

1 BRUCE W. KELLEY, ESQ.
Nevada Bar No. 7331
2 ERON Z. CANNON, ESQ.
Nevada Bar No. 8013
3 McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP
4 8337 West Sunset Road, Suite 350
Las Vegas, NV 89113
5 Telephone: (702) 949-1100
Facsimile: (702) 949-1101
6 Attorneys for Plaintiffs

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7
8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10
11 ALLSTATE INSURANCE COMPANY,
ALLSTATE PROPERTY & CASUALTY
12 INSURANCE COMPANY and
ALLSTATE INDEMNITY COMPANY,

CASE NO. 2:08-cv-00369

13 Plaintiffs,

14 vs.

15 OBTEEN N. NASSIRI, D.C., JENNIFER
16 NASSIRI, ALBERT NOORDA, M.D.,
ADVANCED ACCIDENT
17 CHIROPRACTIC CARE, DIGITAL
IMAGING SERVICES aka DIGITAL
18 IMAGING SERVICES, LLC, J&O
HOLDINGS, LLC, MARYLAND
19 MEDICAL CENTER, LLC,

20 Defendants.

21
22 **COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL**

23 Plaintiffs ALLSTATE INSURANCE COMPANY, ALLSTATE PROPERTY &
24 CASUALTY INSURANCE COMPANY and ALLSTATE INDEMNITY COMPANY, by and
25 through their attorneys of record of the law firm McCORMICK, BARSTOW, SHEPPARD,
26 WAYTE & CARRUTH LLP, hereby submits the following Complaint for Damages against
27 Defendants OBTEEN N. NASSIRI, D.C., JENNIFER NASSIRI, ALBERT NOORDA, M.D.,
28 ADVANCED ACCIDENT CHIROPRACTIC CARE, DIGITAL IMAGING SERVICES aka

1 DIGITAL IMAGING SERVICES, LLC, J&O HOLDINGS, LLC, MARYLAND MEDICAL
2 CENTER, LLC, as more fully set forth below.

3 **DEMAND FOR A JURY TRIAL**

4 1. Plaintiffs hereby demand a trial by jury on all issues, counts, claims and allegations
5 contained within this Complaint or to be pleaded in the future, if necessary.

6 **JURISDICTION AND VENUE**

7 2. This action is brought under the federal Racketeer Influenced and Corrupt
8 Organization Act (“RICO Act”), 18 U.S.C. §1961, *et seq.*, and various other Nevada common law
9 doctrines and/or statutes. Jurisdiction is vested in this Court by virtue of 17 U.S.C. §501(b) and 28
10 U.S.C. §1331. Plaintiffs’ claims brought under Nevada law are so related to Plaintiffs’ Federal
11 claims, over which the Court has original jurisdiction, that they form part of the same case or
12 controversy. Under Article III of the United States Constitution, the Court has supplemental
13 jurisdiction over Plaintiffs’ Nevada common law and/or statutory claims pursuant to 28 U.S.C.
14 §1367.

15 3. This Court further and alternatively has jurisdiction over this action pursuant to 28
16 U.S.C. § 1332(a) because of diversity of citizenship. Plaintiffs are citizens and residents of the
17 State of Illinois (see paragraphs 5-6 below). Defendants are citizens, residents and have their
18 principal place of business in the State of Nevada. The amount in controversy exceeds \$75,000
19 exclusive of interest and costs.

20 4. A substantial part of the events and omissions giving rise to the claims stated
21 herein occurred in this District (within the city of Las Vegas, in the state of Nevada) and at least
22 one defendant is found in this District. Venue is proper in this District and this Division pursuant
23 to 28 U.S.C. §§1391(b)(2) and (3) and pursuant to 18 U.S.C. §1965(b).

24 **PARTIES TO THIS LITIGATION**

25 5. Plaintiff, Allstate Insurance Company, is a corporation incorporated under the laws
26 of the state of Illinois, with its principal place of business in Illinois.

27 6. Plaintiff, Allstate Property & Casualty Insurance Company, is a corporation
28 incorporated under the laws of the state of Illinois, with its principal place of business in Illinois.

1 7. Plaintiff, Allstate Indemnity Company, is a corporation incorporated under the laws
2 of the state of Illinois, with its principal place of business in Illinois.

3 8. Obteen Nassiri, D.C. (hereinafter “Dr. Nassiri) is competent adult, a resident and
4 citizen of Nevada and has been employed as and working as a doctor of chiropractic medicine
5 within the state of Nevada since 2000. Dr. Nassiri has been licensed as a chiropractor by the state
6 of Nevada since 2000.

7 9. Jennifer Nassiri is a competent adult and a resident of the state of Nevada.
8 Plaintiffs believe that Jennifer Nassiri is the legal wife of Dr. Nassiri and has ownership interests in
9 Advanced Accident Chiropractic Care, Digital Imaging Services aka Digital Imaging Services,
10 LLC, and Maryland Medical Center, LLC.

11 10. In 2001, Dr. Nassiri opened Advanced Accident Chiropractic Care (hereinafter
12 “Advanced Accident”), a Nevada corporation. Plaintiffs allege, based upon information and belief,
13 that Dr. Nassiri is the owner and operator and a corporate officer with Advanced Accident. At all
14 times herein relevant, Advanced Accident was located at 2100 South Maryland Parkway, Suite #8,
15 Las Vegas, Nevada. Dr. Nassiri, along with his wife, Jennifer Nassiri (maiden surname,
16 Anderson), are the owners of Advanced Accident. Dr. Nassiri and Jennifer Nassiri has operated
17 and managed Advanced Accident since it opened in 2001. Dr. Nassiri at all times herein relevant
18 has been working as a licensed chiropractor for Advanced Accident. Dr. Nassiri is the President
19 and Director of Advanced Accident. Advanced Accident has advertised to the public of Las Vegas,
20 Nevada that it specializes in treatment of injuries arising out of motor vehicle accidents and the
21 treatment of neck and back injuries.

22 11. Digital Imaging Services aka Digital Imaging Services, LLC (hereinafter “Digital
23 Imaging”) is a Nevada corporation that does business in Las Vegas, Nevada. Advanced Accident,
24 Dr. Nassiri and Jennifer Nassiri lease a service to do all the work on behalf of Digital Imaging,
25 which manages liens and billing components of the Magnetic Resonance Imagings (“MRI”) and x-
26 rays that are performed.

27 12. Maryland Medical Center, LLC (hereinafter “Maryland Medical”) is a Nevada
28 limited liability company and healthcare facility which employs Albert Noorda, M.D. (hereinafter

1 “Dr. Noorda”). At all times herein relevant, Maryland Medical was also located at 2100 South
2 Maryland Parkway, Las Vegas, Nevada. Maryland Medical was located in Suite #9 while
3 Advanced Accident was located in Suite #8. Plaintiffs are informed and believes that Defendants
4 maintain ownership interests in Maryland Medical.

5 13. Dr. Noorda is a Family Medicine physician employed by Maryland Medical and
6 who consulted on many of Dr. Nassiri’s claimants. His office location is one suite over from Dr.
7 Nassiri, in Suite #9, but will often times see patients in the Advanced Accident suite #8.

8 14. J&O Holdings, LLC (hereinafter “J&O Holdings”) is a real estate holding company
9 which is owned, controlled and operated by Jennifer Nassiri and Dr. Obteen Nassiri (the “J” and
10 “O” of J&O Holdings). J&O Holdings is the managing member of Maryland Medical.

11 15. Plaintiffs are informed and believes that Dr. Nassiri and other Defendants are the
12 owners of the property located at 2100 South Maryland Parkway, Las Vegas, Nevada, which is the
13 business address for Advanced Accident, Maryland Medical and Digital Imaging.

14 16. Dr. Nassiri also owns a derives a monetary profit in Maryland Medical (in Suite
15 #9) and Digital Imaging (shares Suite #8). He has never disclosed his financial interest in these
16 facilities to any of his patients or to Allstate.

17 17. Plaintiffs are informed and believes, and thereupon alleges, that at all times
18 relevant herein, each of the Defendants was acting as the agent, representative, alter ego and/or
19 under the alias of the other Defendants, and was acting in concert with each of the remaining
20 Defendants in doing the things herein alleged, while at all times acting within the course and scope
21 of such agency

22 **ALLEGED CO-CONSPIRATORS**

23 18. Plaintiffs are informed and believes that there are various physicians in Las Vegas
24 that have conspired with the above defendants to defraud Plaintiffs. Allstate reserves the right to
25 amend its complaint to add said physicians as defendants in this matter.

26 **FACTUAL ALLEGATIONS COMMON TO EACH COUNT**

27 19. Plaintiffs re-allege and restate paragraphs 1 through 18 as if fully set forth within
28 this portion of Plaintiffs’ Complaint.

1 20. This Complaint involves payments that Allstate made on behalf of its insureds who
2 were involved in automobile accidents and who were alleged to have tortuously injured other
3 individuals (the “claimants”) who, in turn, were treated as claimants by Defendants and some of the
4 alleged co-conspirators. These claimants were not insured by Allstate but received a settlement
5 from Plaintiffs, which paid the settlement on behalf of its insureds.

6 21. Plaintiffs allege that Defendants each fraudulently submitted bills for treatment that
7 were either not performed, was medically unnecessary, were inadequately performed on the
8 claimants and that Defendants submitted medical reports that falsely claimed that the claimants
9 sustained injuries that they did not, in fact, sustain.

10 22. Defendants typically rendered the bills for treatment of the claimants directly to the
11 claimants respective legal counsel, and the attorney then held the bill during the pendency of the
12 action or claim and ultimately paid Defendants directly from the proceeds of any judgment or
13 settlement paid by Plaintiffs.

14 23. The records, facts and evidence reveal very severe, and strikingly similar, clinical
15 inconsistencies in the conduct of Defendants all of which do not support medical necessity or
16 reasonableness of the chiropractic treatment incurred at the various facilities, the referrals and
17 elevated billings.

18 24. The claimants sent to Dr. Nassiri at Advanced Accident were referred by local
19 plaintiffs’ personal injury lawyers for treatment and care associated with motor vehicle accidents
20 against Allstate’s insureds. A chief referral source for Defendants was attorney Adam Kutner.

21 25. On other instances, if the claimant did not have an attorney, then Defendants would
22 make referrals to local attorneys, like Adam Kutner.

23 26. Defendants would each require the claimants to execute a lien that would provide
24 Defendants payments of the medical services provided from any settlement proceeds received
25 either after judgment or settlement with any insurance company, including Allstate. At all times
26 Defendants knew that the personal injury suit or claim against which the lien would be applied was
27 subject to defense by an insurer such as Plaintiffs. Accordingly, at all times Defendants knew that
28 the liens for these claimants ultimately would be paid by insurance money if and when the case

1 either settled or went to judgment in the claimant's favor.

2 27. After rendering their purported care to the claimant, Defendants then would submit
3 to the claimants' personal injury attorney invoices for chiropractic, diagnostic, medical radiology,
4 and ancillary services purportedly performed. At all times Defendants knew that these invoices
5 would be used by the recipient injury attorneys to substantiate their injury claims and that insurers
6 such as Plaintiffs would eventually receive the invoices as part of a settlement demand package in
7 the injury case. At all times, Defendants knew that insurers such as Plaintiffs would receive and
8 rely upon the medical billings to evaluate and determine settlement positions in the injury cases to
9 which they pertained.

10 28. Upon settlement of the personal injury claim, the claimant's personal injury
11 counsel would receive an insurance payment of the settlement sum. Defendants would then
12 enforce their lien after the claimants and/or their legal counsel received settlement proceeds from
13 the insurer on the file, which in the instances complained of herein was Plaintiffs. Defendants
14 would then be paid either the amount of the invoices or a negotiated sum to satisfy their lien claim
15 from these settlement funds. Thus, payment for medical, diagnostic, chiropractic and other services
16 provided were all contingent on a settlement or judgment in the underlying claim against Plaintiffs'
17 insureds, with the understanding in every case that insurance money would provide the settlement
18 or judgment proceeds.

19 29. Plaintiffs in the normal and due course, received and reasonably relied upon the
20 reports and bills from Defendants. It was foreseeable to Defendants that this would occur and that
21 Plaintiffs would rely on this information. Plaintiffs reasonably relied upon this documentary
22 information in investigating and evaluating these claims and determining the amounts to pay in
23 settlements of these claims against Plaintiffs' insureds.

24 30. Dr. Nassiri's reports and clinical records for various claimants with injury claims
25 against Allstate insureds, were filled with verbatim descriptions and identical statements,
26 regardless of the circumstances of the accident, or the age and physical condition of the claimant.
27 These included frequent statements that the claimant was "thrust about violently in the car,"
28 "symptoms were generally worse with sitting, standing, lying down, movement, rest, use, walking,

1 work and activities of daily living,” “experiencing much duress at work due to the persistence of
2 the symptoms,” “experiencing much difficulty sleeping,” “experiences the symptoms more during
3 and after work,” “experiencing some depression and anxiety since the accident,” “symptoms are
4 exacerbated with activities such as: lifting, twisting, standing, or sitting for prolonged periods of
5 time.” These types of complaints were consistently found in the different “initial evaluation”
6 reports for nearly every claimant seen by Dr. Nassiri.

7 31. Dr. Nassiri’s reports exhibit patterns reflecting “moderate” to “severe” reports of
8 symptomatology that were described throughout the preponderance of the axial skeleton. The
9 severe complaints were not supported by any reasonable, problem-focused, objective signs, any
10 substantiated, tissue-specific diagnosis, or the modes of care given to each claimant. The diagnoses
11 also were not consistent with the fact that each claimant was ambulatory into the office. Also, Dr.
12 Nassiri notes of widespread symptomatology throughout the axial skeleton were also inconsistent
13 with the preponderance of incidents being rear end motor vehicle collisions.

14 32. The reports of spraining injuries to ligamentous tissues, typically throughout the
15 preponderance of the axial skeleton, were not supported by the clinical record from Dr. Nassiri. A
16 spraining injury refers to injury of non-contractile (ligamentous or capsular) structures, which is
17 classically identified via impairment of passive range of motion. There was no record of
18 impairment of passive range of motion for any claimant. In addition, there was no record of any
19 reasonable history of present illness, nor was the diagnosis supported by any reported findings in
20 diagnostic imaging.

21 33. Within Dr. Nassiri’s records, there was evidence of claimant complaints in forms
22 (filled out by the claimants themselves) that had significant variation with what the clinic reports
23 from Dr. Nassiri (and Advanced Accident’s employee, Dr. Johnson) reflected. Furthermore, the
24 complaints varied with what was reported by the various medical physicians (including Dr. Noorda,
25 Dr. Saxena, Dr. Godin, Dr. La Tourette and Dr. Fazzini).

26 34. In one claimant’s situation, P.F.¹, the Advanced Accident chiropractor, Dr.

27 _____
28 ¹ In order to protect the confidentiality of these records and the privacy of the claimants seen by Defendants, the
identity of these claimants are withheld from this Complaint.

1 Johnson, reported in his Initial Evaluation report of September 20, 2006 (one day after the
2 September 19, 2006 MVA) that the claimant had “been experiencing much duress and discomfort
3 at work due to the persistence of the symptoms.” However, P.F. testified in his sworn deposition
4 that he did not go back to work until two days after the 9/19/06 accident. Thus, P.F. was not even
5 at work and therefore it is impossible that P.F. could have experienced the duress and discomfort
6 that Dr. Johnson described the claimant was allegedly experiencing at work. As such, the clinical
7 findings of worsening symptoms at work were completely false since the claimant had not even
8 returned to work at the time.

9 35. In another instance, Dr. Nassiri saw J.L. on December 19, 2005, the same day of
10 the subject auto accident. In his initial examination, Dr. Nassiri said that J.L. was having
11 difficulties sleeping (He diagnosed J.L. with insomnia”) and also had much duress at work. This of
12 course, is impossible as Dr. Nassiri saw J.L. directly after the accident and thus, J.L. did not have
13 the opportunity to sleep or go to work before seeing Dr. Nassiri. Dr. Nassiri admitted in sworn
14 testimony that his diagnosis of Insomnia on that date, was not based upon a reasonable degree of
15 medical certainty.

16 36. In Dr. Nassiri’s “final evaluation” reports, this Defendant again, uses the same type
17 of language and expressions in describing his claimants, regardless of the individual, the treatment
18 received, the findings noted in the referrals and the diagnostic studies. Common “boilerplate”
19 language in these reports include the following: “symptoms have improved and he doesn’t
20 experience all of the acute symptoms from the accident at the same intensity,” continues to
21 experience some duress while he performing work related activities,” “has been dedicated to the
22 treatment program,” “intensity and frequency of symptoms have decreased since the initiation of
23 treatment, yet continues to experience some residual symptoms,” and the final treatment is nearly
24 always the same.

25 37. There is also substantial evidence of grossly exaggerated clinical findings in the
26 reports and referrals made by Dr. Nassiri.

27 38. Typically, there was a pattern within each of Dr. Nassiri’s claimants as having
28 global, fairly uniform and symmetrical, decreased range of motion throughout the entire spine.

1 Such findings did not support significant impairment and such findings are truly inconsistent with a
2 focused traumatic causation. There were also reports of ungraded spasm and tenderness, which
3 was predominantly uniform and symmetrical in nature throughout the entire spine, without support
4 of sensitive or specific, problem focused objective signs.

5 39. The claimants seen by Defendants reflected “positive” orthopedic signs which were
6 not supported by clinical history or corresponding findings in examination. For example, most
7 claimants were assessed as having a “positive” Kemp test during the initial evaluation. However,
8 there was never any reference of underlying clinical pathology that would support reports of this
9 orthopedic test within reasonable medical certainty. The test was uniformly reported for claimants
10 that had regional low back complaints, without record of a dermatomal pain pattern or any
11 neurological findings that would support an intervertebral disc lesion within reasonable medical
12 certainty.

13 40. Defendants also consistently reported “positive” cervical distraction, cervical
14 compression, foraminal compression and maximum cervical compression testing for each claimant.
15 The potential for each claimant to have “positive” tests is improbable and implausible. Moreover,
16 there was no evidence of a dermatomal pain pattern or any neurological findings that would support
17 these so-called “positive” tests within reasonable medical certainty.

18 41. There was evidence of claimants frequently assessed with “positive”
19 Costoclavicular tests, although there was never any record of a reasonable mechanism of injury to
20 the region, nor was there record of any underlying clinical pathology, that would support reports of
21 this orthopedic test within reasonable medical certainty. Furthermore, these findings were not
22 supported by the countless medical referrals made by Dr. Nassiri to multiple physicians, such as
23 those mentioned in this Complaint.

24 42. The multitude of improbable signs that were reported by Defendants for each
25 claimant (especially considering that most were not supported within reasonable medical certainty)
26 was more consistent with Defendants creating and/or exaggerating a claim rather than for bona fide
27 assessment of a claimant’s true clinical condition.

28 43. At all times herein relevant there existed a pattern of multiple diagnoses made by

1 Defendants that were not supported within reasonable medical probability.

2 44. Dr. Nassiri has testified that many of his diagnoses were part of his “differential
3 diagnosis” for a particular claimant based upon the subjective (i.e., reported) complaints made by
4 the claimants. However, no bases existed for these diagnoses. Nonetheless they were included in
5 the claimants medical reports in an effort to justify excessive chiropractic treatment, unnecessary
6 physician and diagnostic referrals and inflated billings.

7 45. During the claimant’s initial evaluation, Dr. Nassiri’s diagnoses were, in part,
8 based upon the information he obtained from the claimant. Thereafter, there rarely were
9 substantive changes to a claimant’s subjective complaints during the treatment course. Typically it
10 was reported under the claimants “subjective” complaints in treatment reports that the claimant
11 “reports feeling no significant difference in symptoms since last visit” and under the claimants
12 “objective” findings they were generally reported as “unchanged since the last visit.” Thus, based
13 upon this type of reporting it was assumed that a claimant was having the same subjective
14 complaints and objective findings as he or she had reported previously. This was a convenient way
15 for Dr. Nassiri to continue his excessive treatment plan without really providing any new
16 information.

17 46. An unimaginable number of claimants were diagnosed by Defendants with a
18 diagnosis of a common migraine. This diagnosis was given even though there was no record of
19 history of present illness that would support the diagnoses within reasonable medical certainty.
20 There is no possibility of a trauma induced common migraine cephalgia absent substantial head
21 trauma, and this diagnosis is totally inconsistent with a possible soft tissue injury. There were
22 almost uniform reports of claimants having incurred a “post traumatic cephalgia” and this condition
23 was not supported by any reasonable history of present illness, nor any reasonable, problem
24 focused, objective signs.

25 47. One such “headache” claimant, S.C., was diagnosed as having common migraines,
26 even though no headaches were reported by her 6/14/05 initial evaluation. No changes in her
27 symptoms were reported for 6/16 and 6/20/05; thus, she presumably still was not complaining of
28 headaches. S.C. testified in her December 4, 2006 deposition that her headaches went away about

1 “two weeks after” the June 10, 2005 motor vehicle accident. Yet, nowhere within S.C.’s eleven
2 visits between June 14th and August 25, 2005 is it reported that her headaches have improved,
3 resolved or are in any way changed. Even though S.C.’s headaches had, according to her own
4 sworn testimony, resolved after two weeks (or by 6/14/05, or so) and headaches were not reported,
5 Dr. Nassiri still referred her to Dr. Godin for a neurological examination (on 7/27/05). Not
6 surprisingly, S.C.’s neurological examination was normal and she reported no numbness, tingling,
7 headaches, nausea, vomiting, loss of vision or other neurological symptoms.

8 48. Claimant P.F. testified in his deposition that his headaches, neck pain and low back
9 pain went away, completely, within two months after his September 19, 2006. Yet, in Dr. Nassiri’s
10 “final evaluation” report of December 20, 2006, three months after the accident, the Defendant
11 reported that the claimant continues to experience neck and low back pain, tightness and stiffness.

12 49. Another of Dr. Nassiri’s claimants, Y.F., testified that his mid back, low back and
13 headache pain had all gone away within two months of the March 8, 2005 motor vehicle accident.
14 Nonetheless, Dr. Nassiri noted in his May 17, 2005 Final Evaluation Report (more than two months
15 after the accident) that she “continues to experience headaches, neck and low back, tightness and
16 stiffness.” Clearly the description by Dr. Nassiri of this claimant’s symptoms are exaggerated and
17 greater than what the claimant was actually experiencing.

18 50. Dr. Nassiri also had a practice of including diagnoses for claimants that did not
19 apply, in order to justify his excessive treatment and inflated billings, all of which caused harm to
20 Plaintiffs.

21 51. One claimant, G.A., testified in his deposition that he never had problems sleeping,
22 was never nervous or anxious, never had any numbness, tingling, rib pain or any pain radiating
23 down his arms and legs. Nonetheless, Dr. Nassiri reported that he was having difficult sleeping and
24 diagnosed him with migraines and anxiety.

25 52. Claimant, B.D., reportedly had been experiencing much difficulty sleeping (like
26 nearly every one of Dr. Nassiri’s claimants) as of his initial visit with Dr. Nassiri on January 3,
27 2006. B.D. was thus diagnosed with insomnia by Dr. Nassiri. Dr. Nassiri reported no change in
28 B.D.’s symptoms on 1/6, 1/9, 1/10 and thereafter. In fact, Dr. Nassiri repeated his diagnosed of

1 insomnia on 1/12 and 1/27/06. Yet, when seen by Defendant, Dr. Noorda, on 1/10/06 (pursuant to
2 Dr. Nassiri's referral), B.D. denied problems with sleeping.

3 53. It was also reported by Dr. Nassiri that B.D. had anxiety in his 1/3, 1/9, 1/17, 2/6,
4 2/8 and 3/1/06 reports. The primary diagnosis of B.D. on 1/3, 1/12, 1/27/06 was anxiety. Dr.
5 Nassiri's final report of 4/7/06 claims that he continues to experience anxiety. However, during his
6 final examination with Dr. Noorda on 4/7/06, B.D. stated that he "has never had a problem sleeping
7 and never had any anxiety because of the accident." These fact calls into serious question the
8 diagnoses made by Dr. Nassiri as they are directly contradicted by the physician opinions.

9 54. The preponderance of the claimants seen by Dr. Nassiri were provided the
10 following "boiler plate" or "cookie cutter" diagnoses after the initial consult consisting of: (1)
11 anxiety with associated insomnia and common migraine which is complicated by dizziness and
12 concussion syndrome; (2) cervical sprain/strain – acute moderate with associated cervicgia and
13 brachial neuritis which is complicated by myofascial pain syndrome; (3) thoracic sprain/strain –
14 acute moderate with associated thoracic neuritis which is complicate by rib sprain/strain and wrist
15 sprain/strain; and, (4) lumbar sprain/strain – acute moderate with associated sciatic neuralgia which
16 is complicated by lumbalgia. These diagnoses were made by Defendants even though they were
17 not supported by the claimants symptoms or the findings of other physicians.

18 55. The diagnosis of anxiety with associated insomnia was commonly applied to Dr.
19 Nassiri's claimants. Both diagnoses are implausible as there was no history to support this as a
20 valid diagnosis and there was no record of any care plan to manage this condition.

21 56. Dr. Nassiri oftentimes put in assessments for a particular claimant even if he did
22 not believe a claimant had such a condition on a particular day, but might have it in the future. In
23 fact, Dr. Nassiri noted in P.F.'s initial evaluation of 9/20/06 that he had "brachial neuritis,"
24 "paresthesia," "sciatic neuralgia," and "injury to the sciatic nerve" even though the doctor did not
25 believe, to a degree of medical probability, that he actually had these problems on those dates.

26 57. Dr. Nassiri wrongly and fraudulently diagnosed numerous claimants with
27 concussions when there was no evidence of any head injury, no evidence of a reasonable history of
28 present illness, no evidence of any loss of consciousness nor any problem focused objective signs

1 that would support this diagnosis within reasonable medical certainty. Dr. Nassiri claims in his
2 sworn deposition testimony that his diagnosis of “concussion” was a differential diagnosis because
3 of standard inclusion in his reports that the claimant “was thrust violently in the car.” There was
4 also no record of a reasonable treatment plan to manage a concussion injury or that the claimant
5 was, in fact, thrust around violently in a car.

6 58. Dr. Nassiri’s claimants were frequently assessed as having neuritis and neuralgia
7 without any evidence of history of present illness or neurological signs that would support the
8 diagnoses within reasonable medical certainty. Even the neurologists used by Dr. Nassiri in
9 countless referrals (i.e., Dr. Godin or Dr. Fazzini) typically found no neurological findings that
10 would support these diagnoses.

11 59. Again, the multitude of diagnoses that were reported for each claimant (especially
12 considering that most were not supported within a degree of reasonable medical certainty) by Dr.
13 Nassiri was more consistent with creating or exaggerating a claim rather than for bona fide
14 diagnosis of a claimant’s accurate clinical condition.

15 60. Plaintiffs reasonably, and in good faith, relied upon these diagnoses, opinions and
16 conclusions, which were itemized into and formed the purported basis for invoices submitted to
17 Plaintiffs as part of settlement demands made by personal injury counsel who retained Defendants,
18 to Plaintiffs’ detriment, resulting in pecuniary damages and other harm.

19 61. Defendants had a pattern and practice of providing modes of care delivered by the
20 chiropractic providers which were not supported as medically necessary or reasonable. The records
21 involve numerous claimants seen at Advanced Accident clearly establish that totally passive “feel
22 good” modalities were given at the first session, and there was no evidence of any alteration of the
23 treatment delivered throughout a high intensity plan of care.

24 62. The modes of care delivered by Defendants were for totally passive physical
25 medicine procedures, which have no peer-reviewed medical literature support for efficacy in the
26 management of the clinical conditions that were described. Clinical practice guidelines
27 promulgated by the United States Department of Health and Human Services, regarding the
28 treatment of acute low back problems in adults, specifically found that the use of the physical

1 agents delivered at the facility, in the treatment in acute low back problems, is of insufficiently
2 proven benefit to justify their cost.

3 63. The totally passive modalities that were delivered by Defendants were of a nature
4 that had duplicative physiological effects and would not reasonably be delivered on the same date
5 of service. Claimants were routinely billed, on each date of service for applications of hot packs
6 and electrical stimulation; and, vibratory massage, massage, myofascial release and manipulation
7 which would have duplicative physiological effects. There was a similar pattern within each claim,
8 including a plan for identical intensity and duration of treatment, with consistent global billings for
9 services totaling thousands of dollars for each, of approximately 300 different claimants. This
10 treatment was the same for each claimant regardless of age, mechanisms of accident, symptoms or
11 objective findings.

12 64. Defendants pattern of treatment, which was billed for each claimant was consistent
13 with and circumstantially established that Defendants were creating or exaggerating a claim rather
14 than for bona fide, evidenced based, treatment of a claimant's clinical condition. Thus, the
15 diagnoses, treatment, and billed charges were known by Defendants to have been false when stated
16 and transmitted by mail to retaining counsel, and then to Plaintiffs. At minimum, these written
17 statements were submitted by Defendants with reckless disregard for the truth or falsity of the
18 information contained in them. This resulted in harm, damage and detriment to Plaintiffs in the
19 form of unjustifiable, unsupportable, and inflated settlements paid by Plaintiffs based on false
20 premises of medical diagnoses, treatment, and expenses.

21 65. Defendants provided the claimants with universal treatment plans. This included a
22 plan for totally passive chiropractic treatment on a daily basis (with the exception of weekends) for
23 a period of two weeks, to be followed by treatment three times per week for duration of two
24 months. Many claimants were to be scheduled for a continuation of ongoing passive treatment
25 twice per week for an additional two to three weeks.

26 66. Two individuals in the same vehicle and both involved in the same motor vehicle
27 accident against one of Plaintiffs insureds, occurring on July 31, 2004, had the exact same
28 treatment plan, diagnosis and referrals. A.M. and D.M. were both seen by Dr. Nassiri for 22 visits

1 between 8/2/04 and 9/20/04 and were seen on the same days, received the exact same treatments,
2 were prescribed the same neurological referral (to Dr. Godin) on the same day (8/9/04), received
3 the same orthopedic referral (to Dr. Saxena) on the same day (8/12/04), both incurred \$4,295.00 in
4 chiropractic care/treatment from Dr. Nassiri and both reached maximum medical improvement and
5 were released from Dr. Nassiri's care on the same day (9/20/04).

6 67. A second set of claimants involved in the same June 10, 2005 motor vehicle
7 accident against one of Plaintiffs' insured, M.C. and S.C., both sought treatment from Advanced
8 Accident. Each was seen at Advanced Accident from 6/13 – 8/25/05 (11 visits), each reported
9 essentially the same symptoms, each were diagnosed with the same conditions, received essentially
10 the exact same treatment on the same dates, each were referred to a Neurologist, Dr. Godin and
11 seen on the same day (7/27/05), each received an Orthopedic Consult with Dr. La Tourette on the
12 same day (8/8/05) and each conveniently enough reached the level of maximum medical
13 improvement and were released from Dr. Nassiri's care on the same date (8/25/05).

14 68. S.C. also testified that the only treatment she received from Dr. Nassiri and
15 Advanced Accident was massages because she was told that other treatment could not be
16 performed because she was pregnant. For each of the eleven visits S.C. received from 6/14 –
17 8/25/05, Plaintiffs were billed for Massage Therapy (#97124) \$80.00, Intersegmental Traction
18 (#97012) \$30.00, Chiropractic Manipulative Therapy ("CMT") 1-2 areas (#98940) and
19 occasionally Vibratory Massage (#97139) \$30.00. These bills were generated in spite of the fact
20 that S.C. has provided sworn testimony that only massages occurred and resulted in substantially
21 elevated medical specials, which were relied on by Plaintiffs and resulted in an over payment of
22 this claim.

23 69. Claimant J.A. received care from Dr. Nassiri from 10/13/03 until 1/14/04.
24 Throughout the 21 visits it was reported that her objective findings had not changed since the
25 previous visit and she reported that there were no significant changes in her subjective symptoms
26 since her last visit. Yet, Dr. Nassiri referred J.A. out for an orthopedic consult on 12/8/03 with Dr.
27 Saxena. This doctor reported J.A.'s symptoms were 90% improved and involved occasional
28 headaches and neck pain. This significant improvement in J.A.'s condition was never reported by

1 Dr. Nassiri and he continued another month of unnecessary and expensive chiropractic care, with
2 no mention of this improvement.

3 70. In addition, J.A. and D.A., who were both involved in a motor vehicle accident on
4 October 13, 2003. On the day of the accident, both claimants were seen by Dr. Nassiri. Both had
5 essentially the same diagnosis, same complaints and same treatment regiment. Thereafter, J.A. and
6 D.A. both received the exact regimen of treatment from Dr. Nassiri consisting of interferential
7 current, intersegmental traction, vibratory massage, hot packs and myofascial release. And,
8 conveniently enough, both J.A. and D.A. were referred out for orthopedic evaluations with Dr.
9 Saxena on 12/8/03, 1/5/04 and final evaluations on 1/28/04 and 1/15/04, respectively. Also, both of
10 these claimants were released from chiropractic care and found to have reached a level of medical
11 maximum improvement on the same day (1/14/04), yet both had orthopedic referrals one day and
12 14 days after being released from chiropractic care. This is quite a coincidence that both the driver
13 and passenger required the exact same treatment plan, needed the same referrals and recovered on
14 the same day.

15 71. Two more of Dr. Nassiri's claimants, C.R. and E.G., were both involved in a motor
16 vehicle accident of February 20, 2004. Both, after retaining Adam Kunter, Esq. as their attorney,
17 came under the care of Dr. Nassiri. Both claimants underwent the exact same type of chiropractic
18 treatment with Dr. Nassiri. Both were released from care and found to have reached maximum
19 medical improvement on the same day, 6/14/04. Both C.R. and E.G. were given the exact same
20 referrals to the same physicians and were each seen on the same date by these consults (Dr. Godin
21 – 4/27/04, Dr. Saxena – 3/25/04 & 7/12/04 and Dr. La Tourette – 6/4/04). E.G. also returned to Dr.
22 Saxena on 4/13 and 5/4/04.

23 72. Another pair of Dr. Nassiri's claimants, M.A. and A.A., were involved in a motor
24 vehicle accident on 12/21/06. Thereafter, they were both seen by Dr. Nassiri 33 and 35 times,
25 respectively, between 12/22/06 - 3/19/07. Except for the final two visits by A.A., they were both
26 seen by Dr. Nassiri on the same dates and received the exact same treatment. M.A. was released
27 from Dr. Nassiri's care on 3/19/07 and A.A. on 3/20/07. Both received the exact same referrals to a
28 neurologist (Dr. Fazzini on 1/25/07) and seen by an orthopedist (Dr. La Tourette on 2/12/07) and

1 were sent out for MRIs (through Digital Imaging) on 1/20 and 1/22/07, respectively.

2 73. Claimant M.Z. saw Dr. Nassiri 40 different times between April 11th and July 12,
3 2007. Her last official visit with Dr. Nassiri was on July 12th and she reported no significant
4 difference in her subjective symptoms and her objective findings were unchanged. On July 12th,
5 Dr. Nassiri opined that she was making acceptable progress towards resolution and that he will
6 continue with the same treatment program. This last visit occurred one day after Dr. Nassiri had
7 issued his final evaluation report (on 7/11/05) stating that she had reached a level of maximum
8 medical improvement and was being released from care. Nonetheless, even after be released, Dr.
9 Nassiri, according to his own records, provided another day of treatment of intersegmental traction
10 for 10 minutes, interferential EMS for 10 minutes, cold packs for 10 minutes, massage therapy for
11 15 minutes and vibratory massage for 10 minutes. This certainly further calls into question Dr.
12 Nassiri's actual treatment of his claimants.

13 74. Back in 2003, Dr. Nassiri treated two individuals, P.C. and H.G. after a February 5,
14 2003 motor vehicle treatment. They both started treating with Dr. Nassiri on the same day (2/5/03)
15 and they both received 25 different chiropractic visits with Dr. Nassiri on the same days, received
16 the same treatment and incurred the exact same amount of medical specials. Both reached
17 maximum medical improvement on the same day (4/9/03) and released from further care. In
18 addition, both claimants were seen by Dr. Steven Holper for a consult on February 10th, a follow-up
19 on February 24th and a final visit on March 10, 2003, all at Dr. Nassiri's request.

20 75. Another example of this is found in the records of claimant B.D.. He was treated
21 by Dr. Nassiri from January 3rd to April 7, 2006. On the last day of treatment with Dr. Nassiri,
22 4/7/06, B.D. was seemingly seen twice by Dr. Nassiri and underwent two series of chiropractic
23 treatment. The records reflect that on April 7th B.D. was seen for a "routine office visit" by Dr.
24 Nassiri and was noted to be approaching maximum medical improvement and underwent the
25 following treatment: (1) intersegmental traction for 10 minutes; (2) interferential EMS for 10
26 minutes; (3) moist heat for 10 minutes; and, (4) vibratory massage. Dr. Nassiri billed \$140.00 for
27 the visit/treatment. Also, on the very same date (it is unclear if it was before or after the "routine
28 office visit"), April 7th, Dr. Nassiri authored a "final evaluation report" stating B.D. had reached

1 maximum medical improvement and will be released from care. He also received more
2 chiropractic treatment consisting of: (1) interferential current and moist hot packs for 10 minutes;
3 (2) vibratory massage; (3) massage therapy; (4) intersegmental traction; and, (5) gentle
4 mobilization. Dr. Nassiri billed \$149.00 for this treatment (plus another \$40.00 for the final
5 evaluation report). Thus, according to Dr. Nassiri's reporting for April 7, 2006, B.D. was seen
6 twice by him, received two rounds of chiropractic treatment, and was told he was both MMI and
7 released from care while also being told he was approaching MMI and in need of further
8 chiropractic care.

9 76. The exact same type of double treatment also occurred to other claimants of Dr.
10 Nassiri such as J.C. and C.C., to name a few. These claimants were both seen for a "routine office
11 visit" and a "final evaluation report" on May 10, 2006 and December 1, 2006, respectively. Both
12 claimants were at the same time approaching MMI and in need of further care and MMI and
13 released from care. Furthermore, Dr. Nassiri billed both claimants \$140.00 for the routine
14 treatment and another \$149.00 and \$105.00 (plus an additional \$40, for the report), respectively, for
15 the final treatment. Again, Dr. Nassiri's billing and reporting practices are inherently inconsistent
16 and only serve to elevate the medical specials for these cases.

17 77. Other claimants, including J.O. and Y.A., were apparently seen for two treatments
18 on the last day of their care with Dr. Nassiri. These claimants, were billed \$140 for routine
19 treatment and an additional \$135 and \$125, respectively, for treatment and another \$40 for the final
20 evaluation report. The only difference with these claimants and many of the others are that Dr.
21 Nassiri only authored a "final evaluation report" without a "routine" one, even though he billed for
22 both.

23 78. Dr. Nassiri's former patient, G.A., testified that he was pain free two weeks after
24 his July 30, 2006 motor vehicle accident. Despite being pain free by mid-August, 2006, Dr. Nassiri
25 recommended and performed chiropractic treatment of G.A. approximately 36 times over a 17
26 week period ending on November 28, 2006 resulting in billings totaling \$5,437.00. Thus, Dr.
27 Nassiri provided roughly three months of chiropractic treatment to a claimant that was pain free.
28 The plan documented by Dr. Nassiri was for totally passive treatment daily for two weeks and then

1 three times a week for two months. This is an incredulous plan. The treatment plan of Dr. Nassiri
2 failed to account for improvement that will, or should, occur in a goal oriented treatment approach.
3 In addition, G.L testified that he did not receive chiropractic manipulations.

4 79. The treatment plans revealed excessive treatment frequency for the nature of
5 conditions, especially with consideration that each claimant incurred totally passive physical
6 medicine modalities. There was no record of a reasonable goal oriented treatment plan, nor a
7 decreasing frequency of treatment on a goal-oriented approach. There was no evidence of any
8 reasonable claimant education and/or self care plan. There was also no evidence of any reasonable
9 use of assessment and/or outcome instruments in the management of the claimant's clinical
10 condition.

11 80. The records of each of the claimants revealed similar patterns of treatment, where
12 the claimants incurred billings for totally passive physical medicine modalities and only rarely
13 received active therapeutic procedures that would provide the greatest efficacy in managing clinical
14 conditions that were described. There was no record of any active care approach in management in
15 the claimants' clinical conditions. Although the claimants' management could have included
16 chiropractic manipulative treatment, which would be the procedure of greatest efficacy the
17 chiropractic doctor could provide, there was no documentation of compelling chiropractic
18 manipulative treatment procedures or outcome instruments for the intervention.

19 81. The purpose of Defendants' treatment plan was absolutely not supported by a
20 reasonable evidenced based approach and is most consistent with creating or exaggerating claims
21 rather than for bona fide treatment of actual injury.

22 82. Defendants have created reports, referrals and billing records showing gross
23 misrepresentations all of which have been reviewed and relied upon by Plaintiffs to their detriment.
24 Defendants even submitted reports and billing records for extensive chiropractic manipulation
25 treatment ("CMT"), which apparently never occurred.

26 83. Claimant E.E.-G. testified in his deposition that he never received any chiropractic
27 manipulations from anyone at Advanced Accident. Nonetheless, this claimant was billed by
28 Advanced Accident and Dr. Nassiri for 26 chiropractic manipulation treatments between May 15

1 and August 29, 2006, when they, according to the claimant, never occurred.

2 84. Another claimant, Y.F., testified that she did not receive any chiropractic treatment
3 (i.e., when the chiropractor would actually place his hands on her back and do adjustments) until
4 after one month of visits. Her visits started on March 11, 2005 and billings submitted by
5 Defendants, and which later formed the basis of the resolution of this case, during the first month of
6 care reflected that this claimant was billed for CMT, at \$40.00 for each CMT, on 3/11, 3/14, 3/15,
7 3/16, 3/17, 3/18, 3/21, 3/22, 3/24, 3/30, 3/31, 4/4, 4/8 and 4/12/05. For this claimant Dr. Nassiri
8 billed for, at least, fourteen CMT visits (for a total of \$560.00) when the claimant denied that they
9 ever took place.

10 85. In the instance of A.D's treatment from Dr. Nassiri (between 2/6/06 - 4/8/06) she
11 was charged for 23 CMT's (manipulations) at the cost of \$52.00 each time, in the amount of
12 \$1,196.00. However, AD testified that she never received manipulations.

13 86. It has also been noted by another claimant, A.I., who was involved in a July 24,
14 2005 motor vehicle accident that he received adjustments only "sometimes" and "not on every
15 visit." Despite this testimony, Defendants billed for CMT (at \$40.00 per visit) on each and every
16 one of A.I.'s 22 visits after the initial evaluation. Again, this is another telling example of
17 claimants confirming that Dr. Nassiri was billing for professional services that were never provided
18 and how this fraudulent treatment resulted in exaggerated and inflated medical specials ultimately
19 relied upon by Plaintiffs.

20 87. There was no evidence of a comprehensive level of history, comprehensive level of
21 a examination or medical decision making of moderate to high complexity that would support the
22 uniform billings of "comprehensive" evaluations (CPT 99204 and 99205) for each of Defendants'
23 claimants. There was also no record of a comprehensive history or comprehensive examination.
24 Furthermore, there was no record of complexity of decision-making that would support reports or
25 billings of comprehensive services. There was no record of a significant number of valid diagnoses
26 or management options.

27 88. Instead, Defendants simply created diagnoses of different conditions and/or
28 syndrome's for each claimant; thereby attempting to make a very straightforward soft-tissue

1 evaluation into something that could be billed at a higher rate. There was no record of moderate to
2 high levels of risk. There was absolutely no record of a moderate to extensive amount, or
3 complexity of data, for review that would support billings for comprehensive services.

4 89. At discharge, there was a pattern within each claim file of billings for “detailed”
5 evaluations. Yet, there was no record of any reasonable history or examination to justify Dr.
6 Nassiri’s billing of these services.

7 90. There was also no evidence of any long axis traction procedures that would support
8 unbundled billings of CPT 97012. Global billings of CPT 97012 represented tens of thousands of
9 dollars in charges for Defendants claimants. Roller table type of devices utilized in these claims
10 are not supported by peer-reviewed, medical or chiropractic, literature as having efficacy in the
11 management of the conditions described in this case.

12 91. In addition, there was no record of any pre-service, any intra-service, or any post-
13 service work that would support unbundled billings of CPT 97039, 97140 or 97124. Moreover, this
14 represents inappropriate billing fragmentation and unbundling of services as the claimant was
15 already billed, on the same date of service, for a more comprehensive procedure (CPT 98940).

16 92. Defendants submitted global billings of CPT 97039 and CPT 97140 represented
17 tens of thousands of dollars in inappropriate charges related to claimants who had claims against
18 Plaintiffs’ insureds for personal injury arising out of various motor vehicle accidents. All of these
19 inappropriate charges were reasonably relied upon by Plaintiffs, to their detriment, and resulted in
20 over-valuation of these claims and inflated settlements and resolutions.

21 93. In addition, Defendants submitted billings of CPT 97010 which were not supported
22 as medically necessary and represented additional tens of thousands of dollars in unsubstantiated
23 and unnecessary medical specials.

24 94. Inappropriate referrals were made by Defendants which resulted in unnecessary
25 testing and consults, all of which resulted in overstated medical specials.

26 95. Defendants’ claimant, G.A., testified, during his deposition, that he was without
27 symptoms and his condition had resolved to a pain level of zero out of ten within two weeks
28 following the incident of July 30, 2006. Nonetheless, Dr. Nassiri continued with ongoing passive

1 treatment as well as the referrals for x-ray exposure, MRI exposure, referrals to Dr. Fazzini, Dr. La
2 Tourette and Dr. Noorda all of which are more consistent with creating and exaggerating a claim
3 rather than for medically necessary treatment of this claimant. On September 30, 2006 (two
4 months after the motor vehicle accident) G.A. received, at Open Sided MRI, pursuant to Dr.
5 Nassiri's referral, an MRI of his cervical and lumbar spine. These MRIs were billed through Dr.
6 Nassiri's company, Digital Imaging, for total cost of \$3,100. A few days after the MRI, on October
7 3, 2006, this claimant underwent x-rays of the same body parts at Dr. Nassiri's instruction. Later,
8 on October 25, 2006 G.A. received a neurological consult, due to Dr. Nassiri's referral, with Dr.
9 Fazzini. Next, Dr. Nassiri referred this claimant to Dr. La Tourette for an orthopedic examination,
10 which occurred on November 6, 2006. Finally, a referral was made for a third physician consult.
11 This one was at Maryland Medical and occurred on November 21, 2006, weeks after he was
12 without pain and 7 days before he was discharged by Dr. Nassiri.

13 96. Also of very serious concern, is the familial ownership issues with referrals of
14 claimants to facilities in which Dr. Nassiri and others had a pecuniary/financial interest. There was
15 failure of the chiropractor to document and identify the financial interest of the potential referrals of
16 the claimants for Digital Imaging or to Maryland Medical. Referral to an entity with which the
17 physician or a member of the physician's immediate family has a financial relationship is illegal²
18 unless a reasonable exception applies. No such exception exists in this case.

19 97. Dr. Nassiri made referrals to x-rays and other diagnostic studies that were not
20 warranted, reasonable or medically necessary. One example of this is found in the records of
21 claimant J.L. Desert Inn Diagnostic performed x-rays of J.L. on 8/26/04. However, the treatment
22 records of Dr. Nassiri between 6/15/04 and 8/26/04 did not reflect any changes in J.L.'s objective
23 findings or any significant changes in her subjective complaints. No medical necessity was noted
24 in J.L.'s medical records for this diagnostic treatment. Furthermore, there is no evidence or
25 indication that Dr. Nassiri ever saw the films or the report generated after these x-rays, relied upon
26 the x-ray findings and used them to form a basis for his opinions. Thus, the x-rays played

27 _____
28 ² Pursuant to NRS 630.305(c) and 439B.425, et seq., it is misdemeanor to refer a claimant to a clinic without disclosing the referring physician's pecuniary interest in the other clinic.

1 absolutely no role in the manner that he treated and cared for J.L. and were completely
2 unnecessary.

3 98. Referrals were also made for x-rays from Desert Inn Diagnostic Clinic for
4 claimants F.P. and A.P. (involved in the same motor vehicle accident). Cervical spine, lumbosacral
5 spine and thoracic spine x-rays were taken of F.P. on 9/10/04 and the same series of x-rays were
6 taken of A.P. on 9/13/04. These studies each cost \$424.00 per claimant. The x-rays were
7 medically unnecessary as Dr. Saxena had already reported on September 9, 2004 (before the x-
8 rays) that F.P. was 80% better and A.P. was 95% better and did not recommend, suggest or
9 reference a need for these films. In fact, both reached a level of maximum medical improvement
10 on September 13, 2004 when the films had not been reviewed by anyone involved in these
11 claimants care.

12 99. In the case of E.E.-G., he was released from Dr. Nassiri's care on August 29, 2006
13 and, according to E.E.-G., by September 1, 2006 he was not having any pain in his neck, back,
14 shoulders or hips. Nonetheless, even though he was asymptomatic, he was referred out by
15 Defendants for an MRI on the lumbar spine on September 1, 2006 (costing \$1,550). Dr. Nassiri
16 acknowledged in his sworn deposition testimony in this case that, as of August 29th (and certainly
17 September 1st) the claimant did not need an MRI.

18 100. These medically unnecessary diagnostic referrals would increase the medical
19 specials by \$1,550 for each MRI scan. Quite often Dr. Nassiri would request two to three MRIs of
20 different body parts; thereby, resulting in an inflation of the claimant's medical specials by \$1,550
21 to \$4,650. Again, Allstate would rely upon these figures in assessing the value of each claimant's
22 claim and conducting settlement discussions.

23 101. There existed no supporting evidence in the claimants' records to establish the
24 medical necessity for referral of Advanced Accident's (i.e., Dr. Nassiri's) patients to Dr. Saxena (at
25 Vegas Valley), Dr. Noorda (at Maryland Medical), Dr. Fazzini, Dr. La Tourette, Dr. Holper and/or
26 Dr. Godin. There was no record of reasonable clinical questions that needed to be answered, or
27 referral of conditions that required specialty intervention, in the medical records of the claimants
28 treated at this facility. In fact, the records related to these claimants from Advanced Accident did

1 not even contain copies of these referral reports. In the vast majority of them as many as three
2 referrals to three different physicians was made and obviously they had no impact or bearing on
3 how Defendants provided treatment to these claimants.

4 102. The typical scenario involved referrals to either Maryland Medical or Vegas
5 Primary Care to be seen by the likes of Dr. Noorda or Dr. Saxena. Dr. Noorda happens to be the
6 grandfather of Jennifer Nassiri who is Dr. Nassiri's wife and who also runs the day to day
7 operations of Digital Imaging. In addition to consults with these physicians, Dr. Nassiri would
8 refer his claimants to both a neurologist (someone like Dr. Godin or Dr. Fazzini) and a orthopedist
9 (typically Dr. La Tourette). Reports were generated after these consults, yet they were rarely
10 reviewed by Dr. Nassiri, never relied upon by him, and never formed the basis for any of Dr.
11 Nassiri's findings and treatment plans.

12 103. There was no record of any reasonable integration of the specialty reports or
13 opinions into the case management of the claimant files reviewed in this case. There was no record
14 of the chiropractor integrating recommendations into the treatment plans for the claimants in this
15 case.

16 104. This is exemplified by the referral of A.A. to Dr. Fazzini on January 25, 2007.
17 Dr. Fazzini noted that, "the claimant should have MRI scans of the cervical and lumbar spine only
18 if this pain persists for another month and if the claimant develops weakness or numbness in the
19 arms or legs." However, A.A. had already been referred by Dr. Nassiri for MRI examination just
20 prior to this evaluation of the cervical, thoracic and lumbosacral regions, which occurred on
21 1/20/07. Interestingly enough, Dr. Fazzini made no mention of these MRIs being performed in his
22 report nor did he ever suggest that they were medically necessary. This confirms the inappropriate
23 referral and the lack of coordination of care by the chiropractic provider. Obviously, these MRIs
24 provided no benefit to the care providers (especially Dr. Fazzini) in this case and only served to
25 increase the profits for Dr. Nassiri and Jennifer Nassiri since Digital Imaging billed \$4,650.00 for
26 these unnecessary diagnostic studies.

27 105. The referral of E.G. to Dr. La Tourette on June 4, 2004 was not supported by the
28 normal examination documented by Dr. Godin upon April 27, 2004. Furthermore, this referral is

1 excessive and improper because E.G. was already under the care of Dr. Saxena for orthopedic
2 complaints and medication management.

3 106. The same can be said about C.C. who had already been seen by Dr. Noorda (on
4 9/21/05), a neurologist Dr. Nagy (on 10/26/05, who noted that no surgery was needed and claimant
5 had substantially improved) and had been found to MMI by Dr. Nassiri (12/1/05). Nonetheless, Dr.
6 Nassiri recommended another referral to an orthopedist, Dr. La Tourette, which took place on
7 December 14, 2005, or two weeks after he was both MMI and released from care by Dr. Nassiri.
8 Not surprisingly, Dr. La Tourette provided no benefit to this claimant's treatment plan while only
9 adding to his medical specials.

10 107. Claimant, C.R., was referred out to two different physicians for
11 evaluations/consults. She was first seen by Dr. Saxena on 3/25/04 with a follow-up on 7/12/04,
12 which was one month after Dr. Nassiri had found that C.R. had reached Maximum Medical
13 Improvement ("MMI") and was released from care. In addition, C.R. was referred to Dr. La
14 Tourette for another evaluation (on 6/4/04) with an orthopedist because of her complaints of
15 headaches, neck pain and upper back pain. These referrals were made even after a neurological
16 consultation occurred with Dr. Vanessa Godin, and it was reported that her headaches were
17 resolving and no treatment was needed.

18 108. Claimant P.F. was released from care and found to be MMI by Dr. Nassiri on
19 December 20, 2006. On that very same day he was seen for a consult by Dr. Noorda at Maryland
20 Medical and a neurological consult with Dr. Fazzini. Both referrals were at Dr. Nassiri's request.

21 109. Dr. Nassiri offered sworn deposition testimony on September 17, 2007 in a
22 personal injury litigation involving E.E.-G. In that case E.E.-G. was seen by Dr. Noorda at
23 Maryland Medical, on two occasions (7/3/06 and 9/1/06 – after being discharged by Dr. Nassiri),
24 for consults. Dr. Nassiri did not change his treatment plan for this claimant in any way because of
25 these consults. Dr. Nassiri found this claimant to be MMI and released him from care on August
26 29, 2006. Nonetheless, two days after the discharge by Dr. Nassiri, an additional referral to Dr. La
27 Tourette was made. Dr. Nassiri confirmed that this referral, after discharge, was too late and
28 unnecessary. Not surprisingly, Dr. La Tourette found the claimant to be asymptomatic, which is

1 consistent with what the claimant had testified to in his deposition.

2 110. Dr. Nassiri testified that he refers patient's to Dr. Noorda to receive a medical
3 consultation from a medical doctor and utilizes that exam fro a second opinion. However, Dr.
4 Noorda testified that many times his assistant Dian Ruhl, PA-C will see these patients and will
5 stamp Dr. Noorda's signature giving the appearance that Dr. Noorda was directing this treatment
6 and had seen the patient.

7 111. In the case of J.L., he was seen at Maryland Medical center two times as a result of
8 his 12/19/05 MVA. Despite that Dr. Noorda's signature was stamped on the report, J.L. was never
9 seen by Dr. Noorda. Further, Dr. Noorda testified that he did not see J.L. and does not recall seeing
10 J.L.'s report.

11 112. Upon information and belief, the vast majority of claimant's referred by Dr. Nassiri
12 and seen at Maryland Medical Center are in fact seen by Diane Ruhl PA-C and not Dr. Noorda.
13 Further, the billing for those examinations are identical, whether it was Dr. Noorda or Diane Ruhl
14 PA-C that saw the claimant.

15 113. All of this certainly calls into question the reasons why every one of Dr. Nassiri's
16 claimants included countless unnecessary referrals for expensive diagnostic studies and cumulative
17 physician referrals. The referrals were not medical necessary and served as a basis to inflate the
18 medical specials and result in more fees paid to Dr. Nassiri, individually, and to the entities owned
19 by Dr. Nassiri.

20 114. The above paragraphs are mere samplings of the tortuous, fraudulent, illegal and
21 damaging conduct of Defendants, all of which has caused Plaintiffs substantial monetary damages.

22 **COUNT ONE**
23 **Racketeer Influenced And Corrupt Organizations Act**
24 **18 U.S.C. §1962(c) – Conduct of Enterprise Through Racketeering**

25 115. Plaintiffs re-allege and restate paragraphs 1 through 114 as if fully set forth within
26 this Count.

27 116. Plaintiffs have standing to seek to recover damages from Defendants. In this case,
28 the claimants (and their lawyers) were mere conduits through which Defendants fraudulently
extracted funds from Plaintiffs to which they were not entitled. As a result of Defendants'

1 fraudulent billings, referrals, treatment and medical reports, the claimants received settlements and
2 judgments at amounts/sums to which (at least in part) the claimants were not otherwise entitled.
3 Defendants knowingly used these individual claimants as the vehicles by which Defendants
4 fraudulently obtained money from Plaintiffs to which they was not entitled.

5 117. At all relevant times, Advanced Accident constituted an “enterprise,” within the
6 meaning of 18 U.S.C. §§1961(4) and 1962(c), in that it was a corporation separate and apart from
7 the pattern of racketeering activity described below. Upon Plaintiffs’ information and belief,
8 Advanced Accident operated for legitimate business reasons in addition to the unlawful pattern,
9 acts and practices described herein. Advanced Accident provided chiropractic treatment, care and
10 referrals for numerous claimants involved with personal injury claims against Plaintiffs’ insureds.
11 Advanced Accident treated these claimants on a lien basis and would be paid from the settlement
12 proceeds ultimately paid out by Plaintiffs. Dr. Nassiri and Jennifer are owners of Advanced
13 Accident. Dr. Nassiri, Edward Johnson, D.C. and others each saw claimants, generated written
14 reports, made referrals and created bills for the professional services rendered at Advanced
15 Accident. The mailing address for Advanced Accident is 2100 South Maryland Parkway, Suite #8,
16 Las Vegas, Nevada.

17 118. At all relevant times, Maryland Medical constituted an “enterprise,” within the
18 meaning of 18 U.S.C. §§1961(4) and 1962(c), in that it was and is a limited liability company that
19 provided medical treatment, medication management, care and referrals for numerous claimants
20 involved with personal injury claims against Plaintiffs’ insureds. Plaintiffs are informed and
21 believe Maryland Medical operated for legitimate purposes apart from the unlawful pattern and
22 practices described herein. Maryland Medical treated these claimants on a lien basis and would be
23 paid from the settlement proceeds ultimately paid out by Plaintiffs. Dr. Nassiri, Jennifer Nassiri
24 and Dr. Noorda are owners of Maryland Medical. Dr. Noorda was a physician at Maryland
25 Medical. The claimants involved in claims with Plaintiffs were referred to Maryland Medical by
26 Dr. Nassiri and others from Advanced Accident. The mailing address for Maryland Medical is
27 2100 South Maryland Parkway, Suite #9, Las Vegas, Nevada.

28 119. At all relevant times, Digital Imaging constituted an “enterprise,” within the

1 meaning of 18 U.S.C. §§1961(4) and 1962(c), in that it was and is a corporation that provided
2 diagnostic studies (i.e., MRIs) for numerous claimants involved with personal injury claims against
3 Plaintiffs' insureds. Digital Imaging provided these diagnostic services on a lien basis and would
4 be paid from the settlement proceeds ultimately paid out by Plaintiffs. Dr. Nassiri and Jennifer
5 Nassiri are owners of Digital Imaging. The claimants involved in claims with Plaintiffs were
6 referred to Digital Imaging by Dr. Nassiri and others from Advanced Accident. The mailing
7 address for Digital Imaging is 2100 South Maryland Parkway, Suite #8, Las Vegas, Nevada.

8 120. The combination of Advanced Accident, Maryland Medical, Digital Imaging, Dr.
9 Nassiri, Dr. Noorda, Dr. La Tourette, Dr. Fazzini, Dr. Saxena, Dr. Godin, and the
10 claimant/claimants' attorneys, constituted an "association in fact" enterprise within the meaning of
11 18 U.S.C. § 1961(4). In addition, the individual defendants employed by and associated with each
12 entity Defendant joined and became part of the association-in-fact enterprise by combining with the
13 entities by which they were not employed, and with the individuals employed by those entities, in
14 performing the predicate acts constituting the pattern of racketeering activity alleged below.

15 121. Dr. Nassiri was and is an individual "person," within the meaning of 18 U.S.C.
16 §§ 1961(3) and 1962(c), who associated with and/or participated in the conduct and affairs of the
17 enterprises described in paragraphs 124, 125 and 126 above. This participation consisted of
18 forming and operating the various components of the enterprises, and the combined parts of them,
19 through the fraudulent chiropractic and ancillary services and billings described in greater detail
20 above.

21 122. Jennifer Nassiri was and is an individual "person," within the meaning of 18
22 U.S.C. §§ 1961(3) and 1962(c), who associated with and/or participated in the conduct of the
23 enterprises described in paragraphs above. This participation consisted of forming and operating
24 the various components of the enterprises, and the combined parts of them, through the fraudulent
25 chiropractic and ancillary services and billings described in greater detail above.

26 123. Dr. Noorda was and is an individual "person," within the meaning of 18 U.S.C.
27 §§ 1961(3) and 1962(c), who associated with and/or participated in the conduct of the enterprises
28 described in paragraphs above. This participation consisted of forming and operating the various

1 components of the enterprises, and the combined parts of them, through the fraudulent medical and
2 ancillary services and billings described in greater detail above.

3 124. Between 2001 and through 2007, Defendants conducted, participated in, engaged
4 in, conspired to engage in, or aided and abetted, the conduct of the affairs of the enterprises through
5 a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c).
6 Dr. Nassiri, Jennifer Nassiri and Dr. Noorda's committed predicate acts of mail fraud within the
7 meaning of 18 U.S.C. §§ 1341 and 1961(1). These acts consisted of making false and misleading
8 statements, or statements made as an artifice or scheme to defraud, in written medical records and
9 associated billing records relating to services, diagnoses, tests, and treatments that either were not
10 performed at all or at minimum were greatly exaggerated or embellished, for the specific intent and
11 purpose of supporting inflated and fraudulent settlement demands in personal injury cases for
12 which these services were performed. The separate acts of mail fraud are numerous but consist, at
13 minimum, of at least three hundred (300) separate mailings of medical records, diagnoses, tests, x-
14 rays or scans, and/or treatments to attorneys retained by claimants for the purposes of services
15 related to personal injury claims and the injuries associated with them. The predicate acts further
16 consist of at least three hundred (300) mailings of settlement documentation accompanying and
17 allegedly supporting settlement "demands" sent to insurers for defendants in the underlying
18 personal injury cases, including Plaintiffs. Every act of falsehood or misleading information in
19 such records, facilitated through the use of the United States Mail, constitutes a separate act of mail
20 fraud and hence a separate predicate act within the meaning of RICO and cases interpreting both
21 RICO and the mail fraud provisions of 18 U.S.C. § 1341, which is a predicate act of racketeering
22 activity under 18 U.S.C. § 1961(1) and (4).

23 125. From in or about 2001 through in or about the end of December 2007, Defendants
24 knowingly and willfully, and with intent to defraud, devised a scheme to defraud certain entities,
25 including Allstate, by obtaining money from these entities through false and fraudulent pretenses and
26 representations.

27 126. These acts all occurred after the effective date of the RICO Act and more than two
28 such acts occurred within ten years of one another.

1 127. Plaintiffs became aware of the injury caused by Defendants’ pattern racketeering
2 activity in 2007 when they had expert analysis done of Defendants’ medical records and billings.
3 Plaintiffs have initiated this litigation within four years of the date on which they knew or should
4 have known of such injury caused by fraudulent activity of the Defendants. Plaintiffs could not
5 have discovered, through the use of reasonable diligence, the injury caused by the predicate acts of
6 racketeering activity any sooner than 2007.

7 128. In the alternative, Dr. Nassiri’s marriage to Jennifer constituted an “enterprise,”
8 within the meaning of 18 U.S.C. §§1961(4) and 1962(c), in that it was a legal entity or constituted
9 two individuals associated in fact, although not a legal entity in and of itself.

10 129. Dr. Nassiri and Jennifer Nassiri are “persons,” within the meaning of 18 U.S.C.
11 §§1961(3) and 1962(c), who each individually associated with and/or participated in the conduct of
12 said enterprise’s affairs.

13 130. Between 2001-2007, Dr. Nassiri and Jennifer Nassiri each individually conducted,
14 participated in, engaged in, conspired to engage in, or aided and abetted, the conduct of the affairs
15 of the enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C.
16 §§1961(1), 1961(5) and 1962(c).

17 131. Dr. Nassiri’s and Jennifer Nassiri’s pattern of racketeering activity consisted of
18 mail and wire fraud.

19 132. These acts all occurred after the effective date of RICO and more than two such
20 acts occurred within ten years of one another.

21 133. At all relevant times, the enterprises alleged above were engaged in, and their
22 activities affected, interstate commerce.

23 134. All of the predicate acts described in this Complaint were related establish a pattern
24 of racketeering activity, within the meaning of 18 U.S.C. §1962(c), in that their common purpose,
25 and their common result, was to defraud Plaintiffs of money. Dr. Nassiri participated in all of the
26 acts and employed the same or similar methods of commission. Plaintiffs were the victim of the
27 acts of racketeering; and/or the acts of racketeering were otherwise interrelated by distinguishing
28 characteristics and were not isolated events.

1 135. All of the predicate acts described within this Complaint were continuous so as to
2 form a pattern of racketeering activity in that Dr. Nassiri engaged in the predicate acts over a
3 substantial period of time or in that such predicate acts had become Dr. Nassiri's regular way of
4 conducting business and said business practices would have continued indefinitely into the future
5 but for this lawsuit.

6 136. At all times, Plaintiffs were the reasonably foreseeable and/or anticipated victim of
7 Defendants' scheme and Plaintiffs were the target or victim of Defendants' fraudulent scheme to
8 have Plaintiffs pay damages or settlements based on his fraudulent medical reports and billings.

9 137. Plaintiffs were directly injured by Defendants' fraudulent conduct, since Plaintiffs
10 paid settlements and judgments that were based, at least in part, on phony/inflated medical bills,
11 treatment that was never performed, referrals and studies that were not needed and/or medical
12 reports that purportedly documented injuries that had never been sustained by the claimants.

13 138. As a direct and proximate result of, and by reason of, the activities of Defendants,
14 spearheaded by Dr. Nassiri, and their conduct in violation of 18 U.S.C. §§1962(c), Plaintiffs have been
15 injured in their business or property, within the meaning of 18 U.S.C. §1964(c).

16 139. Among other things, Plaintiffs have suffered damages to the extent they paid Dr.
17 Nassiri or any of the "Nassiri entities" on the basis of Dr. Nassiri's fraudulently stated and inflated
18 billings, and to the extent Plaintiffs had to settle claims with Dr. Nassiri's claimants adversely affected
19 by Plaintiffs' insureds. Plaintiffs are, therefore, entitled to recover threefold the damages they have
20 sustained together with the cost of the suit including costs, reasonable attorneys' fees and reasonable
21 experts' fees.

22 **COUNT TWO**
23 **Racketeer Influenced And Corrupt Organizations Act**
24 **18 U.S.C. §1962(a) -- Use of Funds Derived From Racketeering Activity**

25 140. Plaintiffs incorporate paragraphs 1 through 139 above as if fully set forth within this
26 Count.

27 141. Upon Plaintiffs' information and belief, Defendants used income derived from the
28 proceeds of a pattern of racketeering activity in the operation of Advanced Accident, Digital Imaging,
and Maryland Medical, and each of them. The unlawfully derived income was the proceeds of

1 fraudulently submitted claims for payment of liens on personal injury claims, which predictably would
2 be paid by insurers such as Plaintiffs. These acts constitute a violation in each instance of 18 U.S.C.
3 §1962(a).

4 142. By reason of Defendants investment of racketeering income in an enterprise
5 Plaintiffs' injuries were caused by Defendants investment of racketeering proceeds. This
6 investment by Dr. Nassiri into entities such as Maryland Medical and Digital Imaging were the
7 proximate cause of harm suffered by Plaintiffs in that these facilities have continued to submit bills
8 and reports, which have been reasonably relied upon by Defendants, to their detriment. Plaintiffs
9 have been injured specifically by the use or the investment of income derived from racketeering
10 activity.

11 143. As a direct and proximate result of, and by reason of, the activities of Defendants,
12 spearheaded by Dr. Nassiri, and their conduct in violation of 18 U.S.C. §1962(c), Plaintiffs have been
13 injured in their business or property, within the meaning of 18 U.S.C. §1964(c).

14 144. Plaintiffs are entitled to treble damages and fees and costs pursuant to RICO.

15 **COUNT THREE**
16 **Racketeer Influenced And Corrupt Organizations Act**
17 **18 U.S.C. §1962(b) -- Collection of Unlawful Debt**

18 145. Plaintiffs incorporate paragraphs 1 through 144 above as if fully set forth within this
19 Count.

20 146. Defendants collected unlawful debts through enterprises conducted through a pattern
21 of racketeering activity, by submitting fraudulent invoices, medical reports and backup records as
22 alleged more fully above. This conduct constitutes a separate violation of RICO, 18 U.S.C. §1962(c).

23 147. As a direct and proximate result of the violations alleged herein, Plaintiffs have been
24 injured in their business or property, within the meaning of 18 U.S.C. §1964(c). Plaintiffs are also
25 entitled to recover treble damages and attorneys' fees and costs.

26 **COUNT FOUR**
27 **Racketeer Influenced And Corrupt Organizations Act**
28 **18 U.S.C. §1962(d) - Conspiracy**

148. Plaintiffs re-allege and restate paragraphs 1 through 147 as if fully set forth within
this Count.

1 155. At all times herein relevant, Defendants provided false representations of material
2 fact in their reports, records, referrals and billings, that they knew to be false. Defendants engaged
3 in numerous misrepresentations pursuant to this scheme, set forth with particularity above in this
4 Complaint. This includes, but is not limited to the countless evaluations and treatment reports,
5 referrals and billing records from Defendants, containing statements of services that were never
6 performed, recitals of symptoms and conditions that were either never present or at best grossly
7 exaggerated, and misrepresentations that services were necessary or called for by the condition
8 presented by the claimants.

9 156. At all times herein relevant, Defendants knew and intended that others, such as
10 insurance companies like Plaintiffs, would rely on their misrepresentations in evaluating pending
11 claims against Plaintiffs' insureds. Defendants made these misrepresentations with knowledge of
12 their falsity or at minimum in reckless disregard for their truth. Defendants knew that some
13 treatment being billed for was not actually occurring. Defendants knew that numerous physician
14 referrals were excessive, not medically necessary and unreasonable. Further, the diagnoses made
15 by Defendants were not supported by medical and/or chiropractic evidence. Defendants acted to
16 aggrandize themselves financially by inflating the medical bills knowing that settlement decisions
17 are made in material part on the extent of medical treatment and cost.

18 157. From in or about 2001 through in or about the end of December 2007, Defendants
19 knowingly and willfully, and with intent to defraud, devised a scheme to defraud certain entities,
20 including Allstate, by obtaining money from these entities through false and fraudulent pretenses and
21 representations.

22 158. In addition, Dr. Nassiri and Jennifer Nassiri failed to disclose to the claimants their
23 respective pecuniary interests in Maryland Medical and/or Digital Imaging.

24 159. In making his misrepresentations, Defendants intended to defraud Plaintiffs and to
25 induce Plaintiffs' reliance. Defendants were aware that the claimants each had litigated claims
26 against Plaintiffs' insureds for personal injury damages. Defendants further were aware that the
27 professional services being provided by them would be paid from the proceeds of any settlement or
28 judgment from Plaintiffs' due to the respective personal injury claims. Defendants reports,

1 referrals and bills each overstated the amount of medical specials/bills incurred in these claims all
2 of which would be used to form the basis for any monetary settlement.

3 160. At all times herein relevant, Plaintiffs reasonably relied, to its detriment, on the
4 misrepresentations made by Defendants. Plaintiffs justifiably relied on Defendants'
5 representations. Plaintiffs have a legal obligation to protect the interests of its insureds and pay
6 reasonable bills, judgments and/or settlements of claims involving Plaintiffs' insureds. Thus,
7 Plaintiffs were legally bound to pay money, pursuant to their policies with their insureds, to resolve
8 claims/disputes caused by Plaintiffs' insureds negligence. Because of Defendants fraudulent
9 conduct, Plaintiffs greater over valued and thus, over paid, for the settlement of hundreds of claims
10 from Defendants' claimants against Plaintiffs' insureds.

11 161. Defendants' misrepresentations proximately caused damages to Plaintiffs. As a
12 direct and proximate result of Defendants' fraud and intentional misrepresentations, Plaintiffs have
13 suffered damages in an amount which is unknown at this time, but which is estimated to be in
14 excess of Seventy-Five Thousand Dollars (\$75,000.00).

15 162. Further, the conduct of Defendants, as described within this Complaint was willful,
16 malicious, and done with a conscious and reckless disregard to Plaintiffs and with the purpose to
17 lie, cheat and steal money from Plaintiffs through fraudulent billings, reports, records and referrals.
18 The Defendant's actions entitles Plaintiffs to punitive damages.

19 **COUNT SIX**
20 **Conspiracy To Defraud**

21 163. Plaintiffs re-allege and paragraphs 1 through 162 as if fully set forth within this
22 Count.

23 164. At all times herein relevant, the named Defendants consist of two or more persons
24 or business entities, all had an object to be accomplished, all had a meeting of the minds on the
25 object or course of action, committed one or more unlawful or overt acts, and this conspiracy
26 resulted in damages to Plaintiffs.

27 165. Jennifer Nassiri, Dr. Noorda, unknown physicians at this time, Maryland Medical
28 and Digital Imaging had an agreement with Dr. Nassiri and Advanced Accident whereby they each

1 knowingly and wrongfully agreed to facilitate, conceal, advance, promote, and otherwise further
2 Dr. Nassiri's scheme to defraud Plaintiffs. The objective of this conspiracy was to generate as
3 many fees as possible, all of which would be paid by Plaintiffs as part of any settlement with those
4 submitted claims for personal injury against Plaintiffs' insureds.

5 166. Dr. Nassiri engaged in numerous wrongful acts pursuant to his agreement with
6 Jennifer Nassiri, Dr. Noorda, unknown physicians at this time, Maryland Medical and Digital
7 Imaging, set forth with particularity above in this Complaint.

8 167. From in or about 2001 through in or about the end of December 2007, Defendants
9 knowingly and willfully, and with intent to defraud, devised a scheme to defraud certain entities,
10 including Allstate, by obtaining money from these entities through false and fraudulent pretenses and
11 representations.

12 168. As a direct and proximate result of Dr. Nassiri's conspiracy to defraud Plaintiffs,
13 Plaintiffs have suffered damages in an amount which is unknown at this time, but which is
14 estimated to be in excess of Seventy-Five Thousand Dollars (\$75,000.00).

15 169. Further, the conduct of Defendants, as described within this Complaint was willful,
16 malicious, and done with a reckless disregard to Plaintiffs and with the purpose to lie, cheat and
17 steal money from Plaintiffs through fraudulent billings, reports, records and referrals.

18 **COUNT SEVEN**
19 **Nevada State RICO Violations – NRS §207.400**

20 170. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 169 of the
21 Complaint as if fully set forth herein.

22 171. Each of the fraudulent claims described above demonstrate that Defendants
23 committed: (1) grand larceny by obtaining money under false pretenses, a crime related to
24 racketeering under NRS §207.360(16); (2) taking property from another under circumstances not
25 amounting to robbery, a crime related to racketeering under NRS §207.360(9); (3) embezzlement
26 of money or property valued at \$250.00 or more, a crime related to racketeering under NRS
27 §207.60(25); (4) insurance fraud pursuant to NRS §686A.291, a crime related to racketeering under
28 NRS §207.360(30).

1 172. Defendants, working in concert, submitted false and fraudulent documents and
2 made false and fraudulent representations, reports, bills and referrals in support of excessive,
3 inflated, medically unreasonable and inflated claims with the intent to obtain and did, in fact, obtain
4 insurance proceeds that the Defendants knew they had no right to receive.

5 173. Plaintiffs justifiably and reasonably relied upon these misleading documents and
6 misrepresentations in evaluating, assessing and paying insurance claims and claims-related
7 expenses.

8 174. Defendants collectively constitute an Association-In-Fact enterprise separate and
9 distinct from any one Defendant named herein and which, in connection with each individual
10 Defendant, conducted and participated in the affairs of the Association-In-Fact enterprise through a
11 pattern of racketeering activity including grand larceny, embezzlement, insurance fraud and taking
12 property from another under circumstance not amounting to robbery.

13 175. The Association-In-Fact enterprise associated for a particular purpose; to steal,
14 defraud, cheat and convert money from Plaintiffs for Defendants own personal gains.

15 176. Maryland Medical is a business enterprise, the activities of which involve and
16 effect interstate commerce.

17 177. Advanced Accident is a business enterprise, the activities of which involve and
18 effect interstate commerce.

19 178. Digital Imaging is business enterprise which is engaged in, and the activities of
20 which, effect interstate commerce.

21 179. Defendants conducted the affairs of the foregoing enterprises through racketeering
22 activity.

23 180. Defendants associated with these enterprises and participated directly or indirectly
24 in the conduct of each enterprise through racketeering activity.

25 181. The predicate acts committed by Defendants were not isolated, but related by
26 similar pattern, intent, result, accomplices, victim and method of commission. This is best
27 exemplified by the similar reporting, treatment plans, referrals and diagnostic studies ordered by
28 Defendants purportedly to treat and cure personal injuries sustained by various claimants.

1 182. Plaintiffs have been injured in its business and property by reason of the
2 Defendants' misconduct.

3 183. By virtue of the Defendants' violations of NRS §207.400(b)(c), Plaintiffs have
4 entitled to recover from each defendant identified three times the damages sustained by reason of
5 the claims submitted by the Defendants, and others acting in concert with them, together with the
6 costs of suit including reasonable attorneys' fees and investigative costs.

7 184. Plaintiffs demand judgment against Defendants, individually, jointly and separately
8 as follows: actual and consequential damages to be established at trial; treble damages, interest,
9 costs and reasonable attorneys' fees; investigative costs pursuant to NRS §207.470(1); and
10 injunctive relief enjoining the Defendants from engaging in the wrongful activities alleged in the
11 Complaint as the Court deems just.

12 **COUNT EIGHT**
13 **Innocent Victim Enterprise Violations Of NRS §207.400(C)**

14 185. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 184 of the
15 Complaint as if fully set forth herein.

16 186. Plaintiffs are an enterprise engaged in, and the activities of which, effect interstate
17 commerce.

18 187. In violation of NRS §207.400(c), Defendants, by acting with purpose to cause
19 Plaintiffs to make payments on false, excessive, inflated and fraudulent insurance claims,
20 victimized Plaintiffs by participating in their affairs directly and/or indirectly through a pattern of
21 racketeering activity including grand larceny and insurance fraud.

22 188. Plaintiffs have been injured in its business and property in violation of NRS
23 §207.400(c).

24 189. By virtue of Defendants' violations of NRS §207.400(c), Plaintiffs are entitled to
25 recover from each Defendant identified three times the damages sustained by reason of the claims
26 submitted by Defendants, and others acting in concert with them, together with the cost of suit
27 including reasonable attorneys' fees.

28 190. Plaintiffs demand judgment against Defendants, individually, jointly and separately

1 as follows: actual and consequential damages to be established at trial; treble damages, interest,
2 costs and reasonable attorneys' fees; investigative costs pursuant to NRS §207.470(1); and
3 injunctive relief enjoining the Defendants from engaging in the wrongful activities alleged in the
4 Complaint as the Court deems just.

5
6 **COUNT NINE**
Constructive Trust And Unjust Enrichment

7 191. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 190 of the
8 Complaint as if fully set forth herein.

9 192. At all times relevant hereto, Defendants fraudulently obtained money in the form
10 of insurance payments and settlement proceeds from Plaintiffs under such circumstances that, in
11 equity, said money and/or property should be returned.

12 193. At all relevant times, Defendants had a relationship with Plaintiffs to honestly and
13 accurately treat these claimants, honestly and accurately report on these claimants and to honestly
14 and accurately submit billings for said treatment and care.

15 194. Defendants reasonably understood that these bills and reports would form the basis
16 of Plaintiffs evaluation of these claims, assessment of the value of each claim and the amounts paid
17 to settle these claims against Plaintiffs' insureds.

18 195. By paying Defendants money to which they had no legitimate right, Plaintiffs
19 conferred a benefit on Defendants, a benefit about which Defendants are aware and a benefit that
20 Defendants were not truly, legally and/or legitimately entitled.

21 196. Those funds received by Defendants from Plaintiffs, to which Defendants were not
22 entitled, have unjustly enriched Defendants at the expense of Plaintiffs.

23 197. By the conspiratorial conduct of Defendants in making false reports, unnecessary
24 referrals, material misrepresentations, nondisclosures and other fraudulent representations to its
25 claimants and, indirectly to Plaintiffs to fraudulently obtain insurance proceeds by false pretenses, it
26 would be inequitable for Defendants to retain the benefit of the insurance and/or settlement
27 payments made by Plaintiffs.

28 198. Plaintiffs demand judgment against Defendants individually, jointly and separately

1 and that this Court impose a constructive trust upon Defendants in an amount representing those
2 funds received by Defendants from Plaintiffs, as set forth above in this Complaint.

3
4 **COUNT TEN**
Negligent Misrepresentation

5 199. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 198 of the
6 Complaint as if fully set forth herein.

7 200. Plaintiffs reasonably relied on the diagnoses, recommendations and billings,
8 reports and referrals of Dr. Nassiri and the other Defendants in assessing the value of these cases
9 and determining how to pay, on behalf of its insureds, to settle these claims.

10 201. Defendants, in the course and scope of their business, profession and/or
11 employment, or in any other action in which he has a pecuniary interest, supplied false information
12 for the guidance of others, to and including Plaintiffs, in their business transactions.

13 202. As a result of this negligent conduct of Defendants, each Defendant is subject to
14 liability for pecuniary loss caused by this conduct as a result of Plaintiffs' justifiable reliance upon
15 the information.

16 203. Defendants at all times herein relevant, failed to exercise reasonable care or
17 competence in obtaining or communicating the information that was contained with medical
18 reports, referrals and billings.

19 204. Defendants submitted false, which was, at a minimum, due to Defendants
20 negligence, information in their reports and bills all of which was justifiably relied upon by
21 Plaintiffs and thus, caused them to suffer pecuniary harm because of this reliance.

22 205. Defendants pray for an award of monetary damages as direct, legal and proximate
23 result of the negligent misrepresentations made by Defendants.

24 **COUNT ELEVEN**
Declaratory Relief

25
26 206. Plaintiffs repeat and re-allege the allegations of paragraphs 1 through 205 of the
27 Complaint as if fully set forth herein.

28 207. Pursuant to the Nevada Uniform Declaratory Judgments Act Plaintiffs are entitled

1 to Declaratory Relief from this Court due to the existence of a substantial financial controversy
2 with Defendants.

3 208. As set forth within this Complaint, there exists a controversy relating to whether
4 Defendants' reports, referrals and billings amount to written representations that they had no
5 ulterior financial motives for generating reports, ordering tests, making referrals and preparing bills
6 that they actually provided the services for which he charged the claimant, and that the services he
7 provided were reasonably medically necessary and proper; thereby representing that they are
8 entitled to payment for the services.

9 209. Plaintiffs allege the existence of controversy relating to a question, construction or
10 validity of the instrument or statute. As such, Declaratory Relief from this Court is necessary to
11 provide Plaintiffs an opportunity to settle with Defendants and to obtain relief from uncertainty and
12 insecurity with respect to their respective rights, status and other legal relations.

13 210. As a direct result of this pending controversy between the parties, The Court must
14 examine this dispute between the parties and declare the respective rights of the parties.

15 211. Plaintiffs seek a Declaration from the Court that it is not liable for the billings
16 submitted by Defendants and further is entitle to reimbursement, re-payment, disgorgement and
17 other financial relief from Defendants.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for relief as follows:

20 1. That Plaintiffs be awarded a judgment in their favor for each of the Counts set forth
21 in this Complaint;

22 2. For damages consisting of, but not limited to, the following:

23 a. Actual and consequential damages, including economic, general and special
24 damages, caused by the Defendants' conduct as alleged herein;

25 b. Treble damages as permitted by the RICO Act;

26 c. Attorney's fees and all costs, including expert expenses, incurred by
27 Plaintiffs as a result of Defendants' conduct as permitted by both Federal and Nevada state law
28 both before and after the filing of this Complaint;

1 d. Punitive damages in an appropriate amount in the discretion of the jury as
2 permitted by both Federal and Nevada state law, and more specifically under Count Five, Fraud
3 and Intentional Misrepresentation;

4 3. A Declaration from this Court that the treatment, studies, tests and examinations
5 billed under the name of Advanced Accident, Maryland Medical and/or Digital Imaging are illegal,
6 unnecessary and improper billings and that Plaintiffs are entitled to reimbursement for all such
7 costs.

8 4. For Judgment that Defendants disgorge to Plaintiffs all amounts received by
9 Defendants from Plaintiffs.

10 5. For Judgment in favor of the Plaintiffs for damages arising from the billing of
11 unreasonable and unnecessary healthcare services by Defendants.

12 6. That Plaintiffs be awarded such other and further relief as the Court deem just and
13 proper.

14 Respectfully Submitted By:

15 Dated: March 20, 2008

16 McCORMICK, BARSTOW, SHEPPARD,
17 WAYTE & CARRUTH LLP

18 By: /S/ ERON Z. CANNON, ESQ.
19 BRUCE W. KELLEY, ESQ.
20 Nevada Bar No. 7331
21 ERON Z. CANNON, ESQ.
22 Nevada Bar No. 8013
23 8337 West Sunset Road, Suite 350
24 Las Vegas, NV 89113
25 Attorneys for Plaintiffs
26
27
28