

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Illinois Farmers Insurance Company,  
21<sup>st</sup> Century Insurance Company, and  
Bristol West Casualty Insurance Company,

Plaintiffs,

v.

Mobile Diagnostic Imaging, Inc.,  
Michael A. Appleman,  
Steve Poser, D.C.,  
Elite Health Chiropractic, P.C.,  
Affinity Health Chiropractic, P.A.,  
Assiat Boke, D.C.,  
Assiat Boke Chiropractic, P.A.,  
Richard Ottomeyer, D.C.,  
Ottomeyer Clinics, PLLC,  
Leo R. Gonsowski III, D.C.,  
Arch Chiropractic, P.C.,  
Danial Hall, D.C.,  
Lois Hall, D.C.,  
Hall Family Chiropractic Clinic,  
Steven Karg, D.C.,  
Rockford Chiropractic,  
John Valentini, D.C.,  
Michael B. Shinder, D.C.,  
Four Seasons Chiropractic, Ltd.,  
Mateus Ferraz-Souza, D.C.,  
Universal Care Clinics, Inc.,  
Daniel G. Anderson, D.C.,  
Anderson Chiropractic Clinic, P.A.,  
Jeffrey Danielson, D.C.,  
Northern Life Chiropractic, P.A.,  
Andrea Ruhland, D.C.,  
Lakeville Family Chiropractic, Ltd.,  
Duylinh Nguyen D.C.,  
Optimum Chiropractic,  
Richard Stoffels, D.C.,  
Stoffels Chiropractic, Ltd.,

**COMPLAINT**

**Jury Trial Demanded**

Lowell Magelssen, D.C.,  
First Chiropractic – Shoreview,  
Robin Harstad D.C.,  
Overstad Chiropractic, P.A.,  
Jeff Schneider D.C.,  
Hillside Chiropractic Clinic, Inc.,  
Dorothy Saunders, D.C., a/k/a  
Dorothy O'Connor, D.C.,  
Team Chiropractic & Wellness Center, Ltd.  
Mark A. Johnson, D.C.,  
MetroCenter Chiropractic, P.A.,  
Guy Caspers, D.C.,  
Caspers Chiropractic Center, P.C.,  
Steven Moe, D.C.,  
Integrated Health and Wellness, Ltd.,  
Shaun Gifford, D.C.,  
Pro Adjuster Chiropractic,  
Brent Scheideman, D.C.,  
Scheideman Chiropractic & Body  
Shop, Inc.,  
Kathleen A. Bloom, D.C.,  
Bloom Chiropractic Center, P.A.,  
Scot Pearson, D.C.,  
Pearson Chiropractic Clinic,  
Aaron Kirking, D.C.,  
Spinal Health,  
Michael Lamppa, D.C.,  
Active Life Chiropractic,  
Lamppa Chiropractic, P.A.,  
Steven Jackson, D.C.,  
Jackson Chiropractic Clinic,

Allen Tran D.C.,  
Prestige Chiropractic, P.A.,  
Denis Boerjan, D.C.,  
Advance Chiropractic Clinic,  
Denis Boerjan, LLC,  
Carron Perry, D.C.,  
Candace Salmi, D.C.,  
BodyMind Chiropractic Center,  
Brent Kvam, D.C.,  
Healthstar Chiropractic Center, P.A.,  
Stephan M. DeHaven, D.C.,  
DeHaven Chiropractic Clinic,  
DeHaven Chiropractic Clinic, Inc.,  
Derek Johnson, D.C.,  
Wellness Team of Nisswa,  
Cynthia Starbuck, D.C.,  
Healing Hands Wellness Center, LLC,  
Joseph Virga, D.C.,  
Kathleen Virga, D.C.,  
Virga Chiropractic Clinic, P.A.,  
Mark Reeve, D.C.,  
Reeve Chiropractic Clinic, P.A.,  
David Atkinson, D.C.,  
Boulevard Chiropractic Clinic, P.A.,  
Douglas Edwards, D.C.,  
Albert Lea Chiropractic, PLC,  
Michael Kilpatrick, D.C.,  
New Prague Family Chiropractic,  
Eric T. Brandt, D.C.,  
Riverside Family Chiropractic Clinic Chartered,  
Stephen L. Engel, D.C.,  
Engel Chiropractic, P.A.,  
Matthew C. Mayo, Jr., D.C., and  
Mayo Chiropractic,

Defendants.

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Plaintiffs Illinois Farmers Insurance Company, 21<sup>st</sup> Century Insurance and Bristol West Casualty Insurance Company (hereinafter “Plaintiffs”), by their attorney, Richard S. Stempel of Stempel & Doty, PLC, for their Complaint against Defendants state as follows:

## **I. INTRODUCTION AND NATURE OF THE CASE**

1. Defendants have exploited the Minnesota No-Fault Automobile Insurance Act (hereinafter “the No-Fault Act”) by creating a network of medical providers who pay or receive illegal kickbacks for the referrals of patients for MRI scans.<sup>1</sup> Since Defendants have victimized not only Plaintiffs but the citizens of Minnesota, Defendants should be held accountable under federal and state law, including the federal RICO Act, the Minnesota Consumer Protection Act, the Minnesota No-Fault Act, and the common law doctrines of fraud, piercing the corporate veil, negligent misrepresentation, the Corporate Practice of Medicine Doctrine, civil conspiracy, fraudulent concealment, and unjust enrichment.

## **II. JURISDICTION AND VENUE**

2. Jurisdiction is conveyed upon the District Court of the District of Minnesota pursuant to 28 U.S.C. § 1331 since this action is authorized pursuant to the laws of the United States of America, i.e., the Racketeer Influence and Corrupt Organizations Act (hereinafter “the RICO Act”) pursuant to 18 U.S.C. §§ 1961-68.

3. Jurisdiction is conveyed upon the District Court of Minnesota pursuant to 28 U.S.C. § 1332 for the claims made by Plaintiff Illinois Farmers Insurance Company

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<sup>1</sup> “MRI” stands for “magnetic resonance imaging.”

against Defendants MDI and Michael A. Appleman and the claims made by Plaintiff Illinois Farmers Insurance Company against Defendants Steve Poser, D.C., Elite Health Chiropractic, P.C., and Affinity Health Chiropractic, P.A., because diversity of citizenship exists between Plaintiff Illinois Farmers Insurance Company and the aforementioned defendants and because the relevant amounts in controversies involving the aforementioned defendants exceed \$75,000.00.

4. Jurisdiction is conveyed upon the District Court of Minnesota pursuant to 28 U.S.C. § 1367 because the state claims are so related to the federal claims that the state claims form part of the same case or controversy under Article III of the United States Constitution.

5. The United States District Court – District of Minnesota is the proper venue for this action pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events that give rise to Plaintiff's claims occurred in this judicial district, or alternatively, because there is no district where the action may otherwise be brought. Venue in the United States District Court – District of Minnesota is also proper pursuant to 18 U.S.C. § 1965(a).

### **III. BACKGROUND**

#### **A. Plaintiffs**

6. Plaintiff Illinois Farmers Insurance Company is a corporation incorporated under the laws of California with its principal place of business in California.

7. Plaintiff 21<sup>st</sup> Century Insurance Company is a corporation incorporated under the laws of Delaware with its principal place of business in California.



8. Bristol West Insurance Company is a corporation incorporated under the laws of Florida with its principal place of business in Ohio.

9. Plaintiffs are authorized to conduct business and to issue policies of automobile insurance in the State of Minnesota.

10. At all times relevant herein, Plaintiffs have been required to provide basic economic benefits for each policy of automobile insurance they sell in Minnesota. This coverage has been required in automobile insurance policies pursuant to the Minnesota No-Fault Act enacted as Minnesota Statute §§ 65B.41-.71.

**B. Defendant Michael Appleman**

11. Michael Appleman (hereinafter “Defendant Appleman”) is a citizen of Minnesota and owner of Defendant Mobile Diagnostic Imaging (hereinafter “Defendant MDI”).

12. During his ownership of Defendant MDI, Defendant Appleman has not held a medical license.

13. Defendant Appleman may be served at his place of business at 6500 Barrie Road #150, Edina, Minnesota 55435.

14. In 1980, the Minnesota Board of Psychology (hereinafter “the Psychology Board”) reprimanded Defendant Appleman when he applied for a psychology license.

15. The Psychology Board reprimanded Defendant Appleman for: 1) previously providing services to clients and representing himself to being a psychologist when he did not have a Minnesota psychology license; and 2) applying for employment positions and representing himself as having a clinical psychology degree when he really held a degree in educational administration.

16. In 1983, Defendant Appleman received a conditional license for psychology, but the Psychology Board again reprimanded him in 1990 and placed conditions on his license in 1993.

17. On January 25, 2002, the Psychology Board affirmed a decision to revoke Defendant Appleman's license. The decision resulted from a review of charges against Defendant Appleman, including, but not limited to, the following: altering client records; billing for services not provided; inadequate documentation to substantiate billings; and improperly releasing confidential information.

18. Defendant MDI opened in the months after Defendant Appleman lost his psychology license.

**C. Defendant Mobile Diagnostic Imaging**

19. Defendant MDI is a Minnesota § 302A business corporation that originally filed its articles of organization on August 16, 2002.

20. Defendant MDI is incorporated under the laws of Minnesota and has its principal place of business in Minnesota.

21. The principal executive and registered office address for Defendant MDI is 6500 Barrie Road #150, Edina, Minnesota 55435.

22. Defendant MDI offers a mobile MRI machine that is transported from site to site in a large trailer.

23. According to its website, the mission of Defendant MDI "is to provide *cutting edge* diagnostic mobile imaging services."

24. Defendant MDI promises to “market” the services of medical professionals and “educate” their staffs.

25. Defendant MDI refers to the radiologists with whom it “consults” as “our radiologists” and promises that the interpretive reports of the MRI scans will be “*promptly* provided to the referring physician.”

26. The interpretive report generated by Defendant MDI and provided to the referring medical provider bears a header that reads “Mobile Diagnostic Imaging, Inc.” and lists the address for Defendant MDI. The report is signed by a medical doctor and a diplomate from the American Chiropractic Board of Radiology. Defendant Appleman’s name does not appear anywhere on the interpretive report. (Ex. 1).

27. Defendant MDI describes its MRI technologists as “**expert technologists**” who will “care” for the patients of the referring medical providers.

28. According to Defendant Appleman, a position as a MRI technologist for Defendant MDI “is a highly specialized job, requiring at least four months training on the specific MRI machine ... operated” by the technologist.

29. Defendant MDI characterizes itself as “a leader in providing continuing education seminars.” These seminars appear to be targeted at chiropractors even though Defendant Appleman has never held a chiropractic license.

30. Car accident victims who undergo MRI scans with Defendant MDI are asked to sign “medical” liens that require the patients to pay Defendant MDI for its “medical services” out of any settlements of the patients’ insurance claims. (Ex. 2).

**D. The Defendant Clinics and Chiropractors**

31. The Defendant Clinics that are incorporated are incorporated under the laws of Minnesota and have their principal places of businesses in Minnesota.

32. Defendants Elite Health and Affinity Health are citizens of Wisconsin as their member, Defendant Steve Poser, D.C., is a citizen of Wisconsin.

33. Defendants Steve Poser, D.C., Leo R. Gonsowski, III, D.C., Cynthia Starbuck, D.C., are citizens of Wisconsin.

34. The remaining Defendant Chiropractors are citizens of Minnesota.

35. The Defendant Clinics and Chiropractors are chiropractic clinics and chiropractors who received kickbacks from Defendants MDI and Appleman.

**E. The Natures Of The Schemes**

36. Since January 1, 1996, Minnesota law has required all medical and healthcare providers to use the HCFA 1500 uniform billing form to bill for rendered services. *See* Minn. Stat. § 62J.52, subd. 2 (2013).

37. The HCFA 1500 form is completed by the healthcare provider, and the provider must sign the form that represents the services listed in the form were medically appropriate and necessary for the care of the patient.

38. The HCFA 1500 form further provides that signing the form represents the provider or a qualified employee rendered the services.

39. In this case, the submitted HCFA 1500 forms included the claim number of the insured patient who had undergone an MRI scan. (*See* Ex. 11 (HCFA 1500 form listing a

claim number under “INSURED’S I.D. NUMBER”); Ex. 12 (MRI referral form listing the I.D. number from Exhibit 11 as the patient’s claim number)).

40. The HCFA 1500 form, the Application for Benefits form and other claim forms completed by insureds and the insureds’ healthcare providers contain the following notice:

Any person who knowingly files a statement of claim containing any misrepresentation or false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

41. Defendants MDI and Appleman submit HCFA-1500 forms for MRI scans shortly after the MRI scans are conducted.

42. Minnesota law prevents all persons in the state from receiving any remuneration, including any kickback, bribe or rebate, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual to a person for the furnishing of any item or service for which payment may be made under any benefits program. *See* Minn. Stat. § 62J.23, subds. 1 – 2 (2013); *see also* 42 U.S.C.S. § 1320a-7b(b)(1)(2013).

43. Further, Minnesota law prevents all persons in the state from knowingly and willfully offering or paying any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind to any person to induce such person to refer an individual to a person for the furnishing of any item or service for which payment may be made under any benefits program. *See* Minn. Stat. § 62J.23, subds. 1 – 2 (2013); *see also* 42 U.S.C.S. § 1320a-7b(b)(2)(2013).

44. A contract may be voided if a party to the contract knowingly and intentionally violated the anti-kickback statute of Minnesota.

45. In at least one area of Minnesota law, medical services or supplies that violate the Minnesota anti-kickback statute are per se not compensable. *See* Minn. R. 5221.0700, subp. 1a (2013).

46. Defendants' schemes and conspiracies involved misrepresenting the medical necessity of MRI scans and/or receiving or paying kickbacks for MRI scans.

47. Following soft tissue injuries to the cervical, thoracic or lumbar spine, an MRI is appropriate if there are objective, physical findings of neurological compromise (myelopathy or radiculopathy) such as radiation of pain along a specific dermatome, abnormal deep tendon reflex, muscle weakness, or muscle atrophy. MRI is also appropriate where metastasis may be a concern, such as in a case of patient who has a history of cancer. In the absence of the above criteria, MRI imaging in the initial evaluation of spinal pain is inappropriate, ill-advised, non-productive, and imprudent.

48. Defendant MDI retains close relationships with a network of medical practitioners that includes the Defendant Clinics and Chiropractors.

49. Defendants MDI and Appleman begin nourishing relationships with chiropractors as soon as possible. For example, Defendant Appleman has allowed chiropractic students at local chiropractic colleges to vacation at Defendant Appleman's property in the Cayman Islands.

50. Defendants MDI and Appleman initiate new relationships with practicing chiropractors by visiting chiropractors at their offices and providing them with gift baskets, flowers or similar items.

51. Defendants Appleman and MDI also send letters to potential referral sources. (Ex. 9). The letters are addressed to the doctors or chief financial officers of the clinics and entice the recipients with the possibility of “Increased Revenues to Clinic....” The letters refer to “Our Reading Radiologist” and offer to provide “MRI Education (sic)” to “the doctors.” The letters clarify that Defendant MDI “will bring the coach to your office” but that the doctors or clinics do not “need a separate electrical hookup....” The final benefit highlighted by Defendants MDI and Appleman is the assertion that “[n]o one beats our lease pricing!”

52. Defendants MDI and Appleman then enter into a “Confidential Rental Agreement” with each willing clinic and/or chiropractor, including the Defendant Clinics and Chiropractors. (Ex. 3).

53. The “Confidential Rental Agreement” entered into by Defendants MDI and Appleman with each Defendant Clinic and/or Chiropractor claims that Defendant MDI is reimbursing the Defendant Clinics for the “leasing” of office items that include, but are not limited to, telephones, fax machines, computers copiers, and internet access.

54. However, Defendant MDI does not actually “lease” the office items as Defendant MDI conducts its scans in a self-sufficient MRI trailer. Multiple insureds-claimants who have undergone MRI scans with Defendant MDI have not observed any electrical connections between Defendant MDI and the clinics of the Defendant Clinics and Chiropractors. At least one insured-claimant hypothesized that the MDI trailer uses its own power generator. In other words, Defendant MDI does not need to reimburse the

Defendant Clinics and Chiropractors for the use of their facilities as the MDI trailer is self-sufficient.

55. Despite purporting to reimburse the Defendant Clinics and Chiropractors for the leasing of their premises, each “Confidential Rental Agreement” is merely a pretext for paying kickbacks to the Defendant Clinics and Chiropractors for the referrals of patients.

56. Defendants MDI and Appleman also encourage the Defendant Clinics and Chiropractors to refer more scans. For example, an excerpt from the internal procedures for Defendant MDI states, “All doctors who scanned for the day with 2 or more scans get a check regardless of insurance.” (*See* Ex. 4).

57. Similarly, Defendant MDI may cancel a scanning site if there is an “insufficient” amount of scans scheduled for the day.

58. Defendant MDI also concurrently records the “number of scans and rent amount” in an Excel spreadsheet that lists the referring doctors.

59. While purportedly reimbursing the Defendant Clinics and Chiropractors for “rent” or “leases[,]” the scans for many of the patients of the Defendant Clinics and Chiropractors occur at various locations other than the offices of the Defendant Clinics and Clinic Owners.

60. For example, the scans for Defendants Assiat Boke Chiropractic, P.A., and Assiat Boke, D.C., occur at 5685 Duluth Street in Golden Valley, Minnesota 55422. This address, however, is the parking lot for an outlet mall. Further, the address for Defendant Assiat Boke Chiropractic is 5851 Duluth Street in Golden Valley, Minnesota. In other words, Defendants MDI and Appleman are paying Defendants Assiat Boke, D.C., and



Assiat Boke Chiropractic, P.A., “rent” for a parking lot that does not even abut Assiat Boke Chiropractic, P.A.

61. Similarly, Defendants Steve Poser, D.C., and Affinity Health Chiropractic are paid “rent” for Defendants MDI and Appleman to park their trailer at 4801 Welcome Avenue North, Crystal, Minnesota 55429. However, Defendants Steve Poser and Affinity Health do not own the property at 4801 Welcome Avenue North, Crystal, Minnesota 55429, and Defendant Poser does not operate a clinic out of the 4801 Welcome address. Further, other chiropractors unaffiliated with Defendants Steve Poser, D.C., and Affinity Health Chiropractic also receive “rent” for scans conducted at 4801 Welcome Avenue North, Crystal, MN 55429.

62. Defendant Richard Stoffels, D.C., received “rent” from Defendant MDI even though Defendant MDI parked its trailer on a public street when it scanned patients for Defendant Richard Stoffels, D.C.

63. In seeking reimbursement for MRI scans, Defendants have mailed or transmitted (or caused to be mailed or transmitted) health insurance claim forms that fraudulently represent the referrals and MRI scans as compensable under Minnesota law even though the referrals are not medically necessary and/or violate the anti-kickback statutes and are performed by a diagnostic facility that is in knowing and intentional violation of the Corporate Practice of Medicine Doctrine.

#### **F. Representative Examples of Defendants’ Frauds**

64. While Defendants characterize the MRI scans as medically necessary, many of the records from the Defendant Clinics and Clinic Owners do not even reference the results

of the MRI scans after the scans have been conducted. For example, a scan conducted by Defendant MDI on August 9, 2011 in claim no. 1019346158-1-12 occurred within six days of the patient's accident. Despite the urgency implied by the haste of the MRI referral, the patient's chiropractic records from Defendant Elite Chiropractic, PLLC, fail to discuss the MRI referral or results.

65. In other cases, the Defendant Clinics and Clinic Owners refer the insureds/claimants for MRI scans at the conclusions of their treatments with the Defendant Clinics and Chiropractors. In claim no. 1014700548-1-2, for example, Defendants Assiat Boke and Assiat Boke Chiropractic, Inc., referred their patient for a scan with Defendant MDI on February 9, 2010 even though the patient had essentially been discharged from any further chiropractic treatment.

66. Defendant MDI routinely performed MRI scans within days of the insured/claimant undergoing initial examinations with the referring chiropractors. In fact, Defendant MDI performed nearly fifty-percent of the scans of Plaintiff's insureds referred to it from January 1, 2008 until May 22, 2013 within one month of the insureds' initial chiropractic evaluations.

67. Internal documents from Defendant MDI reveal a sampling of the amount of kickbacks paid by Defendants MDI and Appleman to referring chiropractors. (*See* Ex. 5).

68. Internal documents also reveal that Defendants Appleman and MDI maintain a "Chior (sic) Roster" that lists the chiropractors that receive kickbacks. Attached as Exhibit 10 is one chiropractor roster from 2011.

69. From January of 2011 until November of 2011, Defendants MDI and Appleman paid \$221,800.00 in kickbacks to chiropractors on its "Chiro (sic) Roster" from 2011. The amount of \$221,800.00 included kickbacks to the Defendant Clinics and Chiropractors.

70. During the time period of January of 2011 until November of 2011, Defendants Steven Poser, D.C., and Elite Health Chiropractic, P.C. or Affinity Health Chiropractic, P.A., received at least \$9,300.00 in kickbacks from Defendants MDI and Appleman. The amount of \$9,300.00 included kickbacks for scans of Plaintiff's insureds/claimants that Defendant MDI performed on February 16; April 5; May 18; July 14; August 3; August 22; and on or about August 9, 2011.

71. From January of 2011 until November of 2011, Defendants Assiat Boke, D.C., and Assiat Boke Chiropractic, Inc., received at least \$4,800.00 in kickbacks from Defendants MDI and Appleman. The amount of \$4,800.00 included kickbacks for scans of Plaintiff's insureds/claimants that Defendant MDI performed on July 24 and November 11, 2011.

72. During the time period of January of 2011 until November of 2011, Defendants Richard Ottomeyer, D.C., and Ottomeyer Clinics received at least \$7,700.00 in kickbacks from Defendants MDI and Appleman. The amount of \$7,700.00 included a kickback for the scan of Plaintiff's insured/claimant that Defendant MDI performed on June 17, 2011.

73. Defendants Leo R. Gonsowski III, D.C., and Arch Chiropractic, P.C., received at least \$8,000.00 in kickbacks from Defendants MDI and Appleman. The amount of

\$8,000.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on July 26, August 5, and August 11, 2011.

74. Defendants Danial Hall, D.C., Lois Hall, D.C., and Hall Family Chiropractic received at least \$2,800.00 in kickbacks from Defendants MDI and Appleman. The amount of \$2,800.00 included a kickback for the scans of Plaintiff's insured/claimant performed by Defendant MDI on October 6, 2011.

75. Defendants Steve Karg, D.C., and Rockford Chiropractic received at least \$9,600.00 in kickbacks from Defendants MDI and Appleman. The amount of \$9,600.00 included a kickback for the scan of Plaintiff's insured/claimant performed by Defendant MDI on January 25, 2011.

76. Defendants John Valentini, D.C., Michael B. Shinder, D.C., and Four Seasons Chiropractic, Ltd., received at least \$5,600.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$5,600.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on February 8 and September 23, 2011.

77. Defendants Mateus Ferraz- Souza, D.C., and Universal Care Clinics received at least \$3,500.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$3,500.00 included a kickback for the scan of Plaintiff's insured/claimant performed by Defendant MDI on March 14, 2011.

78. Defendants Daniel Anderson, D.C., and Anderson Chiropractic Clinic received at least \$2,800.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

79. Defendants Jeff Danielson, D.C., and Northern Life received at least \$7,200.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

80. Defendants Andrea Ruhland, D.C., and Lakeville Family Chiropractic received at least \$1,600.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$1,600.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on January 13 and November 4, 2011.

81. Defendants Duylinh Nguyen, D.C., and Optimum Chiropractic received at least \$15,400.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$15,400.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on April 18 and May 9, 2011.

82. Defendants Richard Stoffels, D.C., and Stoffels Chiropractic received at least \$2,100.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

83. Defendants Steven Jackson, D.C., and Jackson Chiropractic received at least \$700.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

84. Defendants Allen Tran, D.C., and Prestige Chiropractic received at least \$2,800.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

85. Defendants Dennis Boerjan, D.C., and Advance Chiropractic Clinic received at least \$4,800.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

86. Defendants Carron Perry, D.C., Candace Salmi, D.C., and Bodymind Chiropractic Center received at least \$3,500.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

87. Defendants Brent Kvam, D.C., and Healthstar Chiropractic received at least \$700.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

88. Defendants Stephen DeHaven, D.C., and DeHaven Chiropractic received at least \$2,100.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

89. Defendants Joseph Virga, D.C., Kathleen Virga, D.C., and Virga Chiropractic Clinic, P.A. received at least \$2,400.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

90. Defendants Mark Reeve, D.C., and Reeve Chiropractic received at least \$3,200.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

91. Defendants David Atkinson, D.C., and Boulevard Chiropractic Clinic received at least \$1,700.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

92. Defendants Douglas Edwards, D.C., and Albert Lea Chiropractic received at least \$800.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

93. Defendants Michael Kilpatrick, D.C., and New Prague Family Chiropractic received at least \$1,400.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

94. Defendants Lowell Magelssen, D.C., and First Chiropractic received at least \$3,200.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

95. Defendants Robin Harstad, D.C., Overstad Chiropractic, P.A., received at least \$800.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

96. Defendants Jeff Schneider, D.C., and Hillside Chiropractic Clinic, Inc., received at least \$4,950.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

97. Defendants Dorothy Saunders, D.C., a/k/a Dorothy O'Connor, D.C., and Team Chiropractic & Wellness, Ltd., received at least \$700.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$700.00 included a kickback for a scan of Plaintiff's insured/claimant that occurred on November 10, 2011.

98. Defendants Guy Caspers, D.C., and Caspers Chiropractic received at least \$2,100.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to

November of 2011. The amount of \$2,100.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on April 20 and October 13, 2011.

99. Defendants Steven Moe, D.C., and Integrated Health & Wellness, Ltd., received at least \$4,900.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$4,900.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on or about September 22, 2011.

100. Defendants Shaun Gifford, D.C., and Pro Adjuster Chiropractic received at least \$5,600.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$5,600.00 included kickbacks for the scans of Plaintiff's insureds/claimants performed by Defendant MDI on July 22, 2011.

101. Defendants Brent Scheideman, D.C., and Scheideman Chiropractic & Body Shop, Inc., received at least \$2,475.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$2,475.00 included a kickback for the scan of Plaintiff's insured/claimant performed by Defendant MDI on July 13, 2011.

102. Defendants Kathleen Bloom, D.C., and Bloom Chiropractic Center, P.A., received at least \$3,200.00 in kickbacks from Defendants MDI and Appleman from January of 2011 through November of 2011. The amount of \$3,200.00 included a kickback for the scan of Plaintiff's insured/claimant performed by Defendant MDI on March 30, 2011.



103. Defendants Scot Pearson, D.C., and Pearson Chiropractic Clinic received at least \$700.00 in kickbacks from Defendants MDI and Appleman from January of 2011 through November of 2011. The amount of \$700.00 included a kickback for the MRI scan of Plaintiff's insured/claimant that Defendant MDI performed on March 29, 2011.

104. Defendants Aaron Kirking, D.C., and Spinal Health Chiropractic received at least \$900.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of \$900.00 included a kickback for the MRI scan of Plaintiff's insured/claimant that Defendant MDI performed on February 4, 2011.

105. Defendants Eric Brandt, D.C., and Riverside Family Chiropractic Chartered received at least \$700.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011.

106. Defendants Stephen L. Engel, D.C., and Engel Chiropractic, P.A., received at least \$5,400.00 in kickbacks from Defendants MDI and Appleman from January of 2011 to November of 2011. The amount of included a kickback for the MRI scans of Plaintiffs' insureds/claimants that Defendant MDI performed on January 11, February 7, February 24, and July 25, 2011.

107. Four of the chiropractors who entered into "Confidential Rental Agreements" with Defendants MDI and Appleman have entered into "Agreements for Corrective Action" with the Minnesota Board of Chiropractic Examiners. (*See* Ex. 6). The "Agreements for Corrective Action" found that the chiropractors violated Minnesota law by each entering into a "Confidential Rental Agreement" with Defendants MDI and Appleman.

## **VI. COUNTS**

### **COUNT 1 –KNOWING AND INTENTIONAL VIOLATION OF THE ANTI-KICKBACK STATUTES** **(ALL DEFENDANTS)**

108. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

109. Minnesota law prevents all persons in the state from receiving any remuneration, including any kickback, bribe or rebate, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual to a person for the furnishing of any item or service for which payment may be made under any benefits program. *See* Minn. Stat. § 62J.23, subds. 1 – 2 (2013); *see also* 42 U.S.C.S. § 1320a-7b(b)(1)(2013).

110. Minnesota law also prevents all persons in the state from knowingly and willfully offering or paying any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind to any person to induce such person to refer an individual to a person for the furnishing of any item or service for which payment may be made under any benefits program. *See* Minn. Stat. § 62J.23, subds. 1 – 2 (2012); *see also* 42 U.S.C.S. § 1320a-7b(b)(2)(2012).

111. A contract may be voided if a party to the contract knowingly and intentionally violated the anti-kickback laws.

112. Further, medical services or supplies paid pursuant to kickbacks are per se not compensable in at least one area of Minnesota law. *See* Minn. R. 5221.0700, subp. 1a (2013).

113. The Defendant Clinics and Chiropractors knowingly and willfully received kickbacks in the form of “rent” after referring automobile accident victims to Defendant MDI for MRI scanning services. The Defendant Clinics and Chiropractors knew payment would be made by insurers such as Plaintiffs because the aforementioned defendants had already submitted medical claims to Plaintiff on behalf of the referred patients.

114. Defendants MDI and Appleman knowingly and willfully paid kickbacks to the Defendant Clinics and Chiropractors to induce them to refer patients for MRI scans. Defendants MDI and Appleman knew payment would be made by insurers such as Plaintiffs because each patient registration form of Defendant MDI contained the relevant insurer for each patient.

115. The knowing and intentional violations by Defendants of the law against kickbacks is proven in part by the characterization of the kickbacks as “rent[,]” which reveals an intentional attempt to conceal that Defendant MDI actually paid for patients and that the Defendant Clinics and Chiropractors accepted kickbacks for patient referrals.

116. The knowing and intentional violation of the law against kickbacks is also proven in part by the acceptance of “rent” payments by the Defendant Clinics and Chiropractors even though the Defendant Clinics and Chiropractors did not rent any space or lease any office equipment to Defendants MDI and Appleman. Assuming arguendo that some of the Defendant Clinics and Chiropractors rented office space or

leased office supplies, these Defendant Clinics and Chiropractors received “rent” far exceeding the fair market value attributable to parking spaces or the use of any utilities.

117. As the illegality of Defendants’ kickbacks so tainted the transactions between Plaintiffs and Defendants MDI and Appleman, it would be contrary to public policy to require Plaintiffs to reimburse Defendants MDI and Appleman for MRI scans. Enforcing the contracts would reward Defendants for their clear violations of law.

118. Plaintiffs therefore request that the Court declare Plaintiffs have no legal obligation to compensate Defendants MDI and Appleman for any outstanding medical expenses.

**COUNT 2– KNOWING AND INTENTIONAL VIOLATION OF THE**  
**CORPORATE PRACTICE OF MEDICINE DOCTRINE**  
**(DEFENDANTS MDI AND APPLEMAN)**

119. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

120. Pursuant to the Minnesota Supreme Court's opinion in *Granger v. Adson*, 250 N.W. 722 (1933), the State of Minnesota recognizes the Corporate Practice of Medicine Doctrine, which requires a healthcare provider to actually be owned by a medically licensed individual.

121. Defendant MDI is and at all times has been owned by Defendant Appleman, who is a layman.

122. Defendant MDI engages the services of ProScan, including Dr. Stephen Pomeranz, M.D., and Dr. Bryan K. Hosler, D.C., D.A.C.B.R., to interpret the scans performed on the patients of Defendant MDI.

123. The doctors of ProScan Imaging engage in the “practice of healing” by engaging in, or holding out to the public as being engaged in, the diagnosis, analysis, treatment, correction and cure of physical injuries and ailments.

124. The ProScan doctors are members of state-licensed professions.

125. The ProScan doctors underwent significant training and education before being able to perform professional interpretations of diagnostic images.

126. As doctors who owe duties to their patients, the ProScan doctors should enjoy unfettered independent medical judgments without the interference of a lay corporation such as Defendant MDI.

127. Defendant MDI paid or pays ProScan for its interpretations of MRI scans but bills Plaintiff for the rendering of the medical interpretations.

128. The arrangement between Defendant MDI and ProScan violates the Corporate Practice of Medicine Doctrine as Defendant MDI is an illegal “middleman” between doctor and patient.

129. Additionally, the performance of an MRI scan and the interpretation of the scan are so inextricably intertwined that one cannot be performed without the other. Thus, the scanning of patients and interpretations of those scans are merely two steps in an overall process that constitutes the practice of medicine. The participation of a lay corporation, i.e., Defendant MDI, in the scanning and diagnosis of patients therefore constitutes the Corporate Practice of Medicine.

130. Additionally, the MDI technicians engage in the “practice of healing” by participating in the process of diagnosing and analyzing the injuries of patients.

131. Upon information and belief, the MDI technicians are members of the American Registry of Radiologic Technologists and must maintain their registrations. Upon information and belief, the MDI technicians have passed exams approved by the Minnesota Commissioner of Health and are required to maintain continuing education credits.

132. As described by Defendant Appleman, the MDI technicians perform a “highly specialized job” requiring “at least four months training” on the machines used by Defendant MDI. Upon information and belief, the MDI technicians also obtained post-secondary education and need to maintain continuing education credits.

133. The MDI technicians enjoy independent, unfettered judgment as the entire scanning process occurs without the personal supervision of a licensed medical doctor.

134. As the MDI technicians engage in the practice of medicine and Defendant MDI is a lay-owned facility, Defendants MDI and Appleman have violated the Corporate Practice of Medicine Doctrine.

135. The violations by Defendants MDI and Appleman are intentional as Defendant Appleman is an individual who has demonstrated his knowledge of the laws by representing himself in a multitude of legal proceedings. Further, the promotional materials for Defendant MDI do not reveal the lay ownership of the mobile clinic. Such intentional concealment of the lay ownership of Defendant MDI further demonstrates a knowing and intentional violation of the Corporate Practice of Medicine Doctrine.

136. As a result of the knowing and intentional violation of the Minnesota Corporate Practice of Medicine Doctrine by Defendants MDI and Appleman, any and all billings

and/or invoices for MRI scans billed by Defendants MDI and Appleman are null, void and uncollectible.

**COUNT 3 – VIOLATIONS OF THE RICO ACT – 18 U.S.C. § 1962(c)**  
**(DEFENDANTS MDI; APPLEMAN; STEVE POSER, D.C.; ELITE CHIROPRACTIC, P.C.; AFFINITY HEALTH CHIROPRACTIC, P.A.; ASSIAT BOKE, D.C., ASSIAT BOKE CHIROPRACTIC, INC.; RICHARD OTTOMEYER, D.C.; OTTOMEYER CLINICS, PLLC; DANIAL HALL, D.C.; LOIS HALL, D.C.; HALL FAMILY CHIROPRACTIC; STEVE KARG, D.C.,; ROCKFORD CHIROPRACTIC; JOHN VALENTINI, D.C.; MICHAEL SHINDER, D.C.; FOUR SEASONS CHIROPRACTIC, LTD.; MATEUS FERRAZ-SOUZA, D.C.; UNIVERSAL CARE CLINICS, LLC; DANIEL ANDERSON, D.C.; ANDERSON CHIROPRACTIC; JEFFREY DANIELSON, D.C.; NORTHERN LIFE CHIROPRACTIC; DUYLINH NGUYEN, D.C.; OPTIMUM CHIROPRACTIC; LOWELL MAGELSSSEN, D.C.; FIRST CHIROPRACTIC – SHOREVIEW; DENIS BOERJAN, D.C.; ADVANCE CHIROPRACTIC CLINIC; DENIS BOERJAN, LLC; STEPHEN L. ENGEL, D.C.; AND ENGEL CHIROPRACTIC, P.A.)**

137. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

138. At all relevant times, each Plaintiff was a “person” within the meaning of 18 U.S.C § 1961(3) and 1964(c).

139. At all relevant times, Defendants MDI; Michael A. Appleman; Steven Poser, D.C.; Affinity Health Chiropractic, P.A.; Elite Chiropractic, P.C.; Affinity Health Chiropractic, P.A.; Assiat Boke, D.C.; Assiat Boke Chiropractic, Inc.; Danial Hall, D.C.; Lois Hall, D.C.; Hall Family Chiropractic; Steve Karg, D.C.; Rockford Chiropractic; Duylinh Nguyen, D.C.; Optimum Chiropractic; Richard Ottomeyer, D.C.; Ottomeyer Chiropractic; Mateus Souza, D.C.; Universal Care Clinics, LLC; Daniel Anderson, D.C.; Anderson Chiropractic; John Valentini, D.C.; Michael Shinder, D.C.; Four Seasons Chiropractic; Jeffrey Danielson, D.C.; Northern Life Chiropractic; Lowell Magelssen,

D.C.; First Chiropractic – Shoreview; Denis Boerjan, D.C.; Advance Chiropractic Clinic; Denis Boerjan, LLC; Stephen L. Engel, D.C.; and Engel Chiropractic, P.A. (hereinafter collectively “the Count 3 Defendants”), were “persons” within the meaning of 18 U.S.C § 1961(3) and 1962(c).

### **Conduct**

140. Defendants MDI and Appleman conducted and/or participated in the operation of multiple enterprises by conducting medically unnecessary MRI scans and/or systematically paying illegal kickbacks to Defendants Steven Poser, D.C.; Affinity Health Chiropractic, P.A.; Elite Chiropractic, P.C.; Affinity Health Chiropractic, P.A.; Assiat Boke, D.C.; Assiat Boke Chiropractic, Inc.; Danial Hall, D.C.; Lois Hall, D.C.; Hall Family Chiropractic; Steve Karg, D.C.; Rockford Chiropractic; Duylinh Nguyen, D.C.; Optimum Chiropractic; Richard Ottomeyer, D.C.; Ottomeyer Chiropractic; Mateus Souza, D.C.; Universal Care Clinics, LLC; Daniel Anderson, D.C.; Anderson Chiropractic; John Valentini, D.C.; Michael B. Shinder, D.C.; Four Seasons Chiropractic; Jeffrey Danielson, D.C.; Northern Life Chiropractic; Lowell Magelssen, D.C.; First Chiropractic – Shoreview; Denis Boerjan, D.C.; Advance Chiropractic Clinic; Denis Boerjan, LLC; Stephen L. Engel, D.C.; and Engel Chiropractic, P.A. (hereinafter “the Count 3 Clinics and Chiropractors”), as reimbursements for MRI referrals.

141. The Count 3 Clinics and Chiropractors all conducted and/or participated in the operation of their respective enterprises by issuing medically unnecessary MRI referrals and/or accepting kickbacks for MRI referrals.

### **Multiple Enterprises**



142. Defendants MDI and Appleman formed multiple association-in-fact enterprises with the Count 3 Clinics and Chiropractors.

143. Defendants MDI, Appleman, Steven Poser, D.C., Elite Chiropractic, P.C., and Affinity Health Chiropractic, P.A., are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

144. Defendants MDI, Appleman, Assiat Boke, D.C., and Assiat Boke Chiropractic, Inc., are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

145. Defendants MDI, Appleman, Danial Hall, D.C., Lois Hall, D.C., and Hall Family Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

146. Defendants MDI, Appleman, Steve Karg, D.C., and Rockford Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

147. Defendants MDI, Appleman, Duylinh Nguyen, D.C., and Optimum Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

148. Defendants MDI, Appleman, Richard Ottomeyer, D.C., and Ottomeyer Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

149. Defendants MDI, Appleman, Mateus Ferraz-Souza, D.C., and Universal Care Clinics, LLC, are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

150. Defendants MDI, Appleman, Daniel Anderson, D.C., and Anderson Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

151. Defendants MDI, Appleman, John Valentini, D.C., Michael B. Shinder, D.C., and Four Seasons Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

152. Defendants MDI, Appleman, Jeffrey Danielson, D.C., and Northern Life Chiropractic are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

153. Defendants MDI, Appleman, Lowell Magelssen, D.C.; and First Chiropractic – Shoreview are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

154. Defendants MDI, Appleman, Denis Boerjan, D.C.; Advance Chiropractic Clinic; and Denis Boerjan, LLC are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

155. Defendants MDI; Appleman; Stephen L. Engel, D.C.; and Engel Chiropractic, P.A., are an association-in-fact enterprise as that term is defined in 18 U.S.C. § 1961(4).

156. The Count 3 Defendants all conducted and/or participated in their respective enterprises for the common purposes of receiving economic benefits after the fraudulent billings of Plaintiff and other insurers for medically unnecessary MRI referrals and/or MRI referrals issued pursuant to kickbacks.

157. There are relationships among those associated each enterprise. Defendant MDI, which is owned by Defendant Appleman, receives MRI referrals from each Count 3 Clinic and Chiropractor in exchange for kickbacks. In turn, the Count 3 Clinics and Chiropractors each receive illegal kickbacks for their referrals to Defendants MDI and

Appleman. The Count 3 Chiropractors are each associated with the Count 3 Clinics in their respective enterprises because the Count 3 Chiropractors either work for or own the Count 3 Clinics that participated in their respective enterprises.

158. There is a continuity of personnel in each enterprise as the Count 3 Clinics and Chiropractors repeatedly refer patients to Defendant MDI for MRI scans, and Defendants MDI and Appleman repeatedly pay kickbacks to the Count 3 Clinics and Chiropractors. Further, there is a continuity of personnel in each enterprise as the Count 3 Chiropractors either work for or own the Count 3 Clinics that participated in their respective enterprises.

159. At all relevant times, the activities of the enterprises affected the interstate transmissions of information and money between Plaintiffs in California, Ohio, Delaware, and/or Florida, and the Count 3 Defendants in Minnesota or Wisconsin.

#### **The Patterns of Racketeering Activities**

160. The patterns of racketeering activities committed by the Count 3 Defendants consist of repeated violations of the federal mail fraud and wire fraud statutes.

161. The Count 3 Defendants devised schemes to defraud Plaintiffs by requesting reimbursement for medically unnecessary scans and/or scans incentivized by the payment of kickbacks from Defendants MDI and Appleman to the Count 3 Clinics and Chiropractors. Each enterprise presented medically unnecessary scans and/or scans paid pursuant to kickback schemes as compensable under Minnesota law even though Plaintiffs didn't need to reimburse Defendants for medically unnecessary scans or MRI scans that violated the anti-kickback statute.

162. The Count 3 Defendants specifically intended to defraud Plaintiffs, which is evidenced in part by the aforementioned defendants representing MRI scans as medically necessary when such scans were not warranted and/or attempting to hide their kickbacks by categorizing them as “rent.” In addition, the Count 3 Defendants deprived Plaintiffs’ insureds of their rights to the defendants’ honest services by subjecting Plaintiffs’ insureds to medically unwarranted and/or fiscally motivated treatment.

163. The interstate natures of these schemes (i.e., the submissions of claims from Minnesota to companies in California, Delaware, Florida, and/or Ohio) made it reasonably foreseeable that the mail and/or interstate wire communications would be used.

164. The Count 3 Defendants in fact used the United States mail and/or interstate wire communications to submit documents to Plaintiffs in support of their respective claims as listed in Exhibit 7. Defendants MDI and Appleman in fact used the United States mail to send checks for kickbacks to the Count 3 Clinics and Chiropractors. Plaintiffs in fact used the United States mail and/or interstate wire communications to reimburse Defendants MDI and Appleman for the fraudulent MRI scans.

165. The predicate acts of each enterprise are related because the predicate acts of each enterprise involved highly similar conduct and outcomes. The predicate acts involved the Count 3 Defendants repeatedly submitting or causing to be submitted insurance claims for reimbursements after Defendant MDI performed medically unnecessary MRI scans and/or MRI scans catalyzed by kickbacks. After each predicate

act, Defendants MDI and Appleman then paid the Count 3 Clinics and Chiropractors for patient referrals.

166. The Count 3 Defendants' predicate acts involved the same or similar purposes (to provide fraudulent insurance claims information to Plaintiffs), results (payments from Plaintiffs to Defendants MDI and Appleman and payments from Defendants MDI and Appleman to the Count 3 Clinics and Chiropractors), participants (the Count 3 Defendants), victims (insurance companies and their insureds, including Plaintiffs and their insureds), methods of commission (entering into "Confidential Rent Agreements" and reimbursing and being reimbursed for the receipts and referrals of medically unnecessary and/or financially incentivized kickbacks), and are interrelated rather than isolated events (the Count 3 Defendants repeatedly engaged in the activities and possibly still engage in the submissions of fraudulent insurance claims).

167. The related predicate acts of each of the nine enterprises satisfy closed-end continuity because the predicate acts of each enterprise occurred over substantial periods of time. (*See* Ex. 7).

168. The predicate acts of each enterprise pose distinct threats of long-term racketeering activities. Specifically, the mail and wire frauds consist of facially valid medical referrals that are, in reality, catalyzed by private agreements between Defendants MDI and Appleman and the Count 3 Clinics and Chiropractors. As these agreements are made in private and there are no requirements to file such contracts for public view, the predicate acts threaten repetition in to the future without the filing of this lawsuit.

Defendant Appleman is still, as of August of 2013, actively trying to recruit chiropractors

for his mobile diagnostic enterprises with promises of “Additional Revenues” to each chiropractor’s practice. (*See* Ex. 9).

169. The above-described predicate acts also constitute regular ways that the Count 3 Defendants conducted their businesses. Through the use of kickback agreements, Defendants MDI and Appleman ensured medical referrals from the Count 3 Clinics and Chiropractors. Conversely, the Count 3 Clinics and Chiropractors increased their revenues under their kickback agreements with Defendants MDI and Appleman. These business practices, which involved the injections of mail and wire fraud into the otherwise legitimate system of medical referrals and billing, constitute a regular way that the defendants in each enterprise conducted their businesses.

#### **Injuries to Plaintiff**

170. The misrepresentations made by the Count 3 Defendants to Plaintiffs and their insureds factually and proximately caused Plaintiffs to pay the aforementioned defendants for medically unnecessary MRI scans and/or MRI scans that violated the anti-kickback statute. The damages suffered by Plaintiffs are attributable to the misrepresentations of Defendants MDI and Appleman because Plaintiffs must rely on the facial validity of insurance claims in deciding whether to pay requests for reimbursements. This is especially true in the no-fault context, which requires insurers to pay or deny claims in a statutorily limited amount of time.

171. Additionally, Plaintiffs’ insureds and no-fault arbitrators relied on the misrepresentations of the Count 3 Defendants with respect to the compensability of the

MRI referrals. The misrepresentations made by the Count 3 Defendants also forced Plaintiffs into mandatory no-fault arbitration.

172. By reason of the violation of 18 U.S.C. § 1962(c) by the Count 3 Defendants, Plaintiffs were injured in their businesses or properties. *See* 18 U.S.C. § 1964(c). Plaintiffs are therefore entitled to recover from the Count 3 Defendants the costs of this suit, including reasonable attorneys' fees, and three times their damages (as determined at trial) suffered by the defendants' participations in their respective enterprises.

**COUNT 4 – COMMON LAW FRAUD**  
**(DEFENDANTS MDI AND APPLEMAN)**

173. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

174. In seeking reimbursement for MRI scans, Defendants MDI and Appleman presented health insurance claim forms to Plaintiffs. By submitting each form, Defendants MDI and Appleman represented that each MRI scan was compensable under Minnesota law.

175. The representations regarding the compensability of the submitted health claim forms were false as the submitted forms sought reimbursement for medically unnecessary care, for scans that violated anti-kickback statutes and/or for medical treatment rendered by a lay-owned medical facility.

176. The representations dealt with the past facts of whether the MRI scan referrals had been issued out of medical necessity. Further, the representations dealt with a

present fact, i.e., the ability of Defendants MDI and Appleman to be reimbursed for the MRI scans.

177. The misrepresentations were material because, under Minnesota law, an insurer does not need to compensate a medical provider or diagnostic facility for medically unnecessary treatment; treatment rendered in violation of the anti-kickback statute; or treatment rendered in violation of the Corporate Practice of Medicine Doctrine.

178. The compliances of the referrals with Minnesota law were susceptible of knowledge by Defendants MDI and Appleman because those defendants could ascertain whether the MRI scans were medically necessary or issued pursuant to kickback agreements; whether Defendants MDI and Appleman had indeed paid kickbacks for the referrals; and/or whether the ownership structure of Defendant MDI violated the Corporate Practice of Medicine Doctrine.

179. Defendants MDI and Appleman asserted the medical necessities of their MRI scans while knowing the assertions to be false or without knowing the truth of the assertions. Alternatively, Defendants MDI and Appleman certified that their MRI referrals did not violate Minnesota law by seeking reimbursement from Plaintiff even though Defendants MDI knew the scans were non-compensable due to underlying violations of the anti-kickback statute and the Corporate Practice of Medicine Doctrine.

180. By submitting the misrepresentations to Plaintiffs, Defendants MDI and Appleman intended to induce Plaintiffs into reimbursing Defendants MDI and Appleman for medically unnecessary diagnostic testing, diagnostic testing that violated the



prohibition on the payment of kickbacks for patients, and/or diagnostic testing rendered by a lay-owned facility illegible for reimbursement under controlling law.

181. The submissions of facially valid insurance claims induced Plaintiffs to pay Defendant MDI at least \$553,673.99 since the incorporation of Defendant MDI.

182. In determining whether to pay for the insurance claims submitted by Defendants MDI and Appleman, Plaintiffs relied on the representations of Defendants MDI and Appleman with respect to the compensability of the submitted MRI scans.

183. In relying on the intentional misrepresentations of Defendants MDI and Appleman, Plaintiffs paid Defendant MDI at least \$553,673.99, including the claims itemized in Exhibit 7.

184. The damages are attributable to the misrepresentations of Defendants MDI and Appleman because Plaintiffs must rely on the facial validity of insurance claims in deciding whether to pay requests for reimbursements. This is especially true in the no-fault context, which requires insurers to pay or deny claims in a statutorily limited amount of time.

185. Defendants MDI and Appleman are therefore liable to Plaintiffs for amounts of damages that will ultimately be determined at trial.

**COUNT 5 – FRAUDULENT CONCEALMENT**  
**(DEFENDANTS MDI AND APPLEMAN)**

186. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

187. Defendants MDI and Appleman concealed from Plaintiffs the fact that Defendants MDI and Appleman systematically paid for MRI referrals.

188. Defendants MDI and Appleman concealed their rental agreements with doctors for the payments of illegal kickbacks by making the agreements confidential. Specifically, the “Confidential Rental Agreements” read that they “cannot be released to third parties without the expressed written consent of MDI.” (Ex. 3, para. 10).

189. Even if Defendants MDI and Appleman had disclosed that they had entered into rental agreements, Defendants MDI and Appleman further concealed the actual purposes of the agreements by mischaracterizing the agreements as purportedly legitimate payments for “rent” and the leasing of office supplies.

190. Plaintiffs exercised reasonable diligence by conducting an investigation of Defendant MDI, including, but not limited to, examinations under oaths of patients who had treated with Defendant MDI

191. Despite this exercise of reasonable diligence, Plaintiffs did not discover that Defendants MDI and Appleman paid kickbacks for MRI referrals due to the confidentiality of the rental agreements entered into by Defendants MDI and Appleman with referring chiropractors.

192. Plaintiffs received concrete proof of the kickback scheme in the spring and summer of 2013 when the Minnesota Board of Chiropractic Examiners entered into agreements for corrective actions with four different chiropractors and when Plaintiffs obtained internal documents originating from Defendant MDI that confirmed the payments of kickbacks.

193. As the fraudulent concealment of Defendants Appleman and MDI tolled the statute of limitations until the spring of 2013, Plaintiff may seek damages for any and all payments it has made to Defendant MDI and Appleman since the incorporation of Defendant MDI.

**COUNT 6 – FRAUDULENT CONCEALMENT**  
**(DEFENDANTS MDI AND APPLEMAN)**

194. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

195. Since the incorporation of Defendant MDI, Defendants MDI and Appleman have actively attempted to conceal the lay ownership of Defendant MDI.

196. Defendant Appleman's name does not appear anywhere on the Articles of Incorporation for Defendant MDI.

197. In the course of seeking reimbursement from Plaintiff, Defendants MDI and Appleman submitted claims for reimbursement on HCFA 1500 forms. These forms are used for the billings of medical procedures. *See* Minn. Stat. § 62J.52, subd. 2 (2013). Further, the form requires the electronic signature of the relevant "physician or supplier including degrees or credentials...." The use of the HCFA 1500 form, which is to be used in conjunction with medical services, demonstrates that Defendant Appleman intended to represent Defendant MDI as a legitimate and authorized practitioner of the healing arts as opposed to a lay-owned facility.

198. When Defendant MDI received an MRI referral from a clinic or chiropractor, the referred patient needed to sign a "Medical Lien" that promised that the patient's attorney

or insurer would reimburse Defendant MDI for the “medical services” that Defendant MDI provided to the patient. The reference to “medical services” and a “Medical Lien” again indicate that Defendant Appleman intended to represent Defendant MDI as a medical facility rather than a lay-owned facility.

199. The interpretive reports generated by Defendant MDI listed “Mobile Diagnostic Imaging” at the top of the reports and are signed by a medical doctor and a diplomate from the American Chiropractic Board of Radiology. The reports do not name or refer to Defendant Appleman. These reports create the false impression that Defendant MDI is a medical clinic consisting of doctors.

200. In a recent lawsuit filed against Defendant MDI and Appleman, Defendant Appleman denied founding Defendant MDI and denied serving as a chief executive officer of the company. (*See Answer and Separate Defenses of Mobile Diagnostic Imaging, Inc., and Michael Appleman, Individually to Plaintiffs’ Complaint, paras. 8 – 9, State Farm Mut. Auto. Ins. Co., et al. v. Mobile Diagnostic Imaging, Inc., et al. No. 12-1056 (JRT/AJB)*).

201. However, another lawsuit recently discovered by Plaintiffs revealed that Defendant Appleman represented himself as the owner of Defendant MDI. (*See Complaint, Appleman d/b/a Mobile Diagnostic Imaging v. Eggers, No. 27-CV-08-13795 (Hennepin County District Court June 3, 2008)*).

202. Further, the “Confidential Rental Agreements” entered into between Defendants MDI and Appleman and the Defendant Clinics and Chiropractors give the appearance that Defendant Appleman owns Defendant MDI. (*See Ex. 3 at 2*).

203. In addition to demonstrating that Defendants MDI and Appleman engaged in a course of conduct, the above facts demonstrate that Plaintiffs could not have, even with the exercise of reasonable diligence, concretely determined that Defendant Appleman owned Defendant MDI.

204. After learning of other litigation filed in 2012 against Defendant Appleman for his ownership of Defendant MDI, Plaintiffs conducted further investigation.

205. Among other evidence, the investigation discovered that Defendant Appleman had previously admitted in other judicial proceedings that Defendant Appleman was “doing business as” MDI.

206. Any statute of limitations should therefore be tolled, and Plaintiffs may seek damages for any and all payments it has made to Defendant MDI and Appleman since the incorporation of Defendant MDI.

**COUNT 7 – COMMON LAW FRAUD**  
**(THE DEFENDANT CLINICS AND CHIROPRACTORS)**

207. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

208. In issuing MRI referrals to Defendants MDI and Appleman, the Defendant Clinics and Chiropractors submitted forms to Defendant MDI (and eventually Plaintiffs) affirming the medical necessity of the MRI referrals. (*See* Ex. 8). Alternatively, the submissions of the referral forms by the Defendant Clinics and Chiropractors implied that the forms sought reimbursement for compensable services that did not violate state law.

209. The representations regarding compensability of the MRI referrals were false as the submitted forms sought reimbursement for medically unnecessary care and/or scans that violated the state anti-kickback statutes.

210. The representations dealt with the past facts of whether the MRI scan referrals had been issued out of medical necessity. Alternatively, the representations dealt with the present fact about the compensability of the MRI scans.

211. The misrepresentations were material because, under Minnesota law, an insurer does not need to compensate a medical provider or diagnostic facility for medically unnecessary treatment or treatment rendered in violation of the anti-kickback statutes.

212. The medical necessity of the MRI referrals and the compliance of the referrals with Minnesota law were susceptible of knowledge by the Defendant Clinics and Chiropractors because those defendants knew whether the MRI scans were truly medically necessary and/or knew whether they had received kickbacks in exchange for the MRI referrals.

213. The Defendant Clinics and Chiropractors asserted the medical necessity of their MRI scans while knowing the assertions to be false or without knowing the truth of the assertions. The Defendant Clinics and Chiropractors also certified that their MRI referrals did not violate Minnesota law.

214. By submitting the misrepresentations to Plaintiffs via Defendants MDI and Appleman, the Defendant Clinics and Chiropractors intended to induce Plaintiffs into reimbursing Defendants MDI and Appleman for MRI scans that were not compensable under Minnesota law. The Defendant Clinics and Chiropractors had incentives for

Plaintiffs to pay Defendants MDI and Appleman because Defendants Appleman and MDI would in turn pay kickbacks to the Defendant Clinics and Chiropractors.

215. The submissions of facially valid insurance claims induced Plaintiffs to pay the claims listed in Exhibit 7.

216. In determining whether to pay for the insurance claims submitted by Defendants MDI and Appleman, Plaintiffs relied on the misrepresentations of the Defendant Clinics and Chiropractors. Specifically, Plaintiffs relied on the signed statements of the Defendant Clinics and Chiropractors with respect to the compensability of their MRI referrals to Defendants MDI and Appleman.

217. In relying on the intentional misrepresentations of the Defendant Clinics and Chiropractors, Plaintiffs paid out the money itemized in Exhibit 7.

218. The damages in Exhibit 7 are attributable to the misrepresentations of the Defendant Clinics and Chiropractors because Plaintiffs must rely on the facial validities of insurance claims in deciding whether to pay requests for reimbursements. This is especially true in the no-fault context, which requires insurers to pay or deny claims in a statutorily limited amount of time. In making referrals to Defendant MDI, the Defendant Clinics and Chiropractors attested to the medical necessity of their referrals in referral forms that the referring doctors signed. Plaintiffs received copies of the MRI referral forms when it received medical records from Defendants MDI and Appleman.

219. Each Defendant Clinic and Chiropractor is therefore liable to Plaintiffs for the amount Plaintiffs paid in reliance on the respective misrepresentations of each Defendant Clinic and Chiropractor. (*See Ex. 7*).

**COUNT 8 – PRIVATE ATTORNEY GENERAL – CONSUMER FRAUD**  
**(ALL DEFENDANTS)**

220. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

221. Plaintiffs have standing to pursue claims pursuant to Minn. Stat. § 325F.69, subd. 1, Minn. Stat. § 8.31, subd. 3a and *Group Health Plan, Inc., et al. v. Phillip Morris, Inc., et al.* 621 N.W.2d 2, 4 (Minn. 2001).

222. Defendants MDI and Appleman used and employed fraud, false pretenses, misrepresentations, misleading statements and deceptive practices by paying for referrals and/or performing unwarranted diagnostic scans but misrepresenting those scans as being compensable under Minnesota law.

223. Defendants MDI and Appleman also used and employed fraud, false pretenses, misrepresentations, misleading statements and deceptive practices by representing Defendant MDI to be an authorized and legitimate practitioner of the healing arts even though a layman, i.e., Defendant Appleman, owned Defendant MDI. Among other practices, the aforementioned pretenses, misleading statements and deceptive practices included: the certifications made by Defendants MDI and Appleman when they submitted health insurance claim forms that they were entitled to reimbursement under Minnesota law; the listing of two doctors on the MRI reports for scans conducted by Defendant MDI; the references by Defendant MDI to its services as “medical services” in “medical” lien forms that patients were asked to sign; and the reference by Defendant MDI to the interpreting radiologists as “our radiologists” on its web site.



224. The Defendant Clinics and Chiropractors used and employed fraud, false pretenses, misrepresentations, misleading statements and deceptive practices by prescribing medically unwarranted medical treatment and/or referring patients to Defendants MDI and Appleman in exchange for money while representing that the referrals occurred for purely medical reasons.

225. Defendants used and employed such practices to induce Plaintiffs' insureds to undergo treatments and testing with Defendants. Additionally, Defendants used and employed such practices to induce Plaintiffs into reimbursing MRI scans.

226. Defendants made the above misrepresentations in connection with attempts to market and sell medical services. Such services fall under the statutory definition of "merchandise...." *See* Minn. Stat. § 325F.68, subd. 2 (2013).

227. The misrepresentations of Defendants misled, deceived and damaged Plaintiffs by causing them to pay medical benefits otherwise not payable under Minnesota law. In paying insurance claims, Plaintiffs relied on the misrepresentations made by Defendants in health insurance claim forms, referral forms and other claims documentation.

228. Alternatively, Defendants proximately caused Plaintiffs' injuries because the submission of no-fault claims forced Plaintiffs to investigate and pay claims within a statutorily limited amount of time or pay claims through an expedited, compulsory no-fault arbitration process that precluded full assessments of Defendants' misconduct.

229. By and through their scheme to maximize profits through kickbacks and unwarranted medical procedures, Defendants have illegally and unfairly deprived Plaintiffs' insureds with the appropriate care for their accidents; unnecessarily reduced

the medical expense benefits available to Plaintiffs' insureds; caused Plaintiffs' insureds to waste their time and financial resources by attending unwarranted diagnostic testing; and have misled and confused Plaintiffs' insureds as to their true medical conditions and the relationships between Defendants.

230. Additionally, Defendants MDI and Appleman unfairly misled Plaintiffs' insureds into believing they were undergoing testing with an authorized and legitimate practitioner of the healing arts when indeed a layperson, i.e., Defendant Appleman, owned Defendant MDI.

231. While this case involves Plaintiffs' insureds and Plaintiffs, the modus operandi of Defendants (i.e., exchanging money for the referral of patients) negatively impacted the public at large through the possibility of increased premiums, lost work productivity and wages due to the insureds' attendances of medically unnecessary appointments, the diversion of PIP benefits from more beneficial care, and decreased public trust in the medical field. Thus, the current suit will benefit the public at large in addition to Plaintiffs.

232. Further, the fraud, false pretenses, misrepresentations, misleading statements, and deceptive practices of Defendants MDI and Appleman negatively impacted the public at large by subjecting car accident victims to medical care by a facility under the control of an individual who did not need to follow the Hippocratic oath and by misleading car accident victims into believing that they were treating with a legitimate practitioner of the healing arts rather than a lay-owned facility.

233. As a result of Defendants' misrepresentations to Plaintiffs' insureds, Plaintiffs and the public at large, Plaintiffs are entitled to recover damages from each Defendant Clinic and Chiropractor in accordance with the money Plaintiffs have paid for the MRI scans resulting from the respective referrals of each Defendant Clinic and Chiropractor to Defendants MDI and Appleman. (*See* Ex. 7). Defendants are also entitled to recover damages for all scans paid to Defendant MDI. Further, Plaintiffs are entitled to recover their costs and disbursements, including the costs of investigation and reasonable attorneys' fees, from Defendants.

234. Additionally, Plaintiffs' insureds, the public at large and Plaintiffs have been damaged by Defendants' violation of Minn. Stat. § 325F.69, and Plaintiffs are entitled to an injunction prohibiting Defendants MDI and Appleman from conducting MRI scans.

**COUNT 9 – NO-FAULT FRAUD**  
**(DEFENDANTS MDI AND APPLEMAN)**

235. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

236. Plaintiffs are reparation obligors as defined by the Minnesota No-Fault Act.

237. Defendants MDI and Appleman provided products or services for which basic economic benefits were allegedly payable.

238. However, the benefits paid by Plaintiffs to Defendant MDI and Appleman or Plaintiffs' insureds were not payable because: (1) Defendants MDI and Appleman knowingly conducted medically unnecessary MRI scans and only medically necessary MRI scans are compensable under Minnesota law; (2) Defendants MDI and Appleman

secured the MRI referrals underlying the paid benefits by paying kickbacks and the law voids an insurer's obligation to pay for scans secured by kickbacks; and/or (3)

Defendants MDI and Appleman intentionally violated the Corporate Practice of Medicine Doctrine and the law voids the obligation of an insurer to pay for the expenses of treatment providers that knowingly and intentionally violate the Corporate Practice of Medicine Doctrine.

239. Defendants MDI and Appleman intentionally misrepresented the legality and compensability of its MRI scans to Plaintiffs.

240. The materiality of these intentional misrepresentations is proven by the fact that Plaintiffs would not reimburse Defendants MDI and Appleman for medically unnecessary diagnostic testing, testing that violated the anti-kickback statute or testing that violated the Corporate Practice of Medicine Doctrine.

241. In paying Defendants MDI and Appleman for medical care provided to Plaintiffs' insureds, Plaintiffs relied on Defendants' misrepresentations in health insurance claim forms, medical records and applications, among other documents, and deferred to the representations of Defendants MDI and Appleman with respect to the compensability of their MRI scans.

242. Plaintiffs have indeed paid no-fault benefits due to the aforementioned misrepresentations. (*See Ex. 7*).

243. As Plaintiffs relied on the material and intentional misrepresentations of Defendants MDI and Appleman when Plaintiffs paid basic economic benefits that were not payable, Plaintiffs are entitled to damages in an amount to be determined at trial.

**COUNT 10 – NEGLIGENT MISREPRESENTATION**  
**(DEFENDANTS MDI AND APPLEMAN)**

244. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

245. During the courses of their professions and during transactions in which they held financial interests, Defendants MDI and Appleman supplied false information to Plaintiffs to guide Plaintiffs in their business transactions.

246. Defendants MDI and Appleman provided false information with respect to: (1) the medical necessity of MRI scans performed on Plaintiffs' insureds; (2) the compensability of the MRI scans in light of the anti-kickback statute; and (3) the compensability of the MRI scans in light of the Corporate Practice of Medicine Doctrine.

247. At a minimum, Defendants MDI and Appleman failed to use reasonable care or competence in communicating to Plaintiffs that they were entitled to insurance benefits even though Plaintiffs had no legal obligation to reimburse Defendants MDI and Appleman for their MRI scans.

248. In determining whether to compensate Defendants MDI and Appleman for the MRI scans they billed, Plaintiffs relied on the assertions by Defendants MDI and Appleman with respect to the compensability of the MRI scans.

249. Plaintiffs were justified in relying on the representations of Defendants MDI and Appleman about the compensability of the MRI scans because Defendants MDI and Appleman submitted facially valid insurance claims.

250. As seen by Exhibit 7, Plaintiff was financially harmed by relying on the aforementioned misrepresentations made by Defendants MDI and Appleman.

251. Defendants MDI and Appleman are therefore liable to Plaintiff for the MRI scans that Plaintiff paid in reliance on the misrepresentations of Defendants MDI and Appleman.

**COUNT 11 – NEGLIGENT MISREPRESENTATION**  
**(THE DEFENDANT CLINICS AND CHIROPRACTORS)**

252. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

253. During the course of their professions and during transactions in which they held financial interests, the Defendant Clinics and Chiropractors supplied false information to Plaintiffs to guide Plaintiffs in their business transactions

254. The Defendant Clinics and Chiropractors provided false information with respect to the medical necessity of MRI scans performed on Plaintiffs' insureds. The Defendant Clinics and Chiropractors asserted the legal compensability of their MRI referrals in referral forms submitted to Defendant MDI and then Plaintiffs. (*See Ex. 8*). The Defendant Clinics and Chiropractors knew that the referral forms would be submitted to Plaintiff because: 1) each MRI referral form had a section that requested the identity of the insurer that would be billed; and 2) the Defendant Clinics and Chiropractors had already determined the patients' respective insurers because the Defendant Clinics and Chiropractors also had to bill the respective insurers for the patients' chiropractic treatments.

255. At a minimum, the Defendant Clinics and Chiropractors failed to use reasonable care or competence by communicating the medical necessity and/or legal compensability of each MRI scan to Plaintiffs through the MRI referral forms.

256. In determining whether to pay no-fault benefits for the MRI scans conducted by Defendants MDI and Appleman, Plaintiffs relied on the assertions contained in the patient referral forms provided by the Defendant Clinics and Chiropractors to Defendants MDI and Appleman.

257. Plaintiffs were justified in relying on the representations of the Defendant Clinics and Chiropractors about the medical necessity and compensability of each MRI scan because each MRI referral from the Defendant Clinics and Chiropractors to Defendants MDI and Appleman appeared to be a facially valid MRI referral.

258. As seen by Exhibit 7, Plaintiffs sustained financial harm by relying on the aforementioned misrepresentations made by the Defendant Clinics and Chiropractors.

259. The Defendant Clinics and Chiropractors are therefore liable to Plaintiffs for the respective MRI scans that Plaintiffs paid in reliance on the respective misrepresentations of the Defendant Clinics and Chiropractors.

**COUNT 12 – CIVIL CONSPIRACY**  
**(ALL DEFENDANTS)**

260. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

261. A civil conspiracy exists when two or more people combine to accomplish an unlawful purpose or a lawful purpose by unlawful means. The conspiracy requires that an underlying tort be present.

262. Defendants MDI and Appleman combined with each Defendant Clinic and Chiropractor to increase their profits through the issuance and acceptance of MRI scans illegally incentivized by kickbacks.

263. The aforementioned combination is evidenced by agreements that include, but are not limited to, “Confidential Rental Agreements” where Defendant MDI and Appleman purport to pay each Defendant Clinic and Chiropractor for rent and the leasing of telephones, computers and other office equipment. (*See* Ex. 3). In reality, however, Defendants MDI and Appleman have not leased any office equipment and the “Confidential Rental Agreement” is a mere pretext for the payment of illegal kickbacks for patient referrals.

264. The combinations entered into by Defendants MDI and Appleman with the Defendant Clinics and Chiropractors resulted in the above-described torts of common law fraud, consumer fraud, no-fault fraud, and negligent misrepresentation.

265. Each Defendant Clinic and Chiropractic is therefore jointly and severally liable along with Defendants MDI and Appleman for any and all reimbursement paid by Plaintiffs to Defendants MDI and Appleman for the MRI scans that each Defendant Clinic and Chiropractic respectively referred to Defendant MDI. (*See* Ex. 7).



**COUNT 13– PIERCING OF THE CORPORATE VEIL**  
**(ALL DEFENDANTS)**

266. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

267. Each entity served as the mere instrumentality or alter, corporate ego of Defendant Appleman and the Defendant Chiropractors.

268. As described above, Defendants have systematically defrauded both Plaintiffs' insureds and Plaintiffs. As Defendant MDI and the Defendant Clinics have been used for the purpose of fraudulently obtaining money from Plaintiffs, the corporate veils of those entities may be pierced to hold Defendants Appleman and the Defendant Chiropractors liable for the acts of Defendant MDI and the Defendant Clinics.

**COUNT 14 – UNJUST ENRICHMENT**  
**(ALL DEFENDANTS)**

269. Plaintiffs re-allege, re-plead and incorporate by reference all paragraphs set forth above as if fully set forth herein.

270. As described above, Defendants billed Plaintiffs and misrepresented the medical necessities of MRI referrals.

271. Alternatively, Defendants either paid or received money for patient referrals.

272. Defendants subsequently received payments from Plaintiffs (directly or through the no-fault arbitration process) to compensate Defendants for the purportedly necessary and legal medical care.

273. The above facts, among others, demonstrate that Defendants knowingly received something of value to which they were not entitled.

274. In order to obtain payments from Plaintiffs, Defendants made misrepresentations to Plaintiffs' insureds and Plaintiffs and violated state law regarding medical kickbacks. Under such circumstances, it would be unjust for Defendants to retain the benefits paid by Plaintiffs.

275. Plaintiffs are therefore entitled to receive damages in amount that will be determined at trial to compensate Plaintiff for the money that each Defendant has unjustly received.

WHEREFORE, Plaintiffs pray for the judgment of this Court as follows:

276. Ordering Defendants Appleman and MDI to reimburse Plaintiffs for all the money Plaintiffs have paid to Defendants Appleman and MDI due to their violations of the Corporate Practice of Medicine Doctrine and the anti-kickback statutes;

277. Ordering the Count 3 Defendants to pay Plaintiffs in treble the damages Plaintiffs have suffered due to Defendants' respective participations in each kickback scheme;

278. Ordering each Defendant to pay Plaintiffs the damages Plaintiffs have suffered due to their respective participations in each kickback scheme;

279. Ordering Defendant Appleman that, as a lay individual, cannot own, manage, or otherwise operate any diagnostic imaging businesses;

280. Ordering that any and all outstanding balances purportedly owed by Plaintiffs to Defendants MDI and Appleman are void and uncollectible due to Defendants' knowing and intentional violation of the anti-kickback laws;

281. Ordering that all outstanding balances purportedly owed by Plaintiffs to Defendants MDI or Appleman are void and uncollectible due to the knowing and intentional violation of the Corporate Practice of the Medicine Doctrine by Defendants MDI and Appleman;

282. Awarding Plaintiffs' interest and costs, including attorneys' fees; and

283. Awarding Plaintiffs such other and further relief as the Court deems just.

STEMPEL & DOTY, PLC

Dated: October 14, 2013

By: /s/ Richard S. Stempel  
Richard S. Stempel, MN #161834  
Bradley L. Doty, MN # 276364  
Steven P. Pope, MN # 0390174  
Tony L. Douvier, MN # 0390184  
Benjamin B. Hanson, MN #0395039  
Attorneys for Plaintiff  
41 12th Avenue North  
Hopkins, MN 55343  
(952) 935-0908

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

STEMPEL & DOTY, PLC

Dated: October 14, 2013

By: /s/ Richard S. Stempel  
Richard S. Stempel, MN #161834  
Bradley L. Doty, MN # 276364  
Steven P. Pope, MN # 0390174  
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Attorneys for Plaintiff  
41 12th Avenue North  
Hopkins, MN 55343  
(952) 935-0908

**Mobile Diagnostic Imaging, Inc.**

6500 Barrie Road  
Edina, Minnesota 55435  
Phone: 1 952-920-6500  
Fax: 1 952-920-9702

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Patient Name	[REDACTED]	Case ID	[REDACTED]
Patient DOB	[REDACTED]	Referring Physician	[REDACTED]
Exam Date	04/14/2011	Exam Description	MR - Lumbar Spine w/o Contrast

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HISTORY: Low back pain.

TECHNICAL FACTORS: Long- and short-axis fat- and water-weighted Images were performed.

FINDINGS: There is no evidence of abnormal marrow signal. The distal cord and conus are normal in appearance. All lumbar discs appear well hydrated, and there is no evidence of disc herniation or extrusion. T11-T12, T12-L1, L1-L2, and L2-L3 are unremarkable.

L3-L4 bilateral facet joint capsular edema is identified.

L4-L5 degenerative facet arthropathy of mild severity is accompanied by bilateral L4 spondylolysis without appreciable L4 anterolisthesis. No evidence of active posterior osseous stress fracture. Bilateral facet capsular edema is noted, more pronounced on the right side.

L5-S1 degenerative facet arthropathy of mild severity is demonstrated without substantive foraminal stenosis.

**CONCLUSION:**

1. Bilateral L4 spondylolysis without evidence of L4 anterolisthesis or active posterior stress injury.
2. No evidence of compressive discopathy.
3. Bilateral facet joint capsulitis at L3-L4 and L4-L5, right greater than left at L4-L5.

Thank you for the opportunity to provide your interpretation.

*Bryan K. Hosler* DACBR, FACCR

*Stephen J. Pomeranz* MD

Bryan K. Hosler, DACBR  
Stephen J. Pomeranz, MD

BH/SJP/cs  
D: BH 04/18/2011 4:24 PM  
T: CS 04/18/2011 4:36 PM

**MRI INTERVIEW/SCREENING FORM**

(to be filled out by patient and given to the technologist in the MRI)

Because of the presence of a magnetic field, tell us of any metallic objects that have been surgically implanted into your body. An accurate surgical and medical history is needed, therefore. Magnetically attracted objects being worn must be removed before entering the MRI suite. You may lock up your belongings.

We would like to know if you have any of the items listed below. Please check the appropriate responses.

YES	NO		YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cardiac Pacemaker	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Eye prosthesis
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Body Piercing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hearing aid
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other known possible metal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dentures
		fragments in the head, eye or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Middle ear prosthesis
		body (ex: welders, machinists,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Metal mesh
		sheet metal workers)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wire Sutures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Neurostimulator (TENS unit)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	War injury or gunshot wound
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other implanted electrodes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Known or possible pregnancy
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pumps, or electronic devices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Penile Prosthesis
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Diabetic insulin pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Joint or limb replacement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Brain aneurysm clip (history	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fractured bones treated with
		of brain surgery)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	metal rods, metal plates, pins,
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Shunt	<input type="checkbox"/>	<input checked="" type="checkbox"/>	screws, nails or clips
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seizures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Harrington rods
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heart Bypass Surgery	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prosthesis (ex: artificial limbs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Heart Valve Surgery	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permanent eye liner
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cardiac Arrhythmias	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wig
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other heart surgeries	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Make-up with metallic fragments
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Abdominal aneurysm clip	<input type="checkbox"/>	<input checked="" type="checkbox"/>	History of Cancer
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other abdominal surgeries	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	IUD			

I have read the above information and answered the preceding questions to the best of my knowledge. I hereby give my consent to have a Magnetic Resonance Image scan. Any questions I may have had were directed to my doctor or the mobile MRI staff.

Date: \_\_\_\_\_ Patient or Parent/Guardian Signature: \_\_\_\_\_

**MEDICAL LIEN**

(Must be filled out in all car accident cases)

To: Attorney/Law Firm

Attorney Name: \_\_\_\_\_

Attorney Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_ suffering injuries sustained in an accident which occurred on, \_\_\_\_/\_\_\_\_/\_\_\_\_, authorize and direct my attorney and/or insurance carrier to pay to, MDI, Inc./DI, Inc. any unpaid or denied portion(s) of the fees for medical services incurred directly or indirectly in connection with my case, from the first funds collected upon settlement or judgment of my case. This medical lien is not intended to release me from my obligation to pay for these fees in the event there is no settlement or judgment or if the settlement or judgment is insufficient. Further, I hereby authorize MDI, Inc./DI, Inc. to furnish you with a full report of my medical examination, diagnosis, treatment, prognosis, etc, including copies of all medical records you request in connection with the above mentioned accident.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_  
Patient or Parent/Guardian Signature\_\_\_\_\_  
Print Patient's Name

To: Attorney

The undersigned, being the attorney of record for the above patient, does hereby agree to observe all the terms of the above and to withhold such sums from any settlement, judgment or verdict as may be necessary to adequately protect MDI, Inc./DI, Inc.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_  
Attorney's Signature\_\_\_\_\_  
Attorney's Telephone #

## Mobile Diagnostic Imaging, Inc.

6500 Barrie Road, Suite 150

Edina, MN 55435

952/920-6500

### Confidential Rental Agreement

Mobile Diagnostic Imaging, Inc ("MDI") will lease the premises, equipment, personnel, services, and supplies at 1501 Riverwoods Dr. Burnsville, MN (Premises) which is leased or owned by Dr. Kathy Bloom ("Clinic") as designated on Schedules A & B, according to the following terms:

1. **Leased Premises and Equipment:** MDI shall be entitled to (a) the exclusive use of the five parking spaces designated on Schedule A (b); the use of the reception area on Schedule A; (c) the use of equipment and supplies listed on Schedule B; (d) and the use of all common areas at the Premises (i.e., waiting rooms, lavatories, reception, files, etc.) on a one day a month basis.
2. **Leased Personnel, Services, and Supplies:** The Clinic agrees to provide, or cause to be provided to MDI, in addition to Premises and Equipment, the use of the following: (i) personnel (ii) maintenance of the Premises and equipment including housekeeping and janitorial services; (iii) record storage; (iv) necessary utility services (including telephone, fax, and Email) for the Premises; and (v) patient information sheets, including but not limited to address, telephone, date of birth, and insurance identification. MDI shall be responsible for all costs of the radiologist, the technologist, CD ROM, and the operation of the mobile unit.
3. **Term:** The term of this Agreement shall commence as of 02/09/11 (the "Commencement Date") or when the first Mobile MRI services commence and shall continue for a period of one (1) year.
4. **Fees:** MDI shall pay The Clinic a use fee of \$800.00. This fee is to be paid 60 days following each use of the premises, equipment, personnel, services, and supplies for a scanning day. Such fees shall be inclusive of any applicable sales and/or use taxes.
5. **Insurance:** MDI agrees to keep in full force and effect comprehensive public liability in the amount of not less than two million (\$2,000,000.00).
6. **Termination:** This Agreement may be terminated at any time by either party, without cause, on 30 days prior written notice. This Agreement may also be terminated by either party in the event of the material breach of the terms of this Agreement (if such breach has not been cured within ten (10) days after written notice thereof), or for other good and valid cause as determined by the respective parties. Upon any such termination, The Clinic shall be entitled to receive the accrued but unpaid fees owed to it as of the date of termination and shall not be entitled to any additional payments hereunder or otherwise.

EXHIBIT 3

7. **Licenses and Permits, Maintenance of Equipment:** The Clinic agrees to maintain the Premises (including all equipment located therein) in good working order in compliance with all applicable federal and state laws, including, without limitation, the rules and regulations established by the Minnesota Department of Health, and shall obtain all necessary permits and other licenses as may be required under the laws of the State of Minnesota.
8. **Records:** All records, with respect to Clinic patients shall belong to The Clinic.
9. **Assignment and Subletting:** MDI and The Clinic shall have the right to assign this Agreement or sublet all or any portion of the Premises and Services provided hereunder to an affiliated entity or to an entity providing medical and/or health related services.
10. **Confidentiality:** This Agreement is confidential. It cannot be released to third parties without the expressed written consent of MDI.
11. **Laws:** This Agreement shall be governed by the laws of the State of Minnesota without giving effect to the rules of conflicts of law.
12. **Other Terms:**

By your signature below, please confirm that the foregoing accurately sets forth our agreement.

**Agreed and accepted:**

By: Kathleen Bloom 2/9/11  
DC Date

By: Michael Appleman 02/09/11  
Michael Appleman Date  
Mobile Diagnostic Imaging, Inc



**SCHEDULE A**

(Leased Parking and Reception Area)

Diagram the Leased Parking Area:

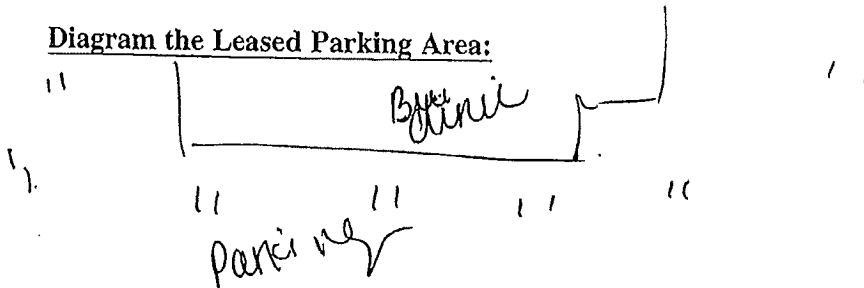
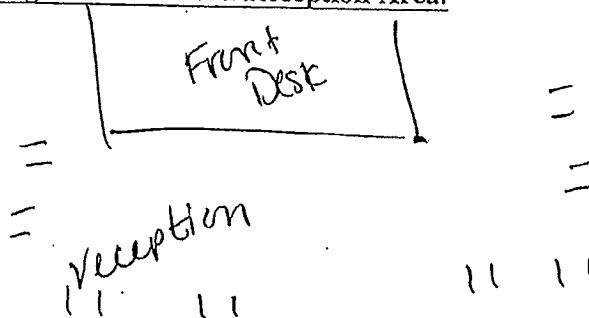


Diagram the Leased Reception Area:



**SCHEDULE B**

(Leased Equipment and Office Supplies)

Number of Telephones: 5

Number of Fax Machines: 1

Number of Computers: 6

Number of Copiers: 3

Internet Access Yes ✓ No       

General Office Equipment: Yes ✓ No         
(calculators, staplers, etc.)

General Offices Supplies: Yes ✓ No         
(paper, pens, pencils, clips, tape, etc.)

bloomwhite@earthlink.net  
bloomchiro@yahoo.com

## Rent Checks

-All doctors who scanned for the day with 2 or more scans get a check regardless of insurance.

-Log into Quickbooks for MDI. Write and in memo line put date the scans were done.

-Print checks and put on Michaels desk for signature in a yellow folder.

-Log into doctors rent Excel spreadsheet.

-Click "start"

-Click "my network places"

-Click "public on server"

-Click "user documents."

-Click "MDI Dr's"

-Click "Clinic Rent"

-Click on the year and then the month and records Dr's name and number of scans and rent amount and Y if check was sent out or N if not sent out.

[REDACTED]	300
Anderson	700
[REDACTED]	725
[REDACTED]	800
[REDACTED]	700
Atkinson	850
[REDACTED]	700
[REDACTED]	700
Bloom	800
Boerjan	800
[REDACTED]	700
Boke	600
Brandt	700
[REDACTED]	700
[REDACTED]	700
Caspers	700
[REDACTED]	700
[REDACTED]	825
[REDACTED]	700
Currier	800
Danielson	800
Davidson	700
DeHaven	700
[REDACTED]	700
[REDACTED]	600
Edwards	800
Engel	600

[REDACTED]	700
[REDACTED]	700
[REDACTED]	900
[REDACTED]	700
[REDACTED]	700
[REDACTED]	700
Moe	700
[REDACTED]	800
[REDACTED]	700
[REDACTED]	800
[REDACTED]	700
[REDACTED]	600
[REDACTED]	700
Nguyen	700
[REDACTED]	800
[REDACTED]	700
[REDACTED]	800
[REDACTED]	700
Ottomeyer	700
Pearson	700
[REDACTED]	700
[REDACTED]	700
Poser	800
Reeve	800
[REDACTED]	800
[REDACTED]	600
Ruhland	800
[REDACTED]	700

Engel (@ office)	700
	700
	700
	700
	600
Gifford	800
	700
	700
Gonsowski	800
	700
Hall	700
	700
Harstad	800
	700
Jackson	700
Johnson	700
	700
M Johnson	800
	700
Karg	800
Kilpatrick	700
Kirking	900
	800
	700
	700
	700
	800
	700
Kvam	700
Lamppa	700
	250
	800
	300
	700
Magelssen	800
	700
Mayo	700
















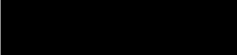

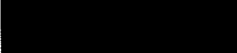

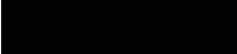



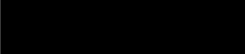

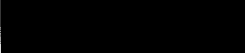



	700
Saunders both	700
Scheldeman	825
Schneider	825
	700
Shinder	700
Souza	700
Starbuck	600
Stoffels	700
	700
	700
Tran	700
Valentini	700
	700
	700
Virga	600
	700
	700
	600

Note: Currier and Gifford get separate rent checks. Dr. Mon's check goes to Gifford

Note: Shinder and Valentini get separate rent checks
























Note: Danielson, [REDACTED] And [REDACTED] get separate rent checks

/ANALYST 2011/11/11






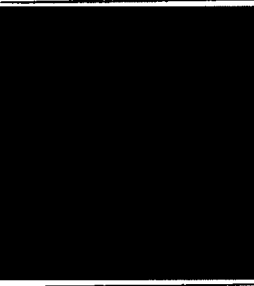

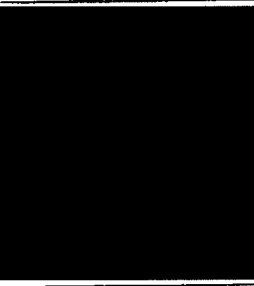

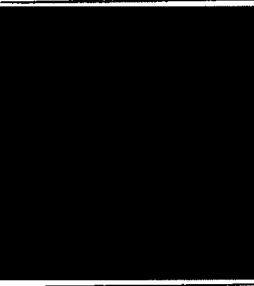

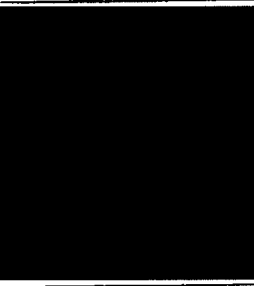

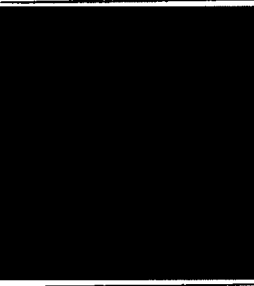




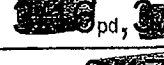


















DOCTOR	SCAN DATE	# of SCANS	RENT DUE	
Reeve	1/4	5	\$ 800.00	
Stoffels		2	\$ 700.00	
	 1/14	2,5	\$ 1,400.00	
Engel	1/6np, 1/10pd, 1/11pd, 1/21pd	1,5,3,4	\$ 1,800.00	all paid
Poser	1/6pd, 1/13pd, 1/26pd, 1/31pd	3,6,2	\$ 1,400.00	all pd
Nguyen	1/6 <sub>pd</sub> , 1/20 <sub>pd</sub>	2,2	\$ 1,400.00	all paid
Danielson		3,1edu	\$ 800.00	
		1	\$ -	
Boke	1/10 <sub>pd</sub>	2	\$ 600.00	all paid
Valentini	 <sub>pd</sub>	4	\$ 700.00	all paid
Shinder		1	\$ 700.00	
	1/12 <sub>np</sub>	1	\$ -	
Ruhland	1/13	4	\$ 800.00	
DeHaven	1/15	3	\$ 700.00	
Boerjan	1/17	6	\$ 800.00	
	1/19	3	\$ 700.00	
	1/20	3	\$ 700.00	
Virga	1/21	2 brian	\$ -	
	 <sub>pd</sub>	3	\$ 700.00	
		2	\$ 700.00	
	 <sub>np</sub>	1	\$ -	
		3	\$ 700.00	
		2	\$ 700.00	
Ottomeyer		4	\$ 700.00	
Karg	1/25	5	\$ 800.00	
Virga	1/26	2	\$ 600.00	
	1/27	4	\$ 700.00	
		4	\$ 700.00	
		2	\$ 800.00	
		1	-	
Tran	1/31	2	\$ 700.00	pd

Educationa	1/7	1	\$ -
Genex	1/6, 1/19	1, 1	\$ -
outside	1/7	1	\$ -
<b>Total</b>		<b>114</b>	<b>\$ 21,800.00</b>
<b>Checks Cut &amp; Sent</b>			<b>\$ (6,600.00)</b>
<b>Total being Sent in Alert</b>			<b>\$ 15,200.00</b>

FEBURARY 2011 Kent

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	
Anderson		1	-	
Stoffels		2	\$ 700.00	
Danielson		2	\$ 800.00	
		2	\$ 300.00	
Gifford	 2/28	2,3	\$ 1,600.00	
Nguyen	2/3pd, 2/17pd, 2/24pd	4,4,4	\$ 2,100.00	all pd
Kirking	 pd	3	\$ 900.00	all pd
		2	\$ 700.00	
Schneider		3	\$ 825.00	
Boke	2/5pd	2	\$ 600.00	all pr
Atkinson		4	\$ 850.00	
Engel	 pd, 2/17NP, 2/24pd	3,1,4	\$ 1,200.00	all pd
Valentini	 pd	3	\$ 700.00	all pd
Shinder	 pd per MA/BI	1	\$ 700.00	all pd
	 pd	2	\$ 700.00	all pd
Souza	 pd	2	\$ 700.00	all pd
Caspers	2/10	5	\$ 700.00	
Boerjan	2/11	6	\$ 800.00	
	2/14	3	\$ 700.00	
Bloom	 pd	3	\$ 800.00	all pd
Karg		4	\$ 800.00	
Poser	2/16pd	6	\$ 700.00	all pd
	2/18	10	\$ 700.00	
	2/23	3	\$ 700.00	
	2/25	5	\$ 825.00	
outside	2/14	2	-	
		101		
<b>Total</b>			<b>\$ 20,100.00</b>	
<b>Checks Cut &amp; Sent</b>			<b>\$ (9,100.00)</b>	
<b>Total being Sent in Alert</b>			<b>\$ 11,000.00</b>	

MAR 2011 REEL

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	
Anderson	3/1	3	\$ 700.00	
	3/2	2	\$ 700.00	
Virga		1	\$ 600.00	
Harstad		5	\$ 800.00	
Perry/Salmi	3/4	4	\$ 700.00	
Moe	 pd	2	\$ 700.00	paid
	<del>3/5</del> , <del>3/10</del> , 3/25	1,2,1	\$ 250.00	
Nguyen	3/8pd, <del>3/10</del> pd, 3/31pd	2,4,4	\$ 2,100.00	paid
		1	\$ -	
		4	\$ 700.00	
	 pd	1	\$ 800.00	paid
		3	\$ 700.00	
	 pd	2	\$ 700.00	paid
Souza	 pd, 3/25pd	2,2	\$ 1,400.00	paid
Karg	3/15	4	\$ 800.00	
Gonsowski	 pd	3	\$ 800.00	paid
Poser	 pd	5	\$ 800.00	paid
Engel	 pd,  pd	4,3	\$ 1,200.00	paid
Valentini		2	\$ 700.00	
Boerjan	 pd	3	\$ 800.00	paid
		2	\$ 800.00	
Ottomeyer	3/19pd	4	\$ 700.00	paid
		1	\$ -	
		1	\$ -	
Reeve	3/22pd	5	\$ 800.00	paid
Scheideman	 pd	6	\$ 825.00	paid
Brandt	 pd	7	\$ 700.00	paid
Gifford	 pd	1	\$ 800.00	
	 pd	3	\$ 800.00	paid
Schneider		3	\$825.00	paid 6/8/11
		1	\$ -	
	3/26	2	\$ 700.00	

[REDACTED]	3/26	1	\$ -
Danielson	3/28	2	\$ 800.00
[REDACTED]	3/29	2	\$ 700.00
[REDACTED]	3/30	2	\$ 700.00
Bloom	3/30	1	\$ 800.00
[REDACTED]	3/30	4	\$ 800.00
outside	3/24,3/28	1,1	\$ -
<b>Total</b>			<b>\$ 26,700.00</b>
<b>Checks Cut &amp; Sent</b>			<b>\$ (13,125.00)</b>
<b>Total being Sent in Alert</b>			<b>\$ 13,575.00</b>



## APRIL 2011 Rent

DOCTOR	SCAN DATE	# of SCANS	RENT DUE
Bloom	4/1	3	\$ 800.00
Anderson	4/5	2	\$ 700.00
Poser	4/5pd, 4/25pd	2,5	\$ 1,600.00
Mayo	4/6	4	\$ 700.00
	4/6	2	\$ 800.00
	4/7pd	3	\$ 700.00
Virga	4/7	8	\$ 600.00
	4/8	1	\$ 700.00
Hall	4/8	2	\$ 700.00
	4/8, 4/25, 4/29	2,3,6	\$ 2,100.00
DeHaven	4/9	4	\$ 700.00
Boerjan	4/11	2	\$ 800.00
Gonsowski	4/12	2	\$ 800.00
Shinder	4/12pd	2	\$ 700.00
Danielson	4/13	2	\$ 800.00
Lieberman	4/14, 4/30	5,2	\$ 500.00
ottomeyer	4/15pd	6	\$ 700.00
moe	4/16pd	4	\$ 700.00
Nguyen	4/18, 4/26pd	4,5	\$ 1,400.00
	4/19	2	\$ 700.00
	4/19	2	\$ 700.00
	4/19	2	\$ 700.00
karg	4/19	4	\$ 800.00
caspers	4/20	3	\$ 700.00

all paid

paid

all paid

all paid

all paid

4/26 paid

atkinson	4/20	2	\$	850.00
	4/21	5	\$	700.00
	4/21	4	\$	700.00
	4/22	5	\$	700.00
valles	4/23 <sup>pd</sup>	2	\$	700.00
scheidemar	4/27	2	\$	825.00
currier	4/27	4	\$	800.00
gifford	4/27	5	\$	800.00
	4/28	5	\$	700.00
Kilpatrick	4/29	4	\$	700.00
Boke	4/30	2	\$	600.00
outside	4/7, 4/27, 4/22	1,1,1	\$	-
<b>Total</b>			\$	<b>28,175.00</b>
<b>Checks Cut &amp; Sent</b>			\$	<b>(7,200.00)</b>
<b>Total being Sent in Alert</b>			\$	<b>20,975.00</b>

all paid

## MAY 2011 Rent

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	
[REDACTED]	5/3 <sub>pd</sub> , 5/6 <sub>np</sub> , 5/31	2,1,1	\$ 825.00	paid
Stoffels	5/3	3	\$ 700.00	
[REDACTED]	5/4, 5/13	4,3	\$ 700.00	
[REDACTED]	5/4 <sub>pd</sub>	3	\$ 725.00	paid
Virga	5/5	1	\$ -	
Gonsowski	5/6 <sub>pd</sub>	5	\$ 800.00	paid
Engel	5/6 <sub>pd</sub>	2	\$ 600.00	paid
Shinder	5/6	2	\$ 700.00	
Engen	5/9	2	\$ 700.00	
Nguyen	5/9 <sub>pd</sub> , 5/31	4,2	\$ 1,400.00	5/9 paid
Magelson	5/10 <sub>pd</sub> , 5/16 <sub>np</sub>	3,1	\$ 800.00	paid
Souza	5/11	2	\$ 700.00	
[REDACTED]	5/11	1	\$ -	
[REDACTED]	5/11	2	\$ 700.00	
[REDACTED]	5/12	5	\$ 800.00	
[REDACTED]	5/13 <sub>pd</sub>	2	\$ 800.00	paid
[REDACTED]	5/13 <sub>np</sub>	1	\$ -	
[REDACTED]	5/13	2	\$ 700.00	
[REDACTED]	5/13	2	\$ 700.00	
Poser	5/16 <sub>pd</sub> , 5/18 <sub>np</sub>	4,2	\$ 800.00	paid
Karg	5/17	4	\$ 800.00	
[REDACTED]	5/18 <sub>pd</sub> , 5/19 <sub>np</sub>	2,1	\$ 700.00	paid
[REDACTED]	5/19	4	\$ 800.00	PAID
[REDACTED]	5/20 <sub>pd</sub>	5	\$ 700.00	
Boke	5/26	2	\$ 600.00	
[REDACTED]	5/26	2 tpi hrd shp	\$ 700.00	
Ottomeyer	5/27 <sub>pd</sub>	8	\$ 700.00	paid
Outside	5/9, 5/19	1,1		
<b>Total</b>		<b>33</b>	<b>\$ 18,150.00</b>	
<b>Checks Cut &amp; Sent</b>			<b>\$ (7,450.00)</b>	
<b>Total being Sent in Alert</b>			<b>\$ 10,700.00</b>	

JUNE 2011 Rent

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	
[REDACTED]	6/1pd	2	\$ 725.00	paid
[REDACTED]	6/1	2	\$ 700.00	paid
[REDACTED]	6/2pd	3	\$ 700.00	paid
Boerjan	6/3pd	7	\$ 800.00	paid
[REDACTED]	6/4pd,6/20np	5,1	\$ 700.00	paid
[REDACTED]	6/6pd	2	\$ 700.00	paid
Gonsowski	6/7pd,6/15np,6/27pd	5,1,2	\$ 1,600.00	paid
Moe	6/11pd	2	\$ 700.00	paid
[REDACTED]	6/11pd	2	\$ 700.00	paid
Gifford	6/13pd	5	\$ 800.00	paid
Souza	6/13	1	\$ -	
Kvam	6/13pd	2	\$ 700.00	paid
[REDACTED]	6/14	5	\$ 700.00	paid
Nguyen	6/15pd	4	\$ 700.00	paid
Poser	6/15np,6/27pd	1,2	\$ 800.00	paid
Anderson	6/17	2	\$ 700.00	paid
Ottomeyer	6/17pd	5	\$ 700.00	paid
Kilpatrick	6/17pd	3	\$ 700.00	paid
[REDACTED]	6/18np	2	\$ -	
[REDACTED]	6/20pd	5	\$ 300.00	paid
Danielson	6/20pd	2	\$ 800.00	paid
Reeve	6/21	6	\$ 800.00	paid
Harel	6/22	2	\$ 700.00	paid
DeHaven	6/23	5	\$ 700.00	paid
Peterson	6/23	2	\$ 700.00	paid
[REDACTED]	6/23	1	\$ -	
Engel	6/24	1	\$ -	
Jackson	6/25	1	\$ -	
[REDACTED]	6/28	4	\$ 700.00	paid
outside	6/2, 6/6, 6/13,6/14,6/20,6/23,6/24	1,1,2,1,1,1,1	\$ -	
<b>Total</b>			<b>\$ 17,825.00</b>	
<b>Checks Cut &amp; Sent</b>			<b>\$ (12,125.00)</b>	
<b>Total being Sent in Alert</b>			<b>\$ 5,700.00</b>	

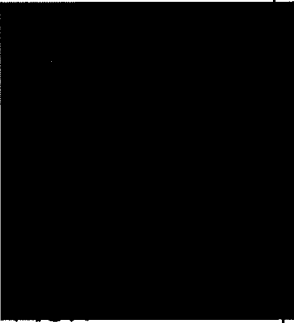


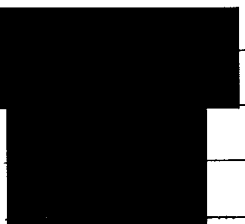
## JULY 2011 Rent

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	CUT	SENT OUT
KARG	7/8	5	\$800.00	Y	
JACKSON	7/9	5	\$ 700.00	Y	
MAGELSEN	7/11	2	\$ 800.00	Y	
	7/12	3	\$ 700.00	Y	14-Jul
SCHEIDEMAN	7/13	3	\$ 825.00	Y	19-Jul
POSER	7/14	5	\$ 800.00	Y	19-Jul
KARG	7/19	5	\$ 800.00	Y	
	7/15	9	\$700.00	Y	
	7/15	3	\$ 700.00	Y	
	7/15	2	\$ 700.00	Y	
OTTOMEYER	7/20	6	\$ 700.00	Y	20-Jul
	7/21	2	\$ 800.00	Y	
GIFFORD	7/22	4	\$ 800.00	Y	22-Jul
EDWARDS	7/23	5	\$ 800.00	Y	25-Jul
BOKE	7/24	6	\$ 600.00	Y	MA HA
BOKE	7/25	2	\$ 600.00	Y	27-Jul
ENGEL	7/25	3	\$ 600.00	Y	27-Jul
NGUYEN	7/26	4	\$ 700.00	Y	27-Jul
GONSOWSKI	7/26	4	\$ 800.00	Y	27-Jul
ANDERSON	7/30	2	\$ 700.00	Y	1-Aug
OTTOMEYER	7/30	3	\$ 700.00	Y	1-Aug
	7/29	2	\$ 700.00	Y	1-Aug
	7/28	2	\$ 700.00	Y	
MAGELSEN	7/28	2	\$ 800.00	Y	20-Oct
<b>Total</b>			<b>\$ 16,725.00</b>		
<b>Checks Cut &amp; Sent</b>					
<b>Total being Sent in Alert</b>			<b>\$ 16,725.00</b>		



Checks Cut & Sent				
Total being Sent in Alert		\$ 19,825.00		

SEPTEMBER 2011 RENT

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	Sent
	9/2		\$ 800.00	2-Sep
	9/7		\$ 700.00	7-Sep
	9/8	3	\$ 700.00	8-Sep
	9/8	7	\$ 700.00	8-Sep
	9/9	1	\$ 900.00	9-Sep
	9/9	2	\$ 800.00	9-Sep
KARG	9/10	4	\$ 800.00	5-Oct
Hall	9/12	2	\$ 700.00	12-Sep
	9/12	2	\$ 700.00	12-Sep
	9/12	2	\$ 700.00	12-Sep
Boerjan	9/14	4	\$ 800.00	15-Sep
Kuntz	9/16	2	\$ 700.00	16-Sep
Ottomeyer	9/16	1	\$ 700.00	19-Sep
Tran	9/18	3	\$ 700.00	19-Aug
Hall	9/19	3	\$ 700.00	21-Sep
Schnieder	9/21	3	\$ 825.00	22-Sep
Valentini	9/23	3	\$ 700.00	26-Sep
Moe	9/23	2	\$ 700.00	26-Sep
	9/24	4	\$ 700.00	26-Sep
Tran	9/25	2	\$ 700.00	26-Sep
Karg	9/27	7	\$ 800.00	27-Sep
	9/28	4	\$ 700.00	29-Sep
	9/29	9	\$800.00	30-Sep
	9/30	2	\$ 700.00	1-Oct
	9/30	2	\$ 700.00	1-Oct
<b>Total</b>			<b>\$ 18,425.00</b>	
<b>Checks Cut &amp; Sent</b>				



<b>Total being Sent in Alert</b>	<b>\$ 18,425.00</b>
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## OCTOBER 2011 RENT

DOCTOR	SCAN DATE	# of SCANS	RENT DUE	
Moe	10/1	4	\$ 700.00	Y
Nguyen	10/3	3	\$ 700.00	Y
[REDACTED]	10/4	2	\$ 700.00	Y
Danielson	10/4	4	\$ 800.00	Y
[REDACTED]	10/5	4	\$ 700.00	Y
Hall	10/6	4	\$ 700.00	Y
Gonsowski	10/7	1	\$ 800.00	Y
Ottomeyer	10/10	2	\$ 700.00	Y
Virga	10/10	2	\$ 600.00	Y
Tran	10/11	2	\$ 700.00	Y
Nguyen	10/12	4	\$ 700.00	Y
Moe	10/12	2	\$ 700.00	Y
Danielson	10/12	2	\$ 800.00	Y
Caspers	10/13	4	\$ 700.00	Y
[REDACTED]	10/14	5	\$ 700.00	Y
[REDACTED]	10/14	2	\$ 700.00	Y
[REDACTED]	10/17	2	\$ 700.00	Y
[REDACTED]	10/17	4	\$ 700.00	Y
Karg	10/18	5	\$ 800.00	Y
Danielson	10/19	2	\$ 800.00	Y
[REDACTED]	10/19	2	\$ 800.00	Y
Boke	10/23	4	\$ 600.00	Y
Nguyen	10/24	2	\$ 700.00	Y
[REDACTED]	10/25	6	\$ 700.00	Y
Ottomeyer	10/26	3	\$ 700.00	Y
Virga	10/27	3	\$ 600.00	Y
Schnieder	10/31	2	\$ 825.00	Y
<b>Total</b>			<b>\$ 19,325.00</b>	
<b>Checks Cut &amp; Sent</b>				
<b>Total being Sent in Alert</b>			<b>\$ 19,325.00</b>	

## Checks Cut & Sent

**BEFORE THE MINNESOTA  
BOARD OF CHIROPRACTIC EXAMINERS**

In the Matter of the license of:  
ASSIAT BOKE, D.C.  
License No. 4589

**AGREEMENT FOR  
CORRECTIVE ACTION**

This Agreement is entered into by and between Assiat Boke, D.C. ("Licensee"), and the Complaint Panel ("Panel") of the Minnesota Board of Chiropractic Examiners ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6 (a). Licensee has been advised by Board representatives that Licensee may choose to be represented by legal counsel in this matter. Licensee was represented by Todd A. Crabtree of Crabtree Law Firm, P.A. The Committee was represented by Bryan Huffman, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101. Licensee and the Panel hereby agree as follows:

**I.**

**FACTS**

This Agreement is based upon the facts that Licensee entered into a contract with a mobile diagnostic imaging company ("company"). The contract provided that Licensee would receive payments from the company in months which the company parked its mobile magnetic resonance imaging coach ("coach") in the parking lot of a public shopping mall near Licensee's practice ("specified location"). The company only parked its coach at these locations, and made payments to Licensee, in months which Licensee referred her patients to the company to have scans completed. The Panel concludes that such payments are a violation of the Chiropractic Practice Act. The arrangement between Licensee and the company was designed as follows:

EXHIBIT 6

A. Licensee received a \$600 payment for each month she arranged for the company to park a coach at the specified location. Licensee only made this arrangement when she sent patients to the company for scans. Furthermore, Licensee did not own the specified location and lacked authority to rent the location to the company.

B. The majority of the \$600 payment was identified as rent of Licensee's personnel, equipment, and other services provided by Licensee and her staff, such as examinations, insurance verification, scheduling, etc. These services are a part of standard chiropractic practice and are provided regardless of Licensee's contract with the company.

C. The contract also provided that a portion of the payment included use of Licensee's office space, facilities, waiting rooms, bathrooms, and file storage, among other things. However, these amenities were already provided by Licensee as a part of her standard overhead for doing business. Furthermore, these amenities are provided without a separate charge to patients or insurers.

D. The company often parked its coach at another location rather than the public parking lot associated with Licensee's clinic. Therefore, patients and the company were not in a position to utilize Licensee's facilities at the time of the services for which rent was received.

E. If the patient needed a scan sooner than the company could arrange for a coach to be at the specified location, the patient would be sent to another location so that the company could complete a scan for the patient. Licensee, however, still received a \$600 payment even though the scan was not completed at the specified location.

## II.

### CORRECTIVE ACTION

Based on the available information and the discussion at the Board conference with Licensee on September 13, 2012, the Complaint Panel has determined that Licensee's contract with the company is a violation of Minnesota Statutes section 148.10, subd. 1(a)(16). Licensee agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action. Licensee agrees to address the concerns identified by taking the following corrective actions:

A. Licensee must complete at least 100 hours of preapproved community service as outlined below:

1. One hundred hours of community service must be completed within one year from the date of this Agreement.
2. Prior to commencing community service, Licensee must submit a written proposal to the Panel for preapproval. The proposal must include the following: (a) the name of the organization to receive the service hours; (b) an outline of duties to be completed; (c) anticipated dates that Licensee will render services to the organization; (d) and a supervisor who has agreed to monitor the Licensee's community service with the organization.
3. Community service hours may not be related to in any manner to Licensee's practice or to healthcare in general.
4. The supervisor for the organization receiving the community service hours must submit a written acknowledgement of the above conditions and duties, agree to monitor Licensee's compliance, and agree to submit a written report verifying compliance.

B. Licensee must enroll in and successfully complete the Problem Based Ethics Program ("ProBE") within six (6) months of the date of this Agreement. Information about ProBE can be found online at <http://www.cpepdcc.org/probe/>. Failure to obtain an assessment of *unconditional pass* will be considered a violation of this Agreement.

C. Following completion of ProBE, Licensee must enroll in and successfully complete the National Board of Chiropractic Examiners Post Licensure Examination in Ethics and Boundaries ("NBCE Examination") within six (6) months of the date of this Agreement. The program information may be found online at <https://www.nbce.org/>. Failure to obtain a passing score in all five sections of the NBCE Examination will be considered a violation of this Agreement.

D. Upon Licensee's satisfactory completion of the corrective action referred to in paragraph II.A, II.B. and II.C. above, the Complaint Panel agrees to close the complaint(s) resulting in the findings referred to in paragraph I.

E. If Licensee fails to satisfactorily complete the corrective action or if the Complaint Panel receives additional complaints similar to the allegations described in this Agreement, the Complaint Panel may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes Chapters § 148, 214, and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under Minnesota Statutes section 148.104. In any subsequent proceeding, the Complaint Panel may use as proof of the allegations of paragraph I. Licensee's agreements herein.

F. Licensee understands that this Agreement does not constitute disciplinary action. Licensee further understands and acknowledges that this Agreement and any letter of satisfaction are classified as public data.

G. Licensee hereby acknowledges having read and understood this Agreement and having entered into it voluntarily. Licensee understands that she may consult with private counsel prior to signing this Agreement. This Agreement contains the entire agreement between the Complaint Panel and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Dated: 4-2-13, 2013      Dated: April 10,, 2013

Assiat Boke, D.C.  
ASSIAT BOKE, D.C.  
Licensee

Larry A. Spicer, D.C.  
LARRY A. SPICER, D.C.  
Executive Director  
For the Complaint Panel



**BEFORE THE MINNESOTA  
BOARD OF CHIROPRACTIC EXAMINERS**

In the Matter of the license of:  
STEVE DENNIS POSER, D.C.  
License No. 4348

**AGREEMENT FOR  
CORRECTIVE ACTION**

This Agreement is entered into by and between Steve D. Poser, D.C. ("Licensee"), and the Complaint Panel ("Panel") of the Minnesota Board of Chiropractic Examiners ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6 (a). Licensee has been advised by Board representatives that Licensee may choose to be represented by legal counsel in this matter. Licensee was represented by Thomas D. Jensen of Lind Jensen Sullivan & Peterson in Minneapolis Minnesota. The Committee was represented by Bryan Huffman, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101. Licensee and the Panel hereby agree as follows:

**I.**

**FACTS**

This Agreement is based upon the facts that Licensee entered into a contract with a mobile diagnostic imaging company ("company"). The contract provided that Licensee would receive payments from the company in months which the company parked its mobile magnetic resonance imaging coach ("coach") in the parking lot associated with Licensee's practice ("specified location"). The company only parked its coach at these locations, and made payments to Licensee, in months which Licensee referred his patients to the company to have

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scans completed. The Panel concludes that such payments are a violation of the Chiropractic Practice Act. The arrangement between Licensee and the company was designed as follows:

A. The contracts provided that Licensee was to designate a specified location where the company could park its coach and perform scans on Licensee's patients. Under the first contract, the specified location was a liquor store parking lot owned by Licensee. The second contract provided that the specified location was a strip mall parking lot. Licensee did not own the strip mall parking lot. In fact, Licensee gave a portion of the payment to the owner of the parking lot as compensation for allowing the company to park the coach there.

B. Licensee only received payments when he arranged for the coach to park at the specified location. However, Licensee only made these arrangements when he sent patients to the company for scans. Accordingly, Licensee only received payments when he sent patients to the company for scans.

C. A majority of the payment was identified as rent of Licensee's personnel, equipment, and other services provided by Licensee and his staff, such as examinations, insurance verification, scheduling, etc. These services are a part of standard chiropractic practice and are provided regardless of Licensee's contract with the company.

D. The contracts also provided that a portion of the payment included use of Licensee's office space, facilities, waiting rooms, bathrooms, and file storage, among other things. However, these amenities were already provided by Licensee as a part of his standard overhead for doing business. Furthermore, these amenities are provided without a separate charge to patients or insurers.

E. Under both contracts, Licensee's clinic was located 25-30 minutes away from the specified location. Therefore, neither the patients nor the company was in a position to utilize Licensee's personnel, office space, equipment, facilities, or administrative services.

F. Licensee admitted that utilizing the company was a business decision because he could use the payments for clinic operating expenses.

## II.

### CORRECTIVE ACTION

Based on the available information and the discussion at the Board conference with Licensee on September 13, 2012, the Complaint Panel has determined that Licensee's contract with the company is a violation of Minnesota Statutes section 148.10, subd. 1(a)(16). Licensee agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action. Licensee agrees to address the concerns identified by taking the following corrective actions;

A. Licensee must complete at least 100 hours of preapproved community service as outlined below:

1. One hundred hours of community service must be completed within one year from the date of this Agreement.

2. Prior to commencing community service, Licensee must submit a written proposal to the Panel for preapproval. The proposal must include the following: (a) the name of the organization to receive the service hours; (b) an outline of duties to be completed; (c) anticipated dates that Licensee will render services to the organization; (d) and a supervisor who has agreed to monitor the Licensee's community service with the organization.

3. Community service hours may not be related to in any manner to Licensee's practice or to healthcare in general.

4. The supervisor for the organization receiving the community service hours must submit a written acknowledgement of the above conditions and duties, agree to monitor Licensee's compliance, and agree to submit a written report verifying compliance.

B. Licensee must enroll in and successfully complete the Problem Based Ethics Program ("ProBE") within six (6) months of the date of this Agreement. Information about ProBE can be found online at <http://www.cpepd.org/probe/>. Failure to obtain an assessment of *unconditional pass* will be considered a violation of this Agreement.

C. Following completion of ProBE, Licensee must enroll in and successfully complete the National Board of Chiropractic Examiners Post Licensure Examination in Ethics and Boundaries ("NBCE Examination") within six (6) months of the date of this Agreement. The program information may be found online at <https://www.nbce.org/>. Failure to obtain a passing score in all five sections of the NBCE Examination will be considered a violation of this Agreement.

D. Upon Licensee's satisfactory completion of the corrective action referred to in paragraph II.A, II.B. and II.C. above, the Complaint Panel agrees to close the complaint(s) resulting in the findings referred to in paragraph I.


E. If Licensee fails to satisfactorily complete the corrective action or if the Complaint Panel receives additional complaints similar to the allegations described in this Agreement, the Complaint Panel may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes Chapters § 148, 214, and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under Minnesota Statutes section 148.104. In

any subsequent proceeding, the Complaint Panel may use as proof of the allegations of paragraph I. Licensee's agreements herein.

F. Licensee understands that this Agreement does not constitute disciplinary action. Licensee further understands and acknowledges that this Agreement and any letter of satisfaction are classified as public data.

G. Licensee hereby acknowledges having read and understood this Agreement and having entered into it voluntarily. Licensee understands that she may consult with private counsel prior to signing this Agreement. This Agreement contains the entire agreement between the Complaint Panel and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Dated: April 11, 2013      Dated: April 17, 2013

  
Steve D. Poser, D.C.  
Licensee

  
LARRY A. SPICER, D.C.  
Executive Director  
For the Complaint Panel

**BEFORE THE MINNESOTA  
BOARD OF CHIROPRACTIC EXAMINERS**

In the Matter of the license of:  
RICHARD ALAN STOFFELS, D.C.  
License No. 1478

**AGREEMENT FOR  
CORRECTIVE ACTION**

This Agreement is entered into by and between Richard A. Stoffels, D.C. ("Licensee"), and the Complaint Panel ("Panel") of the Minnesota Board of Chiropractic Examiners ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6 (a). Licensee has been advised by Board representatives that Licensee may choose to be represented by legal counsel in this matter. Licensee was represented by Todd A. Crabtree of Crabtree Law Firm, P.A. The Committee was represented by Bryan Huffman, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101. Licensee and the Panel hereby agree as follows:

**I.**

**FACTS**

This Agreement is based upon the facts that Licensee entered into a contract with a mobile diagnostic imaging company ("company"). The contract provided that Licensee would receive payments from the company in months which the company parked its mobile magnetic resonance imaging coach ("coach") in the parking lot associated with Licensee's practice ("specified location"). The company only parked its coach at these locations, and made payments to Licensee in months which Licensee referred his patients to the company to have scans completed. The Panel concludes that such payments are a violation of the Chiropractic Practice Act. The arrangement between Licensee and the company was designed as follows:

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A. Licensee received a \$700 payment for each month he arranged for the company to park a coach at the specified location. Licensee only made this arrangement when he sent patients to the company for scans. Furthermore, Licensee did not own the specified location and lacked authority to rent the location to the company.

B. The majority of the \$700 payment was identified as rent of Licensee's personnel, equipment, and other services provided by Licensee and his staff, such as examinations, insurance verification, scheduling, etc. These services are a part of standard chiropractic practice and are provided regardless of Licensee's contract with the company.

C. The contract also provided that a portion of the payment included use of Licensee's office space, facilities, waiting rooms, bathrooms, and file storage, among other things. However, these amenities were already provided by Licensee as a part of his standard overhead for doing business. Furthermore, these amenities are provided without a separate charge to patients or insurers.

D. A portion of the \$700 payment was identified as rent of a portion of Licensee's parking lot. However, the company sometimes parked the coach on a public street. Licensee received the \$700 rent payment regardless of whether the coach parked in his parking lot or in another location.

E. The contract provided that the company would have exclusive use of Licensee's clinic staff and facilities for 80 percent of the time on days that the Licensee arranged for the coach to be parked at the specified location. However, Licensee admits that he continued to provide care to his patients in the clinic on these dates and his clinic operated as usual. Furthermore, the coach was typically finished completing scans by 10:00 a.m.

## II.

### CORRECTIVE ACTION

Based on the available information and the discussion at the Board conference with Licensee on September 13, 2012, the Complaint Panel has determined that Licensee's contract with the company is a violation of Minnesota Statutes section 148.10, subd. 1(a)(16). Licensee agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action. Licensee agrees to address the concerns identified by taking the following corrective actions;

A. Licensee must complete at least 100 hours of preapproved community service as outlined below:

1. One hundred hours of community service must be completed within one year from the date of this Agreement.
2. Prior to commencing community service, Licensee must submit a written proposal to the Panel for preapproval. The proposal must include the following: (a) the name of the organization to receive the service hours; (b) an outline of duties to be completed; (c) anticipated dates that Licensee will render services to the organization; (d) and a supervisor who has agreed to monitor the Licensee's community service with the organization.
3. Community service hours may not be related to in any manner to Licensee's practice or to healthcare in general.
4. The supervisor for the organization receiving the community service hours must submit a written acknowledgement of the above conditions and duties, agree to monitor Licensee's compliance, and agree to submit a written report verifying compliance.



B. Licensee must enroll in and successfully complete the Problem Based Ethics Program ("ProBE") within six (6) months of the date of this Agreement. Information about ProBE can be found online at <http://www.cpepdoc.org/probe/>. Failure to obtain an assessment of *unconditional pass* will be considered a violation of this Agreement.

C. Following completion of ProBE, Licensee must enroll in and successfully complete the National Board of Chiropractic Examiners Post Licensure Examination in Ethics and Boundaries ("NBCE Examination") within six (6) months of the date of this Agreement. The program information may be found online at <https://www.nbce.org/>. Failure to obtain a passing score in all five sections of the NBCE Examination will be considered a violation of this Agreement.


D. Upon Licensee's satisfactory completion of the corrective action referred to in paragraph II.A, II.B. and II.C. above, the Complaint Panel agrees to close the complaint(s) resulting in the findings referred to in paragraph I.

E. If Licensee fails to satisfactorily complete the corrective action or if the Complaint Panel receives additional complaints similar to the allegations described in this Agreement, the Complaint Panel may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes Chapters § 148, 214, and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under Minnesota Statutes section 148.104. In any subsequent proceeding, the Complaint Panel may use as proof of the allegations of paragraph I. Licensee's agreements herein.

F. Licensee understands that this Agreement does not constitute disciplinary action. Licensee further understands and acknowledges that this Agreement and any letter of satisfaction are classified as public data.

G. Licensee hereby acknowledges having read and understood this Agreement and having entered into it voluntarily. Licensee understands that she may consult with private counsel prior to signing this Agreement. This Agreement contains the entire agreement between the Complaint Panel and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Dated: April 5, 2013      Dated: April 10, 2013, 2013

 D.C.  
Richard A. Stoffels, D.C.  
Licensee

  
LARRY A. SPICER, D.C.  
Executive Director  
For the Complaint Panel

**BEFORE THE MINNESOTA  
BOARD OF CHIROPRACTIC EXAMINERS**

In the Matter of the license of:  
ARLEN JAY LIEBERMAN, D.C.  
License No. 1754

**AGREEMENT FOR  
CORRECTIVE ACTION**

This Agreement is entered into by and between Arlen J. Lieberman, D.C. ("Licensee"), and the Complaint Panel ("Panel") of the Minnesota Board of Chiropractic Examiners ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6 (a). Licensee has been advised by Board representatives that Licensee may choose to be represented by legal counsel in this matter. Licensee was represented by Todd A. Crabtree of Crabtree Law Firm, P.A. The Committee was represented by Bryan Huffman, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101. Licensee and the Panel hereby agree as follows:

**I.**

**FACTS**

This Agreement is based upon the facts that Licensee entered into a contract with a mobile diagnostic imaging company ("company"). The contract provided that Licensee would receive payments from the company in months which the company parked its mobile magnetic resonance imaging coach ("coach") in the parking lot associated with Licensee's practice ("specified location"). The company only parked its coach at these locations, and made payments to Licensee in months which Licensee referred his patients to the company to have scans completed. The Panel concludes that such payments are a violation of the Chiropractic Practice Act. The arrangement between Licensee and the company was designed as follows:

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A. Licensee initially received \$1000 payment in rent for a year or a specified number of months per year and later Licensee received \$250 rent payment per occasion in which the company scheduled a coach to come to Licensee's location to provide services for his patients.

B. The majority of the payment was identified as rent of Licensee's personnel, equipment, and other services provided by Licensee and his staff, such as examinations, insurance verification, scheduling, etc. These services are a part of standard chiropractic practice and are provided regardless of Licensee's contract with the company.

C. The contract also provided that a portion of the payment included use of Licensee's office space, facilities, waiting rooms, bathrooms, and file storage, among other things. However, these amenities were already provided by Licensee as a part of his standard overhead for doing business. Furthermore, these amenities are provided without a separate charge to patients or insurers. In addition, Licensee's new location does not have a private bathroom requiring patients and company staff to use the public mall restroom.

D. A portion of the \$1000/year or \$250/occasion payment was identified as "rent" or "lease" of a portion of Licensee's parking lot. However, Licensee does not have authority to sublet or offer for rent the parking lot associated with his clinic and which is a shopping mall and shared with other tenants.

E. On occasions the coach could not be parked in the shopping mall lot associated with Licensee's clinic so it was instead parked at an alternate location. Licensee received the rent payment regardless of whether the coach parked in the mall parking lot associated with Licensee's practice or in another location.

F. Licensee's first contract established that the company will have exclusive use of Licensee's clinic staff and facilities on the days they are scheduled to be at Licensee's location.

Licensee's second contract established that the company will have shared use of Licensee's clinic staff and facilities on the days they are scheduled to be at Licensee's location. Licensee admits that when scans were performed on a typical business day, he continued to provide care to his patients in the clinic as usual.

## II.

### CORRECTIVE ACTION

Based on the available information and the discussion at the Board conference with Licensee on September 13, 2012, the Complaint Panel has determined that Licensee's contract with the company is a violation of Minnesota Statutes section 148.10, subd. 1(a)(16). Licensee agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action. Licensee agrees to address the concerns identified by taking the following corrective actions;

A. Licensee must complete at least 100 hours of preapproved community service as outlined below;

1. One hundred hours of community service must be completed within one year from the date of this Agreement.
2. Prior to commencing community service, Licensee must submit a written proposal to the Panel for preapproval. The proposal must include the following; (a) the name of the organization to receive the service hours; (b) an outline of duties to be completed; (c) anticipated dates that Licensee will render services to the organization; (d) and a supervisor who has agreed to monitor the Licensee's community service with the organization.
3. Community service hours may not be related to in any manner to Licensee's practice or to healthcare in general.

4. The supervisor for the organization receiving the community service hours must submit a written acknowledgement of the above conditions and duties, agree to monitor Licensee's compliance, and agree to submit a written report verifying compliance.

B. Licensee must enroll in and successfully complete the Problem Based Ethics Program ("ProBE") within six (6) months of the date of this Agreement. Information about ProBE can be found online at <http://www.cpepdcc.org/probe/>. Failure to obtain an assessment of *unconditional pass* will be considered a violation of this Agreement.

C. Following completion of ProBE, Licensee must enroll in and successfully complete the National Board of Chiropractic Examiners Post Licensure Examination in Ethics and Boundaries ("NBCE Examination") within six (6) months of the date of this Agreement. The program information may be found online at <https://www.nbce.org/>. Failure to obtain a passing score in all five sections of the NBCE Examination will be considered a violation of this Agreement.

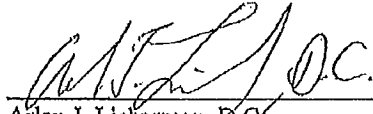
D. Upon Licensee's satisfactory completion of the corrective action referred to in paragraph II.A, II.B. and II.C. above, the Complaint Panel agrees to close the complaint(s) resulting in the findings referred to in paragraph I.

E. If Licensee fails to satisfactorily complete the corrective action or if the Complaint Panel receives additional complaints similar to the allegations described in this Agreement, the Complaint Panel may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes Chapters § 148, 214, and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under Minnesota Statutes section 148.104. In any subsequent proceeding, the Complaint Panel may use as proof of the allegations of paragraph I, Licensee's agreements herein.

F. Licensee understands that this Agreement does not constitute disciplinary action. Licensee further understands and acknowledges that this Agreement and any letter of satisfaction are classified as public data.

G. Licensee hereby acknowledges having read and understood this Agreement and having entered into it voluntarily. Licensee understands that she may consult with private counsel prior to signing this Agreement. This Agreement contains the entire agreement between the Complaint Panel and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Dated: 4-3-, 2013      Dated: April 10,, 2013



Arlen J. Lieberman, D.C.  
Licensee



LARRY A. SPICER, D.C.  
Executive Director  
For the Complaint Panel

<b>DEFENDANTS STEVE POSER, D.C., ELITE HEALTH CHIROPRACTIC, P.C., AND AFFINITY HEALTH CHIROPRACTIC, P.A.</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019322681-1-7 (Illinois Farmers)	7616643-2	7/29/11	8/22/11	9/1/11	72148	\$2,499.00	\$0.00
1019322681-1-7 (Illinois Farmers)	7616643-1	7/29/11	8/22/11	9/1/11	72141	\$2,399.00	\$0.00
1018445334-1-1 (Illinois Farmers)	7370927-1	4/18/11	5/18/11	5/25/11	72141	\$2,399.00	\$0.00
1020824005-1-8 (Illinois Farmers)	8315180-1	2/28/12	4/13/12	5/8/12	72146	\$2,599.00	\$2,599.00
1020824005-1-8 (Illinois Farmers)	8315180-2	2/28/12	4/13/12	5/8/12	72148	\$2,599.00	\$2,599.00
1018910113-1-4 (Illinois Farmers)	7582188-1	6/10/11	8/9/11	8/18/11	72141	\$2,399.00	\$2,399.00
1018910113-1-4 (Illinois Farmers)	7585181-1	6/10/11	8/9/11	8/16/11	72148	\$2,399.00	\$2,399.00
1020262645-1-1 (Illinois Farmers)	8000500-2	12/5/11	1/6/12	1/23/12	72148	\$2,599.00	\$0.00
1020262645-1-1 (Illinois Farmers)	8000500-1	12/5/11	1/6/12	1/23/12	72141	\$2,599.00	\$0.00
1017317181-1-3 (Bristol West)	6828698-1	11/18/10	11/24/10	12/2/10	73221	\$1,999.00	\$1,999.00
1017317181-1-3 (Bristol West)	6828698-2	11/18/10	11/24/10	12/2/10	72141	\$1,999.00	\$1,999.00
1019346158-1-12 (Illinois Farmers)	7618311-1	8/3/11	8/9/11	8/22/11	73721	\$2,499.00	\$2,499.00
1017302523-1-9 (Illinois Farmers)	6893484-1	11/16/10	11/24/10	12/5/10	72141	\$1,999.00	\$1,999.00
1017302523-1-9 (Illinois Farmers)	6841712-1	11/16/10	11/24/10	12/5/10	72146	\$1,999.00	\$1,999.00
1017302523-1-7 (Illinois Farmers)	6843737-2	11/16/10	11/24/10	12/5/10	72148	\$1,999.00	\$1,999.00
1017302523-1-7 (Illinois Farmers)	6843737-3	11/16/10	11/24/10	12/5/10	73221	\$1,999.00	\$1,999.00
1017302523-1-7 (Illinois Farmers)	6843737-1	11/16/10	11/24/10	12/5/10	72141	\$1,999.00	\$1,999.00
1016547702-1-4 (Illinois Farmers)	6136844-1	7/29/10	8/6/10	8/16/10	72148	\$1,999.00	\$1,999.00



<b>DEFENDANTS STEVE POSER, D.C., ELITE HEALTH CHIROPRACTIC, P.C., AND AFFINITY HEALTH CHIROPRACTIC, P.A., ctd.</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1016547702-1-4 (Illinois Farmers)	6136844-2	7/29/10	8/6/10	8/16/10	73221	\$1,999.00	\$1,999.00
1016547702-1-4 (Illinois Farmers)	6136844-3	7/29/10	8/6/10	8/16/10	72141	\$1,999.00	\$1,999.00
1018200316-1-6 (Illinois Farmers)	7265151-1	3/16/11	4/5/11	4/11/11	72148	\$2,599.00	\$2,599.00
1019190940-1-4 (Illinois Farmers)	7565661-2	7/14/11	8/3/11	8/11/11	72148	\$2,399.00	\$2,399.00
1019190940-1-4 (Illinois Farmers)	7565661-1	7/14/11	8/3/11	8/11/11	72141	\$2,499.00	\$2,499.00
1020157733-1-3 (Illinois Farmers)	8005917-2	11/19/11	1/6/12	1/23/12	72148	\$2,599.00	\$2,599.00
1020157733-1-3 (Illinois Farmers)	8005917-1	11/19/11	1/6/12	1/23/12	72141	\$2,599.00	\$2,599.00
1019690924-1-2 (Illinois Farmers)	7696370-1	8/26/11	9/22/11	10/3/11	72141	\$2,699.00	\$0.00
1018187142-1-3 (Illinois Farmers)	7262042-1	3/12/11	4/5/11	4/11/11	72141	\$2,599.00	\$2,599.00
1016504852-1-7 (Illinois Farmers)	6109458-2	6/23/10	7/15/10	7/25/10	72146	\$1,900.00	\$0.00
1016504852-1-7 (Illinois Farmers)	6109458-1	6/23/10	7/15/10	7/25/10	72148	\$1,900.00	\$0.00
1018445334-1-7 (Illinois Farmers)	7380263-1	4/18/11	5/18/11	5/25/11	72141	\$2,399.00	\$0.00
1020834161-1-1 (Illinois Farmers)	8899413-2	2/29/12	4/13/12	12/14/12	72148	\$2,699.00	\$2,130.24
1020834161-1-1 (Illinois Farmers)	8899413-1	2/29/12	4/13/12	12/14/12	73721	\$2,699.00	\$2,130.24
1020824005-1-1 (Illinois Farmers)	8313579-3	2/28/12	4/3/12	5/8/12	72148	\$2,599.00	\$2,599.00
1020824005-1-1 (Illinois Farmers)	8313579-1	2/28/12	4/3/12	5/8/12	73721	\$2,599.00	\$2,599.00
1020824005-1-1 (Illinois Farmers)	8313579-2	2/28/12	4/3/12	5/8/12	72141	\$2,599.00	\$2,599.00
1017713591-1-2 (Illinois Farmers)	7150765-2	1/4/11	2/16/11	2/24/11	72148	\$1,999.00	\$1,999.00

**DEFENDANTS STEVE POSER, D.C., ELITE HEALTH CHIROPRACTIC, P.C., AND  
AFFINITY HEALTH CHIROPRACTIC, P.A., ctd.**

<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017713591-1-2 (Illinois Farmers)	7150765-3	1/4/11	2/16/11	2/24/11	72141	\$1,999.00	\$1,999.00
1017713591-1-2 (Illinois Farmers)	7150765-1	1/4/11	2/16/11	2/24/11	72141	\$1,999.00	\$1,999.00
1018665037-1-6 (Illinois Farmers)	7516904-1	5/14/11	7/14/11	7/25/11	72141	\$2,399.00	\$2,399.00
1018665037-1-6 (Illinois Farmers)	7516904-2	5/14/11	7/14/11	7/25/11	72148	\$2,399.00	\$2,399.00
1018665037-1-6 (Illinois Farmers)	7516904-3	5/14/11	7/14/11	7/25/11	73221	\$2,399.00	\$2,399.00
1015906927-1-9 (Bristol West)	6121722-1	4/23/10	7/23/10	8/3/10	72141	\$1,900.00	\$1,900.00
1015906927-1-9 (Bristol West)	6121722-2	4/23/10	7/23/10	8/3/10	72148	\$1,900.00	\$1,900.00
1015906927-1-9 (Bristol West)	6121722-3	4/23/10	7/23/10	8/3/10	73721	\$1,900.00	\$1,900.00
						<b>TOTAL</b>	
							<b>\$78,730.48</b>

**DEFENDANTS ASSIAT BOKE, D.C., AND ASSIAT BOKE, CHIROPRACTIC, INC.**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount Paid</b>
1014430206-1-2 (Illinois Farmers)	7877336-1	7/13/2009	11/21/2011	12/5/11	72148	\$2,799.00	\$0.00
1020800785-1-1 (Illinois Farmers)	8509924-1	2/25/2012	7/15/2012	7/19/12	72141	\$2,699.00	\$0.00
1019815386-1-4 (Illinois Farmers)	8118438-1	9/14/2011	2/16/2012	3/2/12	72141	\$2,799.00	\$2,799.00
1019168410-1-1 (Illinois Farmers)	7862256-1	7/10/2011	11/21/2011	12/5/11	72141	\$2,799.00	\$0.00

<b>DEFENDANTS ASSIAT BOKE, D.C., AND ASSIAT BOKE, CHIROPRACTIC, INC., etd.</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Paid Amount</b>
1019168410-1-1 (Illinois Farmers)	7857045-1	7/10/2011	11/19/2011	12/1/11	72148	\$2,799.00	\$0.00
1015870129-1-11 (Bristol West)	6035107-1	4/19/2010	5/27/2010	6/10/10	72148	\$2,599.00	\$0.00
1019168410-1-3 (Illinois Farmers)	7826903-1	7/10/2011	11/11/2011	11/21/11	72148	\$2,699.00	\$0.00
1015984345-1-1 (Illinois Farmers)	6037340-1	5/6/2010	6/10/2010	6/27/10	72148	\$2,599.00	\$0.00
1016713692-1-12 (Illinois Farmers)	6333498-1	8/8/2010	9/28/2010	10/14/10	72148	\$2,599.00	\$2,599.00
1020629667-1-2 (Illinois Farmers)	8622939-1	1/28/2012	3/10/2012	9/6/12	72148	\$2,699.00	\$0.00
1015870129-1-4 (Bristol West)	6038286-1	4/19/2010	6/10/2010	6/21/10	72148	\$2,599.00	\$0.00
1018869130-1-2 (Illinois Farmers)	7547369-1	6/6/2011	7/24/2011	8/2/11	72148	\$2,899.00	\$0.00
1020061190-1-2 (Illinois Farmers)	9026787-1	10/30/2011	12/29/2012	2/4/13	72148	\$2,699.00	\$2,699.00
1021959620-1-7 (Illinois Farmers)	8741942-1	8/4/2012	10/3/2012	10/15/12	72148	\$2,699.00	\$2,699.00
1014510594-1-1 (Illinois Farmers)	4095021-1	7/13/2009	10/16/2009	11/1/09	72148	\$2,499.00	\$2,499.00
1015672608-1-2 (Bristol West)	6037291-1	3/15/2010	6/22/2010	6/28/10	72148	\$2,499.00	\$2,499.00
1015672608-1-2 (Bristol West)	6082165-1	3/15/2010	6/14/2010	6/21/10	72141	\$2,499.00	\$752.46
1015672608-1-2 (Bristol West)	6082165-2	3/15/2010	6/14/2010	6/21/10	73721	\$2,499.00	\$0.00
1019344916-1-2 (Illinois Farmers)	7788947-1	7/10/2011	10/29/2011	11/7/11	72148	\$2,799.00	\$0.00
1014430206-1-2 (Illinois Farmers)	4100529-1	7/13/2009	10/30/2009	11/9/09	72148	\$2,499.00	\$2,499.00
1018362265-1-8 (Illinois Farmers)	7537422-1	4/8/2011	7/24/2011	8/1/11	72148	\$2,999.00	\$2,999.00

<b>DEFENDANTS ASSIAT BOKE, D.C., AND ASSIAT BOKE, CHIROPRACTIC, INC., etd.</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Paid Amount</b>
1019344916-1-2 (Illinois Farmers)	7826439-1	7/10/2011	11/11/2011	11/21/11	72141	\$2,699.00	\$0.00
1014872457-1-1 (Illinois Farmers)	3969868-1	10/16/2009	2/5/2010	2/18/10	72141	\$2,599.00	\$2,599.00
1020800785-1-1 (Illinois Farmers)	8479675-1	2/25/2012	6/30/2012	7/9/12	72148	\$2,699.00	\$2,699.00
1014700548-1-2 (Illinois Farmers)	3932124-1	9/7/2009	2/9/2010	2/21/10	72141	\$2,599.00	\$2,599.00
1018905406-1-2 (Illinois Farmers)	8603352-1	6/11/2011	11/21/2011	7/2/12	72148	\$2,799.00	\$0.00
1018905406-1-2 (Illinois Farmers)	8123878-1	6/11/2011	1/14/2012	3/6/12	72141	\$2,799.00	\$2,169.30
1016713692-1-12 (Illinois Farmers)	7918763-1	8/8/2010	7/24/2011	8/1/11	72141	\$2,899.00	\$0.00
1019344916-1-2 (Illinois Farmers)	8471009-1	7/10/2011	6/17/2012	7/5/12	72148	\$2,699.00	\$0.00
1019527657-1-1 (Illinois Farmers)	8546769-1	8/25/2011	7/28/2012	8/3/12	72148	\$2,699.00	\$0.00
1019527657-1-1 (Illinois Farmers)	8757731-1	8/25/2011	10/6/2012	10/16/12	72141	\$2,699.00	\$0.00
1018905406-1-2 (Illinois Farmers)	8532279-1	6/11/2011	7/22/2012	7/30/12	72141	\$2,799.00	\$0.00
1016713692-1-12 (Illinois Farmers)	7918763-2	8/8/2010	10/29/2011	8/1/11	72148	\$2,799.00	\$0.00
1015870129-1-9 (Bristol West)	6036906-1	4/19/2010	6/5/2010	6/13/10	72141	\$2,599.00	\$0.00
							<b>TOTAL</b>
							<b>\$32,110.76</b>

**DEFENDANTS RICHARD OTTOMEYER, D.C., AND OTTOMEYER CLINICS**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1020085516-1-1 (Illinois Farmers)	8143445-1	11/8/2011	3/5/2012	3/12/12	72141	\$2,799.00	\$2,799.00
1020608030-1-1 (Illinois Farmers)	8118394-1	1/24/2012	2/8/2012	3/2/12	72141	\$2,799.00	\$0.00
1018819893-1-7 (Illinois Farmers)	7499574-1	6/1/2011	6/17/2011	6/27/11	72148	\$2,699.00	\$2,699.00
1018819893-1-7 (Illinois Farmers)	7499574-2	6/1/2011	6/17/2011	6/27/11	72141	\$2,699.00	\$2,699.00
1018819893-1-1 (Illinois Farmers)	7483834-1	6/1/2011	6/17/2011	7/5/11	72141	\$2,699.00	\$2,699.00
1016876300-1-3 (Illinois Farmers)	6326371-2	9/17/2010	10/6/2010	10/13/10	72148	\$2,499.00	\$2,499.00
1016876300-1-3 (Illinois Farmers)	6326371-1	9/17/2010	10/6/2010	10/13/10	72141	\$2,499.00	\$2,499.00
1016150834-1-1 (Illinois Farmers)	6035282-2	5/4/2010	5/19/2010	6/11/10	72148	\$2,499.00	\$2,499.00
1016150834-1-1 (Illinois Farmers)	6035282-1	5/4/2010	5/19/2010	6/11/10	72141	\$2,499.00	\$2,499.00
1013015542-1-4 (Illinois Farmers)	4518924-1	10/20/2008	12/3/2008	12/19/08	72141	\$2,499.00	\$2,499.00
1011272764-1-4 (Illinois Farmers)	4877366-1	12/13/2007	3/26/2008	4/5/08	72141	\$1,999.00	\$1,999.00
1011272764-1-4 (Illinois Farmers)	4877366-2	12/13/2007	3/26/2008	4/5/08	72148	\$1,999.00	\$1,999.00
							<b>TOTAL</b>
							<b>\$27,389.00</b>

**DEFENDANTS LEO R. GONSOWSKI III, D.C., AND ARCH CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019346158-1-1 (Illinois Farmers)	7584129-2	8/3/2011	8/11/2011	8/19/2011	72148	\$2,699.00	\$2,699.00
1019346158-1-1 (Illinois Farmers)	7584129-1	8/3/2011	8/11/2011	8/19/2011	72141	\$2,699.00	\$2,699.00
1019251664-1-1 (Illinois Farmers)	7651228-1	7/21/2011	8/5/2011	9/15/2011	73221	\$2,699.00	\$2,699.00
1019251664-1-1 (Illinois Farmers)	7651228-2	7/21/2011	8/5/2011	9/15/2011	72141	\$2,799.00	\$2,799.00
1019237615-1-1 (Illinois Farmers)	7549993-1	6/25/2011	7/26/2011	8/4/2011	72146	\$2,699.00	\$2,699.00
1019237615-1-1 (Illinois Farmers)	7549993-2	6/25/2011	7/26/2011	8/4/2011	72141	\$2,799.00	\$2,799.00
1020959042-1-1 (Illinois Farmers)	8564854-2	3/20/2012	4/13/2012	5/7/2012	72148	\$2,599.00	\$2,599.00
1020959042-1-1 (Illinois Farmers)	8564854-1	3/20/2012	4/13/2012	5/7/2012	73721	\$2,599.00	\$2,599.00
							<b>TOTAL</b>
							<b>\$21,592.00</b>

**DEFENDANTS DANIAL HALL, D.C., LOIS HALL, D.C., AND HALL FAMILY CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017368328-1-2 (Illinois Farmers)	6884503-2	11/26/2010	12/10/2010	12/26/2010	72146	\$2,499.00	\$2,499.00
1017368328-1-2 (Illinois Farmers)	6884503-1	11/26/2010	12/10/2010	12/26/2010	72141	\$2,499.00	\$2,499.00
1016640118-1-6 (Illinois Farmers)	6824687-2	8/12/2010	11/23/2010	12/1/2010	72141	\$2,499.00	\$2,499.00
1016640118-1-6 (Illinois Farmers)	6824687-1	8/12/2010	11/23/2010	12/1/2010	72148	\$2,499.00	\$2,499.00
1021822401-1-2 (Illinois Farmers)	8573816-2	7/16/2012	8/1/2012	8/13/2012	72146	\$2,699.00	\$2,699.00
1021822401-1-2 (Illinois Farmers)	8573816-1	7/16/2012	8/1/2012	8/13/2012	72141	\$2,699.00	\$2,699.00
1019444073-1-1 (Illinois Farmers)	7734805-1	5/23/2011	10/6/2011	10/17/2011	72148	\$2,699.00	\$2,699.00
1019444073-1-1 (Illinois Farmers)	7734805-2	5/23/2011	10/6/2011	10/17/2011	72141	\$2,699.00	\$2,699.00
							<b>TOTAL</b>
							<b>\$20,792.00</b>

**DEFENDANTS STEVE KARG, D.C., AND ROCKFORD CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1016122865-1-4 (Bristol West)	7920074- 2	5/22/2010	12/16/2011	12/27/2011	72146	\$2,699.00	\$906.49
1016122865-1-4 (Bristol West)	7920074- 1	5/22/2010	12/16/2011	12/27/2011	73721	\$2,699.00	\$2,699.00
1017652172-1-1 (Illinois Farmers)	6960508- 1	12/31/201 0	1/25/2011	2/3/2011	72141	\$2,499.00	\$2,499.00
1016122865-1-4 (Bristol West)	6353336- 1	5/22/2010	10/19/2010	10/26/2010	73721	\$2,499.00	\$2,499.00
1016122865-1-4 (Bristol West)	6037032- 2	5/22/2010	6/15/2010	6/24/2010	73721	\$2,499.00	\$2,499.00
1016122865-1-4 (Bristol West)	6037032- 1	5/22/2010	6/15/2010	6/24/2010	73721	\$2,499.00	\$2,499.00
1013315717-1-2 (Illinois Farmers)	4515179- 2	12/23/200 8	1/20/2009	2/10/2009	72146	\$2,499.00	\$2,499.00
1013315717-1-2 (Illinois Farmers)	4515179- 1	12/23/200 8	1/20/2009	2/10/2009	73221	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$18,599.49</b>



**DEFENDANTS JOHN VALENTINI, D.C., JOHN SHINDER, D.C., AND FOUR SEASONS  
CHIROPRACTIC, LTD.**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019660602-1-2 (Illinois Farmers)	7699999-2	9/9/2011	9/23/2011	9/29/2011	72148	\$2,299.00	\$2,299.00
1019660602-1-2 (Illinois Farmers)	7698056-1	9/9/2011	9/23/2011	10/3/2011	72141	\$2,299.00	\$2,299.00
1017772002-1-4 (Illinois Farmers)	7139546-2	1/20/2011	2/8/2011	2/17/2011	72148	\$1,999.00	\$1,999.00
1017772002-1-4 (Illinois Farmers)	7139546-1	1/20/2011	2/8/2011	2/17/2011	72141	\$1,999.00	\$1,999.00
1017033437-1-6 (Illinois Farmers)	6928051-1	10/11/2010	1/8/2011	1/20/2011	72148	\$1,999.00	\$1,999.00
1016721178-1-1 (Illinois Farmers)	6183764-2	6/9/2010	9/9/2010	9/17/2010	72148	\$1,999.00	\$1,999.00
1016721178-1-1 (Illinois Farmers)	6183764-1	6/9/2010	9/9/2010	9/17/2010	72141	\$1,999.00	\$1,999.00
							<b>TOTAL</b>
							<b>\$14,593.00</b>

**DEFENDANTS MATEUS SOUZA, D.C., AND UNIVERSAL CARE CLINICS**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
018841899-1-8 Illinois Farmers)	7513933-1	6/4/2011	7/12/2011	7/22/2011	72148	\$1,999.00	\$1,999.00
017472254-1-4 Illinois Farmers)	7210014-1	12/10/2010	3/14/2011	3/20/2011	72141	\$1,599.00	\$1,599.00
017472254-1-4 Illinois Farmers)	7210014-2	12/10/2010	3/14/2011	3/20/2011	72148	\$1,599.00	\$1,599.00
016064762-1-4 Bristol West)	6035050-1	5/18/2010	5/28/2010	6/7/2010	72148	\$1,799.00	\$1,799.00
016064762-1-2 Bristol West)	6035081-1	5/18/2010	5/28/2010	6/7/2010	72148	\$1,799.00	\$0.00
016064762-1-2 Bristol West)	6034798-1	5/18/2010	5/28/2010	6/7/2010	72141	\$1,799.00	\$0.00
013787638-1-5 Illinois Farmers)	4408112-2	3/27/2009	4/9/2009	4/24/2009	73721	\$2,499.00	\$2,499.00
013787638-1-5 Illinois Farmers)	4408112-1	3/27/2009	4/9/2009	4/24/2009	72141	\$2,499.00	\$2,499.00
011922805-1-1 Illinois Farmers)	4813228-1	4/16/2008	5/16/2008	5/23/2008	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$14,493.00</b>

**DEFENDANTS DANIEL ANDERSON, D.C. AND ANDERSON CHIROPRACTIC CLINIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
019921671-1-4 Illinois Farmers)	8111819-1	10/18/2011	2/9/2012	3/1/2012	72141	\$2,799.00	\$2,799.00
019921671-1-4 Illinois Farmers)	8111819-2	10/18/2011	2/9/2012	3/1/2012	72148	\$2,799.00	\$2,799.00
016493727-1-3 Illinois Farmers)	6136242-1	7/16/2010	8/3/2010	8/16/2010	72141	\$2,499.00	\$2,499.00
014678943-1-6 Illinois Farmers)	3851820-1	9/10/2009	5/4/2010	5/9/2010	72141	\$2,499.00	\$2,499.00
013199849-1-3 Illinois Farmers)	4415887-1	11/30/2008	3/3/2009	3/20/2009	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$13,095.00</b>

**DEFENDANTS JEFF DANIELSON, D.C., AND NORTHERN LIFE CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
020135067-1-1 (Illinois Farmers)	7997590-1	11/3/2011	1/4/2012	1/23/2012	72141	\$2,699.00	\$2,699.00
012961908-1-3 (Illinois Farmers)	4228176-1	10/8/2008	7/10/2009	7/30/2009	72141	\$2,499.00	\$2,499.00
012616582-1-3 (Illinois Farmers)	4441431-1	8/17/2008	1/7/2009	1/26/2009	72141	\$2,499.00	\$2,499.00
012616582-1-3 (Illinois Farmers)	4441431-2	8/17/2008	1/7/2009	1/26/2009	72148	\$2,499.00	\$2,499.00
011905410-1-1 (Illinois Farmers)	4746395-1	2/28/2008	7/2/2008	7/14/2008	72141	\$2,499.00	\$2,499.00
						<b>TOTAL</b>	<b>\$12,695.00</b>

**DEFENDANTS ANDREA RUHLAND, D.C., AND LAKEVILLE FAMILY CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019908110-1-4 (Illinois Farmers)	7809154-2	10/15/2011	11/4/2011	11/14/2011	73221	\$2,699.00	\$2,699.00
1019908110-1-4 (Illinois Farmers)	7809154-1	10/15/2011	11/4/2011	11/14/2011	72141	\$2,699.00	\$2,699.00
1017355332-1-1 (Illinois Farmers)	6928582-1	10/30/2010	1/13/2011	1/20/2011	73221	\$2,499.00	\$2,499.00
1017355332-1-1 (Illinois Farmers)	6928582-2	10/30/2010	1/13/2011	1/20/2011	72141	\$2,499.00	\$2,499.00
						<b>TOTAL</b>	<b>\$10,396.00</b>

<b>DEFENDANTS DUYLINH NGUYEN, D.C., AND OPTIMUM CHIROPRACTIC</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1023034561-1-1 (Illinois Farmers)	9222846-2	2/8/2013	4/15/2013	4/19/2013	72148	\$2,799.00	\$2,799.00
1023034561-1-1 (Illinois Farmers)	9222846-1	2/8/2013	4/15/2013	4/19/2013	73721	\$2,799.00	\$2,799.00
1022024145-1-2 (21 <sup>st</sup> Century)	8993762-1	8/13/2012	1/5/2013	1/15/2013	72148	\$2,699.00	\$2,699.00
1018059254-1-1 (21 <sup>st</sup> Century)	7417264-2	2/27/2011	5/9/2011	5/17/2011	72148	\$2,699.00	\$2,699.00
1018059254-1-1 (21 <sup>st</sup> Century)	7417264-1	2/27/2011	5/9/2011	5/17/2011	73721	\$2,699.00	\$2,699.00
1018230195-1-2 (21 <sup>st</sup> Century)	7290626-2	3/2/2011	4/18/2011	4/25/2011	72146	\$2,699.00	\$0.00
1018230195-1-2 (21 <sup>st</sup> Century)	7290626-1	3/2/2011	4/18/2011	4/25/2011	72148	\$2,699.00	\$0.00
							<b>TOTAL</b>
							<b>\$13,695.00</b>

<b>DEFENDANTS RICHARD STOFFELS, D.C., AND STOFFELS CHIROPRACTIC</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1016475114-1-3 (Illinois Farmers)	6321840-1	7/16/2010	10/5/2010	10/12/2010	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$2,499.00</b>

<b>DEFENDANTS LOWELL MAGELSEN, D.C., AND FIRST CHIROPRACTIC</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1022538253-1-6 (Illinois Farmers)	9140728-1	11/4/2012	3/4/2013	3/19/2013	72141	\$2,699.00	\$2,699.00
1021268198-1-7 (Illinois Farmers)	8476867-1	4/30/2012	6/22/2012	7/6/2012	72148	\$2,699.00	\$0.00
1018023910-1-1 (Illinois Farmers)	7391048-1	2/20/2011	5/10/2011	6/1/2011	72148	\$2,699.00	\$2,699.00
1011484605-1-3 (Illinois Farmers)	4870620-1	1/24/2008	4/8/2008	4/18/2008	72141	\$2,199.00	\$2,199.00
							<b>TOTAL</b>
							<b>\$7,597.00</b>

<b>DEFENDANTS ROBIN HARSTAD, D.C., AND OVERSTAD CHIROPRACTIC, P.A.</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1018895691-1-1 (Illinois Farmers)	7911477-1	6/3/2011	12/16/2011	12/16/2011	72141	\$2,699.00	\$2,699.00
1013347826-1-1 (Illinois Farmers)	4399048-1	12/5/2008	3/18/2009	3/30/2009	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$5,198.00</b>

**DEFENDANTS JEFF SCHNEIDER, D.C., AND HILLSIDE CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019848550-1-3 (Illinois Farmers)	8286041-1	10/6/2011	12/6/2011	4/29/2012	7214 8	\$2,699.00	\$2,699.00
1019848550-1-3 (Illinois Farmers)	7898617-1	10/6/2011	12/6/2011	12/16/2011	7214 1	\$2,699.00	\$2,699.00
							<b>TOTAL</b>
							<b>\$5,398.00</b>

**DEFENDANTS DOROTHY SAUNDERS, D.C., AND TEAM CHIROPRACTIC & WELLNESS CENTER**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1015758965-1-2 (Illinois Farmers)	7839155-2	3/7/2010	11/10/2011	11/20/2011	72141	\$2,699.00	\$2,699.00
1015758965-1-2 (Illinois Farmers)	7839155-1	3/7/2010	11/10/2011	11/20/2011	72146	\$2,699.00	\$2,699.00
							<b>TOTAL</b>
							<b>\$5,398.00</b>

**DEFENDANTS MARK JOHNSON, D.C., AND METRO CENTER CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019959972-1-4 (Illinois Farmers)	7815559-1	10/23/2011	11/4/2011	11/17/2011	72141	\$2,699.00	\$2,699.00
							<b>TOTAL</b>
							<b>\$2,699.00</b>

**DEFENDANTS GUY CASPERS, D.C., AND CASPERS CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019437322-1-5 (21 <sup>st</sup> Century)	7754005-1	8/14/2011	10/13/2011	10/24/2011	72141	\$2,699.00	\$2,699.00
1019437322-1-5 (21 <sup>st</sup> Century)	7748593-1	8/14/2011	10/13/2011	10/24/2011	72148	\$2,699.00	\$2,699.00
1018199879-1-3 (Illinois Farmers)	7326971-1	3/16/2011	4/20/2011	4/28/2011	72141	\$2,699.00	\$2,699.00
							<b>TOTAL</b>
							<b>\$8,097.00</b>

**DEFENDANTS STEVEN MOE, D.C., AND INTEGRATED HEALTH & WELLNESS**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1019746303-1-6 (Illinois Farmers)	7705262-2	9/22/2011	10/1/2011	10/5/2011	73721	\$2,699.00	\$0.00
1019746303-1-6 (Illinois Farmers)	7705262-1	9/22/2011	10/1/2011	10/5/2011	72141	\$2,699.00	\$2,699.00
1019746303-1-1 (Illinois Farmers)	7701691-2	9/22/2011	10/1/2011	10/5/2011	73721	\$2,699.00	\$2,699.00
1019746303-1-1 (Illinois Farmers)	7701691-1	9/22/2011	10/1/2011	10/5/2011	72141	\$2,699.00	\$2,699.00
							<b>TOTAL</b>
							<b>\$8,097.00</b>

**DEFENDANTS SHAUN GIFFORD, D.C., AND PRO ADJUSTER CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1018777862-1-4 (Illinois Farmers)	7535826-2	5/27/2011	7/22/2011	8/1/2011	72141	\$2,599.00	\$0.00
1018777862-1-4 (Illinois Farmers)	7535826-1	5/27/2011	7/22/2011	8/1/2011	72148	\$2,599.00	\$0.00
1017942744-1-5 (Illinois Farmers)	7221209-1	11/30/2010	2/28/2011	3/7/2011	72148	\$2,599.00	\$2,599.00
1017942744-1-5 (Illinois Farmers)	7221209-2	11/30/2010	2/28/2011	3/7/2011	72141	\$2,599.00	\$2,599.00
							<b>TOTAL</b>
							<b>\$5,198.00</b>

**DEFENDANTS BRENT SCHEIDEMAN, D.C., AND SCHEIDEMAN CHIROPRACTIC & BODY**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1018562933-1-2 (Illinois Farmers)	7513924-1	4/27/2011	7/13/2011	7/22/2011	72141	\$2,699.00	\$2,699.00
1010820576-1-3 (Illinois Farmers)	4978229-1	9/12/2007	1/30/2008	2/6/2008	72141	\$1,999.00	\$1,999.00
1010820576-1-3 (Illinois Farmers)	4978229-2	9/12/2007	1/30/2008	2/6/2008	72148	\$1,999.00	\$1,999.00
							<b>TOTAL</b>
							<b>\$6,697.00</b>

**DEFENDANTS KATHLEEN BLOOM, D.C., AND BLOOM CHIROPRACTIC CENTER, P.A.**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017913299-1-3 (Illinois Farmers)	7264951-1	2/8/2011	3/30/2011	4/10/2011	72141	\$2,599.00	\$2,599.00
1017913299-1-3 (Illinois Farmers)	7264951-2	2/8/2011	3/30/2011	4/10/2011	72148	\$2,599.00	\$2,599.00
							<b>TOTAL</b>
							<b>\$5,198.00</b>



**DEFENDANTS SCOT PEARSON, D.C., AND PEARSON CHIROPRACTIC CLINIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017094278-1-3 (21 <sup>st</sup> Century)	7253867-1	10/19/2010	3/29/2011	4/6/2011	72141	\$2,599.00	\$2,599.00
1017094278-1-3 (21 <sup>st</sup> Century)	7253867-2	10/19/2010	3/29/2011	4/6/2011	73221	\$2,599.00	\$2,599.00
							<b>TOTAL</b>
							<b>\$5,198.00</b>

**DEFENDANTS AARON KIRKING, D.C., AND SPINAL HEALTH CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017770786-1-1 (Illinois Farmers)	6988853-1	1/14/2011	2/4/2011	2/14/2011	72148	\$2,499.00	\$2,499.00
1017770786-1-1 (Illinois Farmers)	6988853-2	1/14/2011	2/4/2011	2/14/2011	72141	\$2,499.00	\$2,499.00
1011765355-1-2 (Illinois Farmers)	4887183-2	3/6/2008	3/17/2008	4/15/2008	72148	\$1,999.00	\$1,999.00
1011765355-1-2 (Illinois Farmers)	4887183-1	3/6/2008	3/17/2008	4/15/2008	72141	\$1,999.00	\$1,999.00
							<b>TOTAL</b>
							<b>\$8,996.00</b>

**DEFENDANTS MICHAEL LAMPPA, D.C., ACTIVE LIFE CHIROPRACTIC, AND LAMPPA CHIROPRACTIC**

<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017284146-1-8 (Illinois Farmers)	6819889-1	11/13/2010	11/19/2010	11/28/2010	73721	\$2,499.00	\$2,499.00
1017284146-1-8 (Illinois Farmers)	6819651-1	11/13/2010	11/19/2010	11/28/2010	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS STEVEN JACKSON, D.C., AND JACKSON CHIROPRACTIC</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1016454286-1-3 (Illinois Farmers)	6805196-1	7/16/2010	11/13/2010	11/21/2010	72141	\$1,999.00	\$1,999.00
							<b>TOTAL</b>
							<b>\$1,999.00</b>

<b>DEFENDANTS ALLEN TRAN, D.C., AND PRESTIGE CHIROPRACTIC</b>							
<b>Claim no. (company)</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1016819115-1-3 (Illinois Farmers)	6347418-1	9/5/2010	10/17/2010	10/24/2010	72148	\$1,700.00	\$1,700.00
1016751162-1- 11 (Illinois Farmers)	6347865-1	8/26/2010	10/17/2010	10/24/2010	72148	\$1,700.00	\$1,700.00
1015258525-1-3 (Illinois Farmers)	3987744-1	12/25/2009	1/10/2010	1/17/2010	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$5,899.00</b>

<b>DEFENDANTS DENNIS BOERJAN, D.C., AND ADVANCE CHIROPRACTIC CLINIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1020893657-1-1 (Illinois Farmers)	8271012-3	3/9/2012	4/16/2012	4/24/2012	72146	\$2,799.00	\$0.00
1020893657-1-1 (Illinois Farmers)	8271012-2	3/9/2012	4/16/2012	4/24/2012	72148	\$2,799.00	\$0.00
1020893657-1-1 (Illinois Farmers)	8271012-1	3/9/2012	4/16/2012	4/24/2012	72141	\$2,799.00	\$0.00
1016743494-1-1 (Illinois Farmers)	6218649-4	8/28/2010	9/27/2010	10/3/2010	72146	\$1,999.00	\$1,999.00
1016743494-1-1 (Illinois Farmers)	6218649-2	8/28/2010	9/27/2010	10/3/2010	Q009 2	\$125.00	\$125.00
1016743494-1-1 (Illinois Farmers)	6218649-3	8/28/2010	9/27/2010	10/3/2010	R007 0	\$125.00	\$125.00
1016743494-1-1 (Illinois Farmers)	6218649-1	8/28/2010	9/27/2010	10/3/2010	72141	\$1,999.00	\$1,999.00
1015599616-1-3 (Illinois Farmers)	3880322-1	2/24/2010	4/13/2010	4/25/2010	72148	\$2,499.00	\$2,499.00
1015599616-1-3 (Illinois Farmers)	3880322-2	2/24/2010	4/13/2010	4/25/2010	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$9,246.00</b>

<b>DEFENDANTS CARRON PERRY, D.C., CANDACE SALMI, D.C., AND BODYMIND CHIROPRACTIC CENTER</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1016684493-1-6 (Illinois Farmers)	6217961-1	8/19/2010	9/24/2010	10/4/2010	72146	\$2,499.00	\$2,499.00
1016684493-1-6 (Illinois Farmers)	6217961-2	8/19/2010	9/24/2010	10/4/2010	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS BRENT KVAM, D.C., AND HEALTHSTAR CHIROPRACTIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1015140902-1-5 (Illinois Farmers)	6071055-1	12/10/2009	6/24/2010	7/6/2010	72141	\$2,499.00	\$2,499.00
1015140902-1-5 (Illinois Farmers)	6071055-2	12/10/2009	6/24/2010	7/6/2010	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS STEPHEN DEHAVEN, D.C., AND DEHAVEN CHIROPRACTIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1015445484-1-1 (Illinois Farmers)	3834717-1	2/1/2010	5/1/2010	5/6/2010	72141	\$2,499.00	\$2,499.00
1014319289-1-2 (Illinois Farmers)	4172801-1	7/2/2009	9/12/2009	9/20/2009	73721	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS DEREK JOHNSON, D.C., AND WELLNESS TEAM OF NISSWA</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1015190230-1-1 (Illinois Farmers)	3879301-1	12/17/2009	4/17/2010	4/26/2010	72195	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$2,499.00</b>

<b>DEFENDANTS CYNTHIA STARBUCK, D.C., AND HEALING HANDS WELLNESS CENTER</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1014498236-1-4 (Illinois Farmers)	3980148-2	8/6/2009	1/26/2010	1/31/2010	72141	\$2,499.00	\$2,499.00
1014498236-1-4 (Illinois Farmers)	3980148-1	8/6/2009	1/26/2010	1/31/2010	70551	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS JOSEPH VIRGA, D.C., KATHLEEN VIRGA, D.C., AND VIRGA CHIRO CENTER</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1015034255-1-1 (Illinois Farmers)	4054248-2	11/18/2009	12/11/2009	12/20/2009	72146	\$2,499.00	\$2,499.00
1015034255-1-1 (Illinois Farmers)	4054248-1	11/18/2009	12/11/2009	12/20/2009	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS MARK REEVE, D.C., AND REEVE CHIROPRACTIC CLINIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1013427012-1-1 (Illinois Farmers)	4198237-1	1/14/2009	8/25/2009	9/15/2009	72141	\$2,499.00	\$2,499.00
1013427012-1-1 (Illinois Farmers)	4164772-1	1/14/2009	8/25/2009	9/25/2009	72148	\$2,499.00	\$2,499.00
1012271040-1-5 (Illinois Farmers)	4748069-1	6/13/2008	7/18/2008	7/28/2008	72148	\$2,499.00	\$2,499.00
1012271040-1-5 (Illinois Farmers)	4745758-1	6/13/2008	7/18/2008	7/28/2008	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$9,996.00</b>

<b>DEFENDANTS DAVID ATKINSON, D.C., AND BOULEVARD CHIROPRACTIC CLINIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1013461525-1-1 (Illinois Farmers)	4223508-1	1/22/2009	7/6/2009	7/20/2009	73721	\$2,499.00	\$2,499.00
1013461525-1-1 (Illinois Farmers)	4322831-1	1/22/2009	5/4/2009	5/11/2009	72141	\$2,499.00	\$2,499.00
1011901783-1-5 (Illinois Farmers)	4287740-1	4/10/2008	6/1/2009	6/8/2009	73721	\$2,499.00	\$2,499.00
1011901783-1-4 (Illinois Farmers)	4518879-1	4/10/2008	12-1-2008	12/18/2008	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS DOUGLAS EDWARDS, D.C., AND ALBERT LEA CHIROPRACTIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1013647202-1-4 (Illinois Farmers)	4221466-1	2/23/2009	6/23/2009	6/30/2009	73221	\$2,499.00	\$2,499.00
1013176813-1-6 (Illinois Farmers)	4352680-1	11/20/2008	3/31/2009	4/7/2009	72141	\$2,499.00	\$2,499.00
1013176813-1-6	4352680-2	11/20/2008	3/31/2009	4/7/2009	72148	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$7,497.00</b>

<b>DEFENDANTS MICHAEL KILPATRICK, D.C., AND NEW PRAGUE FAMILY CHIROPRACTIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1013230752-1-4 (Illinois Farmers)	4399632-1	12/6/2008	2/13/2009	3/3/2009	73221	\$2,499.00	\$2,499.00
1013230752-1-4 (Illinois Farmers)	4399632-2	12/6/2008	2/13/2009	3/3/2009	72141	\$2,499.00	\$2,499.00
							<b>TOTAL</b>
							<b>\$4,998.00</b>

<b>DEFENDANTS ERIC BRANDT, D.C., AND RIVERSIDE FAMILY CHIROPRACTIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1017914787-1-1 (Illinois Farmers)	7235973-3	2/8/2011	3/23/2011	3/31/2011	70551	\$2,599.00	\$2,599.00
1017914787-1-1 (Illinois Farmers)	7235973-2	2/8/2011	3/23/2011	3/31/2011	72148	\$2,599.00	\$2,599.00
1017914787-1-1 (Illinois Farmers)	7235973-1	2/8/2011	3/23/2011	3/31/2011	72141	\$2,599.00	\$2,599.00
							<b>TOTAL</b>
							<b>\$7,797.00</b>



<b>DEFENDANTS STEPHEN L. ENGEL, D.C., AND ENGEL CHIROPRACTIC, P.A.</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1022403516-1-3	8814626-1	10/8/2012	11/5/2012	11/12/2012	72141	\$2,699.00	\$0.00
1022403516-1-3	8814626-2	10/8/2012	11/5/2012	11/12/2012	72148	\$2,699.00	\$0.00
1019632008-1-4	7641051-1	6/11/2011	7/25/2011	8/2/2011	72148	\$2,699.00	\$0.00
1019632008-1-4	7641051-3	6/11/2011	7/25/2011	8/2/2011	73221	\$2,799.00	\$2,550.00
1019632008-1-4	7641051-2	6/11/2011	7/25/2011	8/2/2011	72141	\$2,699.00	\$2,550.00
1018903001-1-8	7547125-1	1/1/2011	7/25/2011	8/2/2011	72148	\$2,699.00	\$0.00
1018903001-1-8	7547125-3	1/1/2011	7/25/2011	8/2/2011	73221	\$2,799.00	\$0.00
1018903001-1-8	7547125-2	1/1/2011	7/25/2011	8/2/2011	72141	\$2,699.00	\$0.00
1017823537-1-5	7192508-2	1/24/2011	2/24/2011	3/13/2011	72148	\$2,599.00	\$2,599.00
1017823537-1-5	7192508-1	1/24/2011	2/24/2011	3/13/2011	72141	\$2,599.00	\$2,599.00
1017823537-1-2	7174101-2	1/24/2011	2/24/2011	3/7/2011	72148	\$2,599.00	\$2,599.00
1017823537-1-2	7174101-1	1/24/2011	2/24/2011	3/7/2011	73221	\$2,599.00	\$2,599.00
1017828968-1-3	7153466-1	1/18/2011	2/17/2011	2/24/2011	72146	\$2,499.00	\$2,499.00
1017828968-1-4	6988184-1	1/18/2011	2/7/2011	2/13/2011	72148	\$2,499.00	\$0.00
1017331531-1-6	6992202-1	11/21/2010	2/7/2011	2/13/2011	72141	\$2,499.00	\$2,499.00
1017331531-1-8	6947929-1	11/21/2010	1/11/2011	1/26/2011	72148	\$2,499.00	\$2,499.00
						<b>TOTAL</b>	
							<b>\$20,494.00</b>

<b>DEFENDANTS MATTHEW C. MAYO, JR., D.C., AND MAYO CHIROPRACTIC</b>							
<b>Claim no.</b>	<b>Bill line no.</b>	<b>Date of loss</b>	<b>Date of service</b>	<b>Date MRI bill received</b>	<b>Code</b>	<b>Charged amount</b>	<b>Amount paid</b>
1010922182-1-1	4800801-2	10/3/2007	4/29/2008	4/29/2008	72146	\$2,199.00	\$2,199.00
1010922182-1-1	4800801-1	10/3/2007	4/29/2008	4/29/2008	72148	\$2,199.00	\$2,199.00
							<b>TOTAL</b>
							<b>\$4,398.00</b>



6500 Barrie Road  
Edina, MN 55435  
Office: 952.920.6500  
Toll Free Office: 866.331.9228  
Fax: 952.920.9702  
Toll Free Fax: 866.331.8654

<b>YOUR APPOINTMENT (STAFF FILLS OUT)</b>		<b>AREAS TO BE EXAMINED (DOCTOR FILLS OUT)</b>	
DATE: <u>12/13/2010</u> TIME: <u>1:00pm</u>		BODY: <input type="checkbox"/> Chest <input type="checkbox"/> Hip <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/> Pelvis HEAD: <input type="checkbox"/> Head <input type="checkbox"/> TMJ OTHER: <u>72141-C</u> <u>72146-T</u>	
* PLEASE ARRIVE 30 MINUTES EARLY TO COMPLETE PAPERWORK. * PLEASE ARRIVE 15 MINUTES EARLY IF PAPERWORK IS COMPLETED.		SPINE: Cervical Levels: <u>      </u> Thoracic Levels: <u>      </u> Lumbar Levels: <u>      </u> EXTREMITIES: Shoulder: <input type="checkbox"/> R <input type="checkbox"/> L Hip: <input type="checkbox"/> R <input type="checkbox"/> L Elbow: <input type="checkbox"/> R <input type="checkbox"/> L Ankle: <input type="checkbox"/> R <input type="checkbox"/> L Wrist: <input type="checkbox"/> R <input type="checkbox"/> L Foot: <input type="checkbox"/> R <input type="checkbox"/> L Knee: <input type="checkbox"/> R <input type="checkbox"/> L <u>73221-S</u>	
REFERRING PHYSICIAN (PRINT) <u>Kathleen A Bloom DC</u> CLINIC NAME <u>Bloom Chiropractic</u> CLINIC ADDRESS <u>1501 Riverwood Dr</u> OFFICE PHONE <u>952.894.6300</u> OFFICE FAX <u>952.894.2601</u>		<b>NECESSITY FOR MRI EXAM (DOCTOR FILLS OUT)</b> DIAGNOSIS (ES) <u>Possible disc herniation cervical spine</u> <u>Possible disc herniation thoracic spine</u> <u>Possible disc herniation lumbar spine</u> SUBJECTIVE COMPLAINTS PAIN IN: <u>Left shoulder</u> <input type="checkbox"/> RADIOLOGY RADIATING TO: <u>Left shoulder</u> <input type="checkbox"/> OTHER COMPLAINTS: <u>numbness tingling</u> OBJECTIVE FINDINGS: <u>None (injured)</u> PROGNOSIS <input type="checkbox"/> EXCELLENT <input type="checkbox"/> FAIR <input type="checkbox"/> PENDING MRI RESULTS <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> POOR DOCTOR'S SIGNATURE REQUIRED <u>[Signature]</u> DATE: <u>12/13/2010</u>	
<b>PATIENT INFORMATION (PATIENT FILLS OUT)</b> PATIENT NAME (PRINT LAST, FIRST, MIDDLE INITIAL) <u>[REDACTED]</u> ADDRESS <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>MINN</u> ZIP CODE <u>[REDACTED]</u> HOME PHONE <u>[REDACTED]</u> WORK PHONE <u>[REDACTED]</u> CELL PHONE <u>[REDACTED]</u> DOB <u>[REDACTED]</u> LAWYER'S NAME <u>[REDACTED]</u> LAWYER'S TELEPHONE # <u>[REDACTED]</u> LAWYER'S ADDRESS (CITY, STATE, ZIP) <u>[REDACTED]</u> I HEREBY AUTHORIZE THE MRI SCAN AND AUTHORIZED PAYMENT TO MRI, INC. <input checked="" type="checkbox"/> PATIENT OR PARENT/GUARDIAN SIGNATURE (REQUIRED) DATE: <u>12/13/2010</u>		<b>INSURANCE INFORMATION (STAFF FILLS OUT)</b> - fax enlarged front and back copy of Health Insurance card INSURANCE COMPANY NAME <u>[REDACTED]</u> ADDRESS <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>[REDACTED]</u> ZIP <u>[REDACTED]</u> CLAIMS REP. <u>[REDACTED]</u> PHONE <u>[REDACTED]</u> GROUP # <u>[REDACTED]</u> CLAIM # <u>[REDACTED]</u> SUBSCRIBER # <u>[REDACTED]</u> CHECK ONE: <input type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> CAR ACCIDENT DATE OF ACCIDENT <u>12/13/2010</u> <input type="checkbox"/> WORKERS COMPENSATION DATE OF ACCIDENT <u>12/13/2010</u> EMPLOYER AT TIME OF INJURY <u>[REDACTED]</u> PHONE # <u>[REDACTED]</u> ADDRESS <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>[REDACTED]</u> ZIP <u>[REDACTED]</u> <input type="checkbox"/> OTHER: <u>[REDACTED]</u>	

FIND CLOSEST IMAGING CENTER AT:  
[mobilediagnosticimage.com](http://mobilediagnosticimage.com)  
 (fill out back side of form →)



## ***Mobile Diagnostic Imaging, Inc.***

*5101 Olson Memorial Highway  
Suite 2000*

*Golden Valley, MN 55422  
Tel: 952.920.6500 Fax: 952.920.9702*

August 6, 2013

Dear Doctor or Clinic Chief Financial Officer:

**Re: Quality MRI Scanning . . . Additional Revenues to the Practice**

Dear Doctor or Chief Financial Officer:

Mobile Diagnostic Imaging (MDI) serves over 75 clinics in Minnesota and Wisconsin with Superior MRI Services. Our Reading Radiologist is world famous Steven Pomeranz.

- Are you referring your MRIs out?
- Have you ever thought of conducting MRI studies at your clinic (mobile MRI)?
- MDI will bring the MRI coach to your office (you do not need a separate electrical hookup).
- Your clinic now bills for the MRIs and leases the MRI from MDI
- Why MRI at your office? **Patient Convenience/Doctor Education/Increased Revenues**
- What is the next step? If interested, call **952 920 6500** or email: **drappleman@mobilediagnosticimage.com**

Why should your clinic scan in-house? **A. Patient Convenience B. Increased Revenues to Clinic C. MRI Education of the doctors.**

MDI would be honored to serve your patients. Thank you for your valued time! No one beats our lease pricing!

**952 920 6500 or**

**Email:drappleman@mobilediagnosticimage.com**

Sincerely,

Michael A. Appleman, Ph.D.

# **CHIRO ROSTER**

ACTIVE REVISED 7/06/2011

ALL NEW SITES BILL \$1999 FIRST TIME

X ANDERSON, DANIEL, D.C.

ANDERSON CHIROPRACTIC

38786 EIGHTH AVE

P.O. BOX 518

NORTH BRANCH, MN 55056

PH: [REDACTED] FAX: SAME

HOME: [REDACTED] CELL: [REDACTED]

E-mail: [REDACTED]

Closed on Friday's!!! DO NOT CALL! ROLLS INTO DEBBIE'S CELL PHONE!!!

X [REDACTED]

PH: 651 [REDACTED] FAX: 651 [REDACTED]

CELL: [REDACTED]

DO NOT call T & TH open 2pm

E-mail: [REDACTED]

X [REDACTED]

BIG parking lot!

PH: 715 [REDACTED] FAX: 715 [REDACTED]

CELL: 715 [REDACTED]

E-mail: [REDACTED]

[REDACTED]

PH: 715 [REDACTED] FAX: 715 [REDACTED]

PH: 715 [REDACTED] FAX: 715 [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

X ATKINSON, DAVID D.C. MN-1

BOULEVARD CHIROPRACTIC CLINIC, PA

7200 MINNETONKA BLVD

ST. LOUIS PARK, MN 55426

PH: 952 [REDACTED] FAX: 952 [REDACTED]

CELL: [REDACTED] Cannot leave coach there

E-mail: [REDACTED]

[REDACTED]

PH: 651 [REDACTED] FAX: 651 [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

BLOOM, KATHY D.C. MN-1

BLOOM CHIROPRACTIC CLINIC

1501 RIVERWOOD DR, STE 160

BURNSVILLE, MN 55337

PH: [REDACTED] FAX: [REDACTED]

E-mail: [REDACTED]

[REDACTED]

PH: 320 [REDACTED] FAX: 320 [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

X BOERJAN, DENIS, D.C. \*BILL \$2399 MN-1

ADVANCE CHIROPRACTIC

1724 37TH STREET NW

ROCHESTER, MN 55901

PH: [REDACTED] FAX: [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

X BOKE, ASSIAT D.C. BILL \$2799 if driver

ASSIAT BOKE CHIROPRACTIC

951 TRENTON LN

PLYMOUTH, MN 55441

CELL: [REDACTED] FAX: [REDACTED]

E-mail: [REDACTED]

CONTACTED BY FAX PER DR REQUEST

Coach is at 5685 DULUTH STREET  
GOLDEN VALLEY, MN 55422

\*\*\*NEED TO CONTACT NANCY CAMPBELL  
FOR PARKING (NORTH MARQUETTE)\*\*\*

952-893-8207

BRANDT, ERIC D.C.

RIVERSIDE FAMILY CHIROPRACTIC

111 N RUM RIVER DR., SUITE A

PRINCETON, MN 55371

PH: 763 [REDACTED] FAX: 763 [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

STEVEN VAN HODSER, DC

Parks Van @ Dr. Brandt's office

[REDACTED]  
PH: 763- [REDACTED] FAX: 763- [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
PH: 952- [REDACTED] MN [REDACTED] FAX: 952- [REDACTED]  
Cell: [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
PH: 218- [REDACTED] MN [REDACTED] FAX: 218- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

**CASPERS, GUY D.C prefer MN-1**  
CASPER'S CHIROPRACTIC  
103 3<sup>RD</sup> AVE NW  
HUTCHINSON, MN 55350  
PH: [REDACTED] FAX: [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
PH: 651- [REDACTED] MN [REDACTED] FAX: 651- [REDACTED]

\* ~~WILLIAM PARKER, D.C. MN-1~~

[REDACTED]  
PH: 763/ [REDACTED] MN [REDACTED] FAX: 763- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

X [REDACTED]  
PH: 507- [REDACTED] MN [REDACTED] FAX: 507- [REDACTED]  
CELL: 612- [REDACTED]  
E-mail: [REDACTED]

X **DANIELSON, JEFFREY D.C. MN-1**  
NORTHERN LIFE CHIROPRACTIC  
13955 W PRESERVE BLVD  
BURNSVILLE, MN 55337 DO NOT MOVE!!!  
PH: 952- [REDACTED] FAX: 952- [REDACTED]  
CELL: [REDACTED] cannot park coach early, etc.  
E-mail: [REDACTED]

[REDACTED]  
PH: 763- [REDACTED] MN [REDACTED] FAX: 763- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

**DeHAVEN, STEPHEN D.C. MN-1**  
DeHAVEN CHIROPRACTIC CLINIC  
1060 CENTERVILLE CIRCLE  
VADNAIS HEIGHTS, MN 55127  
PH: [REDACTED] FAX: [REDACTED]  
CELL: [REDACTED] Do NOT call on Tues  
E-mail: [REDACTED]

[REDACTED]  
PH: 507- [REDACTED] MN [REDACTED] FAX: 507- [REDACTED]  
CELL: 507- [REDACTED]  
E-mail: [REDACTED]

**EDWARDS, DOUGLAS D.C. MN-1**  
ALBERT LEA CHIROPRACTIC  
1340 W. MAIN ST.  
ALBERT LEA, MN 56007  
PH: [REDACTED] FAX: [REDACTED]  
E-mail: [REDACTED]

**ENGEL, STEPHEN D.C**  
ENGEL CHIROPRACTIC PA  
9 W 14<sup>th</sup> ST, SUITE 103  
MINNEAPOLIS, MN 55403  
PH: [REDACTED] FAX: [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
PH: 763- [REDACTED] MN [REDACTED] FAX: 763- [REDACTED]  
CELL: N/A

E-mail: [REDACTED]

[REDACTED] MN  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
CELL: N/A  
E-mail: [REDACTED]

[REDACTED] MN  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
Cell: [REDACTED]  
E-mail: [REDACTED]

[REDACTED] MN  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

X **GIFFORD, SHAUN D.C.** **BILL \$2,100**  
PROADJUSTER CHIROPRACTIC  
1064 E COUNTY RD 42  
BURNSVILLE, MN 55337  
PH: 952- [REDACTED] FAX: 952- [REDACTED]  
CELL: Currier [REDACTED]  
CELL: Gifford [REDACTED]  
E-mail: [REDACTED]

[REDACTED] MN  
PH: 952- [REDACTED] FAX: 952- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

[REDACTED] WI  
PH: 715- [REDACTED] FAX: N/A Email Reports  
CELL: [REDACTED]  
E-mail: [REDACTED]

X **WONSONSKI, LEO M.D.**  
ARCH CHIROPRACTIC  
2800 UNIVERSITY AVE SE, STE 103  
MINNEAPOLIS, MN 55414  
PH: 612- [REDACTED] FAX: 612- [REDACTED]

E-mail: [REDACTED]

**COACH IS PARKED AT:**  
**1656 DORFSET LANE**  
**NEW RICHMOND, WI**

NEW RICHMOND OFFICE  
1656 DORFSET LANE  
NEW RICHMOND, WI  
PH#715- [REDACTED]

[REDACTED] WI  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
E-mail: [REDACTED]

X **HALL, DANIAL AND LOIS D.C.** **MN-1**  
HALL FAMILY CHIROPRACTIC  
13999 60<sup>TH</sup> ST N  
STILLWATER, MN 55082  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
Cell: [REDACTED] Danial only  
E-mail: [REDACTED]

[REDACTED] WI  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

**HARSTAD, ROBIN D.C.** **MN-1**  
OVERSTAD CHIROPRACTIC, P.A.  
1425 COON RAPIDS BLVD. NW  
COON RAPIDS, MN 55433 Do NOT bill pt's  
PH: 612- [REDACTED] FAX: 763- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

[REDACTED] MN  
PH: 507- [REDACTED] FAX: 507- [REDACTED]  
Cell: [REDACTED]  
E-mail: [REDACTED]

**JACKSON, STEVEN D.C** **MN-1** **BILL \$2399**  
JACKSON CHIROPRACTIC  
3508 RICE STREET  
ST. PAUL, MN 55126  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
E-mail: [REDACTED]

**JOHNSON, DERREK D.C. .MN-1**

WELLNESSONE OF NISSWA  
5482 COUNTY ROAD 18

P.O. BOX 379

NISSWA, MN 56468-0379

PH: 888- [REDACTED] FAX: 218- [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

[REDACTED]

PH: 715- [REDACTED] FAX: 715- [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

**JOHNSON, MARK D.C.**

METRO CENTER CHIROPRACTIC

825 NICOLLET MALL, STE 1845

MINNEAPOLIS, MN 55402

PH: 612- [REDACTED] FAX: 612- [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

**CONVULSIONS, PAUL D.C.**

15786 IRON MOUNTAIN CT.

BURNSVILLE, MN 55337

[REDACTED]

PH: 507- [REDACTED] FAX: 507- [REDACTED]

Email: [REDACTED]

**KARG, STEVE D.C.**

ROCKFORD CHIROPRACTIC

9000 WALNUT ST.

ROCKFORD, MN 55373

PH: 763- [REDACTED] FAX: 866- [REDACTED]

Cell: [REDACTED]

E-mail: [REDACTED]

**KILPATRICK, MICHAEL D.C MN-1**

MICHAEL S. KILPATRICK, D.C.

314 E. MAIN ST, SUITE 1

NEW PRAGUE, MN 56701

PH: 952- [REDACTED] FAX: 952- [REDACTED]

Cell: [REDACTED]

E-mail: [REDACTED]

**KIRKING, AARON D.C. MN-1**

SPINAL HEALTH

**HAASE, DAVID D.C.**

VITALITY HEALTH AND WELLNESS

12100 SINGLETREE LN, SUITE 129

EDEN PRAIRIE, MN 55344

PH: 952- [REDACTED] FAX: 952- [REDACTED]

Cell: [REDACTED]

X [REDACTED] - Parkes Jan @ Dr. [REDACTED]

WI [REDACTED]

PH: 715- [REDACTED] FAX: 715- [REDACTED]

CELL: [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

\$400 hardship patients

[REDACTED]

PH: 715- [REDACTED] FAX: 715- [REDACTED]

E-mail: [REDACTED]

[REDACTED]

PH: 507- [REDACTED] FAX: 507- [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

[REDACTED]

PH: 715- [REDACTED] FAX: 715- [REDACTED]

E-mail: [REDACTED]

[REDACTED]

PH: 952- [REDACTED] FAX: 952- [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

Renee's email: [REDACTED]

**KVAM, BRENT D.C.**

HEALTHSTAR CHIROPRACTIC

7525 MITCHELL RD.

EDEN PRAIRIE, MN 55344

PH: 952- [REDACTED] FAX: 952- [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

**LAMPPA, MICHAEL D.C. prefer . MN-1**

ACTIVE LIFE CHIROPRACTIC

8900 PENN AVE S STE#100



BLOOMINGTON, MN 55431

PH: [REDACTED] FAX: 952-[REDACTED]

CELL:

E-mail: [REDACTED]

(KEEP SCHED ON FRIDAY'S)

X

PH: [REDACTED] FAX: [REDACTED]

CELL: [REDACTED]

E-mail: [REDACTED]

\*\*\* [REDACTED] CAMPBELL FOR

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CELL:

E-mail: [REDACTED]

X

WI

PH: 715-

FAX: 715-

CELL:

E-mail:

MELISSA KOLB, DC

MN

\*Will go for 2 scans

PH: 507-

FAX: 507-

CELL:

E-mail:

X

MN

PH:

CELL:

E-mail:

PO BOX

WI

PH: 715-

FAX: 715-

CELL:

E-mail:

X

MOL, STEVEN D.C. MN-1

INTEGRATED HEALTH & WELLNESS

6805 FLYING CLOUD DR

EDEN PRAIRIE, MN 55344

PH:

FAX:

E-mail:

call Anne Quinn for parking

-\$150.00 payment  
to white board

MN

PH:

FAX: 320-

Cell: doesn't have one

E-mail:

\*\*\*ONLY G4 FITS HERE\*\*\*

[REDACTED]

[REDACTED] MN  
PH: 507- [REDACTED] FAX: 507- [REDACTED]  
CELL: N/A  
E-mail: [REDACTED]

[REDACTED]

[REDACTED] WI  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
CELL:  
E-mail: [REDACTED]

[REDACTED]

[REDACTED] MN  
PH: 320- [REDACTED] FAX: 320- [REDACTED]  
Doesn't have cell or e-mail  
TAKE SHIELDED COACH

[REDACTED]

[REDACTED] WI  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
CELL:  
E-mail: [REDACTED]

X NGUYEN, DUYLINH D.C., MN-1

PH: 612- [REDACTED]

OPTIMUM CHIROPRACTIC  
7827 BROOKLYN BLVD  
BROOKLYN PARK, MN 55445

PH: 763- [REDACTED] FAX: 763- [REDACTED]  
CELL: [REDACTED] dr nguyen  
CELL: [REDACTED] Tina  
E-mail: [REDACTED]

[REDACTED]

[REDACTED] MINNESOTA  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
CELL:  
E-mail: [REDACTED]

MUST HAVE 4 SCANS TO GO

[REDACTED]

[REDACTED] MN  
PH: 952- [REDACTED] FAX: 952- [REDACTED]  
epoie@aol.com  
Cell: Dr [REDACTED]

[REDACTED]

P.O. BOX [REDACTED]  
[REDACTED] WI [REDACTED]  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
Cell: won't give out  
E-mail: [REDACTED]

\* OTTOMEYER, RICHARD D.C.

GEHLSSEN, SHAWN D.C.

OTTOMEYER CHIROPRACTIC CLINIC, PLLC  
967 SOUTH LAKE STREET  
FOREST LAKE, MN 55025

PH: 651- [REDACTED] FAX: 651- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

PEARSON, SCOT D.C. MN-1

PEARSON CHIROPRACTIC CLINIC  
4444 W 76<sup>TH</sup> ST STE 100  
EDINA, MN 55435

PH: 952- [REDACTED] FAX: 952- [REDACTED]  
E-mail: [REDACTED]

PERRY, CARRON D.C MN-1

SALMI, CANDANCE D.C

BODY MIND CHIROPRACTIC CENTER  
1150 MONTREAL AVE, STE 101  
ST. PAUL, MN 55116

PH: 651- [REDACTED] FAX: 651- [REDACTED]  
CELL:  
E-mail: [REDACTED].com

[REDACTED].com

[REDACTED].com  
[REDACTED].com

PETERSON, BRUCE D.C.

PROADJUSTER CHIROPRACTIC CENTER  
2599 WHITE BEAR AVE  
MAPLEWOOD, MN 55109

PH: 651- [REDACTED] FAX: 651- [REDACTED]  
Email: [REDACTED]

DR [REDACTED] CELL: [REDACTED]

E-mail: [REDACTED]

X ~~POSTER STEVEN D.C. BILL \$2,999~~

AFFINITY HEALTH CHIROPRACTIC MN-1  
1527 E LAKE STREET, STE 200A  
MINNEAPOLIS, MN 55407  
PH: 612- [REDACTED] FAX: 612- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

~~COACH'S PARKING AT:~~

- Also Sends  
to Golden Valley  
Byerlys.

REEVE, MARK D.C. . MN-1  
REEVE CHIROPRACTIC CLINIC, PA  
308 4<sup>TH</sup> AVE. N.W. coach comes in the am  
AUSTIN, MN 55912 Scans 12-4 usually  
PH: 507- [REDACTED] FAX: 507- [REDACTED]  
Cell: won't give out  
E-mail: [REDACTED]  
QUOTE OUT OF NETWORK BENEFITS

[REDACTED]  
MN  
PH: 952- [REDACTED] FAX: 952- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
WI  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

RUHLAND, ANDREA D.C. MN-1  
& DR LAURA BARRY  
LAKEVILLE FAMILY CHIROPRACTIC  
16283 IPAVA AVENUE  
LAKEVILLE, MN 55044  
PH: 952- [REDACTED] FAX: 952- [REDACTED]  
Cell: [REDACTED]  
E-mail: [REDACTED]  
\*\*WE DO THE SCHEDULING\*\*

[REDACTED]  
MN  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
DR [REDACTED] CELL: [REDACTED]

[REDACTED]  
MN  
PH: 651- [REDACTED] FAX: 651- [REDACTED]  
CELL: [REDACTED]  
Email: [REDACTED]

[REDACTED]  
MN  
PH: 763- [REDACTED] FAX: 763- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

SAUNDERS, DOROTHY D.C. prefer . MN-1  
TEAM CHIROPRACTIC & WELNESS CENTER  
261 E BROADWAY  
PO BOX 962  
MONTICELLO, MN 55362  
PH: 763/ [REDACTED] FAX: SAME  
CELL: [REDACTED]  
E-mail: [REDACTED]

SCHEIDEMAN, BRENT D.C. MN-1  
SCHEIDEMAN CHIRO & BODY SHOP  
14030 BANK ST., SUITE 1  
P.O. BOX 265  
BECKER, MN 55308  
PH: 763- [REDACTED] FAX: 763- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]  
Call Kyle Johnson for parking - probably  
land lord.  
763-261- [REDACTED]

X SCHNEIDER, JEFF D.C.  
HILLSIDE CHIRO CLINIC INC.  
19449 EVANS ST  
ELK RIVER, MN 55330  
PH: 763- [REDACTED] FAX: 763- [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
WI  
PH: 715- [REDACTED] FAX: 715- [REDACTED]  
CELL: [REDACTED]  
E-mail: [REDACTED]

[REDACTED]  
 MN 55395 Closed Tues

PH: 320- [REDACTED] FAX: 320- [REDACTED]  
 CELL: [REDACTED]  
 E-mail: [REDACTED]

\* **SOUZA, MATEUS D.C.** ~~BILL \$1500~~  
 UNIVERSAL CARE CLINICS, LLC  
 8120 PENN AVE, STE 158  
 BLOOMINGTON, MN 55431 G-4  
 PH: 952- [REDACTED] FAX: 952- [REDACTED]  
 CELL: [REDACTED]  
 E-mail: [REDACTED]

**STARBUCK, CINDY & ERIK DC MN-1**  
 HEALING HANDS CHIRO & WELLNESS CTR  
 1036 CLEVELAND AVE S  
 ST PAUL, MN 55116  
 PH: 651- [REDACTED] FAX: 651- [REDACTED]  
 e-mail: [REDACTED]  
 Cell: [REDACTED]

[REDACTED]  
 MN  
 PH: 952- [REDACTED] FAX: 952- [REDACTED]  
 E-mail: [REDACTED]  
 \*\*WE DO THE SCHEDULING\*\*

**STOFFELS, MICHAEL D.C.** ~~BILL \$1000~~ MN-1  
 STOFFELS CHIROPRACTIC  
 130 BUTLER AVE E  
 ST. PAUL, MN 55118  
 PH: 651- [REDACTED] FAX: 651- [REDACTED]  
 CELL: [REDACTED]  
 E-MAIL: [REDACTED]

[REDACTED]  
 MN  
 PH: 651- [REDACTED] FAX: 651- [REDACTED]  
 E-mail: [REDACTED]  
 (ONLY SCAN ON SATURDAY'S)

\* **TRAN, ALLEN SON D.C.** MN-1  
 PRESTIGE CHIROPRACTIC  
 1159 UNIVERSITY AVE ST. #106  
 ST. PAUL, MN 55104  
 PH: 651- [REDACTED] FAX: 651- [REDACTED]  
 CELL: [REDACTED]  
 E-mail: [REDACTED]

~~\*BILL 2 PTS OR LESS = BILL \$1900~~  
~~\*PTS OR MORE = BILL \$1800~~

\*\*\*CUT \$50 TRANSPORTATION CHECKS\*\*\*

X **VALENTINI, JOHN D.C.** ~~BILL \$2299~~  
**SHINDER, MICHAEL D.C MN-1**  
 FOUR SEASONS CHIROPRACTIC  
 4455 N HIGHWAY 169, STE 200  
 PLYMOUTH, MN 55442  
 PH: 763- [REDACTED] FAX: 763- [REDACTED]  
 CELL: [REDACTED]  
 E-mail: [REDACTED]

- Both paid  
 for pt's on  
 1/11

[REDACTED]  
 MN  
 PH: 561- [REDACTED]  
 E-mail: [REDACTED]

[REDACTED]  
 MN  
 PH: 763- [REDACTED] FAX: 763- [REDACTED]  
 CELL: [REDACTED]  
 E-mail: [REDACTED]  
 No parking paid @ Dr Brandt's office

X **VIRGA, JOSEPH D.C.**  
 VIRGA CHIROPRACTIC CLINIC  
 12670 LAKE BLVD  
 PO BOX 482  
 LINDSTROM, MN 55045  
 PH: 651- [REDACTED] FAX: 651- [REDACTED]  
 CELL K: [REDACTED] CELL J: [REDACTED]  
 E-mail: [REDACTED]

X [REDACTED]  
 WI  
 PH: 715- [REDACTED] FAX: 715- [REDACTED]  
 CELL: [REDACTED]  
 E-mail: [REDACTED]  
 LANDLORD GETS \$1000  
 Prefer not to park here  
 \*\*WE DO THE SCHEDULING\*\*

- MDI does all  
 scheduling

[REDACTED] D.C. [REDACTED]

1500

## HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

FARMERS INSURANCE

PO BOX 268993

OKLAHOMA CITY, OK 73126

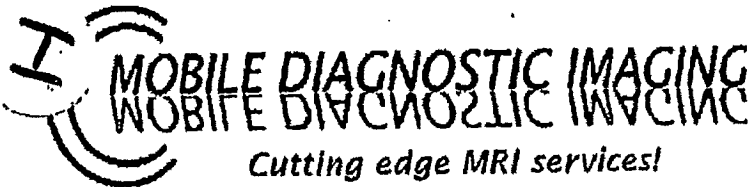
PICA		PICA	
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA OTHER (Medicare #) (Medicaid #) (Sponsor's SSN) (Member ID) (SSN or ID) (SSN) (ID)		1a. INSURED'S ID NUMBER (For Program in Item 1) 1015984345-1-1	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		4. INSURED'S NAME (Last Name, First Name, Middle Initial)	
3. PATIENT'S BIRTH DATE SEX M F		7. INSURED'S ADDRESS (No., Street)	
5. PATIENT'S ADDRESS (No., Street)		8. PATIENT STATUS Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Other <input type="checkbox"/> Employed <input checked="" type="checkbox"/> Full-Time Student <input type="checkbox"/> Part-Time Student <input type="checkbox"/>	
6. PATIENT RELATIONSHIP TO INSURED Self		9. INSURED'S CITY STATE CITY STATE	
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> b. AUTO ACCIDENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PLACE (State) MN c. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		11. INSURED'S POLICY GROUP OR FECA NUMBER	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 06/10/2010		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE	
14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (UMP) MM DD YY 05 06 10		15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DR ASSIAT BOKE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. RESERVED FOR LOCAL USE		20. OUTSIDE LAB? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> \$ CHARGES 0.00	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate items 1, 2, 3 or 4 to item 24E by Line) 1. L 722 10 3. L		22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER		24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE ENG C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. SPD/Part Per I. ID. QUAL J. RENDERING PROVIDER ID. #	
1 06 10 10 06 10 10 15 72148 1 2599.00 1 NPI		2 NPI	
3 NPI		4 NPI	
5 NPI		6 NPI	
25. FEDERAL TAX ID NUMBER BSN EIN		26. PATIENT'S ACCOUNT NO.	
27. ACCEPT ASSIGNMENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		28. TOTAL CHARGE \$ 2599.00	
29. AMOUNT PAID \$ 0.00		30. BALANCE DUE \$ 2599.00	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) MICHELE HUNTER, RT SIGNED 06/23/2010		32. OFFICE/FACILITY LOCATION INFORMATION MOBILE DIAGNOSTIC IMAGING 5685 DULUTH STREET GOLDEN VALLEY MN 55422	
33. BILLING PHYSICIAN INFO & PH #		34. BILLING FACILITY INFO & PH #	
MOBILE DIAGNOSTIC IMAGING 6500 BARRIE ROAD EDINA MN 55435			

NUCC Instruction Manual available at: www.nucc.org  
Mkt. by Medical Arts Press  
Call toll-free: 1-800-328-2179

PLEASE PRINT OR TYPE

APPROVED OMB-0938-0899 FORM CMS-1500 (08-05)  
#14710 - Medical Arts Press  
Use with Envelope #14145 (gummed) or #14146 (self-seal)

EXHIBIT 11



6500 Barrie Road  
Edina, MN 55435  
Office: 952.920.6500  
Toll Free Office: 866.331.9223  
Fax: 952.920.9702  
Toll Free Fax: 866.331.8654

<b>YOUR APPOINTMENT (STAFF FILLS OUT)</b>		<b>AREAS TO BE EXAMINED (DOCTOR FILLS OUT)</b>	
DATE: <u>10/10/10</u> M T W Th F Sa Su TIME: <u>1:50pm</u>		BODY <input type="checkbox"/> Chest <input type="checkbox"/> Hip <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/> Pelvis HEAD <input type="checkbox"/> Head <input type="checkbox"/> TMJ OTHER _____	
• PLEASE ARRIVE 30 MINUTES EARLY TO COMPLETE PAPERWORK. • PLEASE ARRIVE 15 MINUTES EARLY IF PAPERWORK IS COMPLETED.		SPINE Levels: _____ <input type="checkbox"/> Cervical <input type="checkbox"/> Thoracic <input checked="" type="checkbox"/> Lumbar EXTREMITIES <input type="checkbox"/> Shoulder <input type="checkbox"/> Elbow <input type="checkbox"/> Wrist <input type="checkbox"/> Knee <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/> R <input type="checkbox"/> L	
REFERRING PHYSICIAN (PRINT) <u>Assoc. Bokor A.C.</u>		<b>NECESSITY FOR MRI EXAM (DOCTOR FILLS OUT)</b> DIAGNOSIS (ES) 1. _____ 2. _____ 3. _____ SUBJECTIVE COMPLAINTS <input type="checkbox"/> PAIN IN: _____ <input type="checkbox"/> RADICULOPATHY RADIATING TO: _____ <input type="checkbox"/> OTHER COMPLAINTS: _____ OBJECTIVE FINDINGS _____ PROGNOSIS <input type="checkbox"/> EXCELLENT <input type="checkbox"/> FAIR <input type="checkbox"/> PENDING MRI RESULTS <input type="checkbox"/> GOOD <input type="checkbox"/> POOR DOCTOR'S SIGNATURE REQUIRED X _____ DATE: <u>10/10/10</u>	
CLINIC NAME _____			
CLINIC ADDRESS _____			
OFFICE PHONE <u>952-220-9250</u> OFFICE FAX <u>763-390-6331</u>			
<b>PATIENT INFORMATION (PATIENT FILLS OUT)</b>			
PATIENT NAME (PRINT LAST, FIRST, MIDDLE INITIAL) [REDACTED]			
ADDRESS [REDACTED]			
CITY [REDACTED]	STATE <u>MN</u>	ZIP CODE [REDACTED]	
HOME PHONE [REDACTED]	WORK PHONE [REDACTED]		
CELL PHONE [REDACTED]	DOB [REDACTED]		
LAWYER'S NAME [REDACTED]	LAWYER'S TELEPHONE # [REDACTED]		
LAWYER'S ADDRESS (WITH CITY, STATE, ZIP) [REDACTED]			
I, [REDACTED], DO HEREBY AUTHORIZE PAYMENT TO MDI, INC. X _____ DATE: <u>10/10/2010</u> (PATIENT OR PARENT/GUARDIAN SIGNATURE REQUIRED)			
<b>INSURANCE INFORMATION (STAFF FILLS OUT)</b> - fax/enlarge front and back copy of Health Insurance card			
INSURANCE COMPANY NAME <u>Amicus</u> ADDRESS <u>Box 268993</u> CITY <u>Oklahoma City</u> STATE <u>OK</u> ZIP <u>73126</u> CLAIMS REP. [REDACTED] PHONE [REDACTED] GROUP # [REDACTED] CLAIM # <u>105984345-1-1</u> SUBSCRIBER # [REDACTED]		CHECK ONE: <input type="checkbox"/> INSURANCE <input checked="" type="checkbox"/> CAR ACCIDENT DATE OF ACCIDENT <u>5/16/10</u> <input type="checkbox"/> WORKERS COMPENSATION DATE OF ACCIDENT <u>1/1/10</u> EMPLOYER AT TIME OF INJURY _____ PHONE # _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ <input type="checkbox"/> OTHER _____	

FIND CLOSEST IMAGING CENTER AT:  
**mobilediagnosticimage.com**  
 (fill out back side of form →)