

Approved: Micah Fergenson
MICAH F. FERGENSON
Assistant United States Attorney

Before: THE HONORABLE SARAH L. CAVE
United States Magistrate Judge
Southern District of New York

21 MAG 2868

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	:	
UNITED STATES OF AMERICA	:	<u>SEALED COMPLAINT</u>
	:	
- v. -	:	Violations of 18 U.S.C.
	:	§§ 1347, 1956, 1028A,
MELISSA PANAYIOTA KANES,	:	and 2.
	:	
Defendant.	:	COUNTY OF OFFENSE:
	:	NEW YORK
- - - - -	X	

SOUTHERN DISTRICT OF NEW YORK, ss.:

JENNIFER BREITENBACH, being duly sworn, deposes and says that she is a Special Agent with the Federal Bureau of Investigation, and charges as follows:

COUNT ONE
(Health Care Fraud)

1. From in or about 2016 up to and including in or about 2019, in the Southern District of New York and elsewhere, MELISSA PANAYIOTA KANES, the defendant, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud a health care benefit program, and to obtain, by means of false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, a health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, to wit, the defendant caused to be submitted fraudulent claims for payment to an insurance company, which paid the fraudulent claims, on behalf of an employer's health care benefit program, to two different companies created by the defendant.

(Title 18, United States Code, Sections 1347 and 2.)

COUNT TWO
(Money Laundering)

2. From in or about 2016 up to and including in or about 2019, in the Southern District of New York and elsewhere, MELISSA PANAYIOTA KANES, the defendant, knowing that the property involved in financial transactions represented the proceeds of some form of unlawful activity, did conduct and attempt to conduct such financial transactions which in fact involved the proceeds of specified unlawful activity, to wit, the health care fraud offense charged in Count One of this Complaint, knowing that the transactions were designed, in whole and in part, to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of the specified unlawful activity, to wit, the defendant transferred proceeds of her health care scheme from bank accounts in the names of two newly-created businesses to the bank account of her already-established business, the latter of which was then used to pay for a variety of business and other expenses, including to pay per diem chiropractors whose unique identifying information was used without authorization in the course of the health care fraud scheme.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT THREE
(Aggravated Identity Theft)

3. From in or about 2016 up to and including in or about 2019, in the Southern District of New York and elsewhere, MELISSA PANAYIOTA KANES, the defendant, knowingly did transfer, possess, and use, without lawful authority, a means of identification of another person, during and in relation to a felony violation enumerated in Title 18, United States Code, Section 1028A(c), to wit, the defendant submitted health care claims to an insurance company using the unique health care provider identifiers assigned to three other New York chiropractors, without the per diem chiropractors' authorization, in furtherance of the health care fraud offense charged in Count One of this Complaint.

(Title 18, United States Code, Sections 1028A and 2.)

The bases for my knowledge and the foregoing charges are, in part, as follows:

4. I have been a Special Agent with the Federal Bureau of Investigation for approximately twenty-two months. I have received training regarding a variety of types of fraud, and have participated in making arrests for fraud offenses. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

Overview

5. Based on my review of relevant records, my conversations with representatives of victim insurance companies, and my conversations with three victim per diem chiropractors, I have learned the following regarding MELISSA PANAYIOTA KANES, the defendant.

a. During the relevant time period, MELISSA PANAYIOTA KANES, the defendant, worked as a licensed chiropractor in New York, New York.

b. Between 2014 and 2016, KANES submitted a high volume of insurance claims to one of the largest private health insurance companies in the country ("Insurer-1") which served as the third-party claims administrator for various health plans, including a health plan covering the employees of a large consulting firm ("Victim Employer-1"). At the outset, KANES submitted the bills using companies publicly associated with her and her own identification number. But in 2016, Insurer-1 flagged KANES for improper billing and slowed or ceased payments to KANES. Thereafter, KANES, and others known and unknown, continued to submit claims to Insurer-1 but took steps to hide KANES's association with the bills by submitting them under the names and identification numbers of two newly-incorporated companies ("New Company-1" and "New Company-2") and three newly-recruited per diem chiropractors ("Victim Chiropractor-1," "Victim Chiropractor-2," and "Victim Chiropractor-3"; together, the "Victim Chiropractors"), without the Victim Chiropractors' knowledge or consent.

c. These claims to Insurer-1 – the vast majority of which related to services purportedly rendered to employees in the Manhattan office of Victim Employer-1, which was nearby KANES's regular office in Manhattan – were false; they variously misrepresented the provider of the services (as

one of the Victim Chiropractors), the location of the services (as somewhere other than KANES's regular office), and which chiropractic services were in fact rendered (including whether any were rendered at all). More generally, the claims misleadingly omitted KANES's involvement.

d. Along with Insurer-1, KANES submitted claims to other private health insurance companies during the relevant time period. As explained further below, at least some set of those claims were also false. In particular, on certain dates for which KANES claimed to have provided the services billed, KANES was, in fact, traveling outside of the United States.

KANES's Companies Prior to December 2016

6. Based on my review of records from Insurer-1 and records from the New York Department of State, I know that, prior to 2016, MELISSA PANAYIOTA KANES, the defendant, offered her chiropractic services through three companies ("Company-1," "Company-2," and "Company-3").

a. KANES incorporated Company-1 as a professional service corporation on or about May 27, 2001. In or about January 2011, the registered address for the Company-1 was changed to an address in the Midtown East neighborhood of Manhattan (the "Midtown East Office"). In or about August 2016, KANES sought to voluntarily dissolve Company-1, and Company-1 was dissolved effective on or about November 21, 2016.

b. Company-2 was incorporated as a professional service corporation on or about January 4, 2010. There were three original members and managers of Company-2: a physical therapist, an acupuncturist, and KANES (who is a chiropractor). The registered address for Company-2 was the Midtown East Office.

c. Company-3 was incorporated as a professional service corporation on or about February 20, 2014. The sole original shareholder, director, and officer of Company-3 was KANES. The registered address for Company-3 was the Midtown East Office.

KANES's Claims to Insurer-1 Prior to December 2016

7. Based on my review of public information and my training and experience in conducting health care fraud investigations, I have learned that, in general, when submitting claims to an insurance company, a health care provider must include its National Provider Identifier ("NPI"). An NPI is a

ten-digit number that serves as "a unique health identifier for health care providers for use in the health care system."¹ An NPI does "not change, even if [a health care provider's] name, address, taxonomy, or other information changes."² The Centers for Medicare & Medicaid Services maintains a public, searchable registry of all active NPI records.³

8. Based on my discussions with representatives of Insurer-1 and my review of Insurer-1 records, I have learned the following about how Insurer-1 processes claims from health care providers, including MELISSA PANAYIOTA KANES, the defendant.

a. Insurer-1 has at least three different claims processing platforms. Insurer-1 received claims from KANES or her companies that were processed through each of those three platforms. One of the platforms ("Platform-1"), however, processed the vast majority of the claims that KANES sent to Insurer-1.

b. Platform-1 tracks who submitted the claim and who provided the care through two general categories: the Billing Provider, which identifies the individual or entity that submitted the claim for reimbursement, and the Rendering Provider, which is the medical care provider who performed the medical services billed. Platform-1 records, among other things, the tax identification number ("TIN") and address of the Billing Provider. Platform-1 also records the NPI of the Rendering Provider. All of this information is submitted as part of insurance claims to Insurer-1.

c. Prior to December 2016, Insurer-1 received claims submitted by all three of KANES's entities – that is, Company-1, Company-2, and Company-3 – and those claims were processed through all three of Insurer-1's platforms. Most of these claims, as noted above, were processed through Platform-1. Specifically, in this time period, Company-1, Company-2, or Company-3 was the Billing Provider, as identified through the recorded TIN, in approximately 7,174 claims processed through Platform-1. KANES was listed as the Rendering Provider, as

¹ *HIPAA Administrative Simplification: Standard Unique Health Identifier for Health Care Providers*, 69 Fed. Reg. 3434 (Jan. 23, 2004).

² Centers for Medicare & Medicaid Services, *NPI: What You Need to Know* 1 (Dec. 2016).

³ The registry is accessible at the following web address:
<https://npiregistry.cms.hhs.gov/>.

identified through KANES's NPI, on approximately 6,124 of those approximately 7,174 claims.

In Late 2016, Insurer-1 Flagged KANES's Claims for Further Review, Causing Payments to Slow or Cease

d. Insurer-1 investigators first looked into KANES's billing activity in 2015. In or around August 2015, Insurer-1's investigative unit received an internal referral regarding suspect billing patterns by KANES. On or about October 27, 2015, an investigator for Insurer-1 sent a letter to KANES requesting medical records regarding approximately 43 previously paid claims. On or about November 30, 2015, an attorney representing KANES responded to the letter, requesting in sum and substance the legal grounds for the request. On or about December 10, 2015, Insurer-1's counsel replied to KANES's attorney. No further response was received from KANES or her attorney, and the requested records were never supplied. KANES continued to submit claims to Insurer-1.

e. Beginning at least in or around August 2016, Insurer-1 placed a flag on KANES in its system that would require supporting documentation prior to paying her claims. Insurer-1 accordingly began denying or delaying payment of KANES's claims until such documentation was provided. Insurer-1 received several appeals from KANES in which KANES provided only medical charts as supporting documentation. After clinically reviewing the supporting documentation, Insurer-1 determined that the records did not support any of the services billed. For example, the review identified unbundling of services (that is, billing services separately rather than as a group, in order to obtain a higher overall reimbursement), double billing procedure codes twice for the same date of service, and billing for unsupported chiropractic manipulation.⁴

f. On or about September 29, 2016, another investigator for Insurer-1 sent a letter requesting records regarding approximately 58 patients – specifically requesting “copies of patient billing and collection ledgers (i.e., documents that show when bills were sent to patients, if any, and how much money has been paid by patients, if any), a copy of your billing and collection practices to assist in reviewing the records as well as a complete listing of your staff and their

⁴ In addition, I have reviewed U.S. border crossing records for MELISSA PANAYIOTA KANES, the defendant, and learned that KANES submitted claims to Insurer-1 for services purportedly provided on dates that KANES was, in fact, traveling out of the country.

licensure and/or credentials." On or about November 10, 2016, Insurer-1 sent a second request for this same information. KANES never responded to these requests.

g. During this period, KANES continued to submit claims to Insurer-1, at least for a time. Specifically, Insurer-1 received approximately over 400 claims from KANES (that is, claims associated with one or Kanes's Companies or her NPI) in or around August 2016, and approximately over 360 claims from KANES (again, that is, claims associated with one or Kanes's Companies or her NPI) in or around September 2016. Insurer-1 did not pay these claims. Aside from approximately 30 claims received after September 2016, KANES did not thereafter submit claims to Insurer-1 using Company-1, Company-2, Company-3, or KANES's NPI.

h. Rather, as explained further below, KANES created new companies – that is, New Company-1 and New Company-2 – and fraudulently used other chiropractors' NPIs in order to continue billing Insurer-1.

The New Company-1 Scheme

9. Based on my review of records from Insurer-1, I have learned the following.

a. Beginning in or around December 2016, and continuing through in or around February 2018, Insurer-1 received approximately 5,889 claims from New Company-1 (the "New Company-1 Claims"). Insurer-1 paid \$319,440.47 to New Company-1 in connection with these claims.

b. Each New Company-1 Claim listed the Billing Provider as New Company-1 and the Rendering Provider as Victim Chiropractor-1 or New Company-1. The New Company-1 Claims listed either of two addresses as the service provider's address: an address in Brooklyn (the "Brooklyn Address") and an address in Manhasset, which, based on publicly available information, I know is a virtual office (the "Manhasset Virtual Office").

10. Based on my review of records from the New York Department of State, I have learned that New Company-1 was in fact controlled by MELISSA PANAYIOTA KANES, the defendant. New Company-1 was incorporated as a professional service corporation on or about December 1, 2016. The sole original shareholder, director, and officer of New Company-1 was KANES, and KANES listed a personal address in Manhasset Hills, New York. The

address listed for New Company-1 was the Manhasset Virtual Office.

11. Based on my review of records provided by the company that controls the Manhasset Virtual Office, I know that, on or about August 15, 2016, MELISSA PANAYIOTA KANES, the defendant, entered into a standard virtual office agreement for use of the Manhasset Virtual Office, starting September 1, 2016.

12. Based on my review of records from a New York area bank ("Bank-1"), I know that Insurer-1 paid New Company-1 through electronic funds transfers to an account at Bank-1 held in the name of New Company-1 (the "New Company-1 Account"). Insurer-1 also paid the New Company-1 Claims through checks that were then deposited into the New Company-1 Account. The sole signatory on the New Company-1 Account at Bank-1 was MELISSA PANAYIOTA KANES, the defendant.

13. Based on an affidavit executed by Victim Chiropractor-1 on or about November 13, 2019 and my discussions with Victim Chiropractor-1, I have learned the following.

a. Victim Chiropractor-1 was a chiropractor licensed in New York during the relevant time period.

b. Victim Chiropractor-1 first communicated with MELISSA PANAYIOTA KANES, the defendant, on or about October 2016, when KANES contacted Victim Chiropractor-1 via LinkedIn to discuss performing chiropractic cover work for her as a substitute provider. Victim Chiropractor-1 agreed to perform chiropractic coverage work for KANES, on a per diem basis and without a written contract.

c. Beginning in or about October 2016, through in or about December 2017, Victim Chiropractor-1 treated patients on Tuesdays or Fridays at KANES's Midtown East Office, which Victim Chiropractor-1 understood to be the office for Company-2. Victim Chiropractor-1 performed chiropractic manipulation and manual therapy only; Victim Chiropractor-1 was never instructed to document those treatments into the patients' treatment records, and did not have access to any patient charts and was unable to review patient treatment records prior to rendering the treatments. Victim Chiropractor-1 worked one or two days per week, totaling no more than six to seven hours per week. Victim Chiropractor-1 was paid a rate of \$40 per hour, for a total of less than \$600 for tax year 2016, and a total of

approximately \$3,600 for tax year 2017. The paychecks to Victim Chiropractor-1 were issued by Company-3.

d. Victim Chiropractor-1 never provided chiropractic services at, and has no knowledge of, the Manhasset Virtual Office. While Victim Chiropractor-1 had worked at the Brooklyn Address, she had done so in connection with another practice, never for KANES or her companies.⁵

e. Victim Chiropractor-1 never provided her NPI to KANES, nor authorized KANES, nor any professional entities associated with KANES, to use Victim Chiropractor-1's NPI number for claims submissions to Insurer-1.

14. I have also reviewed an Internal Revenue Service ("IRS") Form 1099 that MELISSA PANAYIOTA KANES, the defendant, provided to Victim Chiropractor-1 for tax year 2017. The "payer" listed on the 1099 is Company-2 (rather than New Company-1), and the address provided for the payer is the Midtown East Office (rather than the Manhasset Virtual Office).

15. Based on information and records provided by Insurer-1, I have learned that the New Company-1 Claims related to approximately 170 different patients, approximately 160 of whom worked for Victim Employer-1. When Insurer-1 contacted patients listed in the New Company-1 Claims to verify the services billed, patients responded that they were not required to pay anything themselves for the services, and several patients responded that the relevant New Company-1 Claim was untrue in material part. For example:

a. Patient-1 was asked to verify certain services allegedly provided to Patient-1 on a particular date and responded in part that "I have never seen/visited [Victim Chiropractor-1] for any type of service."

b. Patient-2 was asked to verify certain services allegedly provided to Patient-2 on a particular date and responded in part "I do not recognize this provider."

c. Patient-3 was asked to verify certain services allegedly provided to Patient-3 on two specific dates. Patient-3 verified some of the first date's treatments, but

⁵ The Brooklyn Address is listed in the public NPI registry page for Victim Chiropractor-1 as Victim Chiropractor-1's primary practice address.

denied three treatments on the second date, stating "Didn't visit this clinic a 2nd time."

d. Patient-4 was asked to verify certain services allegedly provided to Patient-4 on two specific dates. Patient-4 responded in part that the provider "was Melissa Kanes, not [Victim Chiropractor-1] (no idea who that is)."

e. Patient-5 was asked to verify certain services allegedly provided to Patient-5 on two specific dates. Patient-5 responded in part that "While the claims [are listed] for [Victim Chiropractor-1], the person who actually administered the services was Dr. Melissa Kanes DC."

f. Patient-6 was asked to verify certain services allegedly provided to Patient-6 on one specific date. Patient-6 responded in part that "there were several" providers of her treatment, and the place of service was the Midtown East Office.

16. Notwithstanding the foregoing, based on my review of records from the New York Department of Labor ("NYDOL"), I know that, in response to an inquiry from the NYDOL regarding the absence of payroll for New Company-1, an accountant for MELISSA PANAYIOTA KANES, the defendant, stated in sum and substance: "[New Company-1] was a start up business that never materialized. The only employee was the owner and she did not take out any salary because there was not much activity. She ran this company with other companies."

17. Lastly, I have reviewed records provided by other insurers regarding MELISSA PANAYIOTA KANES, the defendant, and her companies. During the same time period in which KANES was submitting claims to Insurer-1 using New Company-1, KANES was simultaneously submitting claims to other insurers using her regular companies, i.e., Company-2, and Company-3.

18. In light of the foregoing, I believe the New Company-1 Claims to Insurer-1 were fraudulent. The New Company-1 Claims were misleadingly submitted by a newly-incorporated Billing Provider and variously misrepresented the Rendering

Provider and the place of service in order to hide any association with MELISSA PANAYIOTA KANES, the defendant.

The New Company-2 Scheme

19. Based on my review of records from Insurer-1, I have learned the following.

a. Once the New Company-1 Claims ceased being submitted to Insurer-1, claims from New Company-2 began being submitted (the "New Company-2 Claims"). Insurer-1 paid New Company-2 approximately \$517,297.70 in connection with the New Company-2 Claims.

b. Between in or around February 2018, and in or around June 2019, Insurer-1 received 4,340 claims listing New Company-2 as the Billing Provider. Approximately 3,061 of these claims listed Victim Chiropractor-2 as the Rendering Provider, as identified by Victim Chiropractor-2's NPI. The remaining approximately 1,279 claims listed Victim Chiropractor-3 as the Rendering Provider, as identified Victim Chiropractor-3's NPI. Each New Company-2 Claim listed the service provider's address as an address on Broadway in Manhattan (the "Broadway Address").

20. Based on my review of records from the New York Department of State, I have learned that New Company-2 was in fact controlled by MELISSA PANAYIOTA KANES, the defendant. New Company-2 was incorporated as a professional service corporation on or about February 6, 2017. The sole original shareholder, director, and officer of New Company-2 was KANES, and KANES listed a personal address in Manhasset Hills, New York. The address listed for New Company-2 at its incorporation was the Manhasset Virtual Office, which is the same address that was used by New Company-1. On or about November 6, 2018, New Company-2's address was changed to the Broadway Address.

21. Based on my review of records from Bank-1, I know that Insurer-1 paid New Company-2 through electronic funds transfers to an account at Bank-1 held in the name of New Company-2 (the "New Company-2 Account"). Insurer-1 also paid the New Company-2 Claims through checks that were then deposited into the New Company-2 Account. The sole signatory on the New Company-2 Account at Bank-1 was MELISSA PANAYIOTA KANES, the defendant.

22. Based on Victim Chiropractor-1's November 13, 2019 affidavit, I have learned that Victim Chiropractor-1 referred a professional colleague, Victim Chiropractor-2, to

MELISSA PANAYIOTA KANES, the defendant, in or around January 2018.

23. Based on an affidavit executed by Victim Chiropractor-2 on or about September 25, 2019, I have learned the following about Victim Chiropractor-2's dealings with MELISSA PANAYIOTA KANES, the defendant.

a. Victim Chiropractor-2 was a chiropractor licensed in New York during the relevant time period.

b. Victim Chiropractor-2 first communicated with KANES on or about January 23, 2018, by telephone. Following that call, on or about January 25, 2018, Victim Chiropractor-2 had an initial personal interview with KANES at KANES's Midtown East Office, after which KANES agreed to hire Victim Chiropractor-2 on a per diem basis as needed by KANES and New Company-2. No written contract was executed. Victim Chiropractor-2 provided chiropractic services on behalf of KANES and New Company-2 on three dates: February 23, 2018; March 13, 2018; and March 20, 2018.

c. Victim Chiropractor-2's services were performed at the Midtown East Office. Victim Chiropractor-2 never provided chiropractic services at the Broadway Address.

d. Victim Chiropractor-2 was paid \$125 per day, for a total of \$375. Victim Chiropractor-2's paychecks were issued not by New Company-2, but by Company-3.

e. Victim Chiropractor-2 never authorized KANES or KANES's companies to use Victim Chiropractor-2's NPI for claims submissions to Insurer-1.

24. I have reviewed a copy of a complaint that Victim Chiropractor-2 filed against MELISSA PANAYIOTA KANES, the defendant. On or about September 25, 2019, after being contacted by Insurer-1, Victim Chiropractor-2 filed a complaint against KANES with the New York State Department of Health's Office of Professional Medical Conduct, complaining in sum and substance that KANES "fraudulently continued to use my NPI number after I ceased working at her practice."

25. Based on an interview of Victim Chiropractor-3, I have learned the following about Victim Chiropractor-3's dealings with MELISSA PANAYIOTA KANES, the defendant.

a. Victim Chiropractor-3 performed coverage chiropractic work for KANES on approximately nine days between

January and March 2019. Victim Chiropractor-3 was paid approximately \$300 per week.

b. KANES was not present when Victim Chiropractor-3 saw patients in KANES's office. KANES did not provide Victim Chiropractor-3 with any patient paperwork.

c. Victim Chiropractor-3 worked for KANES only at KANES's Midtown East Office.

d. Victim Chiropractor-3 allowed KANES to use her NPI number to bill for the patients she personally saw. Victim Chiropractor-3 did not authorize KANES to use her NPI number otherwise.

26. Based on information and records from Insurer-1, I have learned the following. The New Company-2 Claims related to approximately 103 different patients, approximately 101 of whom worked for Victim Employer-1. When Insurer-1 contacted patients listed in the New Company-2 Claims to verify the services billed, patients responded that they were not required to pay anything themselves for the services, and several patients responded that the relevant New Company-2 Claim was untrue in material part. For example, Patient-1 was asked to verify certain services allegedly provided to Patient-1 on a particular date, and responded in part: "Do not know / have [n]ever been to location or seen service provider."

27. Lastly, I have reviewed records provided by other insurers regarding MELISSA PANAYIOTA KANES, the defendant, and her companies. During the same time period in which KANES was submitting claims to Insurer-1 using New Company-2, KANES was simultaneously submitting claims to other insurers using her regular companies, i.e., Company-2, and Company-3.

28. In light of the foregoing, I believe that the New Company-2 Claims to Insurer-1 were fraudulent. The New Company-2 Claims were misleadingly submitted by a newly-incorporated Billing Provider and variously misrepresented the Rendering Provider and the place of service in order to hide any association with MELISSA PANAYIOTA KANES, the defendant.

KANES Transferred Proceeds from the New Company-1 and New Company-2 Schemes to Company-3, and Used Company-3 to Pay the Victim Chiropractors

29. Based on my review of records from Bank-1, I have learned the following about the New Company-1 Account, the New

Company-2 Account, a bank account held by Company-3 (the "Company-3 Account"), and KANES's personal bank account, all at Bank-1 and controlled by MELISSA PANAYIOTA KANES, the defendant.

a. Between approximately February 2017 and approximately May 2018, the New Company-1 Account received approximately \$348,163.24 from Insurer-1. In roughly the same time period, KANES transferred an aggregate amount of approximately \$142,650 from the New Company-1 Account to the Company-3 Account, which is a bank account in New York, New York; which KANES also controls; and which is in the name of a company publicly associated with KANES. Those funds were commingled with other funds in the Company-3 Account. KANES used the Company-3 Account to pay for a variety of business and other expenses, including to pay Victim Chiropractor-1, who was listed in claims to Insurer-1 as working for New Company-1, not Company-3.

b. Between in or around March 2018 and June 2019, the New Company-2 Account received approximately \$522,316.48 from Insurer-1. In roughly the same time period, KANES transferred an aggregate amount of approximately \$237,056 to the Company-3 Account. Those funds were commingled with other funds in the Company-3 Account. KANES used the Company-3 Account to pay for a variety of business and other expenses, including to pay Victim Chiropractor-2, who was listed in claims to Insurer-1 as working for New Company-2, not Company-3.

c. KANES also used the Company-3 Account to pay a luxury car company, to withdraw approximately \$355,000 in cash, and to pay credit cards, which were in turn used for business and personal expenses, including to pay the fees for the Manhasset Virtual Office and to make payments to the luxury car company.

KANES's Claims to Other Insurers

30. In addition to Insurer-1, MELISSA PANAYIOTA KANES, the defendant, submitted claims to at least two other insurers ("Insurer-2" and "Insurer-3," collectively, the "Insurers"). I believe that at least some of these claims were likewise fraudulent.

