

CRIMINAL COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ERNST DUCENA,

GENERAL RELEASE
OF NO-FAULT CLAIMS
BY ERNST DUCENA
AND CORONA HEIGHTS
MEDICAL, P.C.

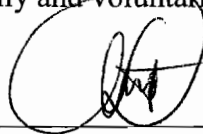
Complaint No. 2010QN53299

Ernst Ducena deposes and says:

1. That I am the sole officer and shareholder of the professional corporation Corona Heights Medical, P.C., registered with the New York State Department of State at 52-102 103rd Street, Corona, New York 11368, IRS/ TIN Identification No. 200022333 (hereinafter "the Corporation"), and I am authorized to act on behalf of the Corporation.
2. For the purposes of this Release, "Releasers" shall mean the Corporation and/ or its employees and/ or Ernst Ducena, as owner and a treating physician of the Corporation, and/ or their successors in interest of any kind.
3. For the purposes of this Release, "Releasees" shall mean any and all patients who were treated by the Releasers and/ or assigned their No-fault insurance benefits to the Releasers, and/ or any and all insurance companies to whom the Releasers submitted claims for No-fault insurance benefits, including but not limited to GEICO, Allstate Insurance Company, Liberty Mutual Insurance Company, Utica National Insurance Company, ELCO, Progressive Insurance Company, The Robert Plan, Countrywide Insurance Company, Nationwide Insurance Company, State Farm Insurance Company, One Beacon Insurance Company, Auto One Insurance Company, and/ or their successors in interest of any kind.
4. That by this Release, the Releasers give up claims, rights and interests in No-fault insurance benefits to the Releasees, against whom these claims, rights and interests in No-fault insurance benefits could have been enforced.

5. That the Releasors, in exchange for consideration from the New York State Office of the Attorney General (OAG), grant a release of any and all outstanding, pending and unpaid No-fault claims against the Releasees, and waive, release and discharge the Releasees from all actions, causes of action, arbitrations, debts, sums of money, accounts, contracts, agreements, executions, claims and all other things of value and demands in law or equity.
6. That the Releasors further agree to withdraw any and all No-fault claims filed in court, arbitration or any other forum on behalf of the Releasors.
7. That to the extent that any other counsel have filed or seek to file new No-fault claims on behalf of the Releasors, such representation is unauthorized and without the consent of the Releasors, and the Releasors authorize the appropriate court, arbitration association, or other forum to dismiss, with prejudice, any such pending claims or further claims filed after this date.
8. That the Releasors authorize the OAG to present a copy of this general release to any and all insurance carriers, to the American the American Arbitration Association or any arbitrator, to any judge of the Civil Court of the City of New York, to any judge of the Civil Courts of the Counties of Nassau, Suffolk or Westchester, to any justice of the Supreme Court of the State of New York, or to any other forum in which any claim for reimbursement of No-fault benefits is pending or is filed by the Releasors.
9. That presentment of a copy of this Release shall serve to advise any forum in which a claim for No-fault benefits is pending or subsequently filed on behalf of the Releasors that such claim(s) have been withdrawn with prejudice.
10. That whenever the text of this Release requires, the use of the singular number shall include the appropriate plural number.

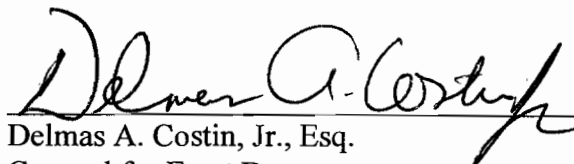
11. That I have fully discussed this Release with my attorney, Delmas A. Costin, Jr., Esq., and that I am executing this Release intentionally and voluntarily, with full knowledge of its consequences.



Ernst Ducena, Individually
and as Officer of the Corporation

The undersigned attorney represents that prior to the signing of the foregoing Release, I discussed this Release with my client.

The undersigned attorney represents that, in my professional opinion, the above Release by the defendant of all outstanding, pending and unpaid No-fault insurance claims was voluntarily, knowingly and understandingly made and recommends to the Court that the Release be executed.



Delmas A. Costin, Jr., Esq.
Counsel for Ernst Ducena

Dated: January 6, 2012

CRIMINAL COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF NEW YORK

-against-

EMMANUEL GELIN,

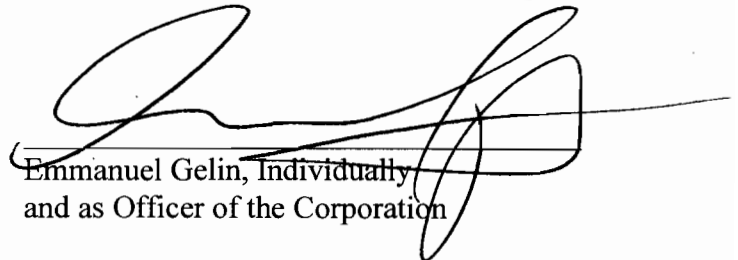
GENERAL RELEASE
OF NO-FAULT CLAIMS
BY EMMANUEL GELIN
AND TOP STRATA
MEDICAL, P.C.

Complaint No. 2010QN53302

Emmanuel Gelin deposes and says:


1. That I am the sole officer and shareholder of the professional corporation Top Strata Medical, P.C., registered with the New York State Department of State at 800 Imperial Drive, Baldwin, New York, 11510, IRS/ TIN Identification No. 204295741 (hereinafter "the Corporation"), and I am authorized to act on behalf of the Corporation.
2. For the purposes of this Release, "Releasers" shall mean the Corporation and/ or its employees and/ or Emmanuel Gelin, as owner and a treating physician of the Corporation, and/ or their successors in interest of any kind.
3. For the purposes of this Release, "Releasees" shall mean any and all patients who were treated by the Releasers and/ or assigned their No-fault insurance benefits to the Releasers, and/ or any and all insurance companies to whom the Releasers submitted claims for No-fault insurance benefits, including but not limited to GEICO, Allstate Insurance Company, Liberty Mutual Insurance Company, Utica National Insurance Company, ELCO, Progressive Insurance Company, The Robert Plan, Countrywide Insurance Company, Nationwide Insurance Company, State Farm Insurance Company, One Beacon Insurance Company, Auto One Insurance Company, and/ or their successors in interest of any kind.
4. That by this Release, the Releasers give up claims, rights and interests in No-fault insurance benefits to the Releasees, against whom these claims, rights and interests in No-fault insurance benefits could have been enforced.

5. That the Releasors, in exchange for consideration from the New York State Office of the Attorney General (OAG), grant a release of any and all outstanding, pending and unpaid No-fault claims against the Releasees, and waive, release and discharge the Releasees from all actions, causes of action, arbitrations, debts, sums of money, accounts, contracts, agreements, executions, claims and all other things of value and demands in law or equity.
6. That the Releasors further agree to withdraw any and all No-fault claims filed in court, arbitration or any other forum on behalf of the Releasors.
7. That to the extent that any other counsel have filed or seek to file new No-fault claims on behalf of the Releasors, such representation is unauthorized and without the consent of the Releasors, and the Releasors authorize the appropriate court, arbitration association, or other forum to dismiss, with prejudice, any such pending claims or further claims filed after this date.
8. That the Releasors authorize the OAG to present a copy of this general release to any and all insurance carriers, to the American Arbitration Association or any arbitrator, to any judge of the Civil Court of the City of New York, to any judge of the Civil Courts of the Counties of Nassau, Suffolk or Westchester, to any justice of the Supreme Court of the State of New York, or to any other forum in which any claim for reimbursement of No-fault benefits is pending or is filed by the Releasors.
9. That presentment of a copy of this Release shall serve to advise any forum in which a claim for No-fault benefits is pending or subsequently filed on behalf of the Releasors that such claim(s) have been withdrawn with prejudice.
10. That whenever the text of this Release requires, the use of the singular number shall include the appropriate plural number.
11. That I have fully discussed this Release with my attorney, Ingrid Wyllie, Esq., and that I am executing this Release intentionally and voluntarily, with full knowledge of its consequences.


Emmanuel Gelin, Individually
and as Officer of the Corporation

The undersigned attorney represents that prior to the signing of the foregoing Release, I discussed this Release with my client.

The undersigned attorney represents that, in my professional opinion, the above Release by the defendant of all outstanding, pending and unpaid No-fault insurance claims was voluntarily, knowingly and understandingly made.



Ingrid Wyllie, Esq
Counsel for Emmanuel Gelin

Dated: February 10, 2012

CRIMINAL COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF NEW YORK

-against-

SUNG BOK LEE,

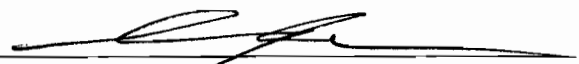
GENERAL RELEASE
OF NO-FAULT CLAIMS
BY SUNG BOK LEE
AND SBL ACUPUNCTURE
& HERBOLOGY, P.C.

Complaint No. 2010QN53304

Sung Bok Lee deposes and says:


1. That I am an acupuncturist, licensed to practice in the State of New York, license number 003035, and I have an individual IRS/ TIN identification number of 205678157.
2. That I am the sole officer and shareholder of the professional corporation SBL Acupuncture & Herbology, P.C., registered with the New York State Department of State at 85-48 212th Street, Hollis Hills, New York 11427, (hereinafter "the Corporation"), and I am authorized to act on behalf of the Corporation.
3. For the purposes of this Release, "Releasers" shall mean the Sung Bok Lee individually and the Corporation and/ or its employees and/ or Sung Bok Lee, as owner and a treating acupuncturist of the Corporation, and/ or their successors in interest of any kind.
4. For the purposes of this Release, "Releasees" shall mean any and all patients who were treated by the Releasers and/ or assigned their No-fault insurance benefits to the Releasers, and/ or any and all insurance companies to whom the Releasers submitted claims for No-fault insurance benefits, including but not limited to GEICO, Allstate Insurance Company, Liberty Mutual Insurance Company, Utica National Insurance Company, ELCO, Progressive Insurance Company, The Robert Plan, Countrywide Insurance Company, Nationwide Insurance Company, State Farm Insurance Company, One Beacon Insurance Company, Auto One Insurance Company, and/ or their successors in interest of any kind.
5. That by this Release, the Releasers give up claims, rights and interests in No-fault insurance benefits to the Releasees, against whom these claims, rights and interests in No-fault insurance benefits could have been enforced, for acupuncture services provided at 115-13A Merrick Boulevard, Queens, New York.

6. That the Releasors, in exchange for consideration from the New York State Office of the Attorney General (OAG), grant a release of any and all outstanding, pending and unpaid No-fault claims against the Releasees, and waive, release and discharge the Releasees from all actions, causes of action, arbitrations, debts, sums of money, accounts, contracts, agreements, executions, claims and all other things of value and demands in law or equity.
7. That the Releasors further agree to withdraw any and all No-fault claims filed in court, arbitration or any other forum on behalf of the Releasors.
8. That to the extent that any other counsel have filed or seek to file new No-fault claims on behalf of the Releasors, such representation is unauthorized and without the consent of the Releasors, and the Releasors authorize the appropriate court, arbitration association, or other forum to dismiss, with prejudice, any such pending claims or further claims filed after this date.
9. That the Releasors authorize the OAG to present a copy of this general release to any and all insurance carriers, to the American the American Arbitration Association or any arbitrator, to any judge of the Civil Court of the City of New York, to any judge of the Civil Courts of the Counties of Nassau, Suffolk or Westchester, to any justice of the Supreme Court of the State of New York, or to any other forum in which any claim for reimbursement of No-fault benefits is pending or is filed by the Releasors.
10. That presentment of a copy of this Release shall serve to advise any forum in which a claim for No-fault benefits is pending or subsequently filed on behalf of the Releasors that such claim(s) have been withdrawn with prejudice.
11. That whenever the text of this Release requires, the use of the singular number shall include the appropriate plural number.
12. That I have fully discussed this Release with my attorney, Matthew Jeon, Esq., and that I am executing this Release intentionally and voluntarily, with full knowledge of its consequences.


Sung Bok Lee, Individually
and as Officer of the Corporation

The undersigned attorney represents that prior to the signing of the foregoing Release, I discussed this Release with my client.

The undersigned attorney represents that, in my professional opinion, the above Release by the defendant of all outstanding, pending and unpaid No-fault insurance claims was voluntarily, knowingly and understandingly made.



Matthew Jeon, Esq.
Counsel for Sung Bok Lee

Dated: 5/16, 2011

CRIMINAL COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ALEKSANDR MOSTOVOY,

GENERAL RELEASE
OF NO-FAULT CLAIMS
BY ALEKSANDR MOSTOVOY
AND HEALING ARTS
CHIROPRACTIC, P.C.

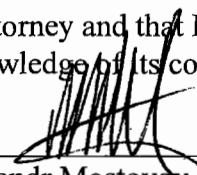
Complaint No. 2010QN53300

Aleksandr Mostovoy deposes and says:

1. That I am the sole officer and shareholder of the professional corporation Healing Arts Chiropractic, P.C., registered with the New York State Department of State at 2816 West 8th Street, #14P, Brooklyn, New York 11224, IRS/ TIN Identification No. 030381911 (hereinafter "the Corporation"), and I am authorized to act on behalf of the Corporation.
2. For the purposes of this Release, "Releasors" shall mean the Corporation and/ or its employees and/ or Aleksandr Mostovoy, as owner and a treating chiropractor of the Corporation, and/ or their successors in interest of any kind.
3. For the purposes of this Release, "Releasees" shall mean any and all patients who were treated by the Releasors and/ or assigned their No-fault insurance benefits to the Releasors, and/ or any and all insurance companies to whom the Releasors submitted claims for No-fault insurance benefits, including but not limited to GEICO, Allstate Insurance Company, Liberty Mutual Insurance Company, Utica National Insurance Company, ELCO, Progressive Insurance Company, The Robert Plan, Countrywide Insurance Company, Nationwide Insurance Company, State Farm Insurance Company, One Beacon Insurance Company, Auto One Insurance Company, and/ or their successors in interest of any kind.
4. That by this Release, the Releasors give up claims, rights and interests in No-fault insurance benefits to the Releasees, against whom these claims, rights and interests in No-fault insurance benefits could have been enforced, only for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008.

5. That the Releasors, in exchange for consideration from the New York State Office of the Attorney General (OAG), grant a release of any and all outstanding, pending and unpaid No-fault claims against the Releasees for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008., and waive, release and discharge the Releasees from all actions, causes of action, arbitrations, debts, sums of money, accounts, contracts, agreements, executions, claims and all other things of value and demands in law or equity for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008.
6. That the Releasors further agree to withdraw any and all No-fault claims filed in court, arbitration or any other forum on behalf of the Releasors for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008.
7. That to the extent that any other counsel have filed or seek to file new No-fault claims on behalf of the Releasors for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008, such representation is unauthorized and without the consent of the Releasors, and the Releasors authorize the appropriate court, arbitration association, or other forum to dismiss, with prejudice, any such pending claims or further claims filed after this date.
8. That the Releasors authorize the OAG to present a copy of this general release to any and all insurance carriers, to the American the American Arbitration Association or any arbitrator, to any judge of the Civil Court of the City of New York, to any judge of the Civil Courts of the Counties of Nassau, Suffolk or Westchester, to any justice of the Supreme Court of the State of New York, or to any other forum in which any claim for reimbursement of No-fault benefits is pending or is filed by the Releasors.
9. That presentment of a copy of this Release shall serve to advise any forum in which a claim for No-fault benefits is pending or subsequently filed on behalf of the Releasors that such claim(s) for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008 have been withdrawn with prejudice.

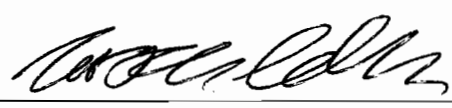
10. That whenever the text of this Release requires, the use of the singular number shall include the appropriate plural number.
11. That I have fully discussed this Release with my attorney and that I am executing this Release intentionally and voluntarily, with full knowledge of its consequences.



Aleksandr Mostovoy, Individually
and as Officer of the Corporation

The undersigned attorney represents that prior to the signing of the foregoing Release, I discussed this Release with my client.

The undersigned attorney represents that, in my professional opinion, the above Release by the defendant of all outstanding, pending and unpaid No-fault insurance claims for chiropractic services provided at 115-13A Merrick Boulevard, Queens, New York, during the time period from November 18, 2005 to January 30, 2008 was voluntarily, knowingly and understandingly made and recommends to the Court that the Release be executed.



Carson Cohen, Esq.
Nathan L. Dembin & Associates, P.C.
Counsel for Aleksandr Mostovoy

Dated: January 6, 2012

CRIMINAL COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ANDREW LOPEDOTE,

GENERAL RELEASE
OF NO-FAULT CLAIMS
BY ANDREW LOPEDOTE
AND D A B CHIROPRACTIC, P.C.

Complaint No. 2010QN53303

Andrew Lopedote deposes and says:

1. That I am a licensed chiropractor, New York State license number 006407, with an individual IRS/ TIN identification number of 091589503.
2. That I am the sole officer and shareholder of the professional corporation D A B Chiropractic, P.C., registered with the New York State Department of State at 43 Belle Court, Hicksville, New York 11801, IRS/ TIN Identification No. 753009135 (hereinafter "the Corporation"), and I am authorized to act on behalf of the Corporation.
3. For the purposes of this Release, "Releasers" shall mean the Andrew Lopedote individually and the Corporation and/ or its employees and/ or Andrew Lopedote, as owner and a treating chiropractor of the Corporation, and/ or their successors in interest of any kind.
4. For the purposes of this Release, "Releasees" shall mean any and all patients who were treated by the Releasers and/ or assigned their No-fault insurance benefits to the Releasers, and/ or any and all insurance companies to whom the Releasers submitted claims for No-fault insurance benefits, including but not limited to GEICO, Allstate Insurance Company, Liberty Mutual Insurance Company, Utica National Insurance Company, ELCO, Progressive Insurance Company, The Robert Plan, Countrywide Insurance Company, Nationwide Insurance Company, State Farm Insurance Company, One Beacon Insurance Company, Auto One Insurance Company, and/ or their successors in interest of any kind.

5. That by this Release, the Releasors give up claims, rights and interests in No-fault insurance benefits to the Releasees, against whom these claims, rights and interests in No-fault insurance benefits could have been enforced, for chiropractic services provided at 52-02 103 Avenue, Queens, New York and at 115-13A Merrick Boulevard, Queens, New York.
6. That the Releasors, in exchange for consideration from the New York State Office of the Attorney General (OAG), grant a release of any and all outstanding, pending and unpaid No-fault claims against the Releasees, and waive, release and discharge the Releasees from all actions, causes of action, arbitrations, debts, sums of money, accounts, contracts, agreements, executions, claims and all other things of value and demands in law or equity.
7. That the Releasors further agree to withdraw any and all No-fault claims filed in court, arbitration or any other forum on behalf of the Releasors.
8. That to the extent that any other counsel have filed or seek to file new No-fault claims on behalf of the Releasors, such representation is unauthorized and without the consent of the Releasors, and the Releasors authorize the appropriate court, arbitration association, or other forum to dismiss, with prejudice, any such pending claims or further claims filed after this date.
9. That the Releasors authorize the OAG to present a copy of this general release to any and all insurance carriers, to the American the American Arbitration Association or any arbitrator, to any judge of the Civil Court of the City of New York, to any judge of the Civil Courts of the Counties of Nassau, Suffolk or Westchester, to any justice of the Supreme Court of the State of New York, or to any other forum in which any claim for reimbursement of No-fault benefits is pending or is filed by the Releasors.
10. That presentment of a copy of this Release shall serve to advise any forum in which a claim for No-fault benefits is pending or subsequently filed on behalf of the Releasors that such claim(s) have been withdrawn with prejudice.
11. That whenever the text of this Release requires, the use of the singular number shall include the appropriate plural number.

12. That I have fully discussed this Release with my attorney, James Druker, Esq., and that I am executing this Release intentionally and voluntarily, with full knowledge of its consequences.



Andrew Lopedote, Individually
and as Officer of the Corporation

The undersigned attorney represents that prior to the signing of the foregoing Release, I discussed this Release with my client.

The undersigned attorney represents that, in my professional opinion, the above Release by the defendant of all outstanding, pending and unpaid No-fault insurance claims was voluntarily, knowingly and understandingly made and recommends to the Court that the Release be executed.



James Druker, Esq.
Counsel for Andrew Lopedote

Scott Druker, Esq.

Dated: November 10, 2011