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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**10/26/2018** at 09:17:00 AM  
Clerk of the Superior Court  
By Alan Silva, Deputy Clerk

5 **Attorneys for Defendant ROSS REZAEI and**  
**Defendant and Cross-Complainant ADVANCE**  
**OCCUPATIONAL AND HAND THERAPY CENTER**  
6 **dba SEVENTO7 PHYSICAL & HAND THERAPY**  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**  
10

11 WAJIA GHAFoori; and  
LAW OFFICES OF MARK B.  
12 PLUMMER, PC,

13 Plaintiffs,

14 vs.

15 ROSS REZAEI;  
SEVENTO7 PHYSICAL & HAND  
16 THERAPY; and  
DOES 1 through 100, inclusive,

17 Defendants.  
18

Case No. 30-2018-01014163-CU-CO-CJC

Assigned for Hon. Nathan Scott, Dept. C-15

Action Filed: August 22, 2018

**CROSS-COMPLAINT OF ADVANCE  
OCCUPATIONAL AND HAND THERAPY  
CENTER DBA SEVENTO7 PHYSICAL &  
HAND THERAPY**

Trial Date: None set.

19 ADVANCE OCCUPATIONAL AND HAND  
THERAPY CENTER dba SEVENTO7  
20 PHYSICAL & HAND THERAPY,

21 Cross-Complainant,

22 vs.

23 WAJIA GHAFoori;  
MARK B. PLUMMER;  
24 LAW OFFICES OF MARK B. PLUMMER,  
PC; and  
25 ROES 1 through 50, inclusive,

26 Cross-Defendants.  
27

28 ///

1 Cross-Complainant ADVANCE OCCUPATIONAL AND HAND THERAPY CENTER  
2 doing business as SEVENTO7 PHYSICAL & HAND THERAPY (“Cross-Complainant” or  
3 “SEVENTO7”) hereby alleges as follows:

4 **PARTIES**

5 1. Cross-Complainant ADVANCE OCCUPATIONAL AND HAND THERAPY  
6 CENTER is a California Corporation doing business as SEVENTO7 PHYSICAL & HAND  
7 THERAPY (“SEVENTO7” or “Cross-Complainant”). Cross-Complainant is now, and at all times  
8 mentioned in this cross-complaint was, a corporation duly organized under the laws of California,  
9 with its principal executive office located in the county of Orange, state of California. Cross-  
10 Complainant is in the business of providing physical and occupational therapy services and  
11 employs doctors of physical therapy.

12 2. Cross-Complainant is informed and believes and thereon alleges that Cross-  
13 Defendant WAJIA GHAFORI (“GHAFORI”) is, at all relevant times herein, and was, an  
14 individual residing in the county of Orange, California, and is subject to the jurisdiction of this  
15 Court.

16 3. Cross-Complainant is informed and believes and thereon alleges that Cross-  
17 Defendant MARK B. PLUMMER (“PLUMMER”), at all relevant times herein, was an individual  
18 residing in the county of Orange, California, and is subject to the jurisdiction of this Court.

19 4. Cross-Complainant is informed and believes and thereon alleges that Cross-  
20 Defendant LAW OFFICES OF MARK B. PLUMMER, PC (“PLUMMER LAW”), is a California  
21 professional corporation conducting business in the county of Orange, state of California and is  
22 subject to the jurisdiction of this Court.

23 5. The true names of defendants named herein as ROES 1 through 50, inclusive,  
24 whether individual, corporate, associate, or otherwise are unknown to Cross-Complainant, who  
25 therefore sues said cross-defendants, and each of them, by their fictitious names. When the true  
26 names and capacities of the ROE cross-defendants, or any of them, are ascertained, Cross-  
27 Complainant will seek leave to amend this Cross-Complaint to insert the same.

28 6. Cross-Complainant is informed and believes and thereon alleges, that each of the

1 Cross-Defendants sued herein as ROES 1 through 50, inclusive, are, and at all times mentioned  
2 herein have been, the agents, principals, partners, co-conspirators, aiders and abettors, and/or  
3 co-ventures of each other, that, each of them acted within the course, scope and authority of said  
4 relationships and conspiracy, and that as a result, ROES 1 through 50, inclusive, are jointly and  
5 severally liable for the acts and omissions alleged herein.

6 7. Cross-Complainant is informed and believes and thereon alleges that on or about  
7 May 5, 2014, Cross-Defendant GHAFOORI first began receiving physical therapy and  
8 occupational therapy services from Cross-Complainant SEVENTO7.

9 8. Cross-Complainant is informed and believes and thereon alleges that while  
10 receiving treatment at SEVENTO7, Cross-Defendant GHAFOORI was involved in a car accident  
11 on or about September 25, 2014, wherein she allegedly suffered injuries.

12 9. Cross-Complainant is informed and believes and thereon alleges that on or about  
13 November 16, 2014, Cross-Defendant GHAFOORI retained PLUMMER and PLUMMER LAW  
14 to initiate a personal injury lawsuit (“Personal Injury Lawsuit”) to recover her purported damages  
15 resulting from injuries she allegedly sustained as a result of the accident.

16 10. Cross-Complainant is informed and believes and thereon alleges that in  
17 November of 2014, Cross-Defendant GHAFOORI approached SEVENTO7 and informed  
18 SEVENTO7 that she had retained PLUMMER and PLUMMER LAW to initiate the Personal  
19 Injury Lawsuit and that Cross-Defendants GHAFOORI, PLUMMER and PLUMMER LAW  
20 desired that SEVENTO7 not bill her insurance for therapy she was to receive relating to her  
21 accident related injuries and rather opted to receive such services under a medical lien.

22 11. Cross-Complainant is informed and believes and thereon alleges that Cross-  
23 Complainant informed GHAFOORI that a medical lien was not necessary as she had authorization  
24 from her insurance to receive physical therapy and occupational therapy treatment from  
25 SEVENTO7 and that SEVENTO7 could bill her insurance and was willing to bill her insurance  
26 directly.

27 12. Cross-Complainant is informed and believes and thereon alleges that despite being  
28 advised that her insurance would cover her treatments, GHAFOORI, PLUMMER, and

1 PLUMMER LAW insisted that SEVENTO7 provide treatment under a medical lien and to not bill  
2 her insurance for treatments she received in connection with the injuries she sustained as a result  
3 of the car accident.

4 13. Cross-Complainant is informed and believes and thereon alleges that Cross-  
5 Defendants GHAFoori, PLUMMER and PLUMMER LAW were adamant about proceeding  
6 under a medical lien as it would increase the value of GHAFoori's personal injury case and  
7 alleged damages claimed by GHAFoori in her lawsuit as to enable them to negotiate a favorable  
8 settlement and/or obtain a favorable judgment in her Personal Injury Lawsuit.

9 14. Cross-Complainant is informed and believes and thereon alleges that on  
10 November 20, 2014, GHAFoori and PLUMMER LAW executed a medical lien which is  
11 attached hereto as **Exhibit 1** ("Medical Lien").

12 15. The Medical Lien provided that Cross-Defendants GHAFoori, PLUMMER and  
13 PLUMMER LAW would pay directly to SEVENTO7 such sums that are owed to it for medical  
14 services rendered to Cross-Defendant GHAFoori by reason of her car accident and that Cross-  
15 Defendants GHAFoori, PLUMMER and PLUMMER LAW would withhold such sums from  
16 any settlement, judgment, or verdict as may be necessary to assure payment to SEVENTO7 for the  
17 services rendered.

18 16. The Medical Lien further provided that Cross-Defendant GHAFoori would be  
19 directly responsible to SEVENTO7 for all medical bills submitted for services rendered and that  
20 payment for its services was not contingent upon any settlement, judgment or verdict of her  
21 personal injury case.

22 17. In reliance on the Medical Lien, Cross-Complainant provided physical therapy and  
23 occupational therapy services to Cross-Defendant GHAFoori for her accident related injuries  
24 between December 4, 2014 and March 16, 2015, and did not bill Cross-Defendant GHAFoori's  
25 insurance for the treatments she received during this period.

26 18. Cross-Complainant is informed and believes and thereon alleges that after  
27 completing her physical therapy and occupational therapy relating to her accident related injuries,  
28 Cross-Defendant GHAFoori returned for additional treatment for unrelated injuries during the

1 period of May 5, 2016 and June 28, 2016. Cross-Complainant is informed and believes and  
2 thereon alleges that the therapy received by Cross-Defendant GHAF00RI during this period was  
3 billed to her insurance and paid by her insurance.

4 19. Cross-Complainant is informed and believes and thereon alleges that Cross-  
5 Defendants GHAF00RI, PLUMMER, and PLUMMER LAW requested that Cross-Complainant  
6 provide copies of Cross-Defendant GHAF00RI's records relating to treatments she received with  
7 respect to her accident related injuries. Cross-Complainant is informed and believes and thereon  
8 alleges that Cross-Complainant provided such report to GHAF00RI, PLUMMER and  
9 PLUMMRT LAW.

10 20. Cross-Complainant is informed and believes and thereon alleges that Cross-  
11 Defendants GHAF00RI, PLUMMER and PLUMMER LAW used Cross-Complainant's report  
12 and records relating to treatments GHAF00RI received for her accident-related treatments in  
13 order to prove up her damages and to settle her Personal Injury Lawsuit.

14 21. Cross-Complainant is informed and believes and thereon alleges that on  
15 October 13, 2016, Cross-Defendants GHAF00RI, PLUMMER and PLUMMER LAW settled the  
16 Personal Injury Lawsuit filed by Cross-Defendant GHAF00RI and received settlement proceeds.  
17 Cross-Complainants are informed and believe and thereon allege that Cross-Defendants  
18 GHAF00RI, PLUMMER and PLUMMER LAW were able to enter into a favorable settlement in  
19 GHAF00RI's Personal Injury Lawsuit as a result of the services and records furnished by  
20 SEVENTO7.

21 22. Cross-Complainant is informed and believes and thereon alleges despite receiving  
22 settlement proceeds in connection with Cross-Defendant GHAF00RI's Personal Injury Lawsuit,  
23 Cross-Defendants GHAF00RI, PLUMMER, and PLUMMER LAW have failed to remit payment  
24 to SEVENTO7 to pay SEVENTO7's Medical Lien in the amount of \$11,200.00.

25 23. Cross-Complainant is informed and believes and thereon alleges that Cross-  
26 Complainant repeatedly contacted PLUMMER and PLUMMER LAW as to the status of payment  
27 of its Medical Lien. PLUMMER and PLUMMER LAW responded that it had no intention to pay  
28 the Medical Lien because SEVENTO7 did not furnish Cross-Defendants with a report containing

1 the fraudulent representations demanded by PLUMMER and PLUMMER LAW concerning  
2 GHAFORI's alleged aggravated injuries resulting from her accident.

3 **FIRST CAUSE OF ACTION**

4 **(BREACH OF CONTRACT AGAINST ALL CROSS-DEFENDANTS AND**  
5 **ROES 1 THROUGH 50, INCLUSIVE)**

6 24. Cross-Complainant hereby incorporates paragraphs 1 through 23 as though fully set  
7 forth herein.

8 25. On November 20, 2014, Cross-Defendants GHAFORI, PLUMMER, and  
9 PLUMMER LAW executed the Medical Lien whereby SEVENTO7 agreed to furnish Cross-  
10 Defendant GHAFORI with physical and occupational therapy services in exchange for a promise  
11 that Cross-Defendants GHAFORI, PLUMMER, and PLUMMER would provide a lien on any  
12 settlement, verdict or judgment obtained in favor of GHAFORI in connection with her Personal  
13 Injury Lawsuit. Cross-Defendants also agreed to withhold all sums owed to SEVENTO7 in  
14 connection with treatments rendered relating to GHAFORI's accident related injuries from any  
15 settlement, verdict or judgment received in connection with GHAFORI's Personal Injury  
16 Lawsuit.

17 26. Cross-Defendant GHAFORI further agreed that she would be directly liable to  
18 pay SEVENTO7 for any treatments she received in connection with her accident related injuries  
19 and that payment for such services was not contingent upon any favorable settlement, judgment or  
20 verdict in her Personal Injury Lawsuit.

21 27. In reliance on the Medical Lien, SEVENTO7 furnished physical and occupational  
22 therapy services to Cross-Defendants GHAFORI for her accident related injuries between  
23 December 4, 2014 through March 15, 2015. SEVENTO7 performed all of the obligations,  
24 conditions, and covenants required of SEVENTO7 or all conditions have been excused, prevented,  
25 or waived by Cross-Defendants' acts and omissions.

26 28. Cross-Complainant is informed and believes and thereon alleges that on  
27 October 13, 2016, Cross-Defendants settled the Personal Injury Lawsuit and obtained a favorable  
28 monetary settlement.

1 29. Cross-Defendants breached the terms of the Medical Lien by failing and refusing to  
2 withhold sums from the settlement to pay SEVENTO7 for the services rendered by it to  
3 GHAFUORI. Cross-Defendant GHAFUORI has further breached the Medical Lien by failing to  
4 pay for the services rendered by SEVENTO7 between the period of December 4, 2014 and  
5 March 15, 2015.

6 30. Because of Cross-Defendants' breach of the terms of the Medical Lien,  
7 SEVENTO7 has suffered general and special damages in an amount to be proven at trial, but not  
8 less than \$11,200.00, with interest on that amount at the rate of 10% percent per year from  
9 March 16, 2015.

10 **SECOND CAUSE OF ACTION**

11 **(FRAUD AGAINST ALL CROSS-DEFENDANTS AND**

12 **ROES 1 THROUGH 50, INCLUSIVE)**

13 31. Cross-Complainants hereby incorporate paragraphs 1 through 30 as though fully set  
14 forth herein.

15 32. Cross-Complainant is informed and believes and thereon alleges that on  
16 November 19, 2014, Cross-Defendants GHAFUORI, PLUMMER and PLUMMER LAW  
17 approached Cross-Complainant and requested that Cross-Complainant provide physical therapy  
18 and occupational therapy services to Cross-Defendant GHAFUORI for her accident related  
19 injuries on a medical lien and to not bill her insurance for such services. Cross-Complainant is  
20 informed and believes and thereon alleges that Cross-Defendants GHAFUORI, PLUMMER and  
21 PLUMMER LAW represented that they would pay SEVENTO7 for its services from any  
22 settlement, verdict or judgment in the Personal Injury Law in favor of Cross-Defendant  
23 GHAFUORI. Cross-Defendants GHAFUORI, PLUMMER and PLUMMER LAW further  
24 represented that in the event that Cross-Defendant GHAFUORI did not obtain a favorable  
25 settlement, verdict or judgment in her Personal Injury Lawsuit that would be sufficient to pay  
26 SEVENTO7 for its services, Cross-Defendant GHAFUORI would pay and would be directly  
27 liable to pay SEVENTO7 for such services.

28 33. Cross-Complainant reasonably relied on the above noted representations and

1 proceeded to provide physical and occupational therapy to Cross-Defendant GHAFOORI and did  
2 not bill her insurance as she instructed.

3 34. At the time the representations were made, Cross-Complainant is informed and  
4 believes and thereon alleges that Cross-Defendants GHAFOORI, PLUMMER, and PLUMMER  
5 LAW knew that they were false and never intended to honor their promises. Specifically, Cross-  
6 Defendants GHAFOORI, PLUMMER and PLUMMER LAW never intended to pay Cross-  
7 Complainant for its services and never intended to withhold any sums owed to Cross-Complainant  
8 from any settlement, verdict or judgment in the Personal Injury Lawsuit.

9 35. At the time such representations were made, Cross-Complainant is informed and  
10 believes and thereon alleges that Cross-Defendants GHAFOORI, PLUMMER and PLUMMER  
11 LAW made said false representations, and promises they never intended to honor, with the intent  
12 to induce Cross-Complainant to provide physical and occupational therapy to GHAFOORI  
13 without billing her insurance in order to increase the value of her Personal Injury Lawsuit and to  
14 enable her to negotiate a favorable and substantial settlement.

15 36. Cross-Complainant was unaware that the above noted representations made by  
16 Cross-Defendants were false and had no reason to doubt the truth of such representations.

17 37. If Cross-Complainant had known that the above representations were false, or that  
18 Cross-Defendants did not intend to honor their promises, Cross-Complainant would not have  
19 provided the services to GHAFOORI and/or it would have billed GHAFOORI's insurance for  
20 such services.

21 38. As a direct and proximate cause of the fraud of Cross-Defendants, and each of them,  
22 Cross-Complainant has suffered special damages, including costs, attorney fees, and incidental  
23 expenses.

24 39. Cross-Defendants GHAFOORI, PLUMMER and PLUMMER LAW did the things  
25 described herein, among other things, fraudulently, maliciously and oppressively. The conduct of  
26 said Cross-Defendants and each of them as describe herein, was despicable, vile, base,  
27 contemptible, miserable, wretched and loathsome, and carried on with a willful and conscious  
28 disregard of the rights of Cross-Complainant. Cross-Defendants knew and intended that said



1 conduct has caused and will continue to cause Cross-Complainant the harm and damages as  
2 alleged herein. That by reason of said conduct as described herein, Cross-Complainant is entitled  
3 to an award of exemplary and punitive damages.

4 **THIRD CAUSE OF ACTION**

5 **(UNFAIR BUSINESS PRACTICES AGAINST PLUMMER, PLUMMER LAW AND**  
6 **ROES 25 THROUGH 50, INCLUSIVE)**

7 40. Cross-Complainants incorporate paragraphs 1 through 39 as though fully set forth  
8 herein.

9 41. Cross-Complainant is informed and believes and thereon alleges that PLUMMER  
10 and PLUMMER LAW have handled and continue to handle and file several personal injury  
11 lawsuits on behalf of their clients. Cross-Complainant is informed and believes and thereon  
12 alleges that in connection with such personal injury lawsuits, including the subject Personal Injury  
13 Lawsuit, PLUMMER and PLUMMER LAW handles such matters on a contingency agreement  
14 and are compensated by way of amounts recovered through settlement, verdict or judgment.

15 42. Cross-Complainant is informed and believes and thereon alleges that in connection  
16 with the personal injury lawsuits it handles, including the subject Personal Injury Lawsuit,  
17 PLUMMER and PLUMMER LAW demand that medical providers/practitioners treat its clients on  
18 a medical lien and not bill its client's insurance as a strategy and tactic to increase the value of the  
19 case in order to lead to a substantial settlement and recovery which would benefit PLUMMER and  
20 PLUMMER LAW.

21 43. Cross-Complainant is informed and believes and thereon alleges that PLUMMER  
22 and PLUMMER LAW agree to provide medical liens on the personal injury lawsuits they handle,  
23 including the subject Personal Injury Lawsuit, with no intention to actually provide such medical  
24 lien or withhold sums from the settlement, verdict or judgment to pay such medical lien.

25 44. The above describe conduct constitutes and constituted "unfair and unlawful  
26 business acts or practices" pursuant to Business & Professions Code §17200.

27 45. As a result of Cross-Defendant PLUMMER and PLUMMER LAW's unfair  
28 business practices, Cross-Defendants have reaped unfair benefits at Cross-Complainant's expense.

1 46. Cross-Defendants’ unfair business practices entitle Cross-Complainant to seek  
2 restitution, declaratory and injunctive relief and other relief allowable under Section 17200, *et*  
3 *seq.*, including but not limited to orders that Cross-Defendants account for and restore unlawfully  
4 withheld compensation to the Cross-Complainant and discontinue its unlawful business practices  
5 and conduct.

6 47. Cross-Defendants’ unfair business practices also entitle Cross-Complainant to its  
7 attorneys’ fees and costs.

8 48. As a proximate result of the above described conduct, Cross-Defendants  
9 PLUMMER and PLUMMER LAW are required to disgorge all amounts of which said Cross-  
10 Defendants have received by making similar false representations and false promises to other  
11 medical practitioners.

12 49. As a proximate cause of the above described conduct, Cross-Complainant is  
13 entitled to an injunction prohibiting said Cross-Defendants from perpetrating a similar scheme on  
14 other medical practitioners.

15 **FOURTH CAUSE OF ACTION**  
16 **(BREACH OF IMPLIED CONTRACT AGAINST CROSS-DEFENDANT GHAFUORI**  
17 **AND ROES 1 THROUGH 50, INCLUSIVE)**

18 50. Cross-Complainant hereby incorporates paragraphs 1 through 49 as though fully set  
19 forth herein.

20 51. At the instance and request of Cross-Defendant GHAFUORI, Cross-Complainant  
21 provided physical therapy and occupational therapy services to Cross-Defendant GHAFUORI  
22 between the period of December 4, 2014 and March 16, 2015, for her accident-related injuries.

23 52. Cross-Complainant provided such services with the expectation and understanding  
24 that Cross-Defendant GHAFUORI would pay for such treatments.

25 53. Despite demand, Cross-Defendant GHAFUORI has failed to pay Cross-  
26 Complainant for the treatments and services she received during the period of December 4, 2014  
27 through March 16, 2015.

28 54. Because of Cross-Defendant’s failure to pay SEVENTO7 for the services she

1 received during the period of December 4, 2014 through March 16, 2015, Cross-Complainant has  
2 suffered general and special damages in an amount to be proven at trial, but not less than  
3 \$11,200.00, with interest on that amount at the rate of 10% percent per year from March 16, 2015.

4 **FIFTH CAUSE OF ACTION**

5 **(QUANTUM MERUIT AGAINST ALL CROSS-DEFENDANTS AND**  
6 **ROES 1 THROUGH 50, INCLUSIVE)**

7 55. Cross-Complainant hereby incorporates paragraphs 1 through 54 as though fully set  
8 forth herein.

9 56. At the instance and request of Cross-Defendant GHAFoori, Cross-Complainant  
10 provided physical therapy and occupational therapy services to Cross-Defendant GHAFoori  
11 between the period of December 4, 2014 through March 16, 2015, for her accident-related injuries.

12 57. Cross-Complainant provided such services with the expectation and understanding  
13 that Cross-Defendant GHAFoori would pay for such treatments.

14 58. The fair and reasonable value of the services provided by Cross-Complainant to  
15 Cross-Defendant GHAFoori is at least \$11,200.

16 59. No payment has been made by Cross-Defendant GHAFoori, and there is now  
17 owing the sum of at least \$11,200, with interest on that amount at the rate of 10% percent per year  
18 from March 16, 2015.

19 **SIXTH CAUSE OF ACTION**

20 **(MONEY HAD AND RECEIVED AGAINST CROSS-DEFENDANT GHAFoori AND**  
21 **ROES 1 THROUGH 50, INCLUSIVE)**

22 60. Cross-Complainant hereby incorporates paragraphs 1 through 59 as though fully set  
23 forth herein.

24 61. At the instance and request of Cross-Defendant GHAFoori, Cross-Complainant  
25 provided physical therapy and occupational therapy services to Cross-Defendant GHAFoori  
26 between the period of December 4, 2014 through March 16, 2015, for her accident-related injuries.

27 62. Cross-Complainant provided such services with the expectation and understanding  
28 that Cross-Defendant GHAFoori would pay for such treatments and services.

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63. Cross-Complainant has repeatedly demanded payment from Cross-Defendant  
GHAFOORI.

64. No payment has been made by Cross-Defendant GHAFOORI, and there is now  
owing the sum of at least \$11,200, with interest on that amount at the rate of 10% percent per year  
from March 16, 2015.

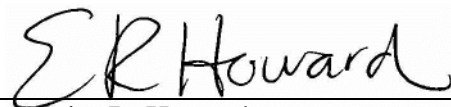
**PRAYER FOR RELIEF**

**WHEREFORE**, Cross-Complainant prays for judgment against the Cross-Defendants and  
each of them, as follows:

- 1. For general and special damages according to proof, but not less than \$11,200;
- 2. For interest and other incidental damages according to proof;
- 3. For attorney fees according to proof;
- 4. For disgorgement of ill-gotten gains;
- 5. For injunctive relief;
- 6. For exemplary damages according to proof;
- 7. For punitive damages according to proof;
- 8. For general damages;
- 9. For costs of suit incurred herein;
- 10. For such other and further relief as the court deems just and proper.

DATED: October 26, 2018

ANDERSON, MCPHARLIN & CONNERS LLP

By:   
Elmira R. Howard

Attorneys for Defendant ROSS REZAEI and  
Defendant and Cross-Complainant ADVANCE  
OCCUPATIONAL AND HAND THERAPY CENTER  
dba SEVENTO7 PHYSICAL & HAND THERAPY

# **EXHIBIT 1**



22 Odyssey Suite 165 : 22 Odyssey Suite 165, Irvine, CA 92618  
 Irvine, CA 92618 : Irvine, CA 92618  
 Phone: (949) 727-2192 : Fax: (949) 727-2193

inc: 714-970-3131  
 rx: 714-970-3130

ty's Name / Address:  
 OFFICE OF MARK B PLAMMER  
 2 ORIENT ST  
 LINDA CA 92686  
 Injury: 09-25-14

Patient Name / Address:  
 Wajia Ghafour  
 redacted  
 Social Security Number: redacted

Seven To 7 Physical & Hand Therapy  
 22 Odyssey Suite 165  
 Irvine, CA 92618  
 Phone: (949) 727-2192 Fax: (949) 727-2193

**Medical Reports and Doctor's Lien**

I do hereby authorize the above doctor to furnish you, my attorney, with a full report of his condition, diagnosis, treatment, prognosis, etc., of myself in regard to the accident in which I was injured.

I hereby authorize and direct you, my attorney, to pay directly to said doctor such sums as may be owing him for medical services rendered me both by reason of this accident and by reason of any other accidents that are due his office and withhold such sums from any settlement, judgment or verdict as may be rendered in my case to adequately protect said doctor. And I hereby further give a lien on my case to said doctor for any and all proceeds of my settlement, judgment or verdict which may be paid to you, my attorney, or to me as the result of the injuries for which I have been treated or injuries in connection therewith.

I fully understand that I am directly and fully responsible to said doctor for all medical bills submitted for service rendered me and that this agreement is made solely for said doctor's additional protection and consideration of his pending payment. And I further understand that such payment is not contingent upon any settlement, judgment or verdict by which I may eventually recover said fee.

11-19-2014

Patient's Signature: *Wajia Ghafour*  
 Print Name: Wajia Ghafour

The undersigned being attorney of record for the above patient does hereby agree to observe all the provisions of the above and agrees to withhold such sums from any settlement, judgment or verdict as may be rendered in my case to adequately protect said doctor above named.

11/20/14

Attorney's Signature: *[Signature]*

Attorney: Please date, sign and return by fax one copy to AOHIC (949) 727-2193. Keep one copy for records.

Odyssey Ste. 165 Irvine, CA 92618 Phone: (949) 727-2192 Fax: (949) 727-2193

2014/NOV/19 WED 14:37

7 TO 7 THERAPY

FAX No. 949 727 2193

P. 001/001

ANDERSON, MCPHARLIN & CONNERS LLP  
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707 WILSHIRE BOULEVARD, SUITE 4000  
LOS ANGELES, CALIFORNIA 90017-3623  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**


I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 707 Wilshire Boulevard, Suite 4000, Los Angeles, California 90017-3623.

On October 26, 2018, I served the following document(s) described as **CROSS-COMPLAINT OF ADVANCE OCCUPATIONAL AND HAND THERAPY CENTER DBA SEVENTO7 PHYSICAL & HAND THERAPY** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Mark B. Plummer, Esq. Law Offices of Mark B. Plummer, PC 18552 Oriente Drive Yorba Linda, CA 92886 Telephone: (714) 970-3131 Facsimile: (714) 970-3130	Attorneys for Plaintiffs Wajia Ghafoori and Law Offices of Mark B. Plummer, PC
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**BY MAIL:** I am “readily familiar” with Anderson, McPharlin & Connors’ practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, California, on that same day following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 26, 2018, at Los Angeles, California.

  
\_\_\_\_\_  
Tom D. Cochran