1554. The Count XXII Defendants participated in the conduct of the Ridgewood Medical enterprise through a pattern of racketeering activities.

1555. 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.

1556. Ridgewood Medical constitutes an enterprise engaged in, and the activities of which affect, interstate commerce.

1557. The Count XXII Defendants associated with the foregoing enterprise, and participated—both directly and indirectly—in the conduct of the Ridgewood Medical enterprise through a pattern of racketeering activities.

1558. Travelers is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XXII Defendants' conduct.

1559. The Count XXII Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Travelers' injury.

1560. By virtue of the Count XXII 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 XXIII
VIOLATIONS OF 18 U.S.C. § 1962(d)
RIDGEWOOD MEDICAL SERVICES P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and David Carmili, M.D.)

1561. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1562. Throughout their participation and management of Ridgewood Medical Services P.C. ("Ridgewood Medical"), Defendants, Omar F. Ahmed, M.D. and David Carmili, M.D. (collectively, "Count XXIII Defendants") conspired with each other to violate 18 U.S.C. § 1962(c).

1563. The Count XXIII Defendants each agreed to participate in a conspiracy to violate 18 U.S.C. § 1962(c) by agreeing to conduct the affairs of Ridgewood 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 45.

1564. The purpose of the conspiracy was to obtain insurance benefit payments from Travelers on behalf of Ridgewood Medical, even though Ridgewood Medical, as a result of the Count XXIII Defendants' unlawful conduct, were not eligible to collect such insurance benefit payments. The Count XXIII 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.

1565. 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 XXIII Defendants' unlawful conduct described herein.

1566. By virtue of this violation of 18 U.S.C. § 1962(d), the Count XXIII Defendants are jointly and severally liable to Travelers, and Travelers is entitled to recover from each of the Count XXIII Defendants three times the damages sustained by reason of the claims submitted by the Count XXIII Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XXIV
COMMON LAW FRAUD
(Against Omar F. Ahmed, M.D., Phyllis M. Gelb, M.D., Garden Medical, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic, P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan D. Beckles, M.D, Alan Beckles, M.D., P.C., Harvey Levitan, M.D., Harvey Levitan Medical P.C., Valerie Kremer, M.D, Arye Kremer, M.D., Five Towns Physicians P.C., Sangeet Khanna, M.D., Pitch Medical P.C., David Carmili, M.D., and Ridgewood Medical Services P.C.)

1567. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1568. Omar F. Ahmed, M.D., Phyllis M. Gelb, M.D., Garden Medical, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic, P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan D. Beckles, M.D, Alan Beckles, M.D., P.C., Harvey Levitan, M.D., Harvey Levitan Medical P.C., Valerie Kremer, M.D, Arye Kremer, M.D., Five Towns Physicians P.C., Sangeet Khanna, M.D., Pitch Medical P.C., David Carmili, M.D., and Ridgewood Medical Services P.C. (collectively, the "Count XXIV Defendants") intentionally and knowingly made false and fraudulent statements of material fact to Travelers, and also concealed material facts from Travelers during the course of this scheme and in the course of their submission of bills

seeking payments for medical services under New York law.

1569. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (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, when, in fact, the Count XXIV Defendants were not eligible to seek or collect insurance benefit payments for these services because they were medically unnecessary.

1570. The Count XXIV Defendants intentionally made the above-described false and fraudulent statements, and purposely concealed material facts for the purpose of inducing Travelers to pay charges submitted by (or on behalf of) the Count XXIV Defendants.

1571. Travelers reasonably relied, to its detriment, upon the Count XXIV Defendants' material misrepresentation.

1572. Travelers has been injured in its business and property by reason of the above-described conduct because Travelers has made payments to the Count XXIV Defendants totaling in excess of $291,019.03 over in connection with claims determined to be fraudulent as of the filing of this action.

COUNT XXV
UNJUST ENRICHMENT
(Against Omar F. Ahmed, M.D., Phyllis M. Gelb, M.D., Garden Medical, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic, P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan D. Beckles, M.D, Alan Beckles, M.D., P.C., Harvey Levitan, M.D., Harvey Levitan Medical P.C., Valerie Kremer, M.D, Arye Kremer, M.D., Five Towns Physicians P.C., Sangeet Khanna, M.D., Pitch Medical P.C., David Carmili, M.D., and Ridgewood Medical Services P.C.)

1573. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1574. As detailed above, Omar F. Ahmed, M.D., Phyllis M. Gelb, M.D., Garden Medical, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic, P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan D. Beckles, M.D, Alan Beckles, M.D., P.C., Harvey Levitan, M.D., Harvey Levitan Medical P.C., Valerie Kremer, M.D, Arye Kremer, M.D., Five Towns Physicians P.C., Sangeet Khanna, M.D., Pitch Medical P.C., David Carmili, M.D., and Ridgewood Medical Services P.C. (collectively, the "Count XXV Defendants") have engaged in improper, unlawful, and unjust acts, all to the harm and detriment of Travelers.

1575. The Count XXV Defendants have each been enriched at Travelers' expense through their receipt of payments made by Travelers in connection with insurance benefit claims submitted by (or on behalf of) the PC Defendants.

1576. The payments received by the Count XXV Defendants constituted a benefit that they willingly and voluntarily accepted despite their commission of improper, unlawful, and unjust acts in furtherance of this scheme. The Count XXV Defendants' retention of Travelers'

payments violates fundamental principles of justice, equity, and good conscience.

1577. As detailed with particularity herein, the Count XXV Defendants 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.

1578. By reason of the improper, unlawful, and unjust conduct described throughout this Complaint, the Count XXV Defendants have been unjustly enriched in an amount totaling in excess of $291,019.03, the exact amount to be determined at trial.

COUNT XXVI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Garden Medical Care, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan Beckles, M.D., P.C., Harvey Levitan Medical P.C., Five Towns Physicians P.C., Pitch Medical P.C., Ridgewood Medical Services P.C., and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C.)

1579. Travelers re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-1207 as if set forth fully herein.

1580. Medical providers must adhere to all applicable New York statutes, which grant the authority to provide medical services in New York to be eligible to collect assigned insurance benefits.

1581. In view of its billing for (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, Garden Medical Care, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan Beckles, M.D., P.C., Harvey Levitan Medical P.C., Five Towns Physicians P.C., Pitch Medical P.C., Ridgewood Medical Services P.C., and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C. (the "Count XXVI Defendants") have, at all relevant times, been operating in violation of one or more New York or local licensing requirements necessary to provide professional medical services (including, but not limited to, New York Insurance Law, New York Education Law, and New York Business Corporation Law (and other statutory provisions)), and thus have no standing to seek or collect any insurance benefit payments from Travelers, including, but not limited to, insurance benefits that were assigned to the Count XXVI Defendants by its patients.

1582. The Count XXVI Defendants continue to submit assigned claims to Travelers demanding payment, and other assigned insurance claims remain pending with Travelers.

1583. The Count XXVI Defendants continue to challenge Travelers' prior claim denials.

1584. The Count XXVI Defendants continue to commence litigation against Travelers seeking payment of insurance benefits allegedly due and owing.

1585. A justifiable controversy exists between Travelers and the Count XXVI Defendants because the Count XXVI Defendants reject Travelers' ability to deny such claims.

1586. Travelers has no adequate remedy at law.

1587. The Count XXVI Defendants will also continue collecting payments from Travelers absent a declaration by this Court that their activities are unlawful, and that Travelers has no obligation to pay the pending, previously-denied, and/or any future claims submitted by the Count XXVI Defendants.

1588. Accordingly, Travelers requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202 declaring that the Count XXVI Defendants, at all relevant times, (a) services that were not provided in violation of state and local licensure law; (b) services that involved unlawful referrals and undisclosed financial arrangements; (c) services that were not medically necessary; and, (d) charges that exceeded the amounts allowed under the applicable Fee Schedule, and thus has no standing to collect payment on any assigned claim.

XI. DEMAND FOR RELIEF

WHEREFORE, plaintiffs, Travelers Personal Insurance Company, The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Home and Marine Insurance Company, Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company of Connecticut, Travelers Casualty and Surety

Company, Travelers Casualty Insurance Company of America, Travelers Personal Security Insurance Company, Travelers Property Casualty Company of America, Travelers Property Casualty Insurance Company, St Paul Protective Insurance Company, Travelers Commercial Insurance Company, and The Standard Fire Insurance Company (collectively, "Travelers"), respectfully pray that judgment enter in their favor, as follows:

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

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.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

COUNT XXIII
VIOLATIONS OF 18 U.S.C. § 1962(d)
RIDGEWOOD MEDICAL SERVICES P.C. ENTERPRISE
(Against Omar F. Ahmed, M.D. and David Carmili, M.D.)

(a) AWARD Travelers' actual and consequential damages to be established at trial;

(b) AWARD Travelers' treble damages pursuant to 18 U.S.C. § 1964, interests, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

COUNT XXIV
COMMON LAW FRAUD
(Against Omar F. Ahmed, M.D., Phyllis M. Gelb, M.D., Garden Medical, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic, P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan D. Beckles, M.D, Alan Beckles, M.D., P.C., Harvey Levitan, M.D., Harvey Levitan Medical P.C., Valerie Kremer, M.D, Arye Kremer, M.D., Five Towns Physicians P.C., Sangeet Khanna, M.D., Pitch Medical P.C., David Carmili, M.D., and Ridgewood Medical Services P.C.)

(a) AWARD Travelers its actual damages in an amount to be determined at trial;

(b) AWARD Travelers its costs, including, but not limited to; investigative costs incurred in the detection of Defendants' illegal conduct;

(c) AWARD Travelers its costs in defending collection lawsuits and arbitrations filed by the Defendants seeking to collect payment in connection with false and fraudulent claims; and

(d) GRANT any other relief this Court deems just.

COUNT XXV
UNJUST ENRICHMENT
(Against Omar F. Ahmed, M.D., Phyllis M. Gelb, M.D., Garden Medical, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic, P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan D. Beckles, M.D, Alan Beckles, M.D., P.C., Harvey Levitan, M.D., Harvey Levitan Medical P.C., Valerie Kremer, M.D, Arye Kremer, M.D., Five Towns Physicians P.C., Sangeet Khanna, M.D., Pitch Medical P.C., David Carmili, M.D., and Ridgewood Medical Services P.C.)

(a) AWARD Travelers its actual damages in an amount to be determined at trial; and

(b) GRANT any other relief this Court deems just.

COUNT XXVI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Garden Medical Care, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan Beckles, M.D., P.C., Harvey Levitan Medical P.C., Five Towns Physicians P.C., Pitch Medical P.C., Ridgewood Medical Services P.C., and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C.)

(a) DECLARE that Garden Medical Care, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan Beckles, M.D., P.C., Harvey Levitan Medical P.C., Five Towns Physicians P.C., Pitch Medical P.C., Ridgewood Medical Services P.C., and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C., at all relevant times, have been operated in violation of at least one New York state and/or local licensing requirement necessary to provide and bill for healthcare services in New York;

(b) DECLARE that Garden Medical Care, P.C., Lane Medical Care, P.C., Pegasus Medical

Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan Beckles, M.D., P.C., Harvey Levitan Medical P.C., Five Towns Physicians P.C., Pitch Medical P.C., Ridgewood Medical Services P.C., and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C.'s activities are unlawful;

(c) DECLARE that Travelers has no obligation to pay pending, previously-denied and/or future insurance claims submitted by Garden Medical Care, P.C., Lane Medical Care, P.C., Pegasus Medical Care, P.C., Esplanade Medical Care, P.C., Queens Medical Diagnostic P.C., East Coast Medical Care, P.C., Northern Medical Care, P.C., Modern Brooklyn Medical, PC, ENS Medical, P.C., Town Medical Care, P.C., Terrace Medical Care P.C., Go Medical, P.C., Alan Beckles, M.D., P.C., Harvey Levitan Medical P.C., Five Towns Physicians P.C., Pitch Medical P.C., Ridgewood Medical Services P.C., and Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C.; and

(d) GRANT all other relief this Court deem just and appropriate.

JURY TRIAL DEMAND

The plaintiffs demand a trial by jury on all claims.

[SIGNATURE PAGE FOLLOWS]

KING, TILDEN, MCETTRICK & BRINK, P.C.

/s/ Nathan A. Tilden

_____

Nathan A. Tilden (NT0571)
ntilden@ktmpc.com
Shauna L. Sullivan (SS5624)
ssullivan@ktmpc.com
350 Granite St., Ste 2204
Braintree, MA 02184
(617) 770-2214

Attorneys for the Plaintiffs,
The Charter Oak Fire Insurance Company,
St Paul Protective Insurance Company,
The Phoenix Insurance Company,
The Standard Fire Insurance Company,
The Travelers Home and Marine Insurance Company,
The Travelers Indemnity Company of America,
Travelers Casualty & Surety Company,
Travelers Casualty Insurance Company of America,
Travelers Commercial Insurance Company,
Travelers Indemnity Company of Connecticut,
Travelers Indemnity Company,
Travelers Personal Insurance Company,
Travelers Personal Security Insurance Company,
Travelers Property Casualty Company of America, and
Travelers Property Casualty Insurance Company

Dated: February 2, 2026

Revised 12.10.2025; Effective 12.10.2025

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

THE CHARTER OAK FIRE INSURANCE COMPANY, ST PAUL PROTECTIVE INSURANCE COMPANY, THE PHOENIX INSURANCE COMPANY, THE STANDARD FIRE INSURANCE COMPANY, THE TRAVELERS HOME AND MARINE INSURANCE COMPANY, THE TRAVELERS INDEMNITY COMPANY OF AMERICA, TRAVELERS CASUALTY & SURETY COMPANY, TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, TRAVELERS COMMERCIAL INSURANCE COMPANY, TRAVELERS INDEMNITY COMPANY OF CONNECTICUT, TRAVELERS INDEMNITY COMPANY, TRAVELERS PERSONAL INSURANCE COMPANY, TRAVELERS PERSONAL SECURITY INSURANCE COMPANY, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, and TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

(b) County of Residence of First Listed Plaintiff Hartford County, CT
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Nathan A. Tilden, King, Tilden, McEttrick & Brink, P.C., 350 Granite Street, Suite 2204, Braintree, MA 02184 (617)770-2214 (see attachment)

DEFENDANTS

AHMED, M.D., OMAR F., GELB, M.D. PHYLLIS M., GARDEN MEDICAL CARE, P.C., LANE MEDICAL CARE, P.C., PEGASUS MEDICAL CARE, P.C., ESPLANADE MEDICAL CARE, P.C., QUEENS MEDICAL DIAGNOSTIC P.C., EAST COAST MEDICAL CARE, P.C., NORTHERN MEDICAL CARE, P.C., MODERN BROOKLYN MEDICAL, PC, ENS MEDICAL, P.C., TOWN MEDICAL CARE, P.C., TERRACE MEDICAL CARE P.C., GO MEDICAL, P.C., ALAN BECKLES, M.D., P.C., BECKLES, M.D., ALAN D., HARVEY LEVITAN MEDICAL P.C., LEVITAN, M.D., HARVEY, FIVE TOWNS PHYSICIANS P.C., KREMER, M.D., VALERIE, KREMER, M.D., ARYE, PITCH MEDICAL P.C., KHANNA, M.D., SANGEET, RIDGEWOOD MEDICAL SERVICES P.C., CARMILI, M.D., DAVID, CRYSTAL ANTOINE PEPELJUGOSKI MEDICAL P.C. F/K/A SANITAS MEDICAL P.C., and PEPELJUGOSKI, M.D., CRYSTAL A.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee *
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☒ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
18 U.S.C. § 1962

Brief description of cause:
Violations of The Racketeer Influenced and Corrupt Organizations Act, Common-Law Fraud & Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $ $291,019.03

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

* Please respond to Part F on Page 2

PART A - CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of $150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration: No

I, Nathan A. Tilden, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☑ monetary damages sought are in excess of $150,000.00 exclusive of interest and costs,
- ☑ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

PART B - DISCLOSURE STATEMENT - FEDERAL RULES of CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more or its stocks. Add an additional page if needed.

Please see Fed. R. Civ. P. 7.1 Disclosure Statement at Docket No. 2.

PART C - RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

PART D - NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

*If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you **must select Office Code 2**.*

1. Is the action being removed from a state court that is located in Nassau or Suffolk County? No
2. In actions not involving real property, is the action being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County? No
3. If you answered "No" to all parts of Questions 1 and 2:
   a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County? Yes
   b. Do the majority of defendants reside in Nassau or Suffolk County? No
   c. Is a substantial amount of any property at issue located in Nassau or Suffolk County? No
4. If this is a Fair Debt Collection PracticeAct case, was the offending communication received in either Nassau or Suffolk County? No

(Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, of if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

PART E - BAR ADMISSION

1. I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court. Yes

If you answered No to E(1), please see instructions and Local Civ. R. 1.3.

2. Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? No If yes, please explain:

PART F - IMMIGRATION HABEAS

1. Is this petition based on an immigration detention? No .2. Does this case require immediate attention of a judge? No

If you answered Yes in Part F, and are filing this action after business hours, please see instructions here: https://www.nyed.uscourts.gov/emergency-applications-filed-after-business-hours.

Check Form to Validate Before Signing

I certify the accuracy of all information provided above.

Signature: /s/ Nathan A. Tilden Date: February 2, 2026

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

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

Defendants.

ATTACHMENT TO CIVIL ACTION COVER SHEET

The attorneys of record for the Plaintiffs are:

- Nathan A. Tilden, King, Tilden, McEttrick & Brink, P.C., 350 Granite Street, Suite 2204, Braintree, MA 02184 (617) 770-2214
- Shauna L. Sullivan, King, Tilden, McEttrick & Brink, P.C., 350 Granite Street, Suite 2204, Braintree, MA 02184 (617) 770-2214
- Hugh C.M. Brady, King, Tilden, McEttrick & Brink, P.C., 350 Granite Street, Suite 2204, Braintree, MA 02184 (617) 770-2214

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

THE CHARTER OAK FIRE INSURANCE COMPANY, ST PAUL PROTECTIVE INSURANCE COMPANY, THE PHOENIX INSURANCE COMPANY, THE STANDARD FIRE INSURANCE COMPANY, THE TRAVELERS HOME AND MARINE INSURANCE COMPANY, THE TRAVELERS INDEMNITY COMPANY OF AMERICA, TRAVELERS CASUALTY & SURETY COMPANY, TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, TRAVELERS COMMERCIAL INSURANCE COMPANY, TRAVELERS INDEMNITY COMPANY OF CONNECTICUT, TRAVELERS INDEMNITY COMPANY, TRAVELERS PERSONAL INSURANCE COMPANY, TRAVELERS PERSONAL SECURITY INSURANCE COMPANY, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, and TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

Plaintiff(s)

v.

Civil Action No.

OMAR F. AHMED, M.D., PHYLLIS M. GELB, M.D., GARDEN MEDICAL CARE, P.C., LANE MEDICAL CARE, P.C., PEGASUS MEDICAL CARE, P.C., ESPLANADE MEDICAL CARE, P.C., QUEENS MEDICAL DIAGNOSTIC P.C., EAST COAST MEDICAL CARE, P.C., NORTHERN MEDICAL CARE, P.C., MODERN BROOKLYN MEDICAL, PC, ENS MEDICAL, P.C., TOWN MEDICAL CARE, P.C., TERRACE MEDICAL CARE P.C., GO MEDICAL, P.C., ALAN BECKLES, M.D., P.C., ALAN D. BECKLES, M.D., HARVEY LEVITAN MEDICAL P.C., HARVEY LEVITAN, M.D., FIVE TOWNS PHYSICIANS P.C., VALERIE KREMER, M.D., ARYE KREMER, M.D., PITCH MEDICAL P.C., SANGEET KHANNA, M.D., RIDGEWOOD MEDICAL SERVICES P.C., DAVID CARMILI, M.D., CRYSTAL ANTOINE PEPELJUGOSKI MEDICAL P.C. F/K/A SANITAS MEDICAL P.C., and CRYSTAL ANTOINE PEPELJUGOSKI, M.D.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* See rider attached.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Nathan A. Tilden, Esq.
King, Tilden, McEttrick & Brink, P.C.
350 Granite St., Ste 2204
Braintree, MA 02184

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNA B. MAHONEY
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

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

Defendants.

RIDER TO SUMMONS

1. Omar F. Ahmed, M.D.
   205 W 54th St, Apt 11A
   New York, NY 10019

2. Phyllis M. Gelb, M.D.
   367 Union St 1
   Brooklyn, NY 11231

3. Pegasus Medical Care, P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

4. Garden Medical Care, P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

5. Lane Medical Care, P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

6. Esplanade Medical Care, P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

7. Queens Medical Diagnostic P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

8. East Coast Medical Care, P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

9. Northern Medical Care, P.C.
   c/o New York Department of State
   1 Commerce Plaza
   99 Washington Avenue
   Albany, NY 12231

10. Modern Brooklyn Medical, PC
    c/o New York Department of State
    1 Commerce Plaza
    99 Washington Avenue
    Albany, NY 12231

11. ENS Medical, P.C.
    c/o New York Department of State
    1 Commerce Plaza
    99 Washington Avenue
    Albany, NY 12231

12. Town Medical Care, P.C.
    c/o New York Department of State
    1 Commerce Plaza
    99 Washington Avenue
    Albany, NY 12231

13. Terrace Medical Care P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

14. Go Medical, P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

15. Alan Beckles, M.D., P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

16. Alan Beckles, M.D.
425 Riverside Dr 16E
New York, NY 10025

17. Harvey Levitan Medical P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

18. Harvey Levitan, M.D.
2957 Nostrand Ave
Brooklyn, NY 11229

19. Five Towns Physicians P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

20. Valerie Kremer, M.D.
143 Hewlett Neck Rd
Woodmere, NY 11598

21. Arye Kremer, M.D.
143 Hewlett Neck Rd
Woodmere, NY 11598

22. Pitch Medical P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

23. Sangeet Khanna, M.D.
12 W Woods Road
Great Neck, NY 11020

24. Ridgewood Medical Services P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

25. David Carmili, M.D.
10 Fir Dr
Great Neck, NY 11024

26. Crystal Antoine Pepeljugoski Medical P.C. f/k/a Sanitas Medical P.C.
c/o New York Department of State
1 Commerce Plaza
99 Washington Avenue
Albany, NY 12231

27. Crystal Antoine Pepeljugoski, M.D.
2 Thomas Pl
Valhalla, NY 10595

EXHIBIT 1

The Charter Oak Fire Insurance Company, et al. v. Ahmed, M.D., et al.

Exhibit 1

Affidavit of Melana Kay

AFFIDAVIT OF MELANA KAY

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

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

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

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

3. This affidavit contains a summary of my dealings with Colin Clarke, M.D. and Colin Clarke, M.D., P.C. It is not intended to be an exhaustive account of my experiences.

4. I have been working in medical offices in New York for the past 24 years.

5. In or around 1998, I began working as a receptionist in a medical office and, during that time, learned how to do medical billing for Workers' Compensation and No-Fault insurance benefits.

6. In 2000, I started working for a medical practice owned by a doctor named Frank Carr, M.D.

7. Dr. Carr and I were engaged to be married, and I worked in his office until his death in 2009.

8. When Dr. Carr passed away, I inherited his medical office and needed a doctor to replace him.

9. Dr. Carr's practice had been operating from a clinic located at 214-29 Jamaica Avenue, Jamaica, New York, and one other, smaller location in the Bronx across the street from

the old Yankee Stadium.

10. When Dr. Carr passed away, I inherited the lease with the building owner at 214-29 Jamaica Avenue.

11. Between 2009 and 2014, I cycled through a number of doctors as my partners in Dr. Carr's former practice. However, I was unable to keep any of these doctors for an extended period because, at that time, the practice was primarily a Workers' Compensation practice that was not very profitable.

12. Each of the doctors I had worked with during this time would work out of my office at 214-29 Jamaica Avenue and treat the patient base that I had developed there.

13. In or around 2014, I was again looking for a new doctor to work in the practice I had been running since Dr. Carr's passing.

14. At that time, I was introduced to Dr. Clarke by an acquaintance, and was told that Dr. Clarke was looking for work.

15. I had not previously met Dr. Clarke. When I did meet him, it was clear to me that Dr. Clarke was in a difficult financial situation, was making little money, and that he needed income. Dr. Clarke informed me that he was prohibited from providing or ordering EMG/NCV services and that he had almost lost his medical license.

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

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

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

19. Each time a batch of insurance or payer reimbursement checks would arrive for services billed through the practice, I would log those checks into my computer, calculate my share, and then inform Dr. Clarke of the amount that I was owed. Dr. Clarke would then issue a check from his bank account to one of my companies, either Medical Evaluation Services & Billing, Inc. or Medical Consultation Services & Billing, Inc.

20. Dr. Clarke and I agreed that the checks to me would not be precise down to the penny, but instead would be rounded to multiples of $3,000. For example, most of the checks I received from Dr. Clarke were for $3,000, $6,000, $9,000, or $12,000. Dr. Clarke and I agreed to structure the payments this way so that they would appear to be rent payments, rather than payments for my share of the practice's revenue.

21. At the outset of my partnership with Clarke, our practice's billing was approximately 90% Workers' Compensation and 10% No-Fault, operated exclusively out of my office located at 214-29 Jamaica Avenue, and treated the patient base that I had generated and maintained in the years following Dr. Carr's passing.

22. Until that time, I had been hesitant to get overly involved with No-Fault insurance billing, as I understood the No-Fault industry in Queens, Brooklyn, and the Bronx to be a ruthless business.

23. However, because I now had a chance to receive a share of the gross revenue of the practice operating under Dr. Clarke's license, I was open to expanding the practice.

24. Given that I had been involved in medical billing for many years, I had developed contacts with a number of lawyers, doctors, medical clinic managers, and clinic front

desk/administrative staff in clinics in the boroughs of New York City. Through these connections, I was able to identify additional locations from which our practice could operate.

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

26. Each time I identified a new clinic location for our practice, I would travel to the location, meet with the clinic manager or front desk staff, and negotiate the terms of our practice's operations from that location.

27. For example, I would negotiate the terms of the lease agreement that our practice would enter into with the clinic and the days on which Dr. Clarke or someone else from our practice would treat at the clinic.

28. In addition, the agreements with each clinic location included an oral agreement about the scope of the services that Dr. Clarke would be permitted to perform at each clinic. In particular, I agreed that Dr. Clarke was only allowed to provide a limited scope of services at each clinic, including patient examinations and trigger point injections.

29. Another condition of Dr. Clarke's work at each clinic – and one that I negotiated on behalf of the practice – was that he would be required to write certain prescriptions – namely, for physical therapy (to be provided by the physical therapist at the clinic), DME (to be provided by the DME companies affiliated with the clinic), MRIs (to be provided by the radiology companies affiliated with the clinic), and pharmaceuticals (to be provided by the pharmacies affiliated with the clinic).

30. I understood from my negotiations with the clinic managers that if Dr. Clarke refused to write these prescriptions, our practice would not gain access to each clinic's patient base.

31. As a way of further incentivizing clinic managers to permit Dr. Clarke to examine patients and provide trigger point injections and, in addition to agreeing that Dr. Clarke was required to write certain prescriptions at the clinic, I would also sometimes agree to make payments to various transportation companies that I understood were driving patients to the clinic to receive services. I would make those payments out of the bank accounts for either Medical Evaluation Services & Billing, Inc. or Medical Consultation Services & Billing, Inc.

32. The patients that our practice would provide services to at each clinic were not Dr. Clarke's own patients. Instead, the patient base was generated and maintained by each clinic, and Dr. Clarke's rent payments at each clinic were primarily made so that our practice could get access to each clinic's patients.

33. Dr. Clarke provided most of the services we billed to insurance companies through our practice. However, we occasionally had nurse practitioners go to a clinic location in Dr. Clarke's place, especially during the COVID-19 pandemic.

34. The nurse practitioners who performed services for our practice were not actual employees of the practice. They were instead independent contractors who were paid by the hour.

35. I was responsible for finding the nurse practitioners to work for the practice.

36. I was also responsible for scheduling the nurse practitioners at the various clinics. I or someone on my staff would typically send a schedule to each nurse practitioner by email or text message. Dr. Clarke was copied on those emails and text messages.

37. The nurse practitioners were never listed on our practice's billing as the person who had performed the services being billed for because the services would then only be eligible for 80% reimbursement and Dr. Clarke did not want to sacrifice any revenue by disclosing a nurse practitioner had performed the services.

38. Dr. Clarke provided trigger point injections to every patient he saw that was willing to receive the injections, and insisted that any nurse practitioner working for the practice do the same. In fact, in one instance, when a nurse practitioner worked a full day for the practice and did not provide a sufficient number of trigger point injections, Dr. Clarke informed me that that nurse practitioner should be terminated because she had not provided enough billable services to cover her wages.

39. When Dr. Clarke was finished at a clinic location on a given day, he would email me his reports, which were typed out using dictation software, and my staff would prepare the bills.

40. Dr. Clarke and I communicated frequently by email.

41. During my partnership with Dr. Clarke, he realized that he could bill for services under CPT code 99358 if he reviewed a patient's MRI reports or other records on days that he was not actually examining that patient. Each charge under CPT code 99358 was billed to insurance companies for $280.12.

42. In order to facilitate the billing under CPT code 99358, Dr. Clarke instructed the clinics and/or the MRI companies to electronically send him MRI reports so that he could review them on a day other than the day he examined the patient, and through that process he created billing opportunities under CPT code 99358.

43. Once Dr. Clarke and I began our partnership, I chose the law firms who would handle the practice's collections.

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

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

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

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

Melana Kay
Melana Kay

Sworn to before me this 7th day of May, 2024

Charles E. Kutner
Notary Public

Charles E. Kutner
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KU6008778
Qualified in Nassau County
Commission Expires June 15, 2026

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EXHIBIT 2