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ATTORNEY GENERAL OF NEW JERSEY  
ATTORNEY FOR PLAINTIFFS  
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*Disciplinary*  
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**FILED**  
**FEB 23 1999**

CLAR. S. FISHER, JR., J.S.C.

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PETER VERNIERO, ATTORNEY GENERAL OF	:	SUPERIOR COURT OF NEW JERSEY
NEW JERSEY, NEW JERSEY DIVISION OF	:	CHANCERY DIVISION - EQUITY
CONSUMER AFFAIRS, STATE BOARD OF	:	MONMOUTH COUNTY
MEDICAL EXAMINERS and STATE BOARD	:	DOCKET NO. MON C-138-98
OF CHIROPRACTIC EXAMINERS	:	
Plaintiffs,	:	
v.	:	CIVIL ACTION
MEDICAL DIVERSIFIED SERVICES, INC.,	:	FINAL JUDGMENT, PERMANENT
PERSONALLY YOURS CLAIMS DIVERSIFIED,	:	INJUNCTION, AND ORDER OF
INC, & DEBORAH M. KOVALSKY, a/k/a	:	SETTLEMENT
DEBBIE KOVALSKY	:	
Defendants	:	

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WHEREAS, Plaintiffs Peter Verniero, Attorney General of New Jersey, Mark S. Herr, Director of the New Jersey Division of Consumer Affairs, the New Jersey State Board of Medical Examiners and the New Jersey State Board of Chiropractic Examiners, by Joan D. Gelber, Deputy Attorney General, filed a Complaint on June 8, 1998 against defendants Medical Diversified Services, Inc., Personally Yours Claims Diversified, Inc., and Deborah M. Kovalsky alleging the unlicensed practice of a health care profession and violation of the Consumer Fraud Act; and

WHEREAS, although an Answer to the Complaint has not been filed, the Defendants have indicated an intention to interpose certain challenges to the Complaint but have determined to resolve this controversy without protracted litigation of the claims, possible

defenses and possible counterclaims to such action, in order to avoid the uncertainty and costs of litigation and to ensure compliance with applicable laws and regulations;

NOW THEREFORE, the undersigned parties agree as follows:

1) Defendant Medical Diversified Services, Inc., a/k/a MDSI, is a general business corporation incorporated in November 1995, having administrative offices at 196 Highway 36, Suite 202, Middletown, New Jersey 07734 and a billing address of P.O. Box 442, Port Monmouth, NJ 07758 and TIN 223386002.

2. Defendant Personally Yours Claims Diversified, Inc., a/k/a P.Y. Claims Diversified (hereinafter PY), is a general business corporation incorporated in May 1994, also having administrative offices at 196 Highway 36, Middletown, New Jersey 07734, with a billing address of P.O. Box 4171, Middletown, NJ 07748 and a TIN 223181372.

3. Defendants MDSI and PY are owned entirely by Defendant Deborah M. Kovalsky.\*

4. At all relevant times, MDSI offered within the State of New Jersey and elsewhere non-invasive medical diagnostic musculoskeletal ultrasound studies of the cervical and lumbar spine and sacroiliac,

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\*Deborah M. Kovalsky is also the 100% owner of Elect-Med Services, Inc., a general business corporation incorporated in July 1991, retailing durable medical equipment to the patients of the same practitioners with said equipment being billed to third party carriers. The company is located at the same address, 196 Highway 36, Middletown, New Jersey, which it uses also as a billing address. The conduct of that company is not a part of this investigation, prosecution or settlement and was not charged with any wrongdoing.

and trapezius muscles, utilizing portable equipment, including but not necessarily limited to ultrasound machines operated by MDSI's employee technicians, at the offices of licensed practitioners in New Jersey and elsewhere. The services have been billed directly to members of the public through their insurance carriers in conjunction with an individual's receipt of chiropractic or medical care, via referrals from the treating chiropractors or medical doctors.

5. At relevant times, Defendant MDSI entered into "Space and Service Lease Agreements" with the referring physicians containing provisions prohibiting the lessor physician from utilizing any other spinal testing company, requiring that the use of the leased premises shall be "contemporaneous" with use by the lessor physician, and agreeing that "Each party shall separately bill its patients for its own professional services." MDSI has been offering to pay monies varying from \$500 to \$2,000 per month denominated as "rent", with the negotiation of the flat fee generally dependent upon the frequency and extent of the lessor's referrals per month for tests to be performed at the lessor's premises. Defendant MDSI has alleged that the monies varied, dependent upon the frequency of use of lessor's offices and were therefore reasonable. The Attorney General has alleged that the "rental" fees are unrelated to the true purpose for the rental.

6. At relevant times, MDSI's technicians performed the diagnostic testing at the offices of the referring physicians, at which time MDSI may have tested numerous patients of the referring practitioner on a given day, receiving a "prescription" for specified

tests for each patient on the same day as the test was performed, for which services in this State MDSI has billed the insurance carriers responsible for medical expenses. MDSI has represented that, notwithstanding larger billings, it has been paid the sum of \$5,802.02, as detailed in Attachment A. The Attorney General has alleged that in connection with same, the technicians were not supervised by a trained and licensed practitioner as to the professional need for the test, the competency of its performance, or the suitability of the test for a given patient or contraindications thereto. The Attorney General has alleged, moreover, that the films were of generally poor quality and non-diagnostic for any medical purpose. MDSI, whose potential contentions might have included their position that the films were adequate, has acknowledged that it is not knowledgeable about the equipment, is unable to identify the data indicators on the films, and is unable to determine whether the films have been properly taken, but would have contended that MDSI was not responsible to have such knowledge regarding the services which it performed and for which it billed.

7. At relevant times, MDSI submitted the ultrasound films of the patients to a medical doctor or chiropractor, not necessarily licensed in New Jersey, who neither examined the patient nor conferred in advance with the referring physician, for purported interpretation, which MDSI has indicated it might have challenged as unnecessary. MDSI paid the interpreting physicians \$25 to \$45 per report and submitted the physician's interpretive report to the treating physician and to the insurance carrier. MDSI submitted its

bills, typically for \$950/testing session, which bills included the non-itemized cost of the report interpretations and without identification of the interpreting physician, directly to third party carriers for payment.

8. At relevant times, PY contracted with physicians in New Jersey and elsewhere, primarily chiropractors, to bill patients/third party carriers on the physicians' behalf. PY submitted the claims under the name of PY and using PY's Tax Identification Number in the area designating the payee as provider of the service. The Attorney General has alleged, and PY has represented that it was previously unaware, that certain client chiropractors were billing for the same dates of service and incorporated services as PY had billed for those practitioners. Further, that PY was unaware that it had been billing, on behalf of a client chiropractor, for "review" of an ultrasound for which the chiropractor had also submitted his own bill for interpretation thereof - in addition to PY's submission of a bill for an office visit.

9. At relevant times, MDSI submitted claims for medical diagnostic testing performed in New Jersey and elsewhere to third party payors on standardized claim forms, containing codes for services provided, which the Attorney General has alleged are common indicia of professional licensed health care services appearing to have been submitted directly by licensed health care professionals. MDSI has also listed on the claim forms a place of service designated as "3", i.e., Doctor's Office, which location is commonly understood to mean the professional practice office where a licensed

practitioner regularly renders professional services and not the office of an itinerant entity. Defendant MDSI listed medical diagnosis billing codes on its claim forms which differed from, or were in addition to, the diagnosis codes provided by the treating practitioner. Defendant MDSI also indicated on its claim forms medical procedure codes which were defined for procedures different from, more complex and more costly than those for the testing actually performed by MDSI. MDSI also listed its name and a named employee in the claim box reserved for physician or credentialed supplier of durable medical equipment. Defendant MDSI presented on the claim forms the date symptoms of illness or injury first appeared, and whether the condition was employment-related. On one or more occasions, bills containing the above representations were submitted bearing a date earlier than the "interpretion report" was rendered.

10. In connection with its billing, PY retained from the proceeds received from the insurance carrier a percentage of the monies collected on each bill, up to some 18-20%, before remitting the balance to the practitioner.

11. Medical Board rule N.J.A.C. 13:35-2.5 requires that an entity offering medical diagnostic testing be either licensed by the State Department of Health and Senior Services or, alternatively, be owned and operated by a plenary licensed physician, to assure that all testing, irrespective of the stationary or mobile nature of the facility, shall be performed under the authority of a designated responsible physician who establishes a protocol and a quality

assurance program for the specific type of screening or study, and to assure that the results of all procedures are interpreted by a physician holding a plenary license in this State and documented in a written report which is preserved by the physician. The corporate entities MDSI and PY are not licensed by the State Department of Health and Senior Services and Deborah M. Kovalsky is not a licensed physician.

12. Administrative rule N.J.A.C. 13:44E-2.8 of the State Board of Chiropractic Examiners directs, among other things, that no unlicensed individual may engage in delegated tasks or functions without the direct supervision of the licensed chiropractor. An unlicensed assistant is not permitted to examine, diagnose or analyze a patient. The Attorney General has alleged that it is a violation of New Jersey law for a general business corporation not licensed by the New Jersey State Department of Health and Senior Services to (1) offer to or to provide Board-approved delegated medical diagnostic services without direct medical/chiropractic supervision, or (2) to bill, in the corporation's name, a patient or third party payor for having provided medical diagnostic testing services including but not limited to any form of ultrasound testing, for the purpose of aiding in formulating a diagnosis or plan of treatment for any human disease, pain, injury, deformity or physical condition of a patient, and that such conduct constitutes the unlicensed or otherwise unauthorized practice of medicine and/or chiropractic. The Attorney General alleges that representations, direct or implied, by defendants that they were authorized to offer such services

constitutes violation of the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. Defendants have indicated that they would have questioned the applicability of this statute.

13. The Attorney General has also alleged that the ultrasound studies performed by defendants have been incompetently prepared and are non-diagnostic for any medical purpose, a contention which defendants have indicated they would have challenged.

14. Further, the Attorney General alleges that the interpretive reports provided by MDSI to treating practitioners contain asserted findings and conclusions which are medically impossible and/or implausible to be derived from a spinal ultrasound study, and are thus false and misleading and/or omit a material fact. The Attorney General has further alleged that the procedural codes used on the billing constitute false and deceptive codes. Defendants have represented that they believed their conduct to be lawful at all times and contemplated disputing that the diagnostic testing they were performing is not recognized as professionally useful for the diagnostic purposes for which defendants promoted it, that their work product was incompetent, that the reports prepared by the independent contractor physicians were false and misleading, and that the billing was inaccurate.

15. The parties desire to amicably resolve the matter to avoid costly litigation; to avoid the uncertainty of liability in light of Allstate v. Orthopedic Evaluations, Inc., 300 N.J. Super. 519 (App. Div. 1997) and 304 N.J. Super. 278 (App. Div. 1997) and other pertinent law.

16. Defendant Deborah M. Kovalsky, who has voluntarily agreed to be bound by all of the undertakings of MDSI and any successor in interest in any form, and of PY and any successor in interest in any form, as set forth herein, is therefore dismissed as a defendant to this proceeding.

17. Defendant MDSI, and any successor in interest, hereby agrees to be permanently enjoined from directly or indirectly engaging in any of the following conduct in the State of New Jersey:

a) engaging in any branch of medicine or chiropractic or method of treatment of human ailment, disease, pain, injury, deformity, mental or physical condition unless licensed so to do;

b) submitting any claims for payment for medical diagnostic testing in the name of a general business corporation not licensed by the State Department of Health and Senior Services;

c) submitting any claims for payment for medical diagnostic or other testing or for any other professional health care service, by any name, other than to the licensed provider of the health care service; and from submitting billing which does not designate the street address, municipality and state in which the service was actually rendered, irrespective of the address to which billing payments are requested to be sent.

18. Defendant PY, and any successor in interest, hereby agrees to be permanently enjoined from directly or indirectly engaging in any of the following conduct within the State of New Jersey:

a) submitting any claims for payment for medical diagnostic or other testing in the name of a general business corporation not licensed by the State Department of Health and Senior Services;

b) submitting any claims for medical diagnostic or other testing or for any other professional health care service in any name other than that of the licensed provider of the health care service; and from submitting billing which does not designate the street address, municipality and state in which the service was actually rendered by the licensed practitioner on whose behalf the bill was prepared, irrespective of the address to which billing payments are requested to be sent.

19. The following tests or procedures shall be deemed a diagnostic or evaluative testing service: all forms of testing included within the scope of the definition in N.J.A.C. 13:35-2.5, including but not limited to all forms of muscle testing, range of motion testing, thermography, ultrasound, and any form of neurodiagnostic testing, and by use of any and all equipment including but not limited to the equipment referred to above. Said list is illustrative and not exhaustive.

20. Unless the services of any defendant herein are determined by the State Department of Health and Senior Services (DHSS) to be a "health care facility" as defined in laws enforced by that Department, the entity shall be deemed a private business whose conduct shall be governed by the terms of this Settlement.

21. MDSI shall not advertise, or in any way offer or provide, to the public in general or to any person not licensed by the State of

New Jersey as a physician or otherwise authorized by law to offer professional health care services, any diagnostic or evaluative testing services for a medical health care condition, unless and until such defendant receives licensure or a Certificate of Need from the New Jersey State Department of Health and Senior Services (DHSS) to offer diagnostic screening or testing services to humans. In the event that licensure or a Certificate of Need is granted by the DHSS to any defendant, said defendant shall conduct such business in accordance with the rules of the DHSS.

22. Nothing herein contained shall prohibit any of these defendants, directly or indirectly through any of its employees or agents, from any of the following acts or practices:

a) offering and providing to a licensed physician or to another duly licensed health care practitioner licensed in New Jersey and acting within his/her lawful scope of practice whether or not said license is plenary or limited, medical diagnostic, screening or evaluative testing equipment, solely for purchase or lease by said licensed practitioner acting within the authorized scope of practice of such practitioner;

b) offering and providing to a licensed physician or other duly licensed health care practitioner licensed in this State performing testing within the scope of his/her practice whether or not said license is plenary or limited, the services of a technician duly trained to operate the testing equipment. Such offer shall comply with the requirements of N.J.A.C. 13:35-2.5 and N.J.A.C. 13:44E-2.8, as applicable. When such services are provided, a written contract

shall be executed between the said defendant and the licensed practitioner, which shall specify that the technician shall function solely under the continuous on-site in-room supervision of the testing physician.

23. Compensation arrangements to defendants MDSI and PY, for the above, shall be as follows:

a) MDSI and any successor corporations shall not seek or accept payment for the use of equipment and/or a technician from any source other than the licensed practitioner, directly through the regular professional practice name of the professional health care entity.

b) All billings to the licensed practitioner shall provide sufficient information to enable the licensed health care practitioner to comply with the disclosure of significant beneficial interest requirements of N.J.S.A. 45:9-22.4 et seq.

c) MDSI, PY and any successor corporations, shall not pay compensation to any licensed practitioner or professional practice, directly or indirectly, for any purpose however denominated, including but not limited to payment for rent, which compensation relates to an employment for testing, or for administration or interpretation of a test, or for the use of all or part of the testing practitioner's premises or staff for conduct of a test.

d) No defendant shall bill, in its own name, the patient/tested individual or the patient's third party payor or any other person representing or acting on behalf of the patient/tested individual.

24. MDSI, PY, and their agents or employees shall not make solicitation to the requesting or testing practitioner for, or offer

or provide in any manner to said practitioner, the services of another health care practitioner to interpret or to evaluate in any way or to render advice upon medical diagnostic or screening studies or to perform any other services. Neither MDSI nor PY shall bill any patient/subject or individual or third party payor on behalf of any health care practitioner who interprets studies. No defendant shall undertake to transmit to the referring practitioner any interpretive report prepared by a licensed health care practitioner.

25. Defendants MDSI, PY and any successor corporation, shall refrain from soliciting from any practitioner any medical diagnostic, screening or evaluative testing, and from performing testing which has been ordered but not yet completed as of the date of entry of this Order, which acts are in any manner not consistent with the terms of this Order.

26. As of the date of entry of this Order, MDSI and PY shall cease to offer or provide any billing services for any health care practitioner who has engaged any defendant to perform or provide any medical diagnostic, screening or evaluative testing or to provide any person to interpret such testing.

27. Defendants MDSI, PY or successor corporations, shall not collect or take any action to collect on any bills for testing based upon conduct not in conformity with the relationships and procedures set forth in this Order.

28. The terms of this Agreement are not intended to convey approval by the Attorney General of any other collection proceedings. Defendants shall withdraw any pending claims, whether in litigation

or not. Upon request, notice of same shall be provided by defendants to the Attorney General, within 30 days.

29. In the event that MDSI, PY or successor corporations, shall ever seek to commence the offering of any form of testing as described herein, each shall refrain from establishing any general business corporation, by any name, which offers to perform or performs medical diagnostic testing for the public, unless established and conducted in accordance with the provisions of this Order.

30. MDSI agrees to disgorge and repay the carriers the sums for the services set forth on Attachment A hereto, totalling \$5,802.02 within ten days of the entry of this Order.

31. MDSI, PY, and their successors in interest, agree to be jointly and severally responsible to pay to the State of New Jersey the sum of \$15,000 pursuant to N.J.S.A. 45:1-25, within 10 days of the entry of this Order.

32. MDSI, PY, and their successors in interest, agree to be jointly and severally liable to reimburse the State for investigative costs, filing fees, reasonable costs of suit including fees for expert and fact witness expenses, in the amount of \$7,763.

33. In the event that information shall come to the attention of the Attorney General indicating that the payments made to MDSI as of the date of entry of this Order were more than those represented by MDSI and identified on Attachment A, defendants consent to conform those payments by repaying the carriers. The entry of this Order

shall not preclude any carrier from seeking any other lawful remedy regarding any other payments made at any time.

34. In consideration of the terms of this settlement, the Attorney General, on behalf of the New Jersey Division of Consumer Affairs, the State Board of Medical Examiners and the State Board of Chiropractic Examiners, shall forbear from prosecuting or soliciting any claim or seeking any civil or administrative penalties, costs or reimbursements from MDSI and PY and their officers, directors, known agents, servants, principals, shareholders and employees\*\* for any and all claims known relating to the unlicensed corporate practice of a health care profession, or for claims known for tests performed from the date of corporate establishment up to and through the date of entry of this Order, including but not limited to those claims at issue in the present proceeding.\*\*\*

35. This Order is intended to resolve all issues arising in connection with the allegations made by the Attorney General, the Division of Consumer Affairs, the State Board of Medical Examiners and the State Board of Chiropractic Examiners. The entry of this Order shall not limit the authority of the Attorney General or of any other person or agency to initiate any further action permitted by law, whether administrative, civil or criminal, in any court of competent jurisdiction in connection with any matters not alleged by these plaintiffs in the Complaint being resolved.

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\*\*The Attorney General is unaware of any MDSI or PY shareholders other than Deborah Kovalsky.

\*\*\* This shall not preclude any demand by insurance carriers for additional reimbursement pursuant to paragraph 33.

The Attorney General reserves the right to prosecute or to take other action regarding fraudulent or otherwise unlawful claims not known as of the date of entry of this Order and not based on the issues herein resolved; the right to prosecute or to take other action regarding any violation by MDSI, PY or Deborah M. Kovalsky separate from the claims herein, pursuant to any other law by which their conduct may be regulated; and the right to take appropriate enforcement action to enforce the terms and the provisions of this Order on behalf of the Division of Consumer Affairs, the State Board of Medical Examiners and the State Board of Chiropractic Examiners.\*\*\*\*

36. Nothing herein contained shall limit the authority of a professional board within the Division of Consumer Affairs from regulating the conduct of an individual board licensee, or enacting rules regarding scope of practice or other subjects within board jurisdiction including, but not limited to, matters relating to diagnostic or evaluative testing. In the event such regulation conflicts with any provision hereof, said regulation shall control with regard to the conduct of the regulated licensee. Nothing herein contained shall limit the authority of a professional board to take disciplinary action against any licensee for any involvement by said person in the operations of MDSI or PY at any time, or any financial contacts between them, or for any other reason authorized by law.

37. Defendants have neither admitted nor denied the allegations of the Complaint. However, the parties agree that this Settlement

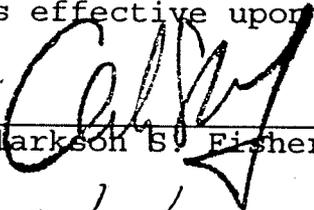
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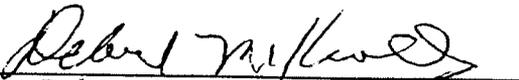
\*\*\*\*The Attorney General represents that no unlawful conduct other than that alleged in this Complaint is known to Plaintiffs.

Agreement does not constitute an admission of liability on the part of any of the defendants.

This Order of settlement is effective upon filing.

So ORDERED this  
23<sup>rd</sup> day of February 1999

  
Clarkson B. Fisher, Jr., P.J.Ch.

  
Deborah M. Kovalsky

Date: 2/10/99

I am an officer of the below-listed corporations and am the sole person authorized to sign for and to bind the corporations. On behalf of each corporation, I consent to the entry of this Order and agree to be bound by its terms.

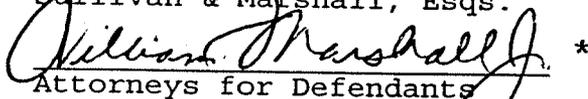
Medical Diversified Services, Inc., and  
Personally Yours Claims Diversified, Inc.

BY:   
Deborah M. Kovalsky

Date: 2/10/99

Witness:

Sullivan & Marshall, Esqs.

 \*

Attorneys for Defendants  
Medical Diversified Services, Inc.,  
Personally Yours Claims Diversified, Inc.  
and Deborah M. Kovalsky

STATE BOARD OF MEDICAL EXAMINERS

BY: \_\_\_\_\_  
Bernard Robins, M.D., F.A.C.P., F.A.C.E., President

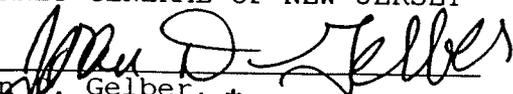
STATE BOARD OF CHIROPRACTIC EXAMINERS

BY: \_\_\_\_\_  
Eugene P. Cianciulli, D.C., President

STATE DIVISION OF CONSUMER AFFAIRS

PETER VERNIERO  
ATTORNEY GENERAL OF NEW JERSEY

BY: \_\_\_\_\_  
Mark S. Herr  
Director

By:   
Joan D. Gelber, \*  
Deputy Attorney General

Date: February , 1999

\* Counsel for the parties have stipulated that this Agreement may be signed in separate counterparts.

Agreement does not constitute an admission of liability on the part of any of the defendants.

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Clarkson S. Fisher, Jr., P.J.Ch.

\_\_\_\_\_  
Deborah M. Kovalsky Date: \_\_\_\_\_

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Medical Diversified Services, Inc., and Personally Yours Claims Diversified, Inc.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Deborah M. Kovalsky

Witness:  
Sullivan & Marshall, Esqs.

\_\_\_\_\_  
Attorneys for Defendants  
Medical Diversified Services, Inc.,  
Personally Yours Claims Diversified, Inc.  
and Deborah M. Kovalsky

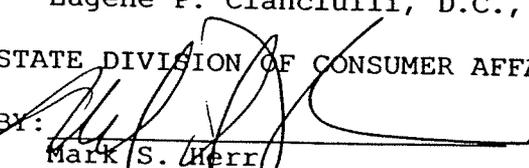
STATE BOARD OF MEDICAL EXAMINERS

BY:   
Bernard Robins, M.D., F.A.C.P., F.A.C.E., President

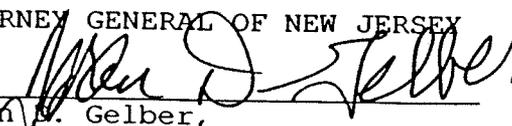
STATE BOARD OF CHIROPRACTIC EXAMINERS

BY: \_\_\_\_\_  
Eugene P. Cianciulli, D.C., President

STATE DIVISION OF CONSUMER AFFAIRS

BY:   
Mark S. Herr  
Director

PETER VERNIERO  
ATTORNEY GENERAL OF NEW JERSEY

BY:   
Joan E. Gelber,  
Deputy Attorney General

Date: February , 1999

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Deborah M. Kovalsky

Date: \_\_\_\_\_

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Medical Diversified Services, Inc., and Personally Yours Claims Diversified, Inc.

BY: Deborah M. Kovalsky

Date: \_\_\_\_\_

Witness:  
Sullivan & Marshall, Esqs.

Attorneys for Defendants  
Medical Diversified Services, Inc.,  
Personally Yours Claims Diversified, Inc.  
and Deborah M. Kovalsky

STATE BOARD OF MEDICAL EXAMINERS

BY: \_\_\_\_\_  
Bernard Robins, M.D., F.A.C.P., F.A.C.E., President

STATE BOARD OF CHIROPRACTIC EXAMINERS

BY: Eugene P. Cianciulli, D.C., President

STATE DIVISION OF CONSUMER AFFAIRS

BY: \_\_\_\_\_  
Mark S. Herr  
Director

PETER VERNIERO  
ATTORNEY GENERAL OF NEW JERSEY

By: Joan P. Gelber, Deputy Attorney General

Date: February , 1999

ATTACHMENT A

REPAYMENT FOR NEW JERSEY CLAIMS

Insurance Carrier	Claim No.	Amount Received	Insured's Name****
IFA	14602	\$737.60	<del>Ava</del> <del>Brown</del>
Liberty Mutual	AL327-149-30	\$417.14	<del>Ruby</del> <del>Cain</del>
First Trenton	SMSW-48748	\$693.60	<del>Morgan</del> <del>Morgan</del>
Liberty Mutual	AL3271335090	\$664.68	<del>Pat</del> <del>Davis</del>
Allstate Ins.	142294845	\$760.00	<del>Sylvia</del> <del>Friedman</del>
Prudential	158343349	\$430.00	<del>Diana</del> <del>K</del>
Prudential	YHA135408952	\$950.00	<del>Mark</del> <del>R</del>
Guardian	215785/2157	\$344.00	<del>Gina</del> <del>R</del>
NJ State	1-95248-40-41	\$805.00	<del>Mary</del> <del>T</del>

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\*\*\*\* Names of non-party patients are redacted to preserve confidentiality. The full names have been identified to the parties and are on file with the two professional Boards.

DR. RICHARD R. LUBOW  
THE PAIN RELIEF CENTER  
(201) 262-0433

**SUMMIT BANK**  
904 RIVER ROAD  
NEW MILFORD, NJ 07646  
55-216/212

04180

PAY TO THE  
ORDER OF

State Board Chiropractic Examiners \$ 140.00  
One hundred forty & no/100

DOLLARS

MEMO: Installment Payment  
MC 03548

*[Signature]*

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