

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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LIBERTY MUTUAL INSURANCE COMPANY, et al.,

Plaintiff,

JUDGMENT

-against-

Docket No.:
CV 14-1330(BMC)

ELLINA MATSKINA, L.AC, et al.,

Defendants.

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A Decision and Order of Honorable Brian M. Cogan, United States District Judge, having been filed on September 7, 2014, granting the motion by plaintiffs, Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, The First Liberty Insurance Corporation, LM Insurance Corporation, Liberty Mutual Mid-Atlantic Insurance Company, Liberty County Mutual Insurance Company, LM Property, Casualty Insurance Company, Safeco Insurance Company Of Indiana, American States Insurance Company, American Economy Insurance Company, American Fire And Casualty Company, Consolidated Insurance Company, Employers Insurance Company Of Wausau, Excelsior Insurance Company, First National Insurance Company Of America, Indiana Insurance Company, LM General Insurance Company, Ohio Security Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, Safeco Insurance Company Of America, Safeco National Insurance Company, The Midwestern Indemnity Company, The Netherlands Insurance Company, The Ohio Casualty Insurance Company, Wausau Business Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company and West American Insurance Company ("Plaintiffs") for default judgment and directing Plaintiffs to submit a judgment pursuant to Fed.R.Civ.P. 58(a) in favor of Plaintiffs on

their declaratory judgment, common law fraud, RICO and unjust enrichment claims against Defendants, Ellina Matskina, L.Ac., Nellya Razzakova, L.Ac., Ada Kulagina, L.Ac., Yury Tsukanov, L.Ac., Roman Shimunov, L.Ac., Ilona Abitbol, L.Ac., Bay Needle Care Acupuncture, P.C., Sunrise Acupuncture, P.C., Easy Care Acupuncture, P.C., Shirom Acupuncture, P.C., Urban Well Acupuncture, P.C., Acupuncture Approach, P.C., SML Acupuncture, P.C., Bronx Acupuncture Therapy, P.C., NR Acupuncture, P.C., Silver Lotus Acupuncture, P.C., and Andrey Anikeyev (the “Defaulting Defendants”); it is hereby,

ORDERED AND ADJUDGED that Plaintiffs shall have judgment against the Defaulting Defendants, jointly and severally, for compensatory damages in the amount of \$1,505,235.29; (ii) treble damages under the RICO Act in an amount of \$4,515,705.87; and (iii) pre-judgment interest on the fraud claims in an amount of \$506,727.82; all resulting in the total sum of \$5,021,433.69; and it is further

ORDERED, ADJUDGED AND DECREED that each of the Defaulting Defendants shall have no right to receive payment on any bills or claims submitted to Plaintiffs and Plaintiffs are not obligated or liable to pay any such bills and claims.

Dated: Brooklyn, New York
September 18, 2014

Digitally signed by Brian M.
Cogan
by: _____

U.S.D.J.