letters and requests for payment in connection with the insurance claims referenced throughout this pleading (and accompanying exhibits) traveled through the U.S. Mail.

1043. Every automobile insurance claim detailed within this Complaint involved at least two uses of the U.S. Mail, including the mailing of, among other things, the notice of claim,

initial policies, insurance payments, claim-related payments, and the return of the cancelled payment instruments to the financial institution(s) from which the draft(s) were drawn.

A. GARDEN MEDICAL CARE, P.C. ENTERPRISE

1044. In conducting the affairs of the Garden Medical Care, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Garden Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Garden Medical Care, P.C.'s business.

1045. At all relevant times, Ahmed caused Garden Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Garden Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1046. The unknown layowners participation in the operation, management, and/or control of Garden Medical Care, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Garden Medical Care, P.C. completely ineligible for reimbursement under New York law.

1047. Because the unknown layowners participated in the operation, management, and/or control of Garden Medical Care, P.C., Ahmed purposely caused Garden Medical Care, P.C. to make a misrepresentation each and every time that Garden Medical Care, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1048. Moreover, because (a) Ahmed participated in conducting the affairs of Garden Medical Care, P.C. and received Garden Medical Care, P.C.'s professional physician fees and

profits, (b) Ahmed purposely caused Garden Medical Care, P.C. to seek reimbursement from Travelers (even though Garden Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Garden Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Garden Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1049. At all relevant times, Ahmed knew that Garden Medical Care, P.C., Garden Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Garden Medical Care, P.C.

1050. As detailed with particularity herein, Garden Medical Care, P.C. and Ahmed 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.

1051. Travelers estimates that the unlawful operation of the Garden Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings

made in furtherance of this scheme is annexed as Exhibit 30 and incorporated herein by reference as if set forth in its entirety.

B. LANE MEDICAL CARE, P.C. ENTERPRISE

1052. In conducting the affairs of the Lane Medical Care, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Lane Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Lane Medical Care, P.C.'s business.

1053. At all relevant times, Ahmed caused Lane Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Lane Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1054. The unknown layowners participation in the operation, management, and/or control of Lane Medical Care, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Lane Medical Care, P.C. completely ineligible for reimbursement under New York law.

1055. Because the unknown layowners participated in the operation, management, and/or control of Lane Medical Care, P.C., Ahmed purposely caused Lane Medical Care, P.C. to make a misrepresentation each and every time that Lane Medical Care, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1056. Moreover, because (a) Ahmed participated in conducting the affairs of Lane Medical Care, P.C. and received Lane Medical Care, P.C.'s professional physician fees and

profits, (b) Ahmed purposely caused Lane Medical Care, P.C. to seek reimbursement from Travelers (even though Lane Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Lane Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Lane Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1057. At all relevant times, Ahmed knew that Lane Medical Care, P.C., Lane Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Lane Medical Care, P.C.

1058. As detailed with particularity herein, Lane Medical Care, P.C. and Ahmed 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.

1059. Travelers estimates that the unlawful operation of the Lane Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings

made in furtherance of this scheme is annexed as Exhibit 31 and incorporated herein by reference as if set forth in its entirety.

C. PEGASUS MEDICAL, P.C. ENTERPRISE

1060. In conducting the affairs of the Pegasus Medical Care, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Pegasus Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Pegasus Medical Care, P.C.'s business.

1061. At all relevant times, Ahmed caused Pegasus Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Pegasus Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1062. The unknown layowners participation in the operation, management, and/or control of Pegasus Medical Care, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Pegasus Medical Care, P.C. completely ineligible for reimbursement under New York law.

1063. Because the unknown layowners participated in the operation, management, and/or control of Pegasus Medical Care, P.C., Ahmed purposely caused Pegasus Medical Care, P.C. to make a misrepresentation each and every time that Pegasus Medical Care, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1064. Moreover, because (a) Ahmed participated in conducting the affairs of Pegasus Medical Care, P.C. and received Pegasus Medical Care, P.C.'s professional physician fees and

profits, (b) Ahmed purposely caused Pegasus Medical Care, P.C. to seek reimbursement from Travelers (even though Pegasus Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Pegasus Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Pegasus Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1065. At all relevant times, Ahmed knew that Pegasus Medical Care, P.C., Pegasus Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Pegasus Medical Care, P.C.

1066. As detailed with particularity herein, Pegasus Medical Care, P.C. and Ahmed 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.

1067. Travelers estimates that the unlawful operation of the Pegasus Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings

made in furtherance of this scheme is annexed as Exhibit 32 and incorporated herein by reference as if set forth in its entirety.

D. ESPLANADE MEDICAL CARE, P.C. ENTERPRISE

1068. In conducting the affairs of the Esplanade Medical Care, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Esplanade Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Esplanade Medical Care, P.C.'s business.

1069. At all relevant times, Ahmed caused Esplanade Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Esplanade Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1070. The unknown layowners participation in the operation, management, and/or control of Esplanade Medical Care, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Esplanade Medical Care, P.C. completely ineligible for reimbursement under New York law.

1071. Because the unknown layowners participated in the operation, management, and/or control of Esplanade Medical Care, P.C., Ahmed purposely caused Esplanade Medical Care, P.C. to make a misrepresentation each and every time that Esplanade Medical Care, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1072. Moreover, because (a) Ahmed participated in conducting the affairs of Esplanade Medical Care, P.C. and received Esplanade Medical Care, P.C.'s professional physician fees and

profits, (b) Ahmed purposely caused Esplanade Medical Care, P.C. to seek reimbursement from Travelers (even though Esplanade Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Esplanade Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Esplanade Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1073. At all relevant times, Ahmed knew that Esplanade Medical Care, P.C., Esplanade Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Esplanade Medical Care, P.C.

1074. As detailed with particularity herein, Esplanade Medical Care, P.C. and Ahmed 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.

1075. Travelers estimates that the unlawful operation of the Esplanade Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 33 and incorporated herein by reference as if set forth in its entirety.

E. QUEENS MEDICAL DIAGNOSTIC P.C. ENTERPRISE

1076. In conducting the affairs of the Queens Medical Diagnostic P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Queens Medical Diagnostic P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Queens Medical Diagnostic P.C.'s business.

1077. At all relevant times, Ahmed caused Queens Medical Diagnostic P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Queens Medical Diagnostic P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1078. The unknown layowners participation in the operation, management, and/or control of Queens Medical Diagnostic P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Queens Medical Diagnostic P.C. completely ineligible for reimbursement under New York law.

1079. Because the unknown layowners participated in the operation, management, and/or control of Queens Medical Diagnostic P.C., Ahmed purposely caused Queens Medical Diagnostic P.C. to make a misrepresentation each and every time that Queens Medical Diagnostic P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1080. Moreover, because (a) Ahmed participated in conducting the affairs of Queens Medical Diagnostic P.C. and received Queens Medical Diagnostic P.C.'s professional physician fees and profits, (b) Ahmed purposely caused Queens Medical Diagnostic P.C. to seek reimbursement from Travelers (even though Queens Medical Diagnostic P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Queens Medical Diagnostic P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Queens Medical Diagnostic P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1081. At all relevant times, Ahmed knew that Queens Medical Diagnostic P.C., Queens Medical Diagnostic P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Queens Medical Diagnostic P.C.

1082. As detailed with particularity herein, Queens Medical Diagnostic P.C. and Ahmed 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.

1083. Travelers estimates that the unlawful operation of the Queens Medical Diagnostic P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 34 and incorporated herein by reference as if set forth in its entirety.

F. EAST COAST MEDICAL CARE, P.C. ENTERPRISE

1084. In conducting the affairs of the East Coast Medical Care, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from East Coast Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of East Coast Medical Care, P.C.'s business.

1085. At all relevant times, Ahmed caused East Coast Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that East Coast Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1086. The unknown layowners participation in the operation, management, and/or control of East Coast Medical Care, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered East Coast Medical Care, P.C. completely ineligible for reimbursement under New York law.

1087. Because the unknown layowners participated in the operation, management, and/or control of East Coast Medical Care, P.C., Ahmed purposely caused East Coast Medical Care, P.C. to make a misrepresentation each and every time that East Coast Medical Care, P.C.

mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1088. Moreover, because (a) Ahmed participated in conducting the affairs of East Coast Medical Care, P.C. and received East Coast Medical Care, P.C.'s professional physician fees and profits, (b) Ahmed purposely caused East Coast Medical Care, P.C. to seek reimbursement from Travelers (even though East Coast Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused East Coast Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) East Coast Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1089. At all relevant times, Ahmed knew that East Coast Medical Care, P.C., East Coast Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by East Coast Medical Care, P.C.

1090. As detailed with particularity herein, East Coast Medical Care, P.C. and Ahmed 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.

1091. Travelers estimates that the unlawful operation of the East Coast Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 35 and incorporated herein by reference as if set forth in its entirety.

G. NORTHERN MEDICAL CARE, P.C. ENTERPRISE

1092. In conducting the affairs of the Northern Medical Care, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Northern Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Northern Medical Care, P.C.'s business.

1093. At all relevant times, Ahmed caused Northern Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Northern Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1094. The unknown layowners participation in the operation, management, and/or control of Northern Medical Care, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Northern Medical Care, P.C. completely ineligible for reimbursement under New York law.

1095. Because the unknown layowners participated in the operation, management, and/or control of Northern Medical Care, P.C., Ahmed purposely caused Northern Medical Care,

P.C. to make a misrepresentation each and every time that Northern Medical Care, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1096. Moreover, because (a) Ahmed participated in conducting the affairs of Northern Medical Care, P.C. and received Northern Medical Care, P.C.'s professional physician fees and profits, (b) Ahmed purposely caused Northern Medical Care, P.C. to seek reimbursement from Travelers (even though Northern Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Northern Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Northern Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1097. At all relevant times, Ahmed knew that Northern Medical Care, P.C., Northern Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Northern Medical Care, P.C.

1098. As detailed with particularity herein, Northern Medical Care, P.C. and Ahmed 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.

1099. Travelers estimates that the unlawful operation of the Northern Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 36 and incorporated herein by reference as if set forth in its entirety.

H. MODERN BROOKLYN MEDICAL, PC ENTERPRISE

1100. In conducting the affairs of the Modern Brooklyn Medical, PC enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Modern Brooklyn Medical, PC to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Modern Brooklyn Medical, PC's business.

1101. At all relevant times, Ahmed caused Modern Brooklyn Medical, PC to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Modern Brooklyn Medical, PC (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1102. The unknown layowners participation in the operation, management, and/or control of Modern Brooklyn Medical, PC, as persons not licensed or otherwise authorized to provide physician services, rendered Modern Brooklyn Medical, PC completely ineligible for reimbursement under New York law.

1103. Because the unknown layowners participated in the operation, management, and/or control of Modern Brooklyn Medical, PC, Ahmed purposely caused Modern Brooklyn Medical, PC to make a misrepresentation each and every time that Modern Brooklyn Medical, PC mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1104. Moreover, because (a) Ahmed participated in conducting the affairs of Modern Brooklyn Medical, PC and received Modern Brooklyn Medical, PC's professional physician fees and profits, (b) Ahmed purposely caused Modern Brooklyn Medical, PC to seek reimbursement from Travelers (even though Modern Brooklyn Medical, PC was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Modern Brooklyn Medical, PC to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Modern Brooklyn Medical, PC used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1105. At all relevant times, Ahmed knew that Modern Brooklyn Medical, PC, Modern Brooklyn Medical, PC's billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Modern Brooklyn Medical, PC.

1106. As detailed with particularity herein, Modern Brooklyn Medical, PC and Ahmed 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.

1107. Travelers estimates that the unlawful operation of the Modern Brooklyn Medical, PC enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 37 and incorporated herein by reference as if set forth in its entirety.

I. ENS MEDICAL, P.C. ENTERPRISE

1108. In conducting the affairs of the ENS Medical, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from ENS Medical, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of ENS Medical, P.C.'s business.

1109. At all relevant times, Ahmed caused ENS Medical, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that ENS Medical, P.C. (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1110. The unknown layowners participation in the operation, management, and/or control of ENS Medical, P.C., as persons not licensed or otherwise authorized to provide

physician services, rendered ENS Medical, P.C. completely ineligible for reimbursement under New York law.

1111. Because the unknown layowners participated in the operation, management, and/or control of ENS Medical, P.C., Ahmed purposely caused ENS Medical, P.C. to make a misrepresentation each and every time that ENS Medical, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1112. Moreover, because (a) Ahmed participated in conducting the affairs of ENS Medical, P.C. and received ENS Medical, P.C.'s professional physician fees and profits, (b) Ahmed purposely caused ENS Medical, P.C. to seek reimbursement from Travelers (even though ENS Medical, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused ENS Medical, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) ENS Medical, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1113. At all relevant times, Ahmed knew that ENS Medical, P.C., ENS Medical, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by ENS Medical, P.C.

1114. As detailed with particularity herein, ENS Medical, P.C. and Ahmed 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.

1115. Travelers estimates that the unlawful operation of the ENS Medical, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 38 and incorporated herein by reference as if set forth in its entirety.

J. TOWN MEDICAL CARE, P.C. ENTERPRISE

1116. In conducting the affairs of the Town Medical Care, P.C. enterprise, Ahmed and Gelb either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Town Medical Care, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Town Medical Care, P.C.'s business.

1117. At all relevant times, Ahmed and Gelb caused Town Medical Care, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Town Medical Care, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1118. The unknown layowners participation in the operation, management, and/or control of Town Medical Care, P.C., as persons not licensed or otherwise authorized to provide

physician services, rendered Town Medical Care, P.C. completely ineligible for reimbursement under New York law.

1119. Because the unknown layowners participated in the operation, management, and/or control of Town Medical Care, P.C., Ahmed and Gelb purposely caused Town Medical Care, P.C. to make a misrepresentation each and every time that Town Medical Care, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1120. Moreover, because (a) Ahmed and Gelb participated in conducting the affairs of Town Medical Care, P.C. and received Town Medical Care, P.C.'s professional physician fees and profits, (b) Ahmed and Gelb purposely caused Town Medical Care, P.C. to seek reimbursement from Travelers (even though Town Medical Care, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed and Gelb purposely caused Town Medical Care, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Town Medical Care, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed and Gelb committed mail fraud.

1121. At all relevant times, Ahmed and Gelb knew that Town Medical Care, P.C., Town Medical Care, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, Gelb, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Town Medical Care, P.C.

1122. As detailed with particularity herein, Town Medical Care, P.C., Ahmed, and Gelb 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.

1123. Travelers estimates that the unlawful operation of the Town Medical Care, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 10 and incorporated herein by reference as if set forth in its entirety.

K. TERRACE MEDICAL CARE P.C. ENTERPRISE

1124. In conducting the affairs of the Terrace Medical Care P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Terrace Medical Care P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Terrace Medical Care P.C.'s business.

1125. At all relevant times, Ahmed caused Terrace Medical Care P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Terrace Medical Care P.C. (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1126. The unknown layowners participation in the operation, management, and/or control of Terrace Medical Care P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Terrace Medical Care P.C. completely ineligible for reimbursement under New York law.

1127. Because the unknown layowners participated in the operation, management, and/or control of Terrace Medical Care P.C., Ahmed purposely caused Terrace Medical Care P.C. to make a misrepresentation each and every time that Terrace Medical Care P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1128. Moreover, because (a) Ahmed participated in conducting the affairs of Terrace Medical Care P.C. and received Terrace Medical Care P.C.'s professional physician fees and profits, (b) Ahmed purposely caused Terrace Medical Care P.C. to seek reimbursement from Travelers (even though Terrace Medical Care P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Terrace Medical Care P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Terrace Medical Care P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1129. At all relevant times, Ahmed knew that Terrace Medical Care P.C., Terrace Medical Care P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Terrace Medical Care P.C.

1130. As detailed with particularity herein, Terrace Medical Care P.C. and Ahmed 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.

1131. Travelers estimates that the unlawful operation of the Terrace Medical Care P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 39 and incorporated herein by reference as if set forth in its entirety.

L. GO MEDICAL, P.C. ENTERPRISE

1132. In conducting the affairs of the Go Medical, P.C. enterprise, Ahmed either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Go Medical, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Go Medical, P.C.'s business.

1133. At all relevant times, Ahmed caused Go Medical, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Go Medical, P.C. (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1134. The unknown layowners participation in the operation, management, and/or control of Go Medical, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Go Medical, P.C. completely ineligible for reimbursement under New York law.

1135. Because the unknown layowners participated in the operation, management, and/or control of Go Medical, P.C., Ahmed purposely caused Go Medical, P.C. to make a misrepresentation each and every time that Go Medical, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1136. Moreover, because (a) Ahmed participated in conducting the affairs of Go Medical, P.C. and received Go Medical, P.C.'s professional physician fees and profits, (b) Ahmed purposely caused Go Medical, P.C. to seek reimbursement from Travelers (even though Go Medical, P.C. was not lawfully entitled to such reimbursement), (c) Ahmed purposely caused Go Medical, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Go Medical, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed committed mail fraud.

1137. At all relevant times, Ahmed knew that Go Medical, P.C., Go Medical, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Go Medical, P.C.

1138. As detailed with particularity herein, Go Medical, P.C. and Ahmed 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.

1139. Travelers estimates that the unlawful operation of the Go Medical, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 40 and incorporated herein by reference as if set forth in its entirety.

M. ALAN BECKLES, M.D., P.C. ENTERPRISE

1140. In conducting the affairs of the Alan Beckles, M.D., P.C. enterprise, Ahmed and Beckles either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Alan Beckles, M.D., P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Alan Beckles, M.D., P.C.'s business.

1141. At all relevant times, Ahmed and Beckles caused Alan Beckles, M.D., P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Alan Beckles, M.D., P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1142. The unknown layowners participation in the operation, management, and/or control of Alan Beckles, M.D., P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Alan Beckles, M.D., P.C. completely ineligible for reimbursement under New York law.

1143. Because the unknown layowners participated in the operation, management, and/or control of Alan Beckles, M.D., P.C., Ahmed and Beckles purposely caused Alan Beckles, M.D., P.C. to make a misrepresentation each and every time that Alan Beckles, M.D., P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1144. Moreover, because (a) Ahmed and Beckles participated in conducting the affairs of Alan Beckles, M.D., P.C. and received Alan Beckles, M.D., P.C.'s professional physician fees and profits, (b) Ahmed and Beckles purposely caused Alan Beckles, M.D., P.C. to seek reimbursement from Travelers (even though Alan Beckles, M.D., P.C. was not lawfully entitled to such reimbursement), (c) Ahmed and Beckles purposely caused Alan Beckles, M.D., P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Alan Beckles, M.D., P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed and Beckles committed mail fraud.

1145. At all relevant times, Ahmed and Beckles knew that Alan Beckles, M.D., P.C., Alan Beckles, M.D., P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, Beckles, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Alan Beckles, M.D., P.C.

1146. As detailed with particularity herein, Alan Beckles, M.D., P.C., Ahmed, and Beckles 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.

1147. Travelers estimates that the unlawful operation of the Alan Beckles, M.D., P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 41 and incorporated herein by reference as if set forth in its entirety.

N. HARVEY LEVITAN MEDICAL P.C. ENTERPRISE

1148. In conducting the affairs of the Harvey Levitan Medical P.C. enterprise, Ahmed and Levitan either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Harvey Levitan Medical P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Harvey Levitan Medical P.C.'s business.

1149. At all relevant times, Ahmed and Levitan caused Harvey Levitan Medical P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that

Harvey Levitan Medical P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1150. The unknown layowners participation in the operation, management, and/or control of Harvey Levitan Medical P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Harvey Levitan Medical P.C. completely ineligible for reimbursement under New York law.

1151. Because the unknown layowners participated in the operation, management, and/or control of Harvey Levitan Medical P.C., Ahmed and Levitan purposely caused Harvey Levitan Medical P.C. to make a misrepresentation each and every time that Harvey Levitan Medical P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1152. Moreover, because (a) Ahmed and Levitan participated in conducting the affairs of Harvey Levitan Medical P.C. and received Harvey Levitan Medical P.C.'s professional physician fees and profits, (b) Ahmed and Levitan purposely caused Harvey Levitan Medical P.C. to seek reimbursement from Travelers (even though Harvey Levitan Medical P.C. was not lawfully entitled to such reimbursement), (c) Ahmed and Levitan purposely caused Harvey Levitan Medical P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Harvey Levitan Medical P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed and Levitan committed mail fraud.

1153. At all relevant times, Ahmed and Levitan knew that Harvey Levitan Medical P.C., Harvey Levitan Medical P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, Levitan, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the

fraudulent claims, including issuing payments based upon documentation mailed by Harvey Levitan Medical P.C.

1154. As detailed with particularity herein, Harvey Levitan Medical P.C., Ahmed, and Levitan 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.

1155. Travelers estimates that the unlawful operation of the Harvey Levitan Medical P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 42 and incorporated herein by reference as if set forth in its entirety.

O. FIVE TOWNS PHYSICIANS P.C. ENTERPRISE

1156. In conducting the affairs of the Five Towns Physicians P.C. enterprise, Ahmed, V. Kremer, and A. Kremer either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Five Towns Physicians P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Five Towns Physicians P.C.'s business.

1157. At all relevant times, Ahmed, V. Kremer, and A. Kremer caused Five Towns Physicians P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Five Towns Physicians P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1158. The unknown layowners participation in the operation, management, and/or control of Five Towns Physicians P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Five Towns Physicians P.C. completely ineligible for reimbursement under New York law.

1159. Because the unknown layowners participated in the operation, management, and/or control of Five Towns Physicians P.C., Ahmed, V. Kremer, and A. Kremer purposely caused Five Towns Physicians P.C. to make a misrepresentation each and every time that Five Towns Physicians P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1160. Moreover, because (a) Ahmed, V. Kremer, and A. Kremer participated in conducting the affairs of Five Towns Physicians P.C. and received Five Towns Physicians P.C.'s professional physician fees and profits, (b) Ahmed, V. Kremer, and A. Kremer purposely caused Five Towns Physicians P.C. to seek reimbursement from Travelers (even though Five Towns Physicians P.C. was not lawfully entitled to such reimbursement), (c) Ahmed, V. Kremer, and A. Kremer purposely caused Five Towns Physicians P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Five Towns Physicians P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed, V. Kremer, and A. Kremer committed mail fraud.

1161. At all relevant times, Ahmed, V. Kremer, and A. Kremer knew that Five Towns Physicians P.C., Five Towns Physicians P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, V. Kremer, A. Kremer, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Five Towns Physicians P.C.

1162. As detailed with particularity herein, Five Towns Physicians P.C., Ahmed, V. Kremer, and A. Kremer 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.

1163. Travelers estimates that the unlawful operation of the Five Towns Physicians P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 43 and incorporated herein by reference as if set forth in its entirety.

P. PITCH MEDICAL, P.C. ENTERPRISE

1164. In conducting the affairs of the Pitch Medical, P.C. enterprise, Ahmed and Khanna either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Pitch Medical, P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Pitch Medical, P.C.'s business.

1165. At all relevant times, Ahmed and Khanna caused Pitch Medical, P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Pitch Medical, P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1166. The unknown layowners participation in the operation, management, and/or control of Pitch Medical, P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Pitch Medical, P.C. completely ineligible for reimbursement under New York law.

1167. Because the unknown layowners participated in the operation, management, and/or control of Pitch Medical, P.C., Ahmed and Khanna purposely caused Pitch Medical, P.C. to make a misrepresentation each and every time that Pitch Medical, P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1168. Moreover, because (a) Ahmed and Khanna participated in conducting the affairs of Pitch Medical, P.C. and received Pitch Medical, P.C.'s professional physician fees and profits, (b) Ahmed and Khanna purposely caused Pitch Medical, P.C. to seek reimbursement from Travelers (even though Pitch Medical, P.C. was not lawfully entitled to such reimbursement), (c)

Ahmed and Khanna purposely caused Pitch Medical, P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Pitch Medical, P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed and Khanna committed mail fraud.

1169. At all relevant times, Ahmed and Khanna knew that Pitch Medical, P.C., Pitch Medical, P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, Khanna, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Pitch Medical, P.C.

1170. As detailed with particularity herein, Pitch Medical, P.C., Ahmed, and Khanna 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.

1171. Travelers estimates that the unlawful operation of the Pitch Medical, P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed as Exhibit 44 and incorporated herein by reference as if set forth in its entirety.

Q. RIDGEWOOD MEDICAL SERVICES P.C. ENTERPRISE

1172. In conducting the affairs of the Ridgewood Medical Services P.C. enterprise, Ahmed and Carmili either (a) personally used the U.S. Mail to further the scheme by causing patient records and bills/invoices from Ridgewood Medical Services P.C. to be mailed to Travelers and/or counsel for the claimants, or (b) acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of Ridgewood Medical Services P.C.'s business.

1173. At all relevant times, Ahmed and Carmili caused Ridgewood Medical Services P.C. to certify that it was, in all respects, eligible to be reimbursed under New York law each time that Ridgewood Medical Services P.C. mailed (or was caused to mail) a demand for payment (i.e., invoice or statutory NF-3 claim form) to Travelers.

1174. The unknown layowners participation in the operation, management, and/or control of Ridgewood Medical Services P.C., as persons not licensed or otherwise authorized to provide physician services, rendered Ridgewood Medical Services P.C. completely ineligible for reimbursement under New York law.

1175. Because the unknown layowners participated in the operation, management, and/or control of Ridgewood Medical Services P.C., Ahmed and Carmili purposely caused Ridgewood Medical Services P.C. to make a misrepresentation each and every time that Ridgewood Medical Services P.C. mailed (or was caused to mail) a document (i.e., invoice or statutory NF-3 claim form) to Travelers claiming eligibility for reimbursement.

1176. Moreover, because (a) Ahmed and Carmili participated in conducting the affairs of Ridgewood Medical Services P.C. and received Ridgewood Medical Services P.C.'s professional physician fees and profits, (b) Ahmed and Carmili purposely caused Pitch Medical, P.C. to seek reimbursement from Travelers (even though Ridgewood Medical Services P.C. was

not lawfully entitled to such reimbursement), (c) Ahmed and Carmili purposely caused Ridgewood Medical Services P.C. to seek reimbursement from Travelers for falsely billed and provided medical services, and (d) Ridgewood Medical Services P.C. used the U.S. Mail to seek reimbursement, it is clear that Ahmed and Carmili committed mail fraud.

1177. At all relevant times, Ahmed and Carmili knew that Ridgewood Medical Services P.C., Ridgewood Medical Services P.C.'s billing companies and/or agents, including, but not necessarily limited to, Ahmed, Carmili, a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, or Travelers would use the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Ridgewood Medical Services P.C.

1178. As detailed with particularity herein, Ridgewood Medical Services P.C., Ahmed, and Carmili 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.

1179. Travelers estimates that the unlawful operation of the Ridgewood Medical Services P.C. enterprise generated hundreds of mailings. A table highlighting selected examples

of mailings made in furtherance of this scheme is annexed as Exhibit 45 and incorporated herein by reference as if set forth in its entirety.

VII. SPECIFIC ALLEGATIONS OF FRAUDULENT CONCEALMENT AND MISREPRESENTATIONS MADE TO AND RELIED UPON BY TRAVELERS

1180. The documents created and filed with the State of New York related to the PC Defendants omitted any reference to the unknown layowners involvement with or control over the PC Defendants.

1181. The documents created and filed with the State of New York related to the PC Defendants gave no indication to Travelers or the general public that (a) non-physicians in any way maintained a controlling interest in the PC Defendants, (b) non-physicians participated in the operation and management of the PC Defendants, or (c) non-physicians shared in the professional fees and profits of the PC Defendants.

1182. Based on the representations contained within the four corners of the documents filed with the State of New York on behalf of the PC Defendants, Travelers—even acting with reasonable diligence—could not possibly have discovered the nature and extent of the unknown layowners participation in the operation and management of the PC Defendants, including their sharing of medical professional fees and profits.

1183. Ahmed's purposeful concealment of their participation in the operation and management of the PC Defendants allowed the scheme to continue undetected.

1184. At all relevant times during the operation of the enterprises, to induce Travelers to promptly pay charges for healthcare services purportedly provided to patients who treated at the PC Defendants, Ahmed, Gelb, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, Carmili, and

Pepejugoski caused the PC Defendants to falsely certify that they were, in all respects, eligible to be reimbursed under New York law.

1185. Ahmed participated in the conduct of the PC Defendants affairs when he, among other things, represented (or was caused to represent) in the bills and/or statutory NF-3 claim forms submitted to Travelers that the physician services purportedly performed through the PC Defendants were performed by employees of the PC Defendants, when in fact they were performed by an independent contractor.

1186. Gelb participated in the conduct of Town Medical's affairs when she, among other things, represented (or was caused to represent) in the bills and/or statutory NF-3 claim forms submitted to Travelers that the physician services purportedly performed through the PC Defendants were performed by employees of the PC Defendants, when in fact they were performed by an independent contractor.

1187. Ahmed, Gelb, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, Carmili, and Pepejugoski also participated in the conduct of the PC Defendants affairs when they attested (or when someone attested on their behalf) to the medical necessity of the services delivered to patients of the PC Defendants, including TCD testing, ESWT, VNG testing, EDX testing, QSART testing, and CVT testing, as well as to the validity of the charges for such services.

1188. Ahmed, Gelb, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, Carmili, and Pepeljugoski participated in the conduct of the PC Defendants affairs when they submitted invoices through the U.S. Mail to insurers, including Travelers.

1189. At all relevant times, Ahmed, as a licensed physician, was legally and ethically obligated to act with honesty and integrity in connection with (a) the purported medical treatment

rendered through the PC Defendants, and (b) the corresponding billing submitted to Travelers on behalf of the PC Defendants.

1190. At all relevant times, Ahmed actively concealed from Travelers facts regarding the unlawful control of the PC Defendants, and the unknown layowners participation in the operation and management of the PC Defendants, to prevent Travelers from discovering that the PC Defendants was controlled by one or more non-physician, and therefore, was ineligible to bill for or collect insurance benefits.

1191. In fact, the PC Defendants were caused to appear as separately owned, independent entities to prevent Travelers from detecting that these entities were part of an organized, pervasive insurance fraud scheme.

1192. Ahmed also undertook steps to prevent detection of (a) Ahmed's control over the Ahmed PCs, and (b) Ahmed's participation in the operation and management of the Fictitious Billing PCs.

1193. The facts and circumstances related to Ahmed's operation, management, and control are not readily evident within the four corners of the documents submitted to Travelers by these defendants and upon which Travelers relied in adjusting the claims and in tendering payment in connection with each discrete patient claim at issue in this matter.

1194. Medical expense claims under New York law can only be submitted, and reimbursed, for services provided in accordance with all applicable New York State and local licensing requirements.

1195. Thus, every time that Ahmed caused the PC Defendants to submit reimbursement demands to Travelers, these defendants (and those individuals working under their control)

necessarily caused the PC Defendants to certify that they were, in all respects, eligible to be reimbursed under New York law.

1196. The full extent of Ahmed's (a) participation in the operation and management of the PC Defendants enterprises, and (b) unlawful acts committed while conducting the affairs of the PC Defendants enterprises was not, and could not have been, known to Travelers until it commenced this action.

VIII. TRAVELERS' JUSTIFIABLE RELIANCE

1197. Each claim submitted to Travelers by (or on behalf of) the PC Defendants was verified pursuant to Insurance Law § 403.

1198. At all relevant times, Ahmed, Gelb, Beckles, Levitan, V. Kremer, A. Kremer, Khanna, Carmili, and Pepeljugoski, as licensed healthcare providers, were legally and ethically obligated to act with honesty and integrity in connection with their provision of, and billing for, healthcare services.

1199. To induce Travelers to promptly pay the PC Defendant patient invoices, the Defendants submitted (or caused to be submitted) to Travelers NF-3, HCFA-1500, or CMS-1500 forms certifying that the PC Defendants were eligible to be reimbursed under New York law.

1200. Further, to induce Travelers to promptly pay the non-compensable charges for the healthcare services purportedly provided to patients of the PC Defendants, the Defendants hired attorneys and law firms to pursue collection of the fraudulent and/or otherwise not compensable charges from Travelers. These attorneys and law firms routinely file time-consuming and expensive lawsuits and arbitration matters against Travelers in the event that the PC Defendants' charges are not promptly paid in full.

1201. Travelers is under statutory and contractual obligations to promptly and fairly process claims within thirty (30) days. The facially valid documents submitted to Travelers in support of the fraudulent charges at issue, combined with the material misrepresentations described above, were designed to, and did, cause Travelers to justifiably rely on them.

1202. At all relevant times, as alleged above, the Defendants concealed from Travelers the truth regarding the PC Defendants reimbursement eligibility under New York law.

1203. In reasonable reliance on these misrepresentations, Travelers paid money to the PC Defendants to its detriment.

1204. Travelers would not have made any of these payments to these entities had the defendants provided true and accurate information about the PC Defendants reimbursement eligibility under New York law, including the operation of the entities and the fact and necessity of the services provided.

1205. As a result of the Defendants' conduct, Travelers has paid in excess of $291,019.03 in reasonable reliance on the defendants' false healthcare documentation and false representations regarding the Defendants' eligibility for reimbursement under New York law.

1206. Because the Defendants actively concealed their fraudulent conduct from Travelers, Travelers did not discover, and could not have reasonably discovered, that it had been damaged by the defendants' fraudulent conduct until shortly before it filed this Complaint.

IX. DAMAGES

1207. The Defendants' pattern of fraudulent conduct injured Travelers in its business and property by reason of the aforesaid violations of state and federal law. Although it is not necessary for Travelers to calculate damages with specificity at this stage in the litigation

(whereas Travelers' damages continue to accrue), Travelers' injury includes, but is not limited to, compensatory damages for:

i. Payments made to Garden Medical Care, P.C. in connection with first-party claims in excess of $20,489.64, the exact amount to be determined at trial. The chart annexed as Exhibit 16, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Garden Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

ii. Payments made to Lane Medical Care, P.C. in connection with first-party claims in excess of $40,626.15, the exact amount to be determined at trial. The chart annexed as Exhibit 18, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Lane Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

iii. Payments made to Pegasus Medical Care, P.C. in connection with first-party claims in excess of $11,672.39, the exact amount to be determined at trial. The chart annexed as Exhibit 21, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Pegasus Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

iv. Payments made to Esplanade Medical Care, P.C. in connection with first-party claims in excess of $10,676.72, the exact amount to be determined at trial. The chart annexed as Exhibit 15, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Esplanade Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

v. Payments made to Queens Medical Diagnostic P.C. in connection with first-party claims in excess of $38,430.95, the exact amount to be determined at trial. The chart annexed as Exhibit 22, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Queens Medical Diagnostic P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

vi. Payments made to East Coast Medical Care, P.C. in connection with first-party claims in excess of $21,124.85, the exact amount to be determined at trial. The chart annexed as Exhibit 13, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to East Coast Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

vii. Payments made to Northern Medical Care, P.C. in connection with first-party claims in excess of $7,887.93, the exact amount to be determined at trial. The chart annexed as Exhibit 20, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Northern Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

viii. Payments made to Modern Brooklyn Medical, PC in connection with first-party claims in excess of $39,973.29, the exact amount to be determined at trial. The chart annexed as Exhibit 19, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Modern Brooklyn Medical, PC in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

ix. Payments made to ENS Medical, P.C. in connection with first-party claims in excess of $5,604.37, the exact amount to be determined at trial. The chart annexed as Exhibit 14, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to ENS Medical, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

x. Payments made to Town Medical Care, P.C. in connection with first-party claims in excess of $18,730.01, the exact amount to be determined at trial. The chart annexed as Exhibit 24, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Town Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xi. Payments made to Terrace Medical Care P.C. in connection with first-party claims in excess of $15,586.69, the exact amount to be determined at trial. The chart annexed as Exhibit 23, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Terrace Medical Care P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xii. Payments made to Go Medical, P.C. in connection with first-party claims in excess of $9,504.56, the exact amount to be determined at trial. The chart annexed as Exhibit 17, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Go Medical, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xiii. Payments made to Alan Beckles, M.D., P.C. in connection with first-party claims in excess of $5,165.25, the exact amount to be determined at trial. The chart

annexed as Exhibit 25, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Alan Beckles, M.D., P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xiv. Payments made to Harvey Levitan Medical P.C. in connection with first-party claims in excess of $9,328.37, the exact amount to be determined at trial. The chart annexed as Exhibit 27, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Harvey Levitan Medical P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xv. Payments made to Five Towns Physicians P.C. in connection with first-party claims in excess of $5,889.88, the exact amount to be determined at trial. The chart annexed as Exhibit 26, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Five Towns Physicians P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xvi. Payments made to Pitch Medical P.C. in connection with first-party claims in excess of $9,308.49, the exact amount to be determined at trial. The chart annexed as Exhibit 28, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Pitch Medical P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

xvii. Payments made to Ridgewood Medical Services P.C. in connection with first-party claims in excess of $21,019.49, the exact amount to be determined at trial. The chart annexed as Exhibit 29, and incorporated herein as if set forth in its entirety, identifies Travelers' payments to Ridgewood Medical Services P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

X. CAUSES OF ACTION

COUNT I
VIOLATIONS OF 18 U.S.C. § 1962(c)
GARDEN MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1208. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1209. In furtherance of their operation and management of Garden Medical Care, P.C.

("Garden Medical"), Defendant, Omar F. Ahmed, M.D. ("Count I Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1210. The Count I Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 30.

1211. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1212. Policies of insurance were delivered to insureds through the U.S. Mail.

1213. Payments made by Travelers to the Count I Defendant were delivered through the U.S. Mail.

1214. As documented above, the Count I Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count I Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1215. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Garden Medical, for the benefit of the Count I Defendant, that would not otherwise have been paid.

1216. The Count I Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count I Defendant to continue without being detected.

1217. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1218. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count I Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1219. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Garden Medical for the benefit of the Count I Defendant.

1220. The Count I Defendant participated in the conduct of the Garden Medical enterprise through a pattern of racketeering activities.

1221. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1222. Garden Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1223. The Count I Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Garden Medical enterprise through a pattern of racketeering activities.

1224. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count I Defendant's conduct.

1225. The Count I Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1226. By virtue of the Count I Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT II
VIOLATIONS OF 18 U.S.C. § 1962(c)
LANE MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1227. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1228. In furtherance of their operation and management of Lane Medical Care, P.C. ("Lane Medical"), Defendant, Omar F. Ahmed, M.D. ("Count II Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1229. The Count II Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 31.

1230. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1231. Policies of insurance were delivered to insureds through the U.S. Mail.

1232. Payments made by Travelers to the Count II Defendant were delivered through the U.S. Mail.

1233. As documented above, the Count II Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count II Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1234. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Lane Medical, for the benefit of the Count II Defendant, that would not otherwise have been paid.

1235. The Count II Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count II Defendant to continue without being detected.

1236. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1237. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count II Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1238. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Lane Medical for the benefit of the Count II Defendant.

1239. The Count II Defendant participated in the conduct of the Lane Medical enterprise through a pattern of racketeering activities.

1240. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and

elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1241. Lane Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1242. The Count II Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Lane Medical enterprise through a pattern of racketeering activities.

1243. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count II Defendant's conduct.

1244. The Count II Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1245. By virtue of the Count II Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT III
VIOLATIONS OF 18 U.S.C. § 1962(c)
PEGASUS MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1246. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1247. In furtherance of their operation and management of Pegasus Medical Care, P.C. ("Pegasus Medical"), Defendant, Omar F. Ahmed, M.D. ("Count III Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in

connection with Travelers insurance claims in furtherance of the scheme to defraud.

1248. The Count III Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 32.

1249. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1250. Policies of insurance were delivered to insureds through the U.S. Mail.

1251. Payments made by Travelers to the Count III Defendant were delivered through the U.S. Mail.

1252. As documented above, the Count III Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count III Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1253. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Pegasus Medical, for the benefit of the Count III Defendant, that would not otherwise have been paid.

1254. The Count III Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count III Defendant to continue without being detected.

1255. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1256. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count III Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1257. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Pegasus Medical for the benefit of the Count III Defendant.

1258. The Count III Defendant participated in the conduct of the Pegasus Medical enterprise through a pattern of racketeering activities.

1259. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1260. Pegasus Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1261. The Count III Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Pegasus Medical enterprise through a pattern of racketeering activities.

1262. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count III Defendant's conduct.

1263. The Count III Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1264. By virtue of the Count III Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT IV
VIOLATIONS OF 18 U.S.C. § 1962(c)
ESPLANADE MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1265. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1266. In furtherance of their operation and management of Esplanade Medical Care, P.C. ("Esplanade Medical"), Defendant, Omar F. Ahmed, M.D. ("Count IV Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1267. The Count IV Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 33.

1268. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1269. Policies of insurance were delivered to insureds through the U.S. Mail.

1270. Payments made by Travelers to the Count IV Defendant were delivered through the U.S. Mail.

1271. As documented above, the Count IV Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count IV Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1272. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Esplanade Medical, for the benefit of the Count IV Defendant, that would not otherwise have been paid.

1273. The Count IV Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count IV Defendant to continue without being detected.

1274. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1275. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count IV Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1276. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Esplanade Medical for the benefit of the Count IV Defendant.

1277. The Count IV Defendant participated in the conduct of the Esplanade Medical enterprise through a pattern of racketeering activities.

1278. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and

elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1279. Esplanade Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1280. The Count IV Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Esplanade Medical enterprise through a pattern of racketeering activities.

1281. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count IV Defendant's conduct.

1282. The Count IV Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1283. By virtue of the Count IV Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT V
VIOLATIONS OF 18 U.S.C. § 1962(c)
QUEENS MEDICAL DIAGNOSTIC P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1284. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1285. In furtherance of their operation and management of Queens Medical Diagnostic P.C. ("Queens Medical"), Defendant, Omar F. Ahmed, M.D. ("Count V Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical

documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1286. The Count V Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 34.

1287. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1288. Policies of insurance were delivered to insureds through the U.S. Mail.

1289. Payments made by Travelers to the Count V Defendant were delivered through the U.S. Mail.

1290. As documented above, the Count V Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count V Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1291. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Queens Medical, for the benefit of the Count V Defendant, that would not otherwise have been paid.

1292. The Count V Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count V Defendant to continue without being detected.

1293. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1294. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count V Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1295. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Queens Medical for the benefit of the Count V Defendant.

1296. The Count V Defendant participated in the conduct of the Queens Medical enterprise through a pattern of racketeering activities.

1297. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1298. Queens Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1299. The Count V Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Queens Medical enterprise through a pattern of racketeering activities.

1300. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count V Defendant's conduct.

1301. The Count V Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1302. By virtue of the Count V Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT VI
VIOLATIONS OF 18 U.S.C. § 1962(c)
EAST COAST MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1303. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1304. In furtherance of their operation and management of East Coast Medical Care, P.C. ("East Coast Medical"), Defendant, Omar F. Ahmed, M.D. ("Count VI Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1305. The Count VI Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 35.

1306. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1307. Policies of insurance were delivered to insureds through the U.S. Mail.

1308. Payments made by Travelers to the Count VI Defendant were delivered through the U.S. Mail.

1309. As documented above, the Count VI Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count VI Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1310. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to East Coast Medical, for the benefit of the Count VI Defendant, that would not otherwise have been paid.

1311. The Count VI Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count VI Defendant to continue without being detected.

1312. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1313. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count VI Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1314. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to East Coast Medical for the benefit of the Count VI Defendant.

1315. The Count VI Defendant participated in the conduct of the East Coast Medical enterprise through a pattern of racketeering activities.

1316. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and

elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1317. East Coast Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1318. The Count VI Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the East Coast Medical enterprise through a pattern of racketeering activities.

1319. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count VI Defendant's conduct.

1320. The Count VI Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1321. By virtue of the Count VI Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT VII
VIOLATIONS OF 18 U.S.C. § 1962(c)
NORTHERN MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1322. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1323. In furtherance of their operation and management of Northern Medical Care, P.C. ("Northern Medical"), Defendant, Omar F. Ahmed, M.D. ("Count VII Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in

connection with Travelers insurance claims in furtherance of the scheme to defraud.

1324. The Count VII Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 36.

1325. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1326. Policies of insurance were delivered to insureds through the U.S. Mail.

1327. Payments made by Travelers to the Count VII Defendant were delivered through the U.S. Mail.

1328. As documented above, the Count VII Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count VII Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1329. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Northern Medical, for the benefit of the Count VII Defendant, that would not otherwise have been paid.

1330. The Count VII Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count VII Defendant to continue without being detected.

1331. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1332. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count VII Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1333. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Northern Medical for the benefit of the Count VII Defendant.

1334. The Count VII Defendant participated in the conduct of the Northern Medical enterprise through a pattern of racketeering activities.

1335. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1336. Northern Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1337. The Count VII Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Northern Medical enterprise through a pattern of racketeering activities.

1338. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count VII Defendant's conduct.

1339. The Count VII Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1340. By virtue of the Count VII Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims

submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT VIII
VIOLATIONS OF 18 U.S.C. § 1962(c)
MODERN BROOKLYN MEDICAL, PC ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1341. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1342. In furtherance of their operation and management of Modern Brooklyn Medical, PC ("Modern Brooklyn"), Defendant, Omar F. Ahmed, M.D. ("Count VIII Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1343. The Count VIII Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 37.

1344. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1345. Policies of insurance were delivered to insureds through the U.S. Mail.

1346. Payments made by Travelers to the Count VIII Defendant were delivered through the U.S. Mail.

1347. As documented above, the Count VIII Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were

purportedly performed by the Count VIII Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1348. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Modern Brooklyn, for the benefit of the Count VIII Defendant, that would not otherwise have been paid.

1349. The Count VIII Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count VIII Defendant to continue without being detected.

1350. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1351. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count VIII Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1352. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Modern Brooklyn for the benefit of the Count VIII Defendant.

1353. The Count VIII Defendant participated in the conduct of the Modern Brooklyn enterprise through a pattern of racketeering activities.

1354. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1355. Modern Brooklyn constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1356. The Count VIII Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Modern Brooklyn enterprise through a pattern of racketeering activities.

1357. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count VIII Defendant's conduct.

1358. The Count VIII Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1359. By virtue of the Count VIII Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT IX
VIOLATIONS OF 18 U.S.C. § 1962(c)
ENS MEDICAL, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1360. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1361. In furtherance of their operation and management of ENS Medical, P.C. ("ENS Medical"), Defendant, Omar F. Ahmed, M.D. ("Count IX Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1362. The Count IX Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 38.

1363. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1364. Policies of insurance were delivered to insureds through the U.S. Mail.

1365. Payments made by Travelers to the Count IX Defendant were delivered through the U.S. Mail.

1366. As documented above, the Count IX Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count IX Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1367. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to ENS Medical, for the benefit of the Count IX Defendant, that would not otherwise have been paid.

1368. The Count IX Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count IX Defendant to continue without being detected.

1369. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1370. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count IX Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1371. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to ENS Medical for the benefit of the Count IX Defendant.

1372. The Count IX Defendant participated in the conduct of the ENS Medical enterprise through a pattern of racketeering activities.

1373. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1374. ENS Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1375. The Count IX Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the ENS Medical enterprise through a pattern of racketeering activities.

1376. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count IX Defendant's conduct.

1377. The Count IX Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1378. By virtue of the Count IX Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims

submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT X
VIOLATIONS OF 18 U.S.C. § 1962(c)
TOWN MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Phyllis M. Gelb, M.D.)

1379. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1380. In furtherance of their operation and management of Town Medical Care, P.C. ("Town Medical"), Defendants, Omar F. Ahmed, M.D. and Phyllis M. Gelb, M.D. (collectively, "Count X Defendants") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1381. The Count X Defendants employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 10.

1382. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1383. Policies of insurance were delivered to insureds through the U.S. Mail.

1384. Payments made by Travelers to the Count X Defendants were delivered through the U.S. Mail.

1385. As documented above, the Count X Defendants repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were

purportedly performed by one or more of the Count X Defendants for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1386. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Town Medical, for the benefit of one or more of the Count X Defendants, that would not otherwise have been paid.

1387. The Count X Defendants' pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count X Defendants to continue without being detected.

1388. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1389. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count X Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1390. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Town Medical for the benefit of the Count X Defendants.

1391. The Count X Defendants participated in the conduct of the Town Medical enterprise through a pattern of racketeering activities.

1392. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1393. Town Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1394. The Count X Defendants associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Town Medical enterprise through a pattern of racketeering activities.

1395. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count X Defendants' conduct.

1396. The Count X Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1397. By virtue of the Count X Defendants' violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from them three times the damages sustained by reason of the claims submitted by them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XI
VIOLATIONS OF 18 U.S.C. § 1962(d)
TOWN MEDICAL CARE, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Phyllis M. Gelb, M.D.)

1398. Travelers re-alleges, re-pleads and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1399. Throughout their participation and management of Town Medical Care, P.C. ("Town Medical"), Defendants, Omar F. Ahmed, M.D. and Phyllis M. Gelb, M.D. (collectively, "Count XI Defendants") conspired with each other to violate 18 U.S.C. § 1962(c).

1400. The Count XI Defendants each agreed to participate in a conspiracy to violate 18 U.S.C. § 1962(c) by agreeing to conduct the affairs of Town Medical by means of a pattern of

racketeering activity, namely using the U.S. Mail to send fraudulent NF-3 bills and other claim-related documents to Travelers in connection with insurance claims, including, without limitation, the numerous instances of mail fraud set forth in Exhibit 10.

1401. The purpose of the conspiracy was to obtain insurance benefit payments from Travelers on behalf of Town Medical, even though the Count XI Defendants, as a result of the Count XI Defendants' unlawful conduct, were not eligible to collect such insurance benefit payments. The Count XI Defendants were aware of this purpose and agreed to take steps to meet the conspiracy's objectives, including the creation of and mailing of documents and other claim-related materials, including NF-3 forms, containing misrepresentations.

1402. Travelers has been injured in its business and property by reason of this conspiratorial conduct whereas Travelers has been induced to make payments as a result of the Count XI Defendants' unlawful conduct described herein.

1403. By virtue of this violation of 18 U.S.C. § 1962(d), the Count XI Defendants are jointly and severally liable to Travelers, and Travelers is entitled to recover from each of the Count XI Defendants three times the damages sustained by reason of the claims submitted by Town Medical, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XII
VIOLATIONS OF 18 U.S.C. § 1962(c)
TERRACE MEDICAL CARE P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1404. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1405. In furtherance of their operation and management of Terrace Medical Care P.C.

("Terrace Medical"), Defendant, Omar F. Ahmed, M.D. ("Count XII Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1406. The Count XII Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 39.

1407. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1408. Policies of insurance were delivered to insureds through the U.S. Mail.

1409. Payments made by Travelers to the Count XII Defendant were delivered through the U.S. Mail.

1410. As documented above, the Count XII Defendant repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XII Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1411. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Terrace Medical, for the benefit of the Count XII Defendant, that would not otherwise have been paid.

1412. The Count XII Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XII Defendant to continue without being detected.

1413. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1414. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XII Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1415. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Terrace Medical for the benefit of the Count XII Defendant.

1416. The Count XII Defendant participated in the conduct of the Terrace Medical enterprise through a pattern of racketeering activities.

1417. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1418. Terrace Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1419. The Count XII Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Terrace Medical enterprise through a pattern of racketeering activities.

1420. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XII Defendant's conduct.

1421. The Count XII Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1422. By virtue of the Count XII Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XIII
VIOLATIONS OF 18 U.S.C. § 1962(c)
GO MEDICAL, P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D.)

1423. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1424. In furtherance of their operation and management of Go Medical, P.C. ("Go Medical"), Defendant, Omar F. Ahmed, M.D. ("Count XIII Defendant") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1425. The Count XIII Defendant employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 40.

1426. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1427. Policies of insurance were delivered to insureds through the U.S. Mail.

1428. Payments made by Travelers to the Count XIII Defendant were delivered through the U.S. Mail.

1429. As documented above, the Count XIII Defendant repeatedly and intentionally

submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XIII Defendant for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1430. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Go Medical, for the benefit of the Count XIII Defendant, that would not otherwise have been paid.

1431. The Count XIII Defendant's pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XIII Defendant to continue without being detected.

1432. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1433. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XIII Defendant engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1434. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Go Medical for the benefit of the Count XIII Defendant.

1435. The Count XIII Defendant participated in the conduct of the Go Medical enterprise through a pattern of racketeering activities.

1436. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1437. Go Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1438. The Count XIII Defendant associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Go Medical enterprise through a pattern of racketeering activities.

1439. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XIII Defendant's conduct.

1440. The Count XIII Defendant's conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1441. By virtue of the Count XIII Defendant's violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from him three times the damages sustained by reason of the claims submitted by him, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XIV
VIOLATIONS OF 18 U.S.C. § 1962(c)
ALAN BECKLES, M.D., P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Alan D. Beckles, M.D.)

1442. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1443. In furtherance of their operation and management of Alan Beckles, M.D., P.C.

("Beckles MD PC"), Defendants, Omar F. Ahmed, M.D. and Alan D. Beckles, M.D. (collectively, "Count XIV Defendants") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1444. The Count XIV Defendants employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 41.

1445. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1446. Policies of insurance were delivered to insureds through the U.S. Mail.

1447. Payments made by Travelers to the Count XIV Defendants were delivered through the U.S. Mail.

1448. As documented above, the Count XIV Defendants repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XIV Defendants for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1449. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Beckles MD PC, for the benefit of one or more of the Count XIV Defendants, that would not otherwise have been paid.

1450. The Count XIV Defendants' pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on

their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XIV Defendants to continue without being detected.

1451. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1452. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XIV Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1453. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Beckles MD PC for the benefit of the Count XIV Defendants.

1454. The Count XIV Defendants participated in the conduct of the Beckles MD PC enterprise through a pattern of racketeering activities.

1455. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1456. Beckles MD PC constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1457. The Count XIV Defendants associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Beckles MD PC enterprise through a pattern of racketeering activities.

1458. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XIV Defendants' conduct.

1459. The Count XIV Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1460. By virtue of the Count XIV Defendants' violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from them three times the damages sustained by reason of the claims submitted by them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XV
VIOLATIONS OF 18 U.S.C. § 1962(d)
ALAN BECKLES, M.D., P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Alan D. Beckles, M.D.)

1461. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1462. Throughout their participation and management of Alan Beckles, M.D., P.C. ("Beckles MD PC"), Defendants, Omar F. Ahmed, M.D. and Alan D. Beckles, M.D. (collectively, "Count XV Defendants") conspired with each other to violate 18 U.S.C. § 1962(c).

1463. The Count XV Defendants each agreed to participate in a conspiracy to violate 18 U.S.C. § 1962(c) by agreeing to conduct the affairs of Beckles MD PC by means of a pattern of racketeering activity, namely using the U.S. Mail to send fraudulent NF-3 bills and other claim-related documents to Travelers in connection with insurance claims, including, without limitation, the numerous instances of mail fraud set forth in Exhibit 41.

1464. The purpose of the conspiracy was to obtain insurance benefit payments from Travelers on behalf of Beckles MD PC, even though Beckles MD PC, as a result of the Count XV Defendants' unlawful conduct, were not eligible to collect such insurance benefit payments. The Count XV Defendants were aware of this purpose and agreed to take steps to meet the

conspiracy's objectives, including the creation of and mailing of documents and other claim-related materials, including NF-3 forms, containing misrepresentations.

1465. Travelers has been injured in its business and property by reason of this conspiratorial conduct whereas Travelers has been induced to make payments as a result of the Count XV Defendants' unlawful conduct described herein.

1466. By virtue of this violation of 18 U.S.C. § 1962(d), the Count XV Defendants are jointly and severally liable to Travelers, and Travelers is entitled to recover from each of the Count XV Defendants three times the damages sustained by reason of the claims submitted by the Count XV Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XVI
VIOLATIONS OF 18 U.S.C. § 1962(c)
HARVEY LEVITAN MEDICAL P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Harvey Levitan, M.D.)

1467. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1468. In furtherance of their operation and management of Harvey Levitan Medical P.C. ("Levitan Medical"), Defendants, Omar F. Ahmed, M.D. and Harvey Levitan, M.D. (collectively, "Count XVI Defendants") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1469. The Count XVI Defendants employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 42.

1470. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1471. Policies of insurance were delivered to insureds through the U.S. Mail.

1472. Payments made by Travelers to the Count XVI Defendants were delivered through the U.S. Mail.

1473. As documented above, the Count XVI Defendants repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XVI Defendants for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1474. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Levitan Medical, for the benefit of one or more of the Count XVI Defendants, that would not otherwise have been paid.

1475. The Count XVI Defendants' pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XVI Defendants to continue without being detected.

1476. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1477. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XVI Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1478. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Levitan Medical for the benefit of the Count XVI Defendants.

1479. The Count XVI Defendants participated in the conduct of the Levitan Medical enterprise through a pattern of racketeering activities.

1480. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1481. Levitan Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1482. The Count XVI Defendants associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Levitan Medical enterprise through a pattern of racketeering activities.

1483. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XVI Defendants' conduct.

1484. The Count XVI Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1485. By virtue of the Count XVI Defendants' violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from them three times the damages sustained by reason of the claims submitted by them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XVII
VIOLATIONS OF 18 U.S.C. § 1962(d)
HARVEY LEVITAN MEDICAL P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Harvey Levitan, M.D.)

1486. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1487. Throughout their participation and management of Harvey Levitan Medical P.C. ("Levitan Medical"), Defendants, Omar F. Ahmed, M.D. and Harvey Levitan, M.D. (collectively, "Count XVII Defendants") conspired with each other to violate 18 U.S.C. § 1962(c).

1488. The Count XVII Defendants each agreed to participate in a conspiracy to violate 18 U.S.C. § 1962(c) by agreeing to conduct the affairs of Levitan Medical by means of a pattern of racketeering activity, namely using the U.S. Mail to send fraudulent NF-3 bills and other claim-related documents to Travelers in connection with insurance claims, including, without limitation, the numerous instances of mail fraud set forth in Exhibit 42.

1489. The purpose of the conspiracy was to obtain insurance benefit payments from Travelers on behalf of Levitan Medical, even though Levitan Medical, as a result of the Count XVII Defendants' unlawful conduct, were not eligible to collect such insurance benefit payments. The Count XVII Defendants were aware of this purpose and agreed to take steps to meet the conspiracy's objectives, including the creation of and mailing of documents and other

claim-related materials, including NF-3 forms, containing misrepresentations.

1490. Travelers has been injured in its business and property by reason of this conspiratorial conduct whereas Travelers has been induced to make payments as a result of the Count XVII Defendants' unlawful conduct described herein.

1491. By virtue of this violation of 18 U.S.C. § 1962(d), the Count XVII Defendants are jointly and severally liable to Travelers, and Travelers is entitled to recover from each of the Count XVII Defendants three times the damages sustained by reason of the claims submitted by the Count XVII Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XVIII
VIOLATIONS OF 18 U.S.C. § 1962(c)
FIVE TOWNS PHYSICIANS P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D., Valerie Kremer, M.D., and Arye Kremer, M.D.)

1492. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1493. In furtherance of their operation and management of Five Towns Physicians P.C. ("Five Towns"), Defendants, Omar F. Ahmed, M.D., Valerie Kremer, M.D., and Arye Kremer, M.D. (collectively, "Count XVIII Defendants") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1494. The Count XVIII Defendants employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 43.

1495. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1496. Policies of insurance were delivered to insureds through the U.S. Mail.

1497. Payments made by Travelers to the Count XVIII Defendants were delivered through the U.S. Mail.

1498. As documented above, the Count XVIII Defendants repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XVIII Defendants for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1499. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Five Towns, for the benefit of one or more of the Count XVIII Defendants, that would not otherwise have been paid.

1500. The Count XVIII Defendants' pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XVIII Defendants to continue without being detected.

1501. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1502. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XVIII Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1503. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Five Towns for the benefit of the Count XVIII Defendants.

1504. The Count XVIII Defendants participated in the conduct of the Five Towns enterprise through a pattern of racketeering activities.

1505. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1506. Five Towns constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1507. The Count XVIII Defendants associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Five Towns enterprise through a pattern of racketeering activities.

1508. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XVIII Defendants' conduct.

1509. The Count XVIII Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1510. By virtue of the Count XVIII Defendants' violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from them three times the damages sustained by reason of the claims submitted by them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XIX
VIOLATIONS OF 18 U.S.C. § 1962(d)
FIVE TOWNS PHYSICIANS P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D., Valerie Kremer, M.D., and Arye Kremer, M.D.)

1511. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1512. Throughout their participation and management of Five Towns Physicians P.C. ("Five Towns"), Defendants, Omar F. Ahmed, M.D., Valerie Kremer, M.D., and Arye Kremer, M.D. (collectively, "Count XIX Defendants") conspired with each other to violate 18 U.S.C. § 1962(c).

1513. The Count XIX Defendants each agreed to participate in a conspiracy to violate 18 U.S.C. § 1962(c) by agreeing to conduct the affairs of Five Towns by means of a pattern of racketeering activity, namely using the U.S. Mail to send fraudulent NF-3 bills and other claim-related documents to Travelers in connection with insurance claims, including, without limitation, the numerous instances of mail fraud set forth in Exhibit 43.

1514. The purpose of the conspiracy was to obtain insurance benefit payments from Travelers on behalf of Five Towns, even though Five Towns, as a result of the Count XIX Defendants' unlawful conduct, were not eligible to collect such insurance benefit payments. The Count XIX Defendants were aware of this purpose and agreed to take steps to meet the conspiracy's objectives, including the creation of and mailing of documents and other claim-related materials, including NF-3 forms, containing misrepresentations.

1515. Travelers has been injured in its business and property by reason of this conspiratorial conduct whereas Travelers has been induced to make payments as a result of the Count XIX Defendants' unlawful conduct described herein.

1516. By virtue of this violation of 18 U.S.C. § 1962(d), the Count XIX Defendants are jointly and severally liable to Travelers, and Travelers is entitled to recover from each of the Count XIX Defendants three times the damages sustained by reason of the claims submitted by the Count XIX Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XX
VIOLATIONS OF 18 U.S.C. § 1962(c)
PITCH MEDICAL P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Sangeet Khanna, M.D.)

1517. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1518. In furtherance of their operation and management of Pitch Medical P.C. ("Pitch Medical"), Defendants, Omar F. Ahmed, M.D. and Sangeet Khanna, M.D. (collectively, "Count XX Defendants") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1519. The Count XX Defendants employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 44.

1520. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1521. Policies of insurance were delivered to insureds through the U.S. Mail.

1522. Payments made by Travelers to the Count XX Defendants were delivered through the U.S. Mail.

1523. As documented above, the Count XX Defendants repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XX Defendants for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1524. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Pitch Medical, for the benefit of one or more of the Count XX Defendants, that would not otherwise have been paid.

1525. The Count XX Defendants' pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XX Defendants to continue without being detected.

1526. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1527. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XX Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1528. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Pitch Medical for the benefit of the Count XX Defendants.

1529. The Count XX Defendants participated in the conduct of the Pitch Medical enterprise through a pattern of racketeering activities.

1530. Travelers (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York. The insurance fraud scheme practiced here and elsewhere have a deleterious impact on Travelers' overall financial well-being and adversely affect insurance rates.

1531. Pitch Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1532. The Count XX Defendants associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Pitch Medical enterprise through a pattern of racketeering activities.

1533. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XX Defendants' conduct.

1534. The Count XX Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1535. By virtue of the Count XX Defendants' violations of 18 U.S.C. 1962(c), Travelers is entitled to recover from them three times the damages sustained by reason of the claims submitted by them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XXI
VIOLATIONS OF 18 U.S.C. § 1962(d)
PITCH MEDICAL P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and Sangeet Khanna, M.D.)

1536. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1537. Throughout their participation and management of Pitch Medical P.C. ("Pitch Medical"), Defendants, Omar F. Ahmed, M.D. and Sangeet Khanna, M.D. (collectively, "Count XXI Defendants") conspired with each other to violate 18 U.S.C. § 1962(c).

1538. The Count XXI Defendants each agreed to participate in a conspiracy to violate 18 U.S.C. § 1962(c) by agreeing to conduct the affairs of Pitch Medical by means of a pattern of racketeering activity, namely using the U.S. Mail to send fraudulent NF-3 bills and other claim-related documents to Travelers in connection with insurance claims, including, without limitation, the numerous instances of mail fraud set forth in Exhibit 44.

1539. The purpose of the conspiracy was to obtain insurance benefit payments from Travelers on behalf of Pitch Medical, even though Pitch Medical, as a result of the Count XXI Defendants' unlawful conduct, were not eligible to collect such insurance benefit payments. The Count XXI Defendants were aware of this purpose and agreed to take steps to meet the conspiracy's objectives, including the creation of and mailing of documents and other claim-related materials, including NF-3 forms, containing misrepresentations.

1540. Travelers has been injured in its business and property by reason of this conspiratorial conduct whereas Travelers has been induced to make payments as a result of the Count XXI Defendants' unlawful conduct described herein.

1541. By virtue of this violation of 18 U.S.C. § 1962(d), the Count XXI Defendants are jointly and severally liable to Travelers, and Travelers is entitled to recover from each of the Count XXI Defendants three times the damages sustained by reason of the claims submitted by the Count XXI Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XXII
VIOLATIONS OF 18 U.S.C. § 1962(c)
RIDGEWOOD MEDICAL SERVICES P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and David Carmili, M.D.)

1542. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1543. In furtherance of their operation and management of Ridgewood Medical Services P.C. ("Ridgewood Medical"), Defendants, Omar F. Ahmed, M.D. and David Carmili, M.D. (collectively, "Count XXII Defendants") intentionally prepared and mailed (or caused to be prepared and mailed) false medical documentation in connection with Travelers insurance claims in furtherance of the scheme to defraud.

1544. The Count XXII Defendants employed two or more mailings to demand and/or receive payment from Travelers on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 45.

1545. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and payments were routinely delivered to Travelers through the U.S. Mail.

1546. Policies of insurance were delivered to insureds through the U.S. Mail.

1547. Payments made by Travelers to the Count XXII Defendants were delivered through the U.S. Mail.

1548. As documented above, the Count XXII Defendants repeatedly and intentionally submitted, or caused to be submitted, NF-3 forms to Travelers related to services that were purportedly performed by the Count XXII Defendants for the purpose of collecting payment from Travelers under the Travelers policies and applicable New York laws.

1549. As a result of, and in reasonable reliance upon, the mailing of these materially false representations, Travelers, by its agents and employees, issued drafts to Ridgewood Medical, for the benefit of one or more of the Count XXII Defendants, that would not otherwise have been paid.

1550. The Count XXII Defendants' pattern of preparing and mailing (or causing/directing the preparation and mailing of) these documents, each appearing legitimate on their face, also prevented Travelers from discovering this scheme for a long period of time, thus enabling the Count XXII Defendants to continue without being detected.

1551. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1552. By creating and then mailing to Travelers (or directing the creation and subsequent mailing to Travelers) of numerous fraudulent documents in an ongoing scheme, the Count XXII Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1553. The activities alleged in this case had the direct effect of causing funds to be transferred from Travelers to Ridgewood Medical for the benefit of the Count XXII Defendants.