

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JULIO CESAR PUAC,

Index No.: 702770/2022

First-Party Plaintiff,

-against-

**NOTICE OF THIRD-PARTY
ACTION**

BG 37TH AVENUE REALTY LLC AND LINE VENTURE GROUP
LLC,

First-Party Defendants.

**NOTICE PURSUANT TO RULE 1007 OF THE CIVIL
PRACTICE LAW AND RULES**

PLEASE TAKE NOTICE, that the Third-Party Defendants, UNIVERSITY ORTHOPEDICS OF NEW YORK, PLLC, STEVEN TOULIOPOULOS, M.D., UNION SPINE SURGERY, P.C., ANDREW MEROLA, M.D., ALL COUNTY FOOT & ANKLE LLC, GIANNI PERSICH, DPM, WILLIAM L. KING, M.D., WILLIAM L. KING, M.D. PC, NEXUS PHYSICAL THERAPY P.C., MANGOOS PHYSICAL THERAPY P.C., PAIN PHYSICIANS NY P.C., KOLB RADIOLOGY, P.C., and THOMAS KOLB, M.D., were implead as Third-Party Defendants herein pursuant to Section 1007 of the New York Civil Practice Law Rules which grants permission to issue a Summons and Third-Party Complaint against the above-mentioned party. The title of the action now reads as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JULIO CESAR PUAC,

Index No: 702770/2022

Plaintiff,

-against-

BG 37TH AVENUE REALTY LLC AND LINE VENTURE GROUP
LLC,

Defendants.

BG 37TH AVENUE REALTY LLC,

Third-Party Index No.:

Third-Party Plaintiff,

-against-

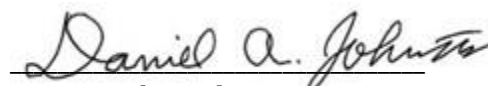
UNIVERSITY ORTHOPEDICS OF NEW YORK, PLLC, STEVEN
TOULIOPOULOS, M.D., UNION SPINE SURGERY, P.C., ANDREW
MEROLA, M.D., ALL COUNTY FOOT & ANKLE LLC, GIANNI
PERSICH, DPM, WILLIAM L. KING, M.D., WILLIAM L. KING, M.D.
PC, NEXUS PHYSICAL THERAPY P.C., MANGOOS PHYSICAL
THERAPY P.C., PAIN PHYSICIANS NY P.C., KOLB RADIOLOGY,
P.C., and THOMAS KOLB, M.D.,

Third-Party Defendants.

Dated: Syosset, New York
October 30, 2024

Yours etc.

BELL LAW GROUP, PLLC



By: Daniel A. Johnston, Esq.

Attorneys for First-Party Defendants/Third-Party
Plaintiffs

116 Jackson Avenue

Syosset, New York 11791

(516) 280-3008

See Addendum.

Addendum

To: UNIVERSITY ORTHOPEDICS
OF NEW YORK, PLLC
23-25 31st Street
Astoria, NY 11105

STEVEN TOULIOPOULOS, M.D.
23-25 31st Street
Astoria, NY 11105

UNION SPINE SURGERY, P.C.
141 West 28th Street, 5th Fl
New York, NY 10001

ANDREW MEROLA, M.D.
141 West 28th Street, 5th Fl
New York, NY 10001

ALL COUNTY FOOT & ANKLE LLC
28-56 41st St
Astoria, NY 11103

GIANNI PERSICH, DPM
28-56 41st St.
Astoria, NY 11103

WILLIAM L. KING, M.D. &
WILLIAM L. KING, M.D.
333 E 56th St 1st Floor
New York, NY 10022

PAIN PHYSICIANS NY PLLC
780 8TH AVE STE 201
NEW YORK, NY 10036

NEXUS PHYSICAL THERAPY P.C.
96-18 63rd Dr., 3rd Fl.
Flushing, NY 11374

MANGOOS PHYSICAL THERAPY P.C.
903 SHERIDAN AVE, SUITE E
BRONX, NY 10451

KOLB RADIOLOGY, P.C.
257 W. 34th Street
New York, NY 10001

THOMAS KOLB, M.D.
106 E 61st St
New York, NY 10065

WILLIAM SCHWITZER & ASSOCIATES
Attorneys for First Party Plaintiff
820 Second Avenue, 10th Floor
New York, New York 10017
Via NYSCEF

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JULIO CESAR PUAC,

Plaintiff,

Index No.:
702770/2022

-against-

**THIRD PARTY
SUMMONS**

BG 37TH AVENUE REALTY LLC AND LINE VENTURE GROUP
LLC,

Defendants.

BG 37TH AVENUE REALTY LLC,

Third-Party Index No.:

Defendants and Third-Party Plaintiff,

-against-

UNIVERSITY ORTHOPEDICS OF NEW YORK, PLLC, STEVEN
TOULIOPOULOS, M.D., UNION SPINE SURGERY, P.C., ANDREW
MEROLA, M.D., ALL COUNTY FOOT & ANKLE LLC, GIANNI
PERSICH, DPM, WILLIAM L. KING, M.D., WILLIAM L. KING, M.D.
PC, NEXUS PHYSICAL THERAPY P.C., MANGOOS PHYSICAL
THERAPY P.C., PAIN PHYSICIANS NY P.C., KOLB RADIOLOGY,
P.C., and THOMAS KOLB, M.D.,

Third-Party Defendants.

TO THE ABOVE-NAMED THIRD-PARTY DEFENDANTS:

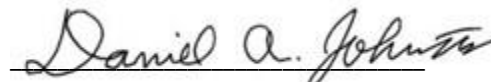
YOU ARE HEREBY SUMMONED to answer the Third-Party Complaint of the Defendants/Third-Party Plaintiffs BG 37TH AVENUE REALTY LLC, and serve copies of your Answer upon said Defendants/Third-Party Plaintiffs' attorneys, BELL LAW GROUP PLLC, and additional copies on the attorney for the First-Party Plaintiff, WILLIAM SCHWITZER & ASSOCIATES, within twenty (20) days after service of this Third-Party Summons and Complaint, exclusive of the date of service, or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York. In the case of your failure to answer the Complaint of the Defendant/Third-Party Plaintiff, judgment will

be taken against you by default for the relief demanded herein. The basis for the venue designated is the First-Party Plaintiff's residence in Queens County.

Dated: Syosset, New York
October 29, 2024

Yours etc.

BELL LAW GROUP, PLLC



By: Daniel A. Johnston, Esq.

Attorneys for First-Party Defendants/Third Party
Plaintiffs

BG 37TH AVENUE REALTY LLC

116 Jackson Avenue

Syosset, New York 11791

(516) 280-3008

To: See Addendum

Addendum

To:

UNIVERSITY ORTHOPEDICS
OF NEW YORK, PLLC
23-25 31st Street
Astoria, NY 11105

STEVEN TOULIOPOULOS, M.D.
23-25 31st Street
Astoria, NY 11105

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141 West 28th Street, 5th Fl
New York, NY 10001

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WILLIAM L. KING, M.D.
333 E 56th St 1st Floor
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PAIN PHYSICIANS NY PLLC
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106 E 61st St
New York, NY 10065

WILLIAM SCHWITZER & ASSOCIATES
Attorneys for First Party Plaintiff
820 Second Avenue, 10th Floor
New York, New York 10017
Via NYSCEF

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JULIO CESAR PUAC,

Index No.: 702770/2022

Plaintiff,

-against-

**THIRD PARTY
VERIFIED COMPLAINT**

BG 37TH AVENUE REALTY LLC AND LINE VENTURE GROUP LLC,

Defendants.

Third-Party Index No.:

BG 37TH AVENUE REALTY LLC,

Defendant and Third-Party
Plaintiff,

-against-

UNIVERSITY ORTHOPEDICS OF NEW YORK, PLLC, STEVEN
TOULIOPOULOS, M.D., UNION SPINE SURGERY, P.C., ANDREW
MEROLA, M.D., ALL COUNTY FOOT & ANKLE LLC, GIANNI
PERSICH, DPM, WILLIAM L. KING, M.D., WILLIAM L. KING, M.D.
PC, NEXUS PHYSICAL THERAPY P.C., MANGOOS PHYSICAL
THERAPY P.C., PAIN PHYSICIANS NY P.C., KOLB RADIOLOGY, P.C.,
and THOMAS KOLB, M.D.,

Third-Party Defendants.

Defendants/Third-Party Plaintiffs, BG 37TH AVENUE REALTY LLC, as and for their

Third-Party Complaint state:

NATURE OF THE ACTION

This is an action against all Third-Party Defendants for fraud and deceptive acts and practices in the conduct of furnishing their services, culminating in an unrestrained display of blatant surgical malpractice. Plaintiff, Julio Cesar Puac, underwent two spinal surgeries, two shoulder surgeries, a knee surgery, and an ankle surgery - as a result of a *fractured wrist*,

a desire to artificially inflate the value of the underlying suit, and to line pockets of medical providers hand-selected by his attorneys for precisely this purpose.

PARTIES

1) First-Party Plaintiff, JULIO CESAR PUAC (“PUAC”), was and still is an individual residing in the State of New York, County of Queens.

2) At all times relevant herein, Third-Party Defendant UNIVERSITY ORTHOPEDICS OF NEW YORK, PLLC (“UNIVERSITY ORTHO”) was a professional limited liability corporation organized and existing pursuant to the laws of the State of New York.

3) At all times relevant herein, UNIVERSITY ORTHO’s principal place of business was located at 23-25 31st Street, Astoria, NY 11105.

4) Third-Party Defendant STEVEN TOULIOPOULOS, M.D. (“TOULIOPOULOS”) was and is a physician licensed to practice medicine in the State of New York.

5) At all times relevant herein, TOULIOPOULOS, owned and operated UNIVERSITY ORTHO, and maintained an office at 23-25 31st Street, Astoria, NY 11105.

6) At all times relevant herein, Third-Party Defendant UNION SPINE SURGERY, P.C. (“UNION SPINE”) was a professional corporation organized and existing pursuant to the laws of the State of New York.

7) At all times relevant herein, UNION SPINE’s principal place of business was located at 141 West 28th Street, 5th Fl, New York, NY 10001.

8) Third-Party Defendant ANDREW MEROLA, M.D. (“MEROLA”) was and is a physician licensed to practice medicine in the State of New York.

9) At all times relevant herein, MEROLA owned and operated UNION SPINE, and maintains an office at 141 West 28th Street, 5th Fl, New York, NY 10001.

10) At all times relevant herein, Third-Party Defendant ALL COUNTY FOOT & ANKLE LLP ("ALL COUNTY") was a limited liability partnership organized and existing pursuant to the laws of the State of New York.

11) At all times relevant herein, ALL COUNTY's principal place of business was located at 28-56 41st St., Astoria, NY 11103.

12) Third-Party Defendant GIANNI PERSICH, DPM ("PERSICH") was and is a physician licensed to practice podiatric medicine in the State of New York.

13) At all times relevant herein, PERSICH owned and operated ALL COUNTY, and maintains an office at 28-56 41st St., Astoria, NY 11103.

14) At all times relevant herein, Third-Party Defendant WILLIAM L. KING, M.D. PC ("KING MDPC") was a professional corporation organized and existing pursuant to the laws of the State of New York.

15) At all times relevant herein, KING MDPC's principal place of business was located at 333 E 56th St 1st Fl., New York, NY 10022.

16) Third-Party Defendant WILLIAM L. KING, M.D. ("KING") was and is a physician licensed to practice medicine in the State of New York.

17) At all times relevant herein, KING owned and operated KING MDPC, and maintains an office at 333 E 56th St 1st Fl., New York, NY 10022.

18) Upon information and belief, KING runs about a dozen clinic locations under the auspices of KING MDPC, including 8611 Lefferts Blvd, Richmond Hill NY 11418.

19) At all times relevant herein, NEXUS PHYSICAL THERAPY P.C. (“NEXUS”), was a professional corporation organized and existing pursuant to the laws of the State of New York.

20) At all times relevant herein, NEXUS’s principal place of business was located at 96-18 63rd Dr., 3rd Fl. Flushing, NY 11374.

21) At all times relevant herein, MANGOOS PHYSICAL THERAPY P.C. (“MANGOOS”), was a professional corporation organized and existing pursuant to the laws of the State of New York.

22) At all times relevant herein, MANGOOS’s principal place of business was located at 96-18 63rd Dr., 3rd Fl. Flushing, NY 11374. MANGOOS has since moved to 903 SHERIDAN AVE, SUITE E BRONX, NY 10451.

23) .Upon information and belief, MANGOOS and NEXUS are owned by a husband and wife, with the change from MANGOOS to NEXUS at the Flushing address having no observable change other than letterhead.

24) At all times relevant herein, PAIN PHYSICIANS NY P.C. (“PAIN PC”), was a professional corporation organized and existing pursuant to the laws of the State of New York.

25) At all times relevant herein, PAIN PC’s principal place of business was located at 780 8TH AVE STE 201, New York, NY 10036.

26) At all times relevant herein, PAIN PC operated a location at 96-18 63rd Dr., 2nd Fl., Flushing, NY 11374.

27) At all times relevant herein, Third-Party Defendant KOLB RADIOLOGY, P.C. ("KOLB PC") was a professional corporation organized and existing pursuant to the laws of the State of New York.

28) At all times relevant herein, KOLB PC's principal place of business was located at 257 W. 34th Street, New York, NY 10001.

29) Third-Party Defendant THOMAS KOLB, M.D. ("KOLB") was and is a physician licensed to practice medicine in the State of New York.

30) At all times relevant herein, KOLB owned and operated KOLB PC, and maintains an office at 106 E 61st St., New York, NY 10065.

31) This action falls within one or more of the exemptions set forth in CPLR § 1602.

32) Pursuant to CPLR §1602(2)(iv), Third Party Defendants are jointly and severally liable for all of Plaintiff' damages, including but not limited to Plaintiff' non-economic losses, irrespective of the provisions of CPLR §1601, by reason of the fact that Third Party Defendants owed the Plaintiff a non-delegable duty of care.

33) Pursuant to CPLR §1602(2)(iv), Third Party Defendants are jointly and severally liable for all of Plaintiff' damages, including but not limited to Plaintiff' non-economic losses, irrespective of the provisions of CPLR §1601, by reason of the fact that each of the answering Third Party Defendants are vicariously liable for the negligent acts and omissions of its agents, servants, or employees, which persons or entities may be one or more of the Co-Defendants to this action.

34) Pursuant to CPLR §1602(7), Third Party Defendants are jointly and severally liable for all of Plaintiff' damages, including but not limited to Plaintiff' non-economic losses, irrespective of the provisions of CPLR §1601, by reason of the fact that Third Party

Defendants acted with reckless disregard to the safety of others, including First-party Plaintiff, JULIO CESAR PUAC.

35) Pursuant to CPLR §1602(11), Third Party Defendants are jointly and severally liable for all of Plaintiff' damages, including but not limited to Plaintiff' non-economic losses, irrespective of the provisions of CPLR §1601, by reason of the fact that Third Party Defendants acted knowingly or intentionally, and in concert, to cause the acts or failures which are a proximate cause of First- Party Plaintiff, JULIO CESAR PUAC's alleged injuries.

FIRST CAUSE OF THIRD-PARTY ACTION

FRAUD

As against All Third Party Defendants

36) To properly allege a claim for fraud, a party must allege the following: (1) a misrepresentation or material omission of fact which was false and known to be false by the defendant; (2) made for the purpose of inducing the other party to rely upon it; (3) justifiable reliance of other party on the misrepresentation or material omission; and (4) damages.

37) New York law prohibits unprofessional conduct in the practice of medicine, nursing, and chiropractic, which includes exploiting patients for financial gain. 8 N.Y.C.R.R. § 29.1(b)(2) (prohibiting medical, nursing, and chiropractic professionals from "exercising undue influence on the patient or client, including the promotion of the sale of services, goods, appliances or drugs in such manner as to exploit the patient or client for the financial gain of the practitioner or of a third party").

38) New York law prohibits physicians and physician assistants from "[d]irectly or indirectly offering, giving, soliciting, or receiving or agreeing to receive, any fee or other consideration to or from a third party for the referral of a patient or in connection with the performance of professional services." See N.Y. Educ. Law § 6530(18); see also 8 N.Y.C.R.R. §

29.1(b)(3) (prohibiting physicians, physician assistants, nurse practitioners, and chiropractors from “directly or indirectly offering, giving, soliciting, or receiving or agreeing to receive, any fee or other consideration to or from a third party for the referral of a patient or client or in connection with the performance of professional services.”).

39) Consideration to and from a third party includes an arrangement with a healthcare provider that is in excess of fair market value or that provides compensation that varies directly or indirectly based on the volume or value of any referrals or business between the parties.

40) The Third-Party Defendants maintained collusive relationships with each other, and with certain attorneys, for the referral of patients in violation of New York law prohibiting such arrangements.

41) The Third-Party Defendants provided services that were unnecessary, premature, and/or without documented clinical indications.

42) Each of the Third-Party Defendants engaged in services which were performed not with the intent of actually treating Plaintiff, but instead maximizing billing and inflating the damages of the underlying lawsuit.

43) In the course of same, Third-Party Defendants engaged in a course of conduct for which they are liable to Plaintiff, and over and above to Third Party Plaintiffs.

44) Each of the Third-Party Defendants made materially false statements concerning Plaintiff’s physical condition, diagnosis, prognosis, causality, and indicated treatment.

45) Each of the Third-Party Defendants made the above-referenced materially false statements for the purpose of inducing Plaintiff to receive unnecessary surgery after

unnecessary surgery, for their own monetary benefit, and for the benefit of the referring attorneys.

46) Each of the Third-Party Defendants made the above-referenced materially false statements for the purpose of inducing Defendant/Third-Party Plaintiff to rely upon such statements in adjusting Plaintiff's claim for damages.

47) Plaintiff, a non-English speaking laborer with a second-grade education from Guatemala, justifiably relied upon the medical and legal advice provided to him by attorneys and doctors.

48) Third-Party Plaintiff is forced to rely upon the material misrepresentations made by the Third-Party Defendants insofar as they *have no choice* given the very nature of litigation; expert witnesses and legal defenses *must* be retained and raised, as a direct result of the material misrepresentations, in order to overcome the myriad material misrepresentations set forth by the Third-Party Defendants. The material misrepresentations cannot be simply disregarded as they could under other circumstances, lest the Third-Party Plaintiffs subject themselves to millions of dollars in damages without a viable defense.

49) Damages to Plaintiff are clear: he has been turned into a veritable pin-cushion, subject to *six surgeries*, none of which were for his wrist, to the monetary benefit of the Third Party Defendants and certain attorneys.

50) Damages to Defendant/Third-Party Plaintiff is equally clear: outside of the Third-Party Defendants' fraudulent conduct, the underlying matter would have likely been a relatively straightforward matter of a broken wrist that properly healed, a matter which could have resolved or been otherwise disposed of with comparatively minor defense costs.

Instead, and directly due to the material misrepresentations by Third-Party Defendants, exorbitant defense costs have and will continue to accrue, on a case with a demand in the *eight figures*.

51) Third-Party Defendants must be held liable for the panoply of unnecessary surgeries they have foisted upon Plaintiff solely to reap monetary rewards; repeatedly cutting open Plaintiff shoulders, spine, knee, and ankle *as the result of broken wrist*.

52) Third-Party Defendants must be held liable to Defendant/Third-Party Plaintiff for the damages incurred as a result of Third-Party Defendants' conduct, being only the latest victim of an orchestrated and intentional fraud, at the expense of vulnerable populations and insurers alike.

53) Obvious and substantiated fraud, forgeries, and lies designed to enrich those in a position of trust and authority should not be entertained by the Court, and cannot warrant a shrug of the shoulders and chalked up to "credibility issues for trial" simply because the perpetrators have a degree hanging on the wall. As an Honorable Justice of the Supreme Court recently set forth, "When courts start looking the other way when given details of insurance fraud or scams on innocent consumers then they have effectively enabled and facilitated the wrongdoing and illegality to blossom, thrive, and prosper. This is unacceptable. It is cold indifference by those with a responsibility to act in the face of overt illegality that allows such criminality to flourish. If wrongdoing can be established, the failure of overburdened insurers, jaded prosecutors, and cynical judges to take action is wrong."¹

54) Despite the number of Third-Party Defendants, the complexity of the facts, the ultimate gravamen of this matter is simple. Stated clearly: at the request of attorneys, both

¹ Whyen v. Summers, 58 Misc. 3d 1223(A) (N.Y. Sup. Ct. 2018) (Modica, J.).

implicit or explicit, Third-Party Defendants have intentionally mutilated a non-English speaking immigrant laborer with a second-grade education, premised upon an incident with an unrelated injury, to line the pockets of doctors and attorneys.

55) It is grotesque, it is unjustifiable, it is unfathomable to one of normal conscience, and the fact this is but one of innumerable cases *just like it* clogging the Court's docket is a testament to the wisdom of Hon. Modica's words above. This type of fraud has been permitted to flourish. Despite the almost obvious nature of the assertion, Plaintiff's attorneys should not be permitted to continue making their own referrals, to doctors who should not be permitted to continue manufacturing reasons to cut open impoverished immigrants, and all of the bad actors thereto must stop being rewarded for their continuing and nightmarish conduct.

56) We have a responsibility to act – and we are. This Complaint is the first step.

57) The Court has a responsibility to act. This Complaint is the invitation to do so.

Attorney-Assigned Treatment and Providers

58) Plaintiff was discharged from Elmhurst Hospital on January 13, 2022, at approximately 6 PM. The hospital instructed Plaintiff to follow up with a specific out-patient orthopedic center. Plaintiff did not follow that instruction.

59) Instead, the following day, January 14, 2022, Plaintiff presented to his workers' compensation attorney (WCA) intake – who promptly called the attorneys Plaintiff had already retained for a third-party action (3PA) – identified as "W".

60) The WCA and 3PA devised their own treatment plan for Plaintiff, starting him with NEXUS/MANGOOS for physical therapy, KING MDPC for orthopedic services, and spine surgeon MEROLA for low back pain. On January 26, 2022, 3PA also advised they would assist

in obtaining hospital records, which had not been reviewed before the attorneys referred Plaintiff to PT, a hand surgeon, and a spine surgeon.

THIRD PARTY LLC

Services Rendered to Claimant

WCB# G3221956

Entry Dates Between 00/00/0000 and 07/20/2022

Claimant Julio E. Puac		
Date	Task\ Description	Time Spent (Hrs)
01/14/2022	Initial Intake Initial Intake explained office procedure and details of client's case. Filled out C-3 and retainer. Accessed all details regarding the claim, filed with WCB, obtained doctor info.	1.5
01/14/2022	Communication: 3PA 3PA AND RTH agreed cli treatment: - Nexus for PT - King for Ortho - Merola for Back pain.	0.3
01/14/2022	Communication: 3PA spoke w/ 3PA (w) reg cli. - confirmed he was able to see Dr. King today. - He will start PT on Monday 1/17/22	0.5
01/26/2022	Communication: 3PA Spoke w 3PA (w). - they will help cli obtain Hospital Records.	0.3
01/31/2022	Call (Incoming) Answered a call from Yury to send info on third party attorney to Martha.	0.2

61) 3PA confirmed that KING MDPC could see Plaintiff that day and that Plaintiff's PT would commence on January 17, 2022. Notably, the WCA notes having completed and submitted the workers compensation paperwork *prior* to calling the 3PA or confirming KING MDPC could see Plaintiff that day.

62) To reiterate, this is a matter where, prior to Plaintiff being seen by a non-hospital provider, within 24 hours of discharge from the hospital, before any records were reviewed, *attorneys* referred Plaintiff to two surgeons and PT.

KING and KING MDPC

63) KING and KING MDPC have recently been on the receiving end of default judgment in an action brought by Nationwide after KING repeatedly failed to appear for EUO, appeared and then mid-testimony terminated the EUO, and failed to appear for EUO thereafter. NYSCEF Index #: 005133/2024.

64) In that case, as here, it was noted that KING is a 74-year-old hand/wrist specialist, who suddenly began performing clinic work, does not appear to perform any of his own services, utilizes a photocopied signature on his records, which are in fact performed by staff, and patients are referred to surgeries pursuant to pre-determined protocols.

65) Similarly, here, Plaintiff attends KING MDPC four times. Notably, each involves a PA or NP, who unlike every other provider, certifies the billing as the “provider of the services” to WC, and the records themselves use either a stamp or a copy-pasted doctor’s signature:

1/14/22

Sincerely yours,



Natalia Feldman, NP
William L. King, M.D.

2/21/22



Nadine Yamout, PA
William L. King, M.D.

3/25/22

Sincerely yours,



Nadine Yamout, PA
William L. King, M.D.

7/8/24

Sincerely yours,



Natalia Feldman, NP
William L. King, M.D.

13-4010649		107475/1	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER Natalia Feldman, NP 02/22/2022 DATE		32. SERVICE FACILITY LOCATION INFORMATION WILLIAM L. KING, M.D., P.C. 86-11 LEFFERTS BLVD, LL RICHMOND HILL, NY 11418	
2/21/22			
25. FEDERAL TAX ID NUMBER 13-4010649		26. PATIENT'S ACCOUNT NO. 107475/2	27. ACCEPTANCE AGREEMENT? YES
31. SIGNATURE OF PHYSICIAN OR SUPPLIER Nadine Yamout, PA 04/07/2022 DATE		32. SERVICE FACILITY LOCATION INFORMATION WILLIAM L. KING, M.D., P.C. 86-11 LEFFERTS BLVD, LL RICHMOND HILL, NY 11418	
3/25/22		1508960162	
25. FEDERAL TAX ID NUMBER 13-4010649		26. PATIENT'S ACCOUNT NO. 107475/3	27. ACCEPTANCE AGREEMENT? YES
31. SIGNATURE OF PHYSICIAN OR SUPPLIER Nadine Yamout, PA 04/07/2022 DATE		32. SERVICE FACILITY LOCATION INFORMATION WILLIAM L. KING, M.D., P.C. 86-11 LEFFERTS BLVD, LL RICHMOND HILL, NY 11418	
		1508960162	

66) Notably, from the limited EUO of KING in that matter (before it was busted due to KING not feeling well, who proceeded to fail to appear for any further testimony), significant information was obtained.

67) For one, KING sets forth his only present hospital affiliation is NYU Langone, Hudson Regional Hospital in New Jersey, and that he is only practicing medicine through KING MDPC:

Q. Any hospital affiliations at the current time?

A. Yes.

Q. Where?

A. NYU Langone Medical Center, Hudson Regional Hospital in New Jersey.

Q. Anywhere else?

A. (No response.)

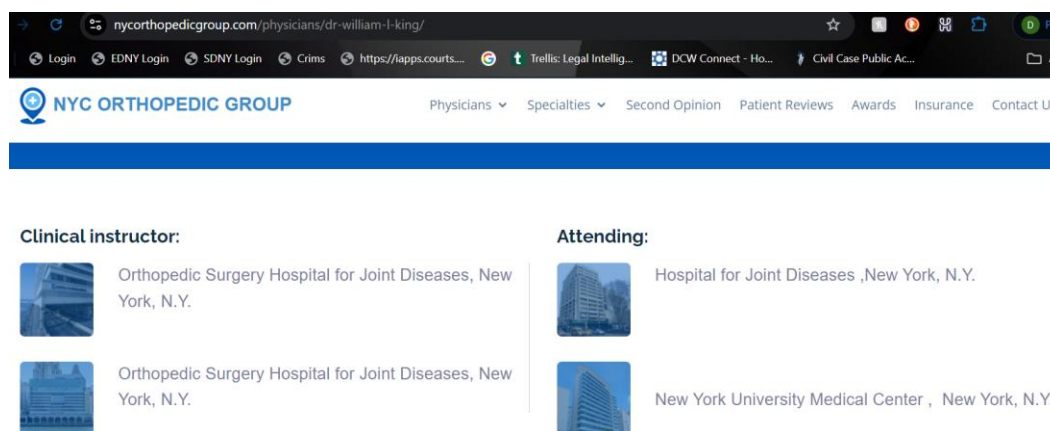
Q. Is that it?

A. That's it.

Q. So is it fair to say that at the current time you're only practicing medicine through this PC?

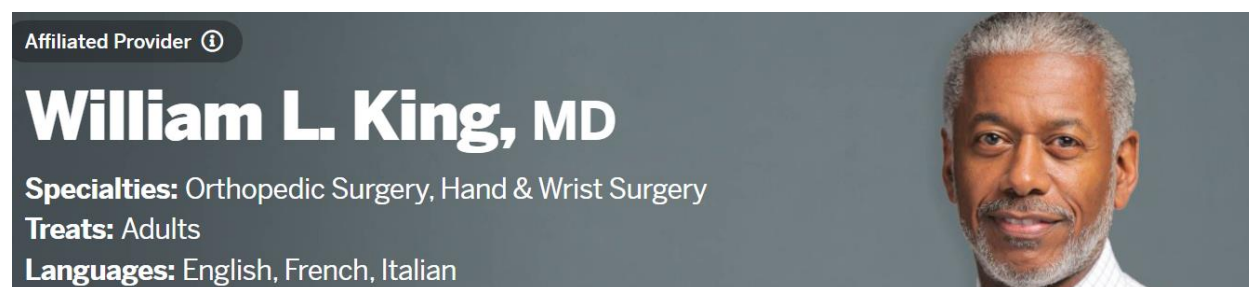
A. Yes.

68) Meanwhile, KING advertises himself as an attending physician at the following:



69) Further, KING asserts that that KING MDPC is only at the Lefferts Blvd. location (where Plaintiff was seen) two days a week – for previously scheduled appointments. KING himself is only there once or twice a month. KING MDPC operates out of about a dozen locations. Meanwhile, KING still holds office hours at his main Manhattan location two days a week and still performs surgeries.

70) KING MDPC's initial intake mirrors the verbatim complaints as delineated in the workers compensation submission, despite that 1) the WC submission was prepared by the WCA in English; 2) Plaintiff only speaks Spanish; 3) the entirety of the evaluation is based upon history provided by Plaintiff and **KING does not speak Spanish, nor does the NP Plaintiff consulted with.**



Ms. Feldman can speak English, Russian, and Ukrainian,

71) KING MDPC reached pre-determined diagnoses in accordance with the referring attorneys' submissions to Workers' Comp – which was submitted **before Plaintiff met with KING MDPC** - and provided a causality statement without having reviewed any hospital records. The records dated January 14, 2022, contain a WCB claim number that was not assigned until 2 weeks after such date – without notation the record has been modified:

William L. King, M.D., P.C.
Orthopedic Surgeon
333 East 56 Street
New York, NY 10022
(929) 999-1071

January 14, 2022

Patient:	Puac, Julio
WCB#:	G3221956
DOA:	01/12/2022
DOB:	04/02/1992

In regard to Julio E Puac, WCB # G3221956

NOTICE OF CASE ASSEMBLY

Keep for your records

WCB Case No.: G3221956
 Claimant: Julio E Puac
 Date of Accident: 01/12/22
 Date of Assembly: 01/24/2022
 Date of Notice: 01/25/2022

Employer: Queens Iron Master, Inc
 Carrier: State Insurance Fund
 Carrier ID No.: W204002
 Carrier Case No.:

72) KING MDPC notes Plaintiff “tripped over struck by an object and fall.”

73) KING MDPC notes (on 1/14/22, 2 days after accident):

Cervical Spine: Inspection of the spine revealed no swelling, discoloration, or deformity.

There is a moderate muscle spasm noted upon palpation of the paracervical muscles. There is complaint of moderate tenderness noted upon palpation .

Lumbar Spine: Inspection of the spine revealed no swelling, discoloration, or deformity.

There is moderate muscle spasm noted upon palpation of the paralumbar muscles. There is complaint of moderate tenderness noted upon palpation .

Right Ankle:

There is no heat, swelling, effusion, erythema, or crepitus appreciated. There is no evidence of atrophy.

Left Ankle:

There is no heat, swelling, effusion, erythema, or crepitus appreciated. There is no evidence of atrophy.

There is complaint of tenderness upon palpation.

74) KING MDPC notes crepitus and tenderness bilateral knees, swelling and crepitus bilateral shoulders.

75) KING MDPC orders MRIs from non-party Highline Radiology, and PT (which had already been set up by his attorneys prior to ever seeing KING MDPC), for not only the knees and shoulders, but a variety of body parts with no objective findings, complaints, or observations.

76) KING MDPC issues a causality statement without having reviewed hospital records, MRIs, or any other documentation; and as above, for body parts for which there are no objective indications of injury.

77) The February 2022 visit is essentially a copy paste of the January 2022 visit.

78) The March 2022 visit is substantially similar, with the hand/wrist surgeon, by way of nurse practitioner, recommending right shoulder surgery.

79) The July 2022 visit record is virtually identical to the March 2022 record. Plaintiff does not return to KING MDPC thereafter.

80) KING made fraudulent misrepresentations in setting forth that he had personally examined Plaintiff, reached pre-determined diagnoses in accordance with the referring attorneys' wishes, and referred Plaintiff for treatments with precisely zero clinical

indication. KING was hand-selected by Plaintiff's attorneys, and KING knew his misrepresentations would be relied upon in the underlying litigation.

NEXUS/MANGOOS

81) Consistent with the Attorney-manufactured care plan, *supra*, ¶ 61, Plaintiff first attended Mangoos PT on January 17, 2022. Notably, once Nexus formally took over (as presciently foreseen by the attorneys referring Plaintiff to "Nexus PT" on 1/14/22), the facility made short work of the requirement to examine the patient as part of PT *via* liberal use of white-out for the header and date:



Mangoos Physical Therapy P.C.

PHYSICAL THERAPY EVALUATION	
Patient Name: JULIO PUAC	Date: 1/19/22
DOB: 4/2/1992	MALE FEMALE Handedness: LEFT RIGHT
() Driver () Front Passenger () Rear Passenger () Other WORK	
Primary Dx: C5, 45, 54, elbow, wrist, knee, ankle DOA: 1/19/22	
Past Medical History: HTN DM ASTHMA CVA Pregnant: Months	
Others:	
History of Present Illness: Pt is a 29 yo male involved in an accident at work last 11/12/21. Pt reports he was hit by an object that caused him to fall. Pt. was brought to the ER & FA was called. Pt. reports he was admitted for 1 day.	



Nexus Physical Therapy P.C.

PHYSICAL THERAPY EVALUATION	
Patient Name: JULIO PUAC	Date: 3/30/22
DOB: 4/2/1992	MALE FEMALE Handedness: LEFT RIGHT
() Driver () Front Passenger () Rear Passenger () Other WORK	
Primary Dx: C5, 45, 54, elbow, wrist, knee, ankle DOA: 1/19/22	
Past Medical History: HTN DM ASTHMA CVA Pregnant: Months	
Others:	
History of Present Illness: Pt is a 29 yo male involved in an accident at work last 11/12/21. Pt reports he was hit by an object that caused him to fall. Pt. was brought to the ER & FA was called. Pt. reports he was admitted for 1 day.	

82) Outside of the evaluations, Nexus/Mangoos both provided records by way of incomplete apparent screenshots of their input forms, with initialed signatures. Each individual date contains Plaintiff's initials; however, *Plaintiff recently testified he was only occasionally required to sign his initials, not every time*. The only item changed is the dropdown box for date and minor changes in content including different exercises – Plaintiff however testified to the same exercises, every time. Same actual provider, same findings.

Nexus Physical Therapy P.C.

PT Init: ☐ PT ☒ PT

Physical Therapy Notes (# 7)

Patient Name: Julio Puac 36:6 Gender: M DOB: 04/02/1992 Age: 30 DOA: 01/12/2022 DATE: 01/20/2022

SUBJECTIVE COMPLAINTS: Patient complaining of ☒ Pain, ☒ Swelling, ☒ Muscle Spasm, ☒ Weakness in the affected areas:

R ☒ Shoulder ☒ Neck ☒ C-spine ☒ T-spine ☒ L-spine ☒ Hip ☒ Knee ☒ Ankle

L ☒ Shoulder ☒ Neck ☒ C-spine ☒ T-spine ☒ L-spine ☒ Hip ☒ Knee ☒ Ankle

PAIN SCALE: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☒ 9 ☐ 10 Analog scale of 1(mild), 5 (moderate), 10 (severe)

Objective Findings: ☒ Pain on palpation, ☒ Muscle spasm, ☒ Trigger point, ☒ Muscle tightness, ☒ Swelling, ☒ Tenderness noted on ☒ C, ☒ T, ☒ L Spine, ☒ Right ☒ Left shoulder(s), ☒ Right ☒ Left arm(s), ☒ Right ☒ Left elbow(s), ☒ Right ☒ Left wrist(s), ☒ Right ☒ Left hand(s), ☒ Right ☒ Left hip(s), ☒ Right ☒ Left thigh(s), ☒ Right ☒ Left knee(s), ☒ Right ☒ Left foot(s), ☒ Right ☒ Left ankle(s), Other:

ROM: ☒ Restricted ☐ Full on ☒ C, ☒ T, ☒ L Spine, ☒ Right ☒ Left shoulder(s), ☒ Right ☒ Left arm(s), ☒ Right ☒ Left elbow(s), ☒ Right ☒ Left wrist(s), ☒ Right ☒ Left hand(s), ☒ Right ☒ Left hip(s), ☒ Right ☒ Left thigh(s), ☒ Right ☒ Left knee(s), ☒ Right ☒ Left foot(s), ☒ Right ☒ Left ankle(s), Other:

MMT: ☒ Decrease ☐ Normal on ☒ C, ☒ T, ☒ L Spine, ☒ Right ☒ Left shoulder(s), ☒ Right ☒ Left arm(s), ☒ Right ☒ Left elbow(s), ☒ Right ☒ Left wrist(s), ☒ Right ☒ Left hand(s), ☒ Right ☒ Left hip(s), ☒ Right ☒ Left thigh(s), ☒ Right ☒ Left knee(s), ☒ Right ☒ Left foot(s), ☒ Right ☒ Left ankle(s), Other:

GAIT: ☒ Abnormal ☐ Normal with gait deviation with without assistive device SW, RW, WB, NB, AC, FC, SC with FWB, PWB, NNB with normal decrease cadence and distance

Area Treated: ☒ C, ☒ T, ☒ L Spine, ☒ R, ☒ L Shoulder, ☒ R, ☒ L Elbow, ☒ R, ☒ L Wrist, ☒ R, ☒ L Hip, ☒ R, ☒ L Knee, ☒ R, ☒ L Ankle/foot, Other:



TREATMENT: ☒ Hot pack, ☒ Cold pack, ☒ ES/TENS, ☒ Therapeutic Exercise(s), ☒ Therapeutic Activities, ☒ Therapeutic massage, ☒ Ultrasound, ☒ Paraffin Bath, ☒ Joint Mobilization, ☒ Soft Tissue Mobilization, ☒ Traction-Manual, ☒ Traction-Mechanical, ☒ Gait Temp., ☒ Neuromuscular Re-Education, ☒ Self-Care/Home Mgmt Temp., ☒ Unlabeled procedure, ☒ Unlabeled modality, ☒ Covid Cleaning

ASSESSMENT: ☒ Improved treatment today ☐ No Change, ☐ Increased, ☐ Decreased

AROM: ☒ No Change, ☐ Increased, ☐ Decreased, Muscle Strength: ☒ No Change, ☐ Increased, ☐ Decreased

COMMENTS: ☒ ex given: ball exercise, stretching & strengthening

PLAN: ☒ To continue PT ☐ Doctor's Name Kristine Serina PT

Physical Therapist's signature:  Patient's signature: 

[Create PDF/Bill \(SIGNATURE A MUST\)](#)

Mangoos Physical Therapy P.C.

PT Init: ☐ PT ☒ PT

Physical Therapy Notes (# 6)

Patient Name: Julio Puac 36:6 Gender: M DOB: 04/02/1992 Age: 30 DOA: 01/12/2022 DATE: 02/09/2022

SUBJECTIVE COMPLAINTS: Patient complaining of ☒ Pain, ☒ Swelling, ☒ Muscle Spasm, ☒ Weakness in the affected areas:

R ☒ Shoulder ☒ Neck ☒ C-spine ☒ T-spine ☒ L-spine ☒ Hip ☒ Knee ☒ Ankle

L ☒ Shoulder ☒ Neck ☒ C-spine ☒ T-spine ☒ L-spine ☒ Hip ☒ Knee ☒ Ankle

PAIN SCALE: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☒ 9 ☐ 10 Analog scale of 1(mild), 5 (moderate), 10 (severe)

Objective Findings: ☒ Pain on palpation, ☒ Muscle spasm, ☒ Trigger point, ☒ Muscle tightness, ☒ Swelling, ☒ Tenderness noted on ☒ C, ☒ T, ☒ L Spine, ☒ Right ☒ Left shoulder(s), ☒ Right ☒ Left arm(s), ☒ Right ☒ Left elbow(s), ☒ Right ☒ Left wrist(s), ☒ Right ☒ Left hand(s), ☒ Right ☒ Left hip(s), ☒ Right ☒ Left thigh(s), ☒ Right ☒ Left knee(s), ☒ Right ☒ Left foot(s), ☒ Right ☒ Left ankle(s), Other:

ROM: ☒ Restricted ☐ Full on ☒ C, ☒ T, ☒ L Spine, ☒ Right ☒ Left shoulder(s), ☒ Right ☒ Left arm(s), ☒ Right ☒ Left elbow(s), ☒ Right ☒ Left wrist(s), ☒ Right ☒ Left hand(s), ☒ Right ☒ Left hip(s), ☒ Right ☒ Left thigh(s), ☒ Right ☒ Left knee(s), ☒ Right ☒ Left foot(s), ☒ Right ☒ Left ankle(s), Other:

MMT: ☒ Decrease ☐ Normal on ☒ C, ☒ T, ☒ L Spine, ☒ Right ☒ Left shoulder(s), ☒ Right ☒ Left arm(s), ☒ Right ☒ Left elbow(s), ☒ Right ☒ Left wrist(s), ☒ Right ☒ Left hand(s), ☒ Right ☒ Left hip(s), ☒ Right ☒ Left thigh(s), ☒ Right ☒ Left knee(s), ☒ Right ☒ Left foot(s), ☒ Right ☒ Left ankle(s), Other:

GAIT: ☒ Abnormal ☐ Normal with gait deviation with without assistive device SW, RW, WB, NB, AC, FC, SC with FWB, PWB, NNB with normal decrease cadence and distance

Area Treated: ☒ C, ☒ T, ☒ L Spine, ☒ R, ☒ L Shoulder, ☒ R, ☒ L Elbow, ☒ R, ☒ L Wrist, ☒ R, ☒ L Hip, ☒ R, ☒ L Knee, ☒ R, ☒ L Ankle/foot, Other:



TREATMENT: ☒ Hot pack, ☒ Cold pack, ☒ ES/TENS, ☒ Therapeutic Exercise(s), ☒ Therapeutic Activities, ☒ Therapeutic massage, ☒ Ultrasound, ☒ Paraffin Bath, ☒ Joint Mobilization, ☒ Soft Tissue Mobilization, ☒ Traction-Manual, ☒ Traction-Mechanical, ☒ Gait Temp., ☒ Neuromuscular Re-Education, ☒ Self-Care/Home Mgmt Temp., ☒ Unlabeled procedure, ☒ Unlabeled modality, ☒ Covid Cleaning

ASSESSMENT: ☒ Improved treatment today ☐ No Change, ☐ Increased, ☐ Decreased

AROM: ☒ No Change, ☐ Increased, ☐ Decreased, Muscle Strength: ☒ No Change, ☐ Increased, ☐ Decreased

COMMENTS: ☒ (+) cast on L wrist, ROM on

PLAN: ☒ To continue PT ☐ Doctor's Name Kristine Serina

Physical Therapist's signature:  Patient's signature: 

[Create PDF/Bill \(SIGNATURE A MUST\)](#)

83) NEXUS/MANGOOS made materially false statements in falsifying their records; through white-out and false dates, describing treatments and exercises which never occurred, and falsely attaching Plaintiff's initials to each and every visit record when Plaintiff did not provide such initials. NEXUS/MANGOOS was hand-selected by Plaintiff's attorneys and knew their material misrepresentations would be relied upon in the underlying litigation.

PAIN PC

84) PAIN PC first started seeing Plaintiff in March of 2022.

85) PAIN PC did not request or review hospital records, records of KING MDPC, or records from Highline Radiology.

86) Regardless, PAIN PC issued causality statements.

87) Regardless, PAIN PC ordered additional MRIs, *of the same body parts*, and sent Plaintiff to KOLB.

88) As discussed *infra* (under “MEROLA”), PAIN PC falsely presented a lumbar EMG study as presenting “evidence of” radiculopathy, where the study was by definition a clinically negative result. This was a materially false statement, known to be false when it was made, *designed* to be relied upon in order to justify an entirely unwarranted surgery.

89) PAIN PC made knowing and false material misrepresentations as the nature and causality of Plaintiff’s purported injuries, which PAIN PC knew and intended would be relied upon to artificially justify unnecessary surgeries (including the surgeries by MEROLA) to inflate the value of the underlying claim, and that those same materially false findings and statements would be relied upon in the underlying litigation.

KOLB AND KOLB PC

90) KOLB and KOLB PC have turned being wrong interpreting MRIs into a business model. And, incredibly, they always happen to be wrong by finding issues that don’t, in fact, exist, and never the inverse.

91) KOLB is currently the subject of numerous RICO actions for conduct of the precise nature alleged herein, including EDNY dockets 1:24-cv-01549-NG-LB, 1:24-cv-

There is no rotator cuff tear.

**partial rotator cuff tear in both
supraspinatus and infra spinatus tendons**

97) Similarly, as to the left shoulder (for which Plaintiff underwent surgery):

Highline, March 17, 2022

ROTATOR CUFF: There is supraspinatus and infraspinatus tendinitis. The subscapularis and teres minor tendons are intact. There is no rotator cuff tear. There is thickening and edema of the subdeltoid/subacromial bursa in keeping with bursitis.

KOLB, May 26, 2022

FINDINGS: There partial tears of both supraspinatus and infra spinatus tendons extending to the distal insertion with a subdeltoid and subacromial bursal effusion.

There is also a partial tear of the anterior superior distal insertion of the sub scapularis tendon.

98) Similarly, as to the left ankle (for which Plaintiff underwent surgery):

Highline, March 7, 2022

LIGAMENTS: The lower syndesmotic ligaments are intact. The anterior talofibular, posterior talofibular, and calcaneofibular ligaments are intact. The deltoid ligament complex is intact.

TENDONS: There is fluid within the flexor hallucis longus and the posterior tibialis tendon sheath consistent with tenosynovitis. The underlying tendons are preserved. The remainder of the tendons about the ankle are intact.

KOLB, September 25, 2023

There is a partial tear of the fibular insertion the anterior talofibular ligament. There is also partial tear of the posterior talofibular ligament.

There is a partial tear of the distal peroneus brevis tendon

There is a tear of the flexor hallucis longus tendon at its musculotendinous junction with extensive associated joint effusion

The anterior extensor tendons are unremarkable.

There is a partial tear of the anterior fibers of the deltoid ligament

99) Similarly, for the lumbar spine (for which Plaintiff underwent surgery):

CT scan from hospital on date of accident, January 12, 2022:

thoracic and lumbar vertebral bodies and posterior elements are intact without evidence of acute fracture. Sacrum and SI joints appear intact. The posterior medial ribs are unremarkable. No significant herniated intervertebral discs are demonstrated.

Impression:

IMPRESSION: Intact lower thoracic, lumbar spine and sacrum.

KOLB, May 31, 2022:

IMPRESSION: Broad posterior disc herniation L5-S1 impinging upon the bilateral extra thecal S1 nerve roots

100) KOLB and KOLB PC were specifically selected to fraudulently inflate the value of the underlying case. KOLB and KOLB PC made knowing and false material misrepresentations as the radiological findings. KOLB and KOLB PC knew and intended that the materially false findings would be relied upon to artificially justify unnecessary surgeries and to inflate the value of this claim, and that those same findings would be relied upon in the underlying litigation.

PERSICH and ALL COUNTY

101) On April 7, 2022, Plaintiff saw PERSICH at ALL COUNTY, regarding reported right and left ankle pain, which he attributed to the subject incident. PERSICH'S examination revealed bilateral swelling – swelling KING and KING MDPC specifically did not observe on January 14, 2022, or on March 25, 2022, but now allegedly present three (3) months later:

KING January 14, 2022:

Right Ankle:

There is no heat, swelling, effusion, erythema, or crepitus appreciated. There is no evidence of atrophy.

Left Ankle:

There is no heat, swelling, effusion, erythema, or crepitus appreciated. There is no evidence of atrophy.

KING March 25, 2022:

Right Ankle:

There is no heat, swelling, effusion, erythema, or crepitus appreciated. There is no evidence of atrophy. There is complaint of tenderness upon palpation.

Left Ankle:

There is no heat, swelling, effusion, erythema, or crepitus appreciated. There is no evidence of atrophy. There is complaint of tenderness upon palpation.

PERSICH, April 7, 2022:

Inspection:

Ankle: both

Swelling: moderate R, L

Ecchymosis: no

Erythema: no

Deformity: no

102) On April 7, 2022, PERSICH notes having reviewed the left ankle MRI report from Highline and that same demonstrated merely tenosynovitis and retrocalcaneal bursitis – ie, the MRI showed inflammation – **without any tears or fracture**. PERSICH and ALL COUNTY do not maintain the Highline MRI in their chart (while retaining all subsequent KOLB MRIs).

103) PERSICH never reviews the hospital records, wherein no ankle or foot complaints are made. PERSICH does not order another left ankle MRI until September 2023.

104) Upon receipt the September 2023 MRI of the left ankle – performed by KOLB – on November 9, 2023, PERSICH promptly recommends surgery for the following:

He has been indicated for a left ankle arthroscopy to address the persistent painful clicking and joint effusion. He is indicated for a repair of the chronically torn deltoid, ATFL and PTFL ligaments, as well as a repair of the persistent tears of the peroneus brevis tendon and Flexor hallucis longus tendon.

105) PERSICH deliberately ignores that the Highline MRI of March 9, 2022, taken within two (2) months of the accident, demonstrated **none** of the supposed indications for

surgery, and PERSICH describes the tears as “chronically torn” and “persistent” despite **zero evidence** of same, with their first “finding” in the September 2023 MRI taken a year and nine (9) months post-accident. Regardless, deliberately ignoring, and in direct contravention of, the objective evidence, PERSICH issues a knowingly false causality statement that the injuries supposedly demonstrated by the KOLB MRI in September 2023 are causally related to the accident, despite actual knowledge these conditions, to the extent they even existed, did *not* exist on March 9, 2022, within two (2) months of accident.

106) PERSICH performed a left ankle arthroscopy on June 18, 2024, purportedly addressing the injuries demonstrated by the KOLB MRI in September 2023 (and not in the March 9, 2022 MRI), and further purportedly addressing a fracture which was never identified in *any* of the diagnostic imagery of the left ankle. Regardless, post-surgery, PERSICH maintains her knowingly false causality statement.

107) PERSICH and ALL COUNTY were specifically selected to fraudulently inflate the value of the underlying case. PERSICH and ALL COUNTY made knowing and false material misrepresentations as the nature and causality of Plaintiff’s purported injuries, with actual knowledge of the March 9, 2022 MRI demonstrating none of the injuries PERSICH treated and falsely causally related to the accident. PERSICH and ALL COUNTY knew and intended that the materially false findings would be relied upon to artificially justify unnecessary surgeries (including the surgery by PERSICH) and to inflate the value of the underlying claim, and that those same findings would be relied upon in the underlying litigation.

TOULIOPOULOS and UNIVERSITY ORTHO

108) Plaintiff was purportedly referred to TOULIOPOULOS and UNIVERSITY ORTHO by PERSICH on April 7, 2022. Plaintiff first sees them on August 1, 2022.

109) UNIVERSITY ORTHO's intake sheet is filled out entirely in English, and signed and dated by Spanish-only-speaking Plaintiff, along with the other intake paperwork including a "Health Survey" regarding conditions entirely in English, on May 17, 2022.

110) Notably, when later subpoenaed for records, TOULIOPOULOS and UNIVERSITY ORTHO provided **entirely different intake sheets** for Plaintiff, now aligned to his intake date of August 1, 2022, in completely different handwriting, and with a corrected date of birth.

UNIVERSITY ORTHOPEDICS OF NEW YORK, P.L.L.C.
PATIENT INFORMATION / WORKERS' COMPENSATION ACCIDENT

PLEASE PRINT ALL INFORMATION AND CIRCLE APPROPRIATE RESPONSES

LAST NAME: Puac M.I. J FIRST NAME: Julio
ADDRESS: 104-27 Alstytne Ave APT: 2B CITY: Queens NY STATE: NY ZIP CODE: 11368
PHONE: HOME: 718-675-2914 WORK: () CELL: 718-675-2914
EMAIL: () PREFERRED LANGUAGE: Spanish
BIRTHDATE: [REDACTED] MARRIAGE STATUS: S M W D () PREFERRED GENDER: M
EMERGENCY CONTACT: NAME: () PHONE: () RELATIONSHIP: ()

DATE OF ACCIDENT: 1/12/22
EMPLOYER: Queens Iron Works OCCUPATION: welder
ADDRESS: 108-08 Northern Blvd CITY: Flushing STATE: NY ZIP CODE: 11367
TELEPHONE #: () SUPERVISOR: ()
ARE YOU PRESENTLY WORKING: YES/NO NO HAVE YOU LOST ANY TIME FROM WORK? YES/NO YES
HOW DID THE ACCIDENT HAPPEN? Struck by object + fell from height
LOCATION OF ACCIDENT: 35-50 Junction Blvd, Corona, NY
WERE YOU TAKEN TO THE ER: Yes WERE YOU TRANSPORTED BY AMBULANCE: Elmhurst Hospital

WORKERS' COMPENSATION INFORMATION

INSURANCE CARRIER: NYSIF ADJUSTER: Delores Edwards
WCB #: 63221956 CARRIER CASE #: 73452856-373
PHONE #: 212-587-7408 email: dedwards@nysif.com

PRIVATE INSURANCE INFORMATION

COMPANY: () PHONE: ()
ID #: () GROUP #: ()

ATTORNEY'S INFORMATION

NAME: William Schuster & Associates
TELEPHONE: (212) 688-3800
ADDRESS: 820 2nd Ave, 10th Fl, NYC, NY 10017
PRIMARY CARE PHYSICIAN: () PHONE NUMBER: ()
I CERTIFY THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I WILL NOTIFY YOU OF ANY CHANGES OF THE ABOVE INFORMATION.

PATIENT SIGNATURE: [Signature] DATE: 5/1/22
GUARDIAN NAME: () DATE: ()
GUARDIAN SIGNATURE: () DATE: ()

UNIVERSITY ORTHOPEDICS OF NEW YORK, P.L.L.C.
PATIENT INFORMATION / WORKERS' COMPENSATION ACCIDENT

PLEASE PRINT ALL INFORMATION AND CIRCLE APPROPRIATE RESPONSES

LAST NAME: Puac M.I. J FIRST NAME: Julio
ADDRESS: 104-27 Alstytne Ave APT: 2B CITY: Queens NY STATE: NY ZIP CODE: 11368
PHONE: HOME: 718-675-2914 WORK: () CELL: 718-675-2914
EMAIL: () PREFERRED LANGUAGE: Spanish
BIRTHDATE: [REDACTED] MARRIAGE STATUS: S M W D () PREFERRED GENDER: M
EMERGENCY CONTACT: NAME: Nargaita PHONE: 646-251-2739 RELATIONSHIP: girlfriend

DATE OF ACCIDENT: 01/12/22
EMPLOYER: Queens Iron Works OCCUPATION: Welder
ADDRESS: 108-08 Northern Blvd CITY: Queens STATE: NY ZIP CODE: 11368
TELEPHONE #: () SUPERVISOR: ()
ARE YOU PRESENTLY WORKING: YES/NO NO HAVE YOU LOST ANY TIME FROM WORK? YES/NO YES
HOW DID THE ACCIDENT HAPPEN? Fell from high
LOCATION OF ACCIDENT: ()
WERE YOU TAKEN TO THE ER: yes WERE YOU TRANSPORTED BY AMBULANCE: Elmhurst hospital

WORKERS' COMPENSATION INFORMATION

INSURANCE CARRIER: NYSIF ADJUSTER: Delores Edwards
WCB #: 63221956 CARRIER CASE #: 73452856-373
PHONE #: 212-587-7408 email: dedwards@nysif.com

PRIVATE INSURANCE INFORMATION

COMPANY: () PHONE: ()
ID #: () GROUP #: ()

ATTORNEY'S INFORMATION

NAME: William Schuster & Associates
TELEPHONE: (212) 688-3800
ADDRESS: 820 2nd Ave, New York, NY, 10017
PRIMARY CARE PHYSICIAN: () PHONE NUMBER: ()
I CERTIFY THIS INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I WILL NOTIFY YOU OF ANY CHANGES OF THE ABOVE INFORMATION.

PATIENT SIGNATURE: [Signature] DATE: 8/1/22
GUARDIAN NAME: () DATE: ()
GUARDIAN SIGNATURE: () DATE: ()

If you decline to sign this consent or revoke this consent, we decline to provide treatment to you.

SIGNED BY: [Signature]

DATE: 5/17/22

PRINT NAME: Julio Puac

SIGNED BY: [Signature]

DATE: 8/1/22

PRINT NAME: Julio Cesar Puac Puac

HEALTH SURVEY

PATIENT NAME: Julio Puac

AGE: [Redacted]

OCCUPATION: Welder

HEIGHT: WEIGHT:

DATE OF ACCIDENT: 4/2/22

CHIEF COMPLAINT: (PLEASE DESCRIBE HOW THE INJURY HAPPENED):

Overhead, neck back, bilateral shoulders, bilateral elbows, bilat knees, bilateral ankles, bilateral wrists, (L) wrist fx

LOCATION OF THE PROBLEM (CIRCLE YOUR RESPONSE)

NECK

MID BACK

LOWER BACK

LEFT

ARM

SHOULDER

ELBOW

WRIST

HAND

HIP

KNEE

ANKLE

FOOT

TOES

RIGHT

ARM

SHOULDER

ELBOW

WRIST

HAND

HIP

KNEE

ANKLE

FOOT

TOES

ON A SCALE FROM 1-10 WITH 10 BEING THE MOST SEVERE, PLEASE CIRCLE THE NUMBER THAT BEST DESCRIBES THE PROBLEM

1 2 3 4 5 6 7 8 9 10

DO YOU EXPERIENCE NUMBNESS OR TINGLING?

NO / YES

DESCRIBE THE INTENSITY OF THE PROBLEM:

DULL THEN SHARP

VERY SHARP THEN LEAVES

ALWAYS THERE

DOES THE PROBLEM INTERFERE WITH NORMAL FUNCTIONS?

NO / YES

HEALTH SURVEY

PATIENT NAME: Julio Cesar Ponce AGE: 30 OCCUPATION: _____

HEIGHT: 5'2 WEIGHT: 140 lbs

DATE OF ACCIDENT: 01/12/22

CHIEF COMPLAINT: (PLEASE DESCRIBE HOW THE INJURY HAPPENED):
Fell from high

LOCATION OF THE PROBLEM (CIRCLE YOUR RESPONSE):

NECK MID-BACK LOWER BACK

LEFT RIGHT

ARM SHOULDER ELBOW WRIST HAND ARM SHOULDER ELBOW WRIST HAND

HIP KNEE ANKLE FOOT TOES HIP KNEE ANKLE FOOT TOES

ON A SCALE FROM 1-10 WITH 10 BEING THE MOST SEVERE, PLEASE CIRCLE THE NUMBER THAT BEST DESCRIBES THE PROBLEM

1 2 3 4 5 6 7 8 9 10

DO YOU EXPERIENCE NUMBNESS OR TINGLING? NO YES

DESCRIBE THE INTENSITY OF THE PROBLEM: DULL THEN SHARP VERY SHARP THEN LEAVES ALWAYS THERE

DOES THE PROBLEM INTERFERE WITH NORMAL FUNCTIONS? NO YES

111) All of KOLB's MRIs, and none of the Highline MRIs or reports, are in TOULIOPOULOS and UNIVERSITY ORTHO's chart.

112) On August 1, 2022, there is no indication (and it is not in the chart) that TOULIOPOULOS reviewed Plaintiff's PT records, hospital records, pain management records, or the Highline MRIs.

113) Regardless, within ten days, TOULIOPOULOS performs a variety of right shoulder arthroscopic procedures on Plaintiff, including acromioplasty – ie, shaving down bone to reduce impingement – *which not even KOLB's MRIs indicated was a necessary procedure*.

114) TOULIOPOULOS goes on to perform further surgeries, including a virtually identical left shoulder surgery, and a right knee surgery for conditions demonstrated by the

Highline MRIs – which TOULIOPOULOS did not review – to not exist shortly after the date of accident.

115) TOULIOPOULOS and UNIVERSITY ORTHO were specifically selected to fraudulently inflate the value of the underlying case. TOULIOPOULOS and UNIVERSITY ORTHO made knowing and false material misrepresentations as the nature and causality of Plaintiff's purported injuries, including "treating" knowingly non-existent injuries TOULIOPOULOS falsely causally related to the accident. TOULIOPOULOS and UNIVERSITY ORTHO knew and intended that the materially false findings and statements would be relied upon to artificially justify unnecessary surgeries (including the surgeries by TOULIOPOULOS) and to inflate the value of the underlying claim, and that those same findings and statements would be relied upon in the underlying litigation.

MEROLA and UNION SPINE

116) MEROLA is no stranger to fraudulent practices, with, at last count, currently *seven* separate matters indicating MEROLA falsely claimed to have performed surgeries which diagnostic evidence shows were never performed,² and is currently a named Defendant in no less than three (3) RICO lawsuits for fraudulent practices.³

117) As noted *supra*, MEROLA was one of the three providers selected by the Workers' Comp and Third-Party Attorneys on the very day Plaintiff walked into the office, less than a day after hospital discharge. MEROLA and UNION SPINE made their appearance in this matter seven (7) months later, on August 9, 2022, and MEROLA would go on to

² See 712392/2018, NYSCEF Doc. 257; 525509/2018, NYSCEF Docs. 129, 131; 527715/2019, NYSCEF Docs. 171, 175; 157170/2015, NYSCEF Doc. 287; 504256/2021, NYSCEF Doc. 251; 158766/2015; 522504/2018.

³ See 1:24-cv-01549-NG-LB (E.D.N.Y., filed 3/1/24); 1:24-cv-06259 (E.D.N.Y., filed on 9/7/24); 1:24-cv-07098 (E.D.N.Y., filed 10/8/24);

perform surgeries on Plaintiff's cervical (December 2023) and lumbar spine (November 2022) - in this case where the only documented traumatic injury was a fractured wrist.

118) Merely 3 weeks after the IME provider found Plaintiff to have no antalgic gait, no difficulty in ambulation, and no range of motion restrictions, MEROLA notes great difficulty in these same matters:

Dr. McIntyre:

Measurements of the quadriceps, calf muscles, knee girth and foot and ankle girth are equal and symmetrical. The claimant can stand on toes and heels without difficulty. The claimant walks with a normal gait without an assistive device.

MEROLA:

PHYSICAL EXAMINATION: Alert and oriented x4. Mentation and affect are appropriate. Antalgic and kyphotic gait pattern. Reversal of lordosis is present upon ascent. Requiring assistance on and off exam table. Difficulty heel and toe raising bilaterally.

119) Notably, each consultation references the following, despite Plaintiff disavowing same under oath:

The patient is accompanied by friends and family members driven in utilizing private transportation.

Q In your visits with Dr. Merola,
have you typically gone by yourself, or
have you gone with family members?

A By myself.

120) CT scans of the spine were performed on the date of accident at the hospital. The cervical CT while noting non-specific bulges of C3, 5, and 6, found no evidence of traumatic injury, "no significant herniated intervertebral discs are demonstrated," and ultimately concludes they were viewing an "**Intact cervical spine.**"

CT cervical spine

Computed axial tomographic views are performed with reformatted sagittal and coronal views.

Cervical vertebra are normally aligned with preservation of the joint spaces and no evidence of vertebral body slippage neurocompression. Is maintenance of the normal cervical lordosis. Facet joints show normal articulation and alignment. Atlantoaxial joint and occipital condyles appear normal. Views of the apices of the lungs are unremarkable. The cervical vertebral bodies and posterior elements are intact without evidence of fracture. The lobes of the thyroid appears symmetric. No significant herniated intervertebral discs are demonstrated. A markedly prolapsed intervertebral disc at C3-5-6 is demonstrated. The remainder show no evidence of acute herniation.

Impression:

IMPRESSION: Intact cervical spine.

Report dictated and signed by Elliot Morse, MD 1/12/2022 10:55 PM

Acknowledged by: Irina Voloshina, RN on 01/13/22 0934

121) The CT scan of the lumbar on the date of accident was even *less* eventful, with no findings of any injury or condition at all, ultimately assessed as “Intact lower thoracic, lumbar spine and sacrum.”

CT lumbar spine without contrast [338545005]

Resulted: 01/12/22 2314, Result status: Final result

Ordering provider: Rishi Khakhkhar, MD 01/12/22 1910

Order status: Completed

Resulted by: Elliott Morse, MD

Filed by: Interface, Rad Results In 01/12/22 2316

Performed: 01/12/22 2301 - 01/12/22 2304

Accession number: ELCT6056821

Resulting lab: HHC PS360

Narrative:

CT lumbar spine

Computed axial tomographic views are performed with reformatted sagittal and coronal views. The study includes several lower thoracic vertebra. The lumbar vertebra are normally aligned with preservation of the joint spaces and no evidence of vertebral body slippage nor compression. Facet joints appear unremarkable study extends from T9 through the sacrum. The lower thoracic and lumbar vertebral bodies and posterior elements are intact without evidence of acute fracture. Sacrum and SI joints appear intact. The posterior medial ribs are unremarkable. No significant herniated intervertebral discs are demonstrated.

Impression:

IMPRESSION: Intact lower thoracic, lumbar spine and sacrum.

Report dictated and signed by Elliot Morse, MD 1/12/2022 11:14 PM

Acknowledged by: Irina Voloshina, RN on 01/13/22 1033

122) In the month after the accident, KING MDPC diagnosed mere cervical and lumbar sprain, and despite sending Plaintiff out for MRIs on roughly every other body part, did not refer Plaintiff to Highline for a cervical or lumbar MRI:

DIAGNOSTIC STUDIES:

Pending X-ray of the left wrist/hand, forearm and MRI study of the right shoulder, left shoulder, right elbow, left elbow, right wrist/hand, left wrist/hand, right ankle/foot and left ankle/foot .

FINAL DIAGNOSES:**CERVICAL SPINE**

1. S13.4XXA - CERVICAL SPRAIN

LUMBAR SPINE

1. S33.5XXA - Lumbar Sprain /Strain

123) Plaintiff is referred to KOLB by PAIN PC, and true to form, issues findings on May 31, 2022 which are inconsistent with other providers and prior diagnostics, although he does note the neural foramina for the alleged levels with conditions remain intact:

At C3-C4, there is no disc bulge or herniation. The neural foramina and exiting nerve roots are unremarkable.

At C4-C5, there is no disc bulge or herniation. The neural foramina and exiting nerve roots are unremarkable.

At C5-C6, there is a shallow posterior disc bulge impinging upon the thecal sac. The neural foramina are unremarkable

At C6-C7, there is a shallow posterior disc bulge impinging upon the thecal sac. The neural foramina are unremarkable

The discs are of normal height.

The marrow signal is normal.

The cord signal is normal.

There is no fracture .

There is no listhesis. There is a normal vertebral alignment.

The craniocervical junction is unremarkable.

124) Similarly, on May 24, 2022, KOLB performs and MRI read of the lumbar spine – intact at the hospital with no herniations – and sure enough, finds a prior-to-nonexistent herniation:

IMPRESSION: Broad posterior disc herniation L5-S1 impinging upon the bilateral extra thecal S1 nerve roots

125) In September 2022 – one month prior to MEROLA's surgery to Plaintiff's lumbar spine – Plaintiff undergoes an NCV and EMG study, which finds the following:

IMPRESSION:

The above electrodiagnostic study reveals no evidence of cervical radiculopathy.

126) That same day, the lumbosacral EMG carefully notes “evidence of Right S1 Lumbosacral Radiculopathy.” Not a *diagnosis* of it – since a diagnosis would require abnormal findings of “spontaneous activity,” “along with normal SNAP and CMAP findings,” in “specifically one paraspinal muscle and 2 limb muscles supplied by the same nerve root but innervated by different peripheral nerves,” [National Institute of Health](#), Electrodiagnostic Evaluation of Lumbosacral Radiculopathy, Last Updated: September 26, 2022.

127) *The entirety of Plaintiff's paraspinal muscles were completely normal*, and Plaintiff had 2 hits on *nerves with different roots*. *I.e.*, this was not evidence of anything except an EMG negative for radiculopathy.

Paraspinal EMG

Side	Muscle	Nerve	Root	Ins Act	Fibs	Psw	Comment
Left	L4-5 Parasp	Rami	L4-5	Nml	0	0	
Left	L5-S1Parasp	Rami	L5-S1	Nml	0	0	
Left	S1-2 Parasp	Rami	S1-2	Nml	0	0	
Right	L4-5 Parasp	Rami	L4-5	Nml	0	0	
Right	L5-S1Parasp	Rami	L5-S1	Nml	0	0	
Right	S1-2 Parasp	Rami	S1-2	Nml	0	0	

EMG

Side	Muscle	Nerve	Root	Ins Act	Fibs	Psw	Amp	Dur	Poly	Recrt	Int Pat	Comment
Left	PostTibialis	Tibial	L5, S1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	Peroneus Long	Sup Br Peron	L5-S1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	MedGastroc	Tibial	S1-2	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	AntTibialis	Dp Br Peron	L4-5	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	Ext Dig Long	Dp Br Peron	L5-S1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	VastusLat	Femoral	L2-4	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	PostTibialis	Tibial	L5, S1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	Peroneus Long	Sup Br Peron	L5-S1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	MedGastroc	Tibial	S1-2	Nml	0	0	*Inc	*Inc	Nml	Nml	Complete	
Right	AntTibialis	Dp Br Peron	L4-5	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	Ext Dig Long	Dp Br Peron	L5-S1	Nml	0	0	*Inc	*Inc	Nml	Nml	Complete	
Right	VastusLat	Femoral	L2-4	Nml	0	0	Nml	Nml	Nml	Nml	Complete	

128) Regardless, premised upon the **EMG which was negative for a clinical finding of radiculopathy**, and upon **KOLB's MRI finding of a herniation documented *not to exist at the hospital immediately after the accident***, MEROLA proceeds with surgery:

DATE OF PROCEDURE: 11/18/2022

LOCATION: Surgery Center of Westside.

ATTENDING SURGEON: Andrew A. Merola, M.D.

ASSISTANT SURGEON: Franco Cerabona, M.D.

PREOPERATIVE DIAGNOSIS: Lumbosacral radiculopathy with associated disc herniations at L5 and S1 segments.

POSTOPERATIVE DIAGNOSIS: Lumbosacral radiculopathy with associated disc herniations at L5 and S1 segments.

OPERATION PERFORMED: Decompressive lumbar laminectomies, medial facetectomies, neuroforaminotomies, and decompression of neurological elements and nerve roots of the L5 roots and the S1 roots, intraoperative fluoroscopy, and intraoperative evoked potential monitoring.

129) Notably part of the surgery includes "decompression of neurological elements and nerve roots of the L5 roots," despite that no diagnostic study, even KOLB's, suggested any form of compression of the L5 roots.

IMPRESSION: Broad posterior disc herniation L5-S1 impinging upon the bilateral extra thecal S1 nerve roots

130) The detail contained as to the operation itself leaves more than a bit to be desired:

LAMINECTOMIES OF L5: Further continuing to undertake decompressive lumbar laminectomies, medial facetectomies, neuroforaminotomies, and a decompression of the neurological elements and nerve roots of the L5 roots.

LAMINECTOMIES OF S1: Further continuing to undertake decompressive lumbar laminectomies, medial facetectomies, neuroforaminotomies, and a decompression of the neurological elements and nerve roots of the S1 roots.

131) None of the above is by accident.

132) Plaintiff follows up post-surgery on November 28, 2022, and then on February 27, 2023. No diagnostic films are taken to review the post-surgical condition despite purported ongoing complaints.

133) Plaintiff does not return to MEROLA until September 29, 2023. When he returns, Plaintiff purportedly makes continued complaints of lower back pain, and also neck pain. MEROLA suggests updated MRIs and EMGs for the neck, but not the lower back. This is, again, not by accident. The only change in MRI is upgrading C6-7 from bulge to herniation.

134) The EMG again **is clinically negative for a diagnosis of radiculopathy**, and again resorts to “evidence of” findings – this time **relying on a single muscle group and without having measured the cervical paraspinal muscles for response *at all***.

EMG

Side	Muscle	Nerve	Root	Ins	Fib	Pos	Ampl	Dur	Poly	Recr	Int Pat	Comment
Left	Abd Polli Brev	Median	C8-T1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	1stDorInt	Ulnar	C8-T1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	PronatorTeres	Median	C6-7	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	BrachioRad	Radial	C5-6	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	Biceps	Musculocut	C5-6	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	Triceps	Radial	C6-7-8	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Left	Deltoid	Axillary	C5-6	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	Abd Polli Brev	Median	C8-T1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	1stDorInt	Ulnar	C8-T1	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	PronatorTeres	Median	C6-7	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	BrachioRad	Radial	C5-6	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	Biceps	Musculocut	C5-6	Nml	0	0	*Inc	*Inc	Nml	Nml	Complete	
Right	Triceps	Radial	C6-7-8	Nml	0	0	Nml	Nml	Nml	Nml	Complete	
Right	Deltoid	Axillary	C5-6	Nml	0	0	Nml	Nml	Nml	Nml	Complete	

135) MEROLA then proceeds to perform a cervical spine operation with fusion on December 22, 2023:

OPERATION PERFORMED: Anterior cervical interbody arthrodesis of C5-C6 with decompression of spinal cord and nerve roots at the C5-C6, placement of biomechanical device at C5-C6, placement of anterior spinal instrumentation separate and distinct from the biomechanical device itself consisting of a locking anterior plate-screw implant specifically placed at C5-C6 for inherent stability and not merely to hold the biomechanical device in place, autogenous locally harvested bone graft, allo bone graft, intraoperative fluoroscopy and intraoperative evoked potential monitoring.

136) The basis offered for this intensive surgery is as follows:

PREOPERATIVE DIAGNOSIS: Cervical radiculopathy with myelopathy of the C5-C6 segment and associated disc herniation.

137) **Cervical radiculopathy was never diagnosed. The EMG was negative for cervical radiculopathy. Plaintiff was never diagnosed with myelopathy. Plaintiff was never diagnosed with a cervical herniation at C5-C6, even by KOLB.**

KOLB, May 31, 2022:

At C5-C6, there is a shallow posterior disc bulge impinging upon the thecal sac. The neural foramina are unremarkable

At C6-C7, there is a shallow posterior disc bulge impinging upon the thecal sac. The neural foramina are unremarkable

KOLB, October 10, 2023:

At C5-C6, a shallow posterior disc bulge impinging upon the thecal sac remains unchanged. The neural foramina are unremarkable

At C6-C7, there is a shallow posterior disc herniation mildly impinging upon the thecal sac. The neural foramina are unremarkable

138) **The clinical indication to perform a highly invasive surgery set forth by MEROLA, to justify his permanent alteration of Plaintiff's spine (if it was even done), is entirely and knowingly false.**

139) Plaintiff follows up with MEROLA for what appears to be the last time on January 15, 2024. No diagnostics are ordered to review the results of the surgery.

140) In each of MEROLA's records, MEROLA issues a causality statement relating the purported conditions to the underlying claim. MEROLA does this despite first seeing Plaintiff **seven months** after the accident. MEROLA's file **does not contain the hospital records, the PT records, any of the PAIN PC records except the EMG studies, any of KING MDPC's records, any of PERSICH's records, or any of TOULIOPOULOS's records, nor does he ever note reviewing them.** The only outside records MEROLA references reviewing, or has in his file at all, are the KOLB MRIs and the PAIN PC EMG studies.

141) MEROLA and UNION SPINE were one of the three (3) specifically identified and chosen providers by Plaintiff's *attorneys* the day Plaintiff walked in the door. MEROLA was specifically selected to do precisely what he has been documented to do in the past, and precisely what he in fact did in this case: manufacture entirely false bases for performing multiple life-altering surgeries to line his own pockets and fraudulently inflate the value of the underlying case.

142) MEROLA and UNION SPINE made knowing and false material misrepresentations as to the radiological findings, EMG findings, and surgical indications. MEROLA and UNION SPINE further made knowing and materially false causation statements regarding non-existent injuries. MEROLA and UNION SPINE knew and intended that the materially false statements would be relied upon to artificially justify unnecessary surgeries and to inflate the value of this claim, and that those same findings would be relied upon in the underlying litigation.

143) Notably, prior to *any* of the various surgeries performed in this matter, Plaintiff underwent an IME with Dr. Louis McIntyre on July 12, 2022. Dr. McIntyre **found not a single objective indication of any orthopedic disability, no evidence of any limited range of**

motion, or continuing injury whatsoever, to any of the alleged body parts. Dr. McIntyre found that **no further treatment was warranted, not even PT (let alone six subsequent unrelated surgeries) and that Plaintiff was able to return to work without any restrictions or limitations.**

144) **Not one of the surgical providers ordered films after the surgeries of the operated body part,** intentionally limiting review of the veracity of the operative reports.

145) Each and every one of these doctors and facilities engaged in a fraudulent scheme to maximize their billings, falsely justify unnecessary surgeries, falsely inflate the value of the underlying claim, and falsely attribute a panoply of injuries to what was, in reality, a broken wrist.

146) Plaintiff is a non-English speaking immigrant with a second-grade education. Plaintiff justifiably relied on the materially false statements outlined above, given to him by healthcare providers (in turn, hand selected by his attorneys) who owed a duty of care and who were supposed to be treating him, not lining their pockets at his expense.

147) **Plaintiff has been damaged thereby.** As noted above, **prior to any of the falsely justified, unnecessary, and clinically unwarranted surgeries**, on July 12, 2022, Dr. McIntyre found not a single objective indication of any orthopedic disability, no evidence of any limited range of motion, or continuing injury whatsoever, to any of the alleged body parts. Dr. McIntyre found that no further treatment was warranted, not even PT (let alone six subsequent unrelated surgeries) and that Plaintiff was able to return to work without any restrictions or limitations.

148) Any injuries, conditions, disabilities, limitations, and alleged damages of any kind (with the exception of the left wrist fracture, which promptly healed without

complication) have been solely the result of the fraudulent conduct of the Third-Party Defendants.

149) Defendant/Third-Party Plaintiff has been damaged thereby, forced to incur exorbitant, unnecessary, and continuing defense costs to defend against such fraudulent findings, treatments, surgeries causality statements, and outright fabrications. Reliance upon Third Party Defendants' material falsities is thrust upon Defendant/Third Party Plaintiff; this is not a contract or a deal wherein they can simply choose *not* to rely on same, or walk away. Defenses must be raised, costs must be incurred, lest an eight figure amount Plaintiff seeks be assessed after inquest or trial.

150) Each of the Third-Party Defendants made knowingly false material statements of fact intending such statements to be relied upon, they were in fact relied upon, and damages have flowed thereby.

151) Third-Party Defendants must be held liable for the panoply of unnecessary surgeries they have foisted upon Plaintiff solely to reap monetary rewards; repeatedly cutting open Plaintiff shoulders, spine, knee, and ankle *as the result of broken wrist*. Plaintiff is entitled to all categories of damages available at law from Third Party Defendants, in an amount to be determined at trial and exceeding all courts of lower jurisdiction.

152) Third-Party Defendants must be held liable to Defendant/Third-Party Plaintiff for the damages incurred as a result of Third-Party Defendants' conduct, being only the latest victim of an orchestrated and intentional fraud, at the expense of vulnerable populations and insurers alike. Defendant/Third-Party Plaintiff is entitled to all categories of damages available at law from Third Party Defendants, over and above amounts justly due and owing

from Third-Party Defendants to Plaintiff, in an amount to be determined at trial and exceeding all courts of lower jurisdiction.

SECOND CAUSE OF ACTION
GENERAL BUSINESS LAW § 349
As against All Defendants

153) Defendants/Third-Party Plaintiffs repeat and reallege each and every allegation set forth above as if fully set forth at length herein.

154) General Business Law (“GBL”) § 349 provides that (a) “Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful,” and (h) “any person who has been injured by reason of any violation of this section may bring an action... to recover his actual damages... [and t]he Court may award reasonable attorney's fees to a prevailing plaintiff.”

155) It is well-established that medical providers are subject to the provisions of GBL § 349.

156) It is equally well-established that a deceptive practice need not reach the level of common-law fraud to be actionable under § 349, and intent to defraud and justifiable reliance are not elements of a statutory claim.

157) A claim under this section may be stated in connection with a medical malpractice claim, even when a fraud claim is dismissed as duplicative of a malpractice claim.

158) As set forth more fully under the individual subheadings of the FIRST CAUSE OF ACTION, *supra*, each and every one of the Third-Party Defendants have engaged in deceptive acts and practices in the conduct of their businesses; particularly, in the furnishing of healthcare services. Each of the allegations against each and every Third-Party Defendant is incorporated by reference herein as if fully set forth at length.

159) The injuries and damages suffered by Plaintiff and Defendant/Third-Party Plaintiff as set forth in the FIRST CAUSE OF ACTION are incorporated by reference herein as if fully set forth at length.

160) The alleged conduct of Third-Party Defendants has dramatic and widespread effects on consumers extending far beyond the instant deceptive acts and practices in the furnishing of healthcare services.

161) The alleged conduct of Third-Party Defendants has dramatic and widespread effects on consumers extending far beyond even the population physically harmed by the deceptive acts and practices in the furnishing of healthcare services. The acts and practices engaged in by Third Party Defendants have a broader impact on consumers at large.

162) More generally, deceptive acts and practices by healthcare providers in relation to claims and suits of this nature have an impact locally – clogged Court dockets, needless legal spend, and fraudulently obtained settlements and awards - and nationally, wrongfully driving up the cost of legitimate insurance business operations, resulting in needlessly escalating premiums to the ultimate consumers of liability insurance and the cost of healthcare (*i.e., everyone*).

163) This phenomenon and its effects have recently begun to attract media attention. *See* New York Post, June 16, 2024: [MS-13, Russian mobsters use migrants in elaborate injury scam — even getting spinal surgery to pull it off](#) (“Insurance insiders claim losses have tripled since the pandemic, with payouts so massive they’re driving up the cost of living for all New Yorkers... The scams are ballooning costs for insurance, housing, construction, food, utilities, and basic living expenses”); ABC News, October 4, 2024: [7 On Your Side investigation finds dozens of injury lawsuits from people living in same apartment](#)

[buildings](#) ("We have a system that allows for fraudulent claims, leads to million dollars settlements and it raises the cost of insurance premiums across the board," Brian Sampson, president of the Empire State Chapter of the Associated Builders & Contractors, said. "We need to find a way to get it to stop."... Not only did Eyewitness News uncover dozens of construction injury lawsuits coming from the same homes, but we found about half - 30 out of 62 lawsuits - were filed by the same two law firms."); ABC News, March 17, 2024: [Construction workers in NY faking falls on sites part of larger fraud scheme, lawsuit claims](#) ("These fraudulent acts have emerged as widespread insurance scams which lead to inflated costs in construction and housing throughout New York State," said Assemblyman David Weprin.")

164) The deceptive conduct occurred in New York, and the effects are felt by consumers at large in New York. Under these circumstances, an entity has standing to pursue claims for violations of GBL § 349.

165) Third-Party Defendants are liable to Defendant/Third-Party Plaintiff for compensatory damages and the attorneys' fees incurred in bringing and prosecuting this Third Party Action.

THIRD CAUSE OF ACTION
MEDICAL MALPRACTICE

As against Third Party Defendants
UNIVERSITY ORTHO, TOULIOPOULOS, UNION SPINE, MEROLA, ALL COUNTY, AND
PERSICH

166) Defendant/Third-Party Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth at length herein.

167) On or around August 1, 2022, First-Party Plaintiff presented to UNIVERSITY ORTHO for the treatment of injuries he allegedly sustained in a fall accident.

168) First-Party Plaintiff continued to see UNIVERSITY ORTHO for his alleged injuries from such accident, including but not limited to treatment for his right knee, left knee, right shoulder, left shoulder and left hip.

169) UNIVERSITY ORTHO, held itself out to be a medical facility duly qualified and competent to render medical and/or surgical care to the public and in particular to the First-Party Plaintiff, JULIO CESAR PUAC.

170) UNIVERSITY ORTHO had in its employ and under its supervision and/or control doctors, nurses, assistants, technicians, and other staff, including its owner, TOULIOPOULOS, necessary to provide the public in general, and First-Party Plaintiff, more particularly, with medical care.

171) That the medical and surgical treatment, services and advice rendered to First-party Plaintiff, JULIO CESAR PUAC by UNIVERSITY ORTHO and TOULIOPOLOS, their agents, servants and/or employees, were negligently and carelessly performed and were rendered in a manner which departed from good and accepted medical practice then and there prevailing and constituted professional medical malpractice.

172) UNIVERSITY ORTHO owed a duty to the First-Party Plaintiff to possess the requisite knowledge and skill that a qualified physician would possess and apply in similar situations.

173) A medical facility-patient relationship existed between the First-Party Plaintiff and UNIVERSITY ORTHO.

174) A physician-patient relationship existed between First-Party Plaintiff and TOULIOPOULOS.

175) UNIVERSITY ORTHO and TOULIOPOULOS failed to adequately review test results and First-Party Plaintiff's complaints, and recognize First-Party Plaintiff's need for proper medical and orthopedic referral, treatment and surgical intervention.

176) On or about August 1, 2022 and at all times mentioned herein, UNIVERSITY ORTHO and TOULIOPOULOS undertook to and did render medical, orthopedic and surgical care, treatment, services and advice to the First-party Plaintiff.

177) UNIVERSITY ORTHO and TOULIOPOULOS carelessly, recklessly and negligently failed to properly test, diagnose and treat First-party Plaintiff which adversely affected the health, wellbeing and future treatment of the Plaintiff.

178) UNIVERSITY ORTHO and TOULIOPOULOS performed and rendered unnecessary and/or improper treatment and/or surgery on First-party Plaintiff, JULIO CESAR PUAC which adversely affected plaintiff's health, wellbeing and future treatment.

179) That at all times mentioned herein, defendant TOULIOPOULOS was a physician duly licensed to practice in the State of New York.

180) That on or about August 9, 2022 and at all times mentioned herein, MEROLA and UNION SPINE supervised and controlled a staff at a facility located at 141 West 28th Street, 5th Fl., New York, NY 10001.

181) The medical and surgical treatment, services and advice rendered to First-party Plaintiff by MEROLA and UNION SPINE, their agents, servants and/or employees, were negligently and carelessly performed and were rendered in a manner which departed from good and accepted medical practice then and there prevailing and constituted professional medical malpractice.

182) On or around August 9, 2022, First-Party Plaintiff presented to MEROLA and UNION SPINE for the treatment of injuries he allegedly sustained in a fall accident.

183) First-Party Plaintiff continued to see the MEROLA and UNION SPINE for his alleged injuries from such accident, including but not limited to treatment for his cervical and lumbar spine.

184) UNION SPINE held itself out to be a medical facility duly qualified and competent to render medical and/or surgical care to the public and in particular to the First-Party Plaintiff.

185) Third-Party Defendant, UNION SPINE SURGERY, P.C., had in its employ and under its supervision and/or control doctors, nurses, assistants, technicians, and other staff, including its owner, MEROLA, necessary to provide the public in general, and First-Party Plaintiff, more particularly, with medical care.

186) That at all times mentioned herein, defendant UNION SPINE was a medical facility duly licensed to furnish medical services in the State of New York.

187) That at all times mentioned herein, defendant UNION SPINE was, or held itself out to be, a orthopedic and/or medical specialist offering professional services to the public in general and the plaintiff in particular.

188) At all times mentioned herein, the Third-Party Defendant UNION SPINE held itself out to be a medical facility providing medical services to the public in general and to the First-Party Plaintiff in particular.

189) At all times mentioned herein, Third-Party Defendant UNION SPINE represented that they were competent to perform and render all medical care, treatment, services and advice required by the First-Party Plaintiff.

190) UNION SPINE owed a duty to the First-Party Plaintiff to possess the requisite knowledge and skill that a qualified physician would possess and apply in similar situations.

191) A medical facility-patient relationship existed between the First-Party Plaintiff and the UNION SPINE.

192) UNION SPINE failed to adequately review test results and First-Party Plaintiff's complaints, and recognize First-Party Plaintiff's need for proper medical and orthopedic referral, treatment and surgical intervention.

193) On or about August 9, 2022 and at all times mentioned herein, UNION SPINE undertook to and did render medical, orthopedic and surgical care, treatment, services and advice to the First-party Plaintiff, JULIO CESAR PUAC.

194) That at all times hereinafter mentioned, MEROLA represented himself to be competent to perform and render all of the professional care, treatment services and advice required by the First-party Plaintiff, JULIO CESAR PUAC.

195) That MEROLA carelessly, recklessly and negligently failed to properly test, diagnose and treat First-party Plaintiff, JULIO CESAR PUAC, which adversely affected the health, wellbeing and future treatment of the plaintiff.

196) That defendant UNION SPINE and MEROLA performed and rendered unnecessary and/or improper treatment and/or surgery on First-party Plaintiff, JULIO CESAR PUAC which adversely affected plaintiff's health, wellbeing and future treatment.

197) That at all times mentioned herein, defendant ANDREW MEROLA, M.D. was a physician duly licensed to practice in the State of New York.

198) That at all times mentioned herein, defendant MEROLA was, or held himself out to be, a surgical and/or medical specialist offering professional services to the public in general and the plaintiff in particular.

199) At all times mentioned herein, the MEROLA held himself out to be a physician providing medical services to the public in general and to the First-Party Plaintiff, JULIO CESAR PUAC in particular.

200) At all times mentioned herein MEROLA represented that he was competent to perform and render all medical care, treatment, services and advice required by the First-Party Plaintiff, JULIO CESAR PUAC.

201) MEROLA owed a duty to the First-Party Plaintiff to possess the requisite knowledge and skill that a qualified physician would possess and apply in similar situations.

202) A physician-patient relationship existed between the First-Party Plaintiff and MEROLA.

203) MEROLA failed to adequately review test results and First-Party Plaintiff's complaints, and recognize First-Party Plaintiff's need for proper medical and orthopedic referral, treatment and surgical intervention.

204) MEROLA performed and rendered unnecessary and/or improper treatment and/or surgery on First-party Plaintiff, JULIO CESAR PUAC which adversely affected plaintiff's health, wellbeing and future treatment.

205) On or around April 7, 2022, First-Party Plaintiff presented to ALL COUNTY and PERSICH for the treatment of injuries he allegedly sustained in a fall accident.

206) First-Party Plaintiff continued to see ALL COUNTY and PERSICH for his alleged injuries from such accident, including but not limited to treatment for his bilateral ankles

and feet.

207) ALL COUNTY and PERSICH held themselves out to be a medical facility duly qualified and competent to render medical and/or surgical care to the public and in particular to the First-Party Plaintiff, JULIO CESAR PUAC.

208) ALL COUNTY and PERSICH had in its employ and under its supervision and/or control doctors, nurses, assistants, technicians, and other staff, including its owner, PERSICH, necessary to provide the public in general, and First-Party Plaintiff, more particularly, with medical care.

209) That the medical and surgical treatment, services and advice rendered to First-party Plaintiff by ALL COUNTY and PERSICH, their agents, servants and/or employees, were negligently and carelessly performed and were rendered in a manner which departed from good and accepted medical practice then and there prevailing and constituted professional medical malpractice.

210) ALL COUNTY and PERSICH owed a duty to the First-Party Plaintiff to possess the requisite knowledge and skill that a qualified physician would possess and apply in similar situations.

211) A medical facility-patient relationship existed between the First-Party Plaintiff and ALL COUNTY.

212) A physician-patient relationship existed between First-Party Plaintiff and PERSICH.

213) ALL COUNTY and PERSICH failed to adequately review test results and First-Party Plaintiff's complaints, and recognize First-Party Plaintiff's need for proper medical and orthopedic referral, treatment and surgical intervention.

214) On or about April 7, 2022 and at all times mentioned herein, ALL COUNTY and PERSICH undertook to and did render medical, orthopedic and surgical care, treatment, services and advice to the First-party Plaintiff.

215) ALL COUNTY and PERSICH carelessly, recklessly and negligently failed to properly test, diagnose and treat First-party Plaintiff which adversely affected the health, wellbeing and future treatment of the Plaintiff.

216) ALL COUNTY and PERSICH performed and rendered unnecessary and/or improper treatment and/or surgery on First-party Plaintiff, JULIO CESAR PUAC which adversely affected plaintiff's health, wellbeing and future treatment.

217) That at all times mentioned herein, defendant PERSICH was a Doctor of Podiatric Medicine duly licensed to practice in the State of New York.

218) UNIVERSITY ORTHO, TOULIOPOULOS, ALL COUNTY, PERSICH, MEROLA, and UNION SPINE (collectively, the "Malpractice Providers") improperly diagnosed the First-Party Plaintiff, JULIO CESAR PUAC's injuries and failed to take into account his age, the extent of the injuries, and alternative applicable treatment while under their care.

219) The medical care provided to the First-Party Plaintiff by the Malpractice Providers deviated from good and accepted standards of medical practice as they existed in New York State when Third-Party Defendants provided care to the First-Party Plaintiff.

220) The departures from the standards of good and accepted practice by the Malpractice Providers constituted a failure to use reasonable care under the circumstances.

221) The Malpractice Providers deviated from accepted standards of medical care in misdiagnosing First-Party Plaintiff and conducting wholly inappropriate and unnecessary

surgery, resulting in injury and reduction in quality of life to the First-Party Plaintiff, JULIO CESAR PUAC.

222) By reason of the foregoing, the First-Party Plaintiff, JULIO CESAR PUAC was caused to suffer and sustain severe and permanent serious personal injuries, severe and serious pain and suffering and mental anguish; become obligated to expend sums of money for medical services and related expenses, and has thereby been injured and damaged in a sum which exceeds the jurisdictional limitations of all lower courts which would otherwise have jurisdiction, as set forth in the operative First Party Complaint.

223) By reason of the foregoing, the Defendant/Third Party Plaintiff was caused to suffer and sustain economic losses as it pertains to defending the suit brought by First Party Plaintiff, which is primarily or entirely the result of the actions of Malpractice Defendants.

224) Plaintiff is entitled to recover of Malpractice Defendants for his damages suffered and through all categories of damages available by law; Third Party Plaintiff is entitled to recover over and above as against the Malpractice Defendants for the damages sustained by way of defending the underlying suit.

FOURTH CAUSE OF ACTION FOR NEGLIGENCE
AND GROSS NEGLIGENCE

As against Third Party Defendants
UNIVERSITY ORTHO, TOULIOPOULOS, UNION SPINE, MEROLA, ALL COUNTY,
AND PERSICH

225) Defendant/Third-Party Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

226) The Malpractice Providers had a duty to the First-Party Plaintiff, JULIO CESAR PUAC, to use ordinary and reasonable care in providing him medical care and treatment.

227) The Malpractice Providers were negligent in the care rendered for and on behalf of the First-Party Plaintiff, JULIO CESAR PUAC.

228) The Malpractice Providers carelessly neglected to heed the First-Party Plaintiff, JULIO CESAR PUAC's condition in negligently departing from accepted practices in the care and services rendered to, and on behalf of, the First-Party Plaintiff, JULIO CESAR PUAC.

229) The Malpractice Providers, their agents, and employees failed to use ordinary and reasonable care in the delivery of services to the First-Party Plaintiff, JULIO CESAR PUAC and others and in ensuring that services were delivered to the First-Party Plaintiff, JULIO CESAR PUAC and others and failed to take reasonable precautions to prevent the development of the First-Party Plaintiff, JULIO CESAR PUAC's injuries.

230) As a result of the foregoing, the First-Party Plaintiff, JULIO CESAR PUAC was allegedly disabled, suffered injuries, pain and mental anguish, required medical care, incurred expenses and was permanently injured.

231) On February 8, 2022, the above named First-Party Plaintiff commenced an action in this Court against the Defendants/Third-Party Plaintiff, BG 37TH AVENUE REALTY LLC, to recover damages for the alleged personal injuries sustained as alleged in the Complaint, the contents of which the Defendants/Third-Party Plaintiff, BG 37TH AVENUE REALTY LLC beg leave to refer to upon trial of this action as if same were set forth herein more particularly at length. Annexed hereto as **Exhibit "A"** and made part hereof, without admitting truth of any allegation contained therein, is a copy of First-Party Plaintiff's Complaint.

232) First-Party Plaintiff alleges in the Complaint, among other things, upon information and belief, that on January 12, 2022, First-Party Plaintiff, JULIO CESAR PUAC, allegedly suffered personal injuries when First-Party Plaintiff fell in front of the premises, located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

233) Third-Party Defendant/First Party Plaintiff, BG 37TH AVENUE REALTY LLC, served their Answer to the Summons and Complaint on or about October 21, 2019.

234) First-Party Plaintiff was seen and treated by each of the Malpractice Providers.

235) It was the duty of the Malpractice Providers , their agents and/or employees, to provide health services and medical treatment to the First-Party Plaintiff.

236) The Malpractice Providers, their agents and/or employees breached such duty to the First-Party Plaintiff by failing to properly diagnose and treat First-Party Plaintiff's injuries.

237) Such failure of duty by the Malpractice Providers was an intervening cause of First-Party Plaintiff's alleged injuries.

238) Upon information and belief, that if First-Party Plaintiff sustained the damages in the manner and at the time and place as alleged in the Complaint through any negligence other than her own, such injuries, conditions, and damaged claimed to be causally related were in fact occasioned through the negligence of the Malpractice Providers, in causing and/or exacerbating the alleged injuries.

239) Upon information and belief, if the Defendant/Third-Party Plaintiff are held liable to the First-Party Plaintiff, such liability arose out of the affirmative, negligent, careless and reckless acts, acts of omission, breach of duty, and conduct of the Malpractice Providers and their agents and/or employees, in causing and/or exacerbating the injuries complained

of in the First-Party Plaintiff's Complaint, and that the Defendant/First-Party Plaintiff are entitled to be indemnified by the Malpractice Providers for the amount of any verdict or judgment which may be recovered against the Defendant/First-Party Plaintiff.

240) That upon information and belief, if the First-Party Plaintiff recover herein, it will be by the virtue of the recklessness, carelessness and negligence of the Malpractice Providers, and not the Defendant/ First-Party Plaintiff, for which Defendant/Third-Party Plaintiff demands judgment for contribution and/or indemnification according to the respective degrees of negligence of the Malpractice Providers to be ascertained, determined and adjudicated at trial.

241) Should First-Party Plaintiff recover against Defendant/Third-Party Plaintiff under any alleged statutory provision, by reason of Malpractice Providers's negligence, recklessness, carelessness or statutory violation, Defendant/Third-Party Plaintiff, shall be entitled to full indemnification for such amounts, as well as costs, attorneys fees and disbursements as may be incurred in the defense of this matter.

242) By reason of the foregoing, the Malpractice Providers will be liable to the Defendant/Third-Party Plaintiff in whole or in part for any such recovery against the Defendant/Third-Party Plaintiff.

FIFTH CAUSE OF ACTION FOR INFORMED CONSENT

As against Third Party Defendants

**UNIVERSITY ORTHO, TOULIOPOULOS, UNION SPINE, MEROLA, ALL COUNTY, AND
PERSICH**

243) Defendant/Third-Party Plaintiff repeats and realleges each and every allegation set forth above with the same force and effect as if more fully set forth at length herewith.

244) Between April 7, 2022, into the present day, Malpractice Providers held

themselves out as physicians and institutions providing medical, emergency medicine, surgical, orthopedic, general surgical and/podiatric facilities or services for those persons in need of same, including First-Party Plaintiff.

245) At all times mentioned herein, including between April 7, 2022, into the present day, agents, servants and/or employees of the Malpractice Providers supervised, directed and controlled the primary medical diagnoses, care and treatments rendered to First-party plaintiff, JULIO CESAR PUAC.

246) The Malpractice Providers used and employed physicians, staff members, and others, who were authorized, retained, or permitted by this the Malpractice Providers to order, recommend, request, advise, perform, render, or provide medical, emergency medicine, surgical, general surgical, neurosurgical, orthopedic or nursing examinations, evaluations, care, treatments, procedures, tests, studies, services, or advice of, for, and to patients of the Malpractice Providers.

247) The Malpractice Providers held themselves out to the public generally, and more specifically to JULIO CESAR PUAC as being able, competent, or qualified to order, recommend, request, advise, perform, render, or provide all of the professional examinations, evaluations, care, treatments, surgeries, procedures, tests, studies, services, or advice ordered for, recommended for, requested for, advised for, rendered to, provided to, or required by JULIO CESAR PUAC.

248) The Malpractice Providers, their physicians, staff members and others who treated and failed to treat First-party plaintiff, JULIO CESAR PUAC, from April 7, 2022, into the present day, negligently, carelessly, and recklessly rendered or failed to render services to plaintiff in a manner contrary to good and accepted practice in the community of medical

institution/physicians which resulted in the pain, suffering, and economic loss of plaintiff.

249) Between April 7, 2022, into the present day, the Malpractice Providers, their agents, servants, employees and licensees who rendered medical diagnoses, care, treatment, services and advice to the First-party plaintiff, JULIO CESAR PUAC, failed to adequately inform him, and failed to warn him, of the nature, purpose, known perils, recognized hazards, risks and possible complications of the medical diagnosis, treatment, surgery, services and advice rendered to the plaintiff; the Malpractice Providers, their agents, servants, employees and licensees failed to inform plaintiff regarding the outcome or possible consequences of the medical diagnosis, treatment, services and advice which defendant rendered; the Malpractice Providers, their agents, servants, employees and licensees failed to inform plaintiff of any alternative methods of treatment; the Malpractice Providers, their agents, servants, employees and licensees failed to obtain an informed consent by or on behalf of the plaintiff.

250) A reasonable person in plaintiff's position would not have undergone the treatment or diagnosis had she/he had been fully informed, and the lack of said informed consent is a proximate cause of the injuries for which recovery is sought.

251) As a result of the foregoing, to the degree Plaintiff, JULIO CESAR PUAC, was adversely affected in his health, well being and future treatments, was caused to sustain severe and permanent personal injuries, and was caused to suffer severe pain and mental anguish, was caused to expend and become obligated to expend sums of money for medical services and related expenses, and otherwise been damaged as set forth in the First Party Complaint, the Malpractice Providers are liable to Plaintiff for any such sum.

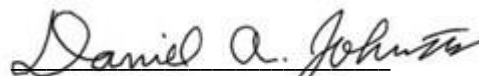
WHEREFORE, the Defendant/Third-Party Plaintiff, BG 37TH AVENUE REALTY LLC, respectfully demands judgment:

- i. Dismissing the Complaint of the First-Party Plaintiff;
- ii. Apportioning the relative responsibilities of all parties;
- iii. That Third-Party Defendants are liable for contribution and/or indemnification to Defendant/Third-Party Plaintiff for the amount of any verdict or judgment that may be recovered by Plaintiff in this action by way of each third-party cause of action, individually and/or collectively;
- iv. Against the Third-Party Defendants for any amounts equal to the excess over and above the Defendant/Third-Party Plaintiff's equitable share as determined by this Court for any claim wherein liability is established;
- v. Over and against the Third-Party Defendants in favor of Defendant/Third-Party Plaintiff on its third-party claim for fraud, for compensatory, punitive, and exemplary damages not less than \$12,000,000;
- vi. Over and against the Third-Party Defendants in favor of Defendant/Third-Party Plaintiff on its third-party claim for violations of General Business Law § 349, for compensatory damages to be determined at trial and for reasonable attorneys' fees;
- vii. together with the costs, disbursements and expenses of this action, including attorneys' fees.

Respectfully submitted,

Dated: Syosset, New York
October 30, 2024

BELL LAW GROUP, PLLC



By: DANIEL A. JOHNSTON, ESQ.
Attorneys for the Third-Party
Defendant/Third-Party First-Party
Plaintiff
116 Jackson Avenue
Syosset, New York 11791
(516) 280-3008

ATTORNEY VERIFICATION

STATE OF NEW YORK)
)SS:
COUNTY OF NASSAU)

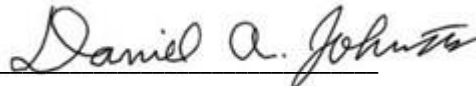
DANIEL A. JOHNSTON, being duly sworn, deposes and says:

1. That I, the undersigned, am an attorney admitted to practice in the Court of the State of New York, and that I am the attorney for the Defendant/Third-Party Plaintiff in the within action. I have read the annexed Third-Party Summons & Complaint and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

2. This verification is made by Affirmant and not by Defendant/Third-Party Plaintiff, because Defendant/Third-Party Plaintiff does not reside within the county where Affirmant's office is maintained. The grounds of Affirmant's belief as to all matters not stated upon Affirmant's knowledge are as follows: reports, memoranda and investigation materials contained in Affirmant's file.

3. The undersigned affirms the foregoing statements are true under the penalties of perjury.

Dated: Syosset, New York
October 30, 2024


DANIEL A. JOHNSTON, ESQ.

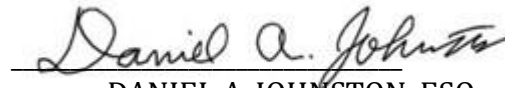
CERTIFICATE OF MERIT

DANIEL A. JOHNSTON, an attorney duly licensed and admitted to practice before the courts of the State of New York, hereby affirms and certifies the following under the penalties of perjury:

I am the attorney for third party plaintiff in this action. I hereby certify that I have reviewed the facts in this case and have consulted with a physician/doctor licensed to practice in the State of New York whom I reasonably believe is knowledgeable in the relevant issues involved in this action.

I have concluded on the basis of such review and consultation that there is a reasonable basis for commencement of this action.

Dated: Syosset, New York
 October 30, 2024


DANIEL A. JOHNSTON, ESQ.

EXHIBIT

“A”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.: 702770/2022

-----X
JULIO CESAR PUAC,

Plaintiff,

-against-

BG 37TH AVENUE REALTY LLC and LINE
VENTURE GROUP LLC,

Defendants.
-----X

SUPPLEMENTAL SUMMONS

Plaintiff designates QUEENS
County as the place of trial.


The basis of venue is:
Plaintiff's situs of accident
35-50 Junction Boulevard
Corona, New York 11368

To the above-named Defendants

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the services of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
May 16, 2022

Yours, etc.,
WILLIAM SCHWITZER & ASSOCIATES, P.C.


By: Christopher W. Drake, Esq.
Attorneys for Plaintiff
JULIO CESAR PUAC
820 Second Avenue, 10th Floor
New York, New York 10017
(212) 683-3800
File No.: SRDS22-004

TO:

THE BELL LAW GROUP, PLLC
Jonathan Bell, Esq.
Attorneys for Defendant
BG 37TH AVENUE REALTY LLC
116 Jackson Avenue
Syosset, New York 11791
(516) 280-3008

LINE VENTURE GROUP LLC
28-23 208th Street
Bayside, New York 11360

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS-----X
JULIO CESAR PUAC,

Plaintiff,

-against-

BG 37TH AVENUE REALTY LLC and LINE
VENTURE GROUP LLC,Defendants.
-----X

Index No.: 702770/2022

**AMENDED VERIFIED
COMPLAINT**

Plaintiff, JULIO CESAR PUAC, by his attorneys, WILLIAM SCHWITZER & ASSOCIATES, P.C., as and for a cause of action alleges upon information and belief as follows:

1. At all the times herein mentioned, Plaintiff, JULIO CESAR PUAC, was and still is a resident of the County of Queens, City and State of New York.
2. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was and still is a domestic corporation organized and existing under and by virtue of the laws of the State of New York.
3. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was and still is a foreign corporation authorized to do business under and by virtue of the laws of the State of New York.
4. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a company organized and existing under and by virtue of the laws of the State of New York.
5. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, maintained a principal place of business in the State of New York.
6. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, owned the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.
7. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, owned the premises located at 35-46 Junction Boulevard, County

of Queens, City and State of New York.

8. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, operated the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

9. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, operated the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

10. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, maintained the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

11. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, maintained the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

12. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, managed the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

13. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, managed the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

14. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, controlled the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

15. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, controlled the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

16. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, supervised the premises located at 35-50 Junction Boulevard,

County of Queens, City and State of New York.

17. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, supervised the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

18. That on or about January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, leased the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

19. That on or about January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, leased the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

20. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a sublessor of the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

21. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a sublessor of the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

22. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a sublessee of the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

23. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a sublessee of the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

24. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was an assignor of a lease at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

25. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was an assignor of a lease at the premises located at 35-46 Junction

Boulevard, County of Queens, City and State of New York.

26. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was an assignee of a lease at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

27. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was an assignee of a lease at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

28. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, entered into an agreement and/or arrangement to provide and perform certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

29. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, entered into an agreement and/or arrangement to provide and perform certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

30. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, entered into a contract to provide and perform certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

31. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, entered into a contract to provide and perform certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

32. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was performing certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

33. That on or about January 12, 2022, and upon information and belief, the Defendant, BG

37TH AVENUE REALTY LLC, was performing certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

34. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was the general contractor for certain work, labor and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

35. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was the general contractor for certain work, labor and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

36. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was the project manager for certain work, labor and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

37. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was the project manager for certain work, labor and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

38. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a contractor for certain work, labor and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

39. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, was a contractor for certain work, labor and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

40. That on or about January 12, 2022, and upon information and belief, the Defendant, BG

37TH AVENUE REALTY LLC, by its agents, servants and employees directed, supervised and controlled all of the work and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

41. That on or about January 12, 2022, and upon information and belief, the Defendant, BG 37TH AVENUE REALTY LLC, by its agents, servants and employees directed, supervised and controlled all of the work and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

42. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, hired various entities to provide and perform certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

43. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, BG 37TH AVENUE REALTY LLC, hired various entities to provide and perform certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

44. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was and still is a domestic corporation organized and existing under and by virtue of the laws of the State of New York.

45. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was and still is a foreign corporation authorized to do business under and by virtue of the laws of the State of New York.

46. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a company organized and existing under and by virtue of the laws of the State of New York.

47. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, maintained a principal place of business in the State of New York.

48. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE

VENTURE GROUP LLC, owned the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

49. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, owned the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

50. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, operated the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

51. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, operated the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

52. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, maintained the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

53. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, maintained the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

54. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, managed the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

55. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, managed the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

56. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, controlled the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

57. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE

VENTURE GROUP LLC, controlled the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

58. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, supervised the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

59. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, supervised the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

60. That on or about January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, leased the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

61. That on or about January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, leased the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

62. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a sublessor of the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

63. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a sublessor of the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

64. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a sublessee of the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

65. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a sublessee of the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

66. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was an assignor of a lease at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

67. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was an assignor of a lease at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

68. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was an assignee of a lease at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

69. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was an assignee of a lease at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

70. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, entered into an agreement and/or arrangement to provide and perform certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

71. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, entered into an agreement and/or arrangement to provide and perform certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

72. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, entered into a contract to provide and perform certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

73. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, entered into a contract to provide and perform certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

74. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was performing certain work, labor and/or services at the premises located

at 35-50 Junction Boulevard, County of Queens, City and State of New York.

75. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was performing certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

76. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was the general contractor for certain work, labor and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

77. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was the general contractor for certain work, labor and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

78. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was the project manager for certain work, labor and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

79. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was the project manager for certain work, labor and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

80. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a contractor for certain work, labor and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

81. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, was a contractor for certain work, labor and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

82. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE

VENTURE GROUP LLC, by its agents, servants and employees directed, supervised and controlled all of the work and/or services performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

83. That on or about January 12, 2022, and upon information and belief, the Defendant, LINE VENTURE GROUP LLC, by its agents, servants and employees directed, supervised and controlled all of the work and/or services performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

84. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, hired various entities to provide and perform certain work, labor and/or services at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

85. That at all the times hereinafter alleged, and upon information and belief, prior to January 12, 2022, the Defendant, LINE VENTURE GROUP LLC, hired various entities to provide and perform certain work, labor and/or services at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

86. That on or about January 12, 2022, certain work, labor and/or services was being performed at the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

87. That on or about January 12, 2022, certain work, labor and/or services was being performed at the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

88. That on or about January 12, 2022, the Plaintiff, JULIO CESAR PUAC, was lawfully working on the premises located at 35-50 Junction Boulevard, County of Queens, City and State of New York.

89. That on or about January 12, 2022, the Plaintiff, JULIO CESAR PUAC, was lawfully working on the premises located at 35-46 Junction Boulevard, County of Queens, City and State of New York.

90. That on or about January 12, 2022, while the Plaintiff, JULIO CESAR PUAC, was on the aforesaid premises, he was caused to fall from a height/elevation while performing labor law protected work.

91. That on or about January 12, 2022, while the Plaintiff, JULIO CESAR PUAC, was on the aforesaid premises, he was caused to be injured when he fell from a height/elevation.

92. That on or about January 12, 2022, while the Plaintiff, JULIO CESAR PUAC, was on the aforesaid premises, he was struck by unsecured falling object(s) while performing labor law protected work.

93. That on or about January 12, 2022, while the Plaintiff, JULIO CESAR PUAC, was on the aforesaid premises, he was caused to be injured when he was struck by unsecured falling object(s).

94. That on or about January 12, 2022, the Plaintiff was caused to be injured as a result of height/elevation/gravity related risks and due to Defendants failure to provide adequate and proper protection against the hazards of falling object(s).

95. That on or about January 12, 2022, the Plaintiff was caused to be injured as a result of height/elevation/gravity related risks and due to Defendants failure to provide overhead protection against the hazards of falling object(s).

96. That on or about January 12, 2022, the Plaintiff was caused to be injured as a result of height/elevation/gravity related risks and due to Defendants failure to provide adequate and proper protection against the hazards of falling.

97. That on or about January 12, 2022, the Plaintiff was caused to be injured as a result of height/elevation/gravity related risks and due to Defendants failure to provide adequate devices necessary for performing work at the aforesaid premises.

98. The aforesaid accident and the injuries resulting therefrom were due to the careless, reckless and negligent manner in which the Defendant owned, managed, maintained, controlled, operated, performed and supervised the aforesaid premises and/or the construction work being done on the aforesaid premises, without the Plaintiff in any way contributing thereto.

99. The Defendant herein was careless, reckless and negligent in that they violated their

duties to persons lawfully on the aforesaid premises and to this Plaintiff in particular, in knowingly, permitting, suffering and allowing the aforesaid premises to be, become and remain in a defective, unsafe and dangerous condition; in knowingly permitting, suffering and allowing Plaintiff to work in an unsafe work place; and was further negligent in failing to take suitable precautions for the safety of persons lawfully on the aforesaid premises.

100. The aforesaid accident and the injuries resulting therefrom were caused by the Defendant, its agents, servants and/or employees failure and omission to provide the Plaintiff with a safe place to work.

101. That by reason of the foregoing and the negligence of the Defendant, the Plaintiff, JULIO CESAR PUAC, was severely injured, bruised and wounded, suffered, still suffers and will continue to suffer for some time physical pain and bodily injuries and became sick, sore, lame and disabled.

102. That by reason of the foregoing, the Plaintiff, JULIO CESAR PUAC, was compelled to and did necessarily require medical aid and attention, and did necessarily pay and become liable therefore for medicines and upon information and belief, the Plaintiff will necessarily incur similar expenses.

103. That by reason of the foregoing, the Plaintiff, JULIO CESAR PUAC, has been unable to attend to his usual occupation in the manner required, sustaining loss of wages and suffer loss of earnings in the future.

104. One or more of the exceptions of §1602 of the Civil Practice Laws and Rules applies to the within action.

105. That as a result of the foregoing, the Plaintiff, JULIO CESAR PUAC, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts.

AS AND FOR THE SECOND CAUSE OF ACTION

106. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 105 inclusive, with the same force and effect as though more fully set forth at length herein.

107. That the Defendants failed to provide Plaintiff with a safe place to work.

108. That the Defendants violated § 200, 240(1) and 241(6) of the New York Labor Law.

109. That the Defendants violated the applicable sections of the Industrial Code of the State of New York.

110. That as a result of the foregoing, the Plaintiff, JULIO CESAR PUAC, has suffered and continues to suffer damages in a sum which exceeds the jurisdictional limits of all lower courts.

WHEREFORE, Plaintiff, JULIO CESAR PUAC, demands judgment against the Defendants for the First Cause of Action in excess of the jurisdictional amounts of the lower Courts, and for the Second Cause of Action in excess of the jurisdictional amounts of the lower Courts, together with the costs and disbursements of this action.

Dated: New York, New York
May 16, 2022

Yours, etc.,
WILLIAM SCHWITZER & ASSOCIATES, P.C.

By: Christopher W. Drake, Esq.
Attorneys for Plaintiff
JULIO CESAR PUAC
820 Second Avenue, 10th Floor
New York, New York 10017
(212) 683-3800
File No.: SRDS22-004

ATTORNEY'S VERIFICATION

I, Christopher W. Drake, Esq., an attorney duly admitted to practice in the Courts of the State of New York, hereby affirms the following to be true under the penalty of perjury:

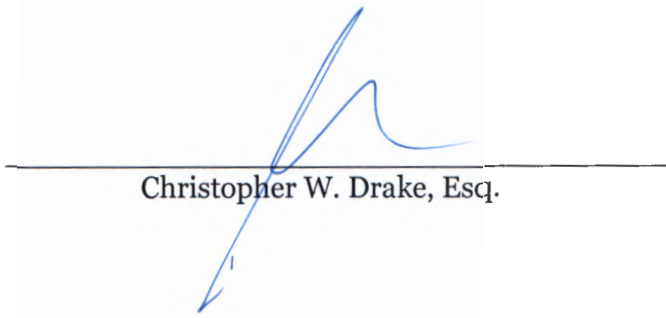
That I am associated with the firm WILLIAM SCHWITZER & ASSOCIATES, P.C., the attorneys for the Plaintiff in the within action and as such, I am fully familiar with the facts and circumstances surrounding this matter based upon my review of the contents of the file maintained by this office.

That I have read the foregoing **SUPPLEMENTAL SUMMONS AND AMENDED COMPLAINT** and know the contents thereof; that the same is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief; and, as to those matters, I believe them to be true.

That the reason this verification is made by your affirmant and not by the Plaintiff is that the Plaintiff does not reside within the county in which my office is maintained.

That the grounds for your affirmant's belief as to all matters not stated upon my own knowledge are as follows: facts, investigations, reports, records, and documents contained in Plaintiff's file maintained by your affirmant's office.

Dated: New York, New York
May 16, 2022



Christopher W. Drake, Esq.