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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF ORANGE

13 JEANEEN BAUER,
14 Plaintiff,

15 vs.

16 ALIREZA PANAHPOUR, D.D.S.;
17 SOUTH COAST MEDICAL CENTER
18 FOR NEW MEDICINE, INC., a
19 California corporation, aka CENTER
20 FOR NEW MEDICINE; LEIGH ERIN
21 CONNEALY, M.D. and DOES 1
22 through 50, inclusive,

23 Defendants.

Case No.

COMPLAINT FOR DAMAGES:

1. Negligent Hiring/Retention
2. Dental Malpractice
3. Lack of Informed Consent
4. Sexual Battery
5. Battery
6. Intentional Misrepresentation
7. Negligent Misrepresentation

24 COMES NOW Plaintiff JEANEEN BAUER and alleges as follows:

PARTIES

25 1. Defendant ALIREZA PANAHPOUR, D.D.S. (hereinafter referred to as
26 "PANA") is, and at all times herein mentioned was, a dentist licensed to practice
27 dentistry by the State of California, holding license #41661, with his principal place of
28 business at 6 Hughes Avenue, Suite 100, Irvine, California 92618 and, at all times
herein mentioned, was practicing biological dentistry as an employee and/or contractor
of SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE, INC. During the time
of Plaintiff's dental treatment, and unbeknownst to her, Defendant PANA was on

1 probation with the DENTAL BOARD OF CALIFORNIA pursuant to a Stipulated
2 Settlement and Disciplinary Order, the content of which is described herein, a copy of
3 which is attached hereto as Exhibit "1" and incorporated herein by reference.

4 2. Defendant SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE,
5 INC., a California corporation, aka CENTER FOR NEW MEDICINE (hereinafter
6 referred to as "SCMCNM") is, and at all times herein mentioned was, a medical/dental
7 facility registered to do and doing business in the State of California with its principal
8 place of business located at 6 Hughes Avenue, Suite 100, Irvine, California 92618.

9 3. Defendant LEIGH ERIN CONNEALY, M.D. (hereinafter referred to as
10 "CONNEALY") is, and at all times herein mentioned was, the medical director and co-
11 owner of SCMCNM, with her principal place of business located at 6 Hughes Avenue,
12 Suite 100, Irvine, California 92618.

13 4. Plaintiff is informed and believes and thereon alleges that, at all times herein
14 mentioned, Defendant PANA was the agent and/or employee of Defendants SCMCNM
15 and CONNEALY and, in doing the acts hereinafter described, was acting in the course
16 and within the scope of his authority as agent and/or employee, and in the transaction
17 of the business of the employment or agency. Defendants SCMCNM and CONNEALY
18 are, therefore, liable to Plaintiff for the acts of Defendant PANA hereinafter alleged
19 under the doctrine of respondeat superior.

20 5. Plaintiff is informed and believes and thereon alleges that, at various times
21 herein mentioned, each of the defendants was the agent, servant, representative or
22 employee of each of the remaining defendants and, in engaging in certain acts
23 hereinafter alleged, was acting within the course and scope of said agency, service,
24 representation, or employment and materially assisted the other defendants. Plaintiff
25 is further informed and believes and thereon alleges that each of the defendants
26 ratified the acts of the remaining defendants.

27 6. Plaintiff is ignorant of the true names and capacities, whether individual,
28 corporate, associate or otherwise, of defendants sued herein as DOES 1 through 50,

1 inclusive, and therefore sues said defendants by such fictitious names. Plaintiff is
2 informed and believes, and upon such information and belief, alleges that each of the
3 defendants designated herein as a DOE is legally responsible in some manner for the
4 events and happenings referred to herein and caused the damages proximately
5 thereby to Plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend
6 this Complaint to show the true names and capacities of the defendants designated
7 herein as DOES when the same have been ascertained.

8 **STATEMENT OF FACTS**

9 7. On or about December 19, 2006, Defendant PANA entered into a Stipulated
10 Settlement and Disciplinary Order with the Dental Board of California, wherein PANA
11 agreed that the Dental Board could establish a basis for the allegations made in its
12 Accusation No. DBC 2004-72 against PANA of incompetence, gross negligence,
13 repeated acts of negligence, false, fraudulent or misleading statements, and
14 unprofessional conduct.

15 8. On or about December 17, 2007, Plaintiff, retained Defendants PANA and
16 SCMCNM for the performance of a general dentistry examination and consultation for
17 a broken tooth (tooth #14). At the time Plaintiff initially consulted with Defendant
18 PANA, she had suffered from Hepatitis C for 20 years, a fact which she disclosed to
19 PANA at their first meeting.

20 9. On December 17, 2007, at the time of Plaintiff's initial examination,
21 Defendant PANA performed a dental examination, after which Defendant PANA
22 recommended a periodontal consultation, as well as removal of all of Plaintiff's
23 amalgam fillings, advising Plaintiff that the mercury in amalgam fillings was toxic to her
24 system and could lead to cancer and other health problems. PANA provided Plaintiff
25 with a booklet recounting the connection between amalgam fillings and various
26 diseases.

27 10. On or about January 2, 2008, Defendant PANA performed an oral
28 evaluation and took a complete series of intraoral x-rays.

1 11. On or about January 25, 2008, Defendant PANA prepared a temporary
2 crown for Plaintiff's fractured tooth (tooth #14), discussed his proposed treatment plan
3 with her and conducted ART (autonomic response testing) utilizing the "O ring
4 technique" to diagnose dental complaints, and in the course of so doing, touched the
5 general area beneath both of Plaintiff's breasts, her liver, her lower pelvic region and
6 her heart. Upon performing ART, Defendant PANA opined that he "felt no energy
7 moving here".

8 12. On or about January 28, 2008, Defendant PANA discussed mercury detox
9 prevention with Plaintiff and admonished her as to the necessity to remove all of her
10 14 amalgam fillings as she suffered from mercury poisoning which could lead to dire
11 medical consequences, including cancer and other serious diseases, especially with
12 her medical history of Hepatitis C. Based on PANA's advice and recommendation,
13 Plaintiff agreed to the removal of her amalgam fillings.

14 13. On or about January 28, 2008, Defendant PANA conducted ART to
15 determine which dental materials and anesthetics to use and on which areas of
16 Plaintiff's mouth he should perform work, removed the amalgam filling in tooth #14,
17 provided oxygen support to prevent inhalation of mercury during the removal
18 procedure, and placed the temporary crown he had previously prepared.

19 14. In order to alleviate the purported lack of energy he diagnosed in Plaintiff by
20 conducting an ART examination, Defendant PANA prescribed dietary supplements to
21 Plaintiff. PANA diagnosed and determined Plaintiff's allergies by placing cards on her
22 chest which contained notations of her daily food intake.

23 15. In order to further alleviate the purported lack of energy he diagnosed in
24 Plaintiff by conducting an ART examination, Defendant PANA recommended neural
25 therapy injections which he represented to Plaintiff would eliminate her lack of energy
26 and alleviate her dental complaints through treatment to other parts of her body.

27 16. On or about January 28th, February 4th, February 13th, February 26th, and
28 March 10th, Defendant PANA performed neural therapy, administering injections of

1 what PANA identified as procaine into tissue surrounding both of Plaintiff's breasts,
2 jaws, abdomen, hands, as well as scars on her right knee and upper back.

3 17. On or about February 4, 2008, Defendant PANA performed an ART
4 examination in order to determine which dental materials and anesthetics to use and
5 on which areas of Plaintiff's mouth he should work, instructed Plaintiff on mercury
6 detox prevention, and, based on his implanted fear to Plaintiff of the mercury in her
7 mouth being contra-indicated with her Hepatitis C, Plaintiff agreed to have the
8 amalgam fillings in teeth #'s 13, 15 and 16 removed and replaced with an onlay-resin
9 based composite fillings. Plaintiff was given oxygen support during the amalgam
10 removal procedure, had diagnostic casts made for crowns on teeth #14, 19 and 30 and
11 underwent occlusal analysis and adjustment.

12 18. On or about February 13, 2008, Defendant PANA performed an ART
13 examination in order to determine which dental materials and anesthetics to use and
14 on which areas of Plaintiff's mouth he should work, and removed amalgam fillings in
15 teeth #'s 1, 2, 3 and 4 to be replaced with onlay-resin based composite fillings. Plaintiff
16 received oxygen support during the procedure and another lesson in mercury detox
17 prevention. When Plaintiff complained of teeth sensitivity, Defendant PANA
18 recommended that she gargle with garlic.

19 19. On or about February 26, 2008, Defendant PANA performed an ART
20 examination in order to determine which dental materials and anesthetics to use and
21 on which areas of Plaintiff's mouth he should work, and removed amalgam fillings in
22 teeth #'s 17, 18 and 19 to be replaced with onlay-resin based composite fillings.
23 Defendant PANA further removed Plaintiff's crown on tooth#19 and replaced it with a
24 porcelain/ceramic temporary crown.

25 20. On or about March 6, 2008, Defendant PANA delivered and fitted Plaintiff
26 with a mandibular appliance.

27 21. On or about March 10, 2008, Defendant PANA performed an ART
28 examination in order to determine which dental materials and anesthetics to use and

1 on which areas of Plaintiff's mouth he should work, and removed amalgam fillings in
2 teeth #'s 30, 31 and 32 to be replaced with onlay-resin based composite fillings.
3 Defendant PANA further removed Plaintiff's crown on tooth #30 and replaced it with
4 a porcelain/ceramic temporary crown.

5 22. On or about March 12th and March 19, 2008, Defendant PANA adjusted
6 Plaintiff's mandibular appliance.

7 23. On or about April 21, 2008, at her appointment with Defendant PANA,
8 Plaintiff complained that the temporary crown on tooth #14 did not fit and asked that
9 it be redone and reported that the temporary crown on tooth #30 had cracked due to
10 the mandibular appliance with which PANA had fitted her.

11 24. On or about April 30, 2008, Defendant PANA performed an occlusal
12 adjustment and recommended that Plaintiff undergo laser scar therapy.

13 25. On or about May 12, 2008, Defendant PANA performed an ART examination
14 in order to determine which dental materials and anesthetics to use and on which
15 areas of Plaintiff's mouth he should work, delivered and placed the permanent
16 porcelain/ceramic crown on Plaintiff's tooth #30 and took a cast for a new permanent
17 crown on tooth #14.

18 26. On or about June 3, 2008, Defendant PANA took an impression of tooth #19
19 and determined there was evidence of new bone loss in the area of tooth #14.

20 27. On or about June 30, 2008, Defendant PANA removed the temporary crown
21 on Plaintiff's tooth #19 and replaced it with a porcelain/ceramic permanent crown.

22 28 On or about July 14, 2008, Defendant PANA delivered and adjusted a new
23 mandibular appliance for Plaintiff and performed repair work on the temporary crown
24 on Plaintiff's tooth #14.

25 29. On or about September 8, 2008, Defendant PANA performed an occlusal
26 adjustment.

27 30. On or about October 16, 2008, Plaintiff reported to Defendant PANA that the
28 crown on tooth #19 had cracked and that a piece had fallen off. Plaintiff was instructed

1 by PANA to bring the broken piece into his office.

2 31. On or about November 13, 2008, Plaintiff brought in the piece of the crown
3 on tooth #19 which had broken off and reported that the crown on tooth #14 did not fit.
4 Defendant PANA performed an ART examination, but took no steps to alleviate the
5 problems reported by Plaintiff relating to the two crowns he had placed.

6 32. On or about January 14, 2009, Defendant PANA performed an oral
7 examination and adjusted the crown on tooth #19.

8 33. As of December 2009, Plaintiff continues to suffer from residual complaints
9 resulting from the dental treatment performed by Defendant PANA, including but not
10 limited to, painful and ill-fitting crowns, inability to floss, occasional sharp pain and
11 frequent dull ache in her mouth, teeth and jaw.

12 34. On or about December 15, 2009, and pursuant to *California Code of Civil*
13 *Procedure*, Section 364, Plaintiff caused Notice of Intent to Sue letters to be mailed by
14 certified mail to Defendants PANA his principal place of business located at 2701
15 Ocean Park Boulevard, Suite 108, Santa Monica, California 90405. A true and correct
16 copy of said letter is attached hereto as Exhibit "2" and incorporated herein by
17 reference.

18 **FIRST CAUSE OF ACTION**

19 **(For Negligent Hiring/Retention Against Defendants**

20 **SCMCNM, CONNEALY and Does 1 through 5)**

21 35. Plaintiff realleges and incorporates herein by reference all of the allegations
22 set forth in paragraphs 1 through 34 as though fully set forth herein.

23 36. On or about March 18, 2005, the DENTAL BOARD OF CALIFORNIA
24 brought an ACCUSATION against Defendant PANA, under various and assumed
25 names, for several acts of misconduct in the performance of professional dental
26 services, including incompetence, gross negligence, repeated acts of negligence,
27 false, fraudulent and misleading statements, obtaining fees by misrepresentation and
28 unprofessional conduct.

1 37. On or about December 19, 2006, Defendant PANA entered into a Stipulated
2 Settlement and Disciplinary Order with the DENTAL BOARD OF CALIFORNIA,
3 wherein PANA agreed that the Dental Board could establish a basis for the allegations
4 made in its Accusation No. DBC 2004-72 against PANA of incompetence, gross
5 negligence, repeated acts of negligence, false, fraudulent or misleading statements,
6 and unprofessional conduct.

7 38. Pursuant to the Decision and Order of the DENTAL BOARD OF
8 CALIFORNIA dated February 22, 2007, Defendant PANA was placed on probation,
9 effective March 22, 2007 through March 22, 2009.

10 39. At all times herein mentioned, Defendants SCMCNM and CONNEALY had
11 a duty to the patients of SCMCNM, including Plaintiff, to hire and retain competent,
12 experienced and qualified professional staff, including the dentists who worked under
13 the auspices of SCMCNM.

14 40. Plaintiff is informed and believes and thereon alleges that Defendants
15 SCMCNM and CONNEALY knew, or in the exercise of reasonable diligence, including
16 but not limited to investigation of Defendant PANA's licensure status, should have
17 known that PANA was unfit and incompetent to perform the duties for which he was
18 hired and/or retained, namely professional dental services, and that an undue risk to
19 patients, including Plaintiff, would exist as a result of PANA's hiring and/or retention.

20 41. Plaintiff is informed and believes and thereon alleges that Defendants
21 SCMCNM and CONNEALY knew, or in the exercise of reasonable diligence, including
22 investigation into PANA's prior litigation history, should have known that, in multiple
23 lawsuits, allegations of Medicare fraud, sexual battery in touching intimate parts of
24 female patients' bodies and other acts of unprofessional conduct had been made
25 against PANA to some of which PANA had asserted his 5th Amendment right against
26 self-incrimination and, based thereon, PANA was unfit and incompetent to perform the
27 duties for which he was hired and/or retained, namely professional dental services, and
28 that an undue risk to patients, including Plaintiff, would exist as a result of PANA's

1 hiring and/or retention.

2 42. Despite this advance knowledge, Defendants SCMCNM and CONNEALY
3 breached their duty of care to the patients of SCMCNM, including Plaintiff, by hiring
4 and/or retaining Defendant PANA as an employee and/or independent contractor
5 performing professional dental services, as such employment and/or retention was in
6 conscious disregard of the rights and safety of SCMCNM's patients, including Plaintiff,
7 as PANA had been disciplined and placed on probation by the DENTAL BOARD OF
8 CALIFORNIA for gross incompetence and repeated acts of negligence in the
9 performance of professional dental services.

10 43. As a proximate result of the wrongful conduct of Defendants SCMCNM and
11 CONNEALY, Plaintiff was induced to undergo unwarranted and unnecessary dental
12 treatment.

13 44. As a further proximate result of the wrongful conduct of Defendants
14 SCMCNM and CONNEALY, Plaintiff has sustained injury to her health, strength and
15 activity, all of which injuries have caused, and continue to cause, Plaintiff great mental,
16 physical and nervous pain and suffering. Plaintiff will seek leave of Court to amend
17 this complaint to set forth the full amount of damage sustained as a result thereof when
18 ascertained.

19 45. As a further proximate result of the wrongful conduct of Defendants
20 SCMCNM and CONNEALY, Plaintiff has sustained, and will continue to sustain,
21 disabling, serious and permanent physical and emotional injuries, all to Plaintiff's
22 general damage in an amount presently unascertainable. Plaintiff will seek leave of
23 Court to amend this complaint to set forth the full amount of damage sustained as a
24 result thereof when ascertained.

25 46. As a further proximate result of the wrongful conduct of Defendants
26 SCMCNM and CONNEALY, Plaintiff has incurred medical, hospital, psychological and
27 related expenses in a sum presently unascertainable. Plaintiff will seek leave of Court
28 to amend this complaint to set forth the full amount of damage sustained as a result

1 thereof when ascertained.

2 47. As a further proximate result of the wrongful conduct of Defendants
3 SCMCNM and CONNEALY, Plaintiff will in the future incur medical, hospital,
4 psychological and related expenses, the exact nature and extent of which are currently
5 unknown to Plaintiff. Plaintiff will seek leave of Court to amend this complaint to set
6 forth the full amount of damage sustained as a result thereof when ascertained.

7 48. As a further proximate result of the wrongful conduct of Defendants
8 SCMCNM and CONNEALY, and each of them, Plaintiff will in the future sustain loss
9 of earnings and loss of earning capacity, the exact nature and extent of which are
10 currently unknown to Plaintiff. Plaintiff will seek leave of Court to amend this Complaint
11 to set forth the full amount of damage when ascertained.

12 **SECOND CAUSE OF ACTION**

13 **(For Dental Malpractice Against Defendants**

14 **PANA, SCMCNM and Does 6 through 10, inclusive)**

15 49. Plaintiff realleges and incorporates herein by reference all of the allegations
16 set forth in paragraphs 1 through 34 as though fully set forth.

17 50. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
18 1 through 5, inclusive, to diagnose and treat her dental complaints, said Defendants
19 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

20 51. On or about December 17, 2007, at the time that Plaintiff sought the
21 professional services of Defendants PANA and SCMCNM, said Defendants
22 maintained their dental office and held themselves out to the general public as
23 competent and skilled dentists and dental surgeons licensed by the DENTAL BOARD
24 OF CALIFORNIA, and Plaintiff relied upon said representations of skill and
25 competency when retaining said Defendants to examine and treat her.

26 52. On or about December 17, 2007, at the time that Plaintiff sought the
27 professional services of Defendants PANA and SCMCNM, said Defendants did not
28 inform Plaintiff that Defendant PANA was on probation with the DENTAL BOARD OF

1 CALIFORNIA.

2 53. On or about December 17, 2007, and continuing thereafter through January
3 14, 2009, Defendants, jointly and individually, negligently failed to exercise the proper
4 degree of knowledge, skill and competence in examining, diagnosing, treating and
5 caring for Plaintiff by incompetently and negligently performing dental services,
6 resulting in the unnecessary removal of amalgam fillings and replacement with
7 composite fillings, the unnecessary removal of permanent non-problematic crowns and
8 replacement with ill-fitting and improperly designed crowns, and the unnecessary
9 provision of treatment unrelated to Plaintiff's dental complaints, all of which have
10 caused Plaintiff ongoing and residual complaints which have solely been caused by
11 Defendants' negligence.

12 54. As a proximate result of the negligence of Defendants, and each of them,
13 Plaintiff suffered injury to her mouth, teeth and jaw, resulting in the necessity for
14 reconstructive and restorative dental treatment.

15 55. As a further proximate result of the negligence of Defendants, and each of
16 them, Plaintiff has sustained injury to her health, strength and activity, all of which
17 injuries have caused, and continue to cause, Plaintiff great mental, physical and
18 nervous pain and suffering. Plaintiff will seek leave of Court to amend this Complaint
19 to set forth the full amount of damage sustained as a result thereof when ascertained.

20 56. As a further proximate result of the negligence of Defendants, and each of
21 them, Plaintiff has sustained, and will continue to sustain, disabling, serious and
22 permanent physical injuries, all to Plaintiff's general damage in an amount presently
23 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
24 the full amount of damage when ascertained.

25 57. As a further proximate result of the negligence of Defendants, and each of
26 them, Plaintiff has incurred medical, hospital and related expenses in a sum presently
27 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
28 the full amount of damage when ascertained.

1 Plaintiff would not have consented to said treatment.

2 64. As a proximate result of the wrongful conduct of Defendants, and each of
3 them, in improperly and unnecessarily removing trouble-free proper fillings and in the
4 wholesale removal and replacement of healthy crowns without Plaintiff's consent and
5 without advising Plaintiff of the inherent risks involved, Plaintiff suffered the removal of
6 healthy tissue and bone, especially from tooth #14, resulting in the necessity for
7 reconstructive and restorative procedures.

8 65. As a further proximate result of the conduct of Defendants, and each of
9 them, Plaintiff has sustained injury to her health, strength and activity, all of which
10 injuries have caused, and continue to cause, Plaintiff great mental, physical and
11 nervous pain and suffering. Plaintiff will seek leave of Court to amend this Complaint
12 to set forth the full amount of damage sustained as a result thereof when ascertained.

13 66. As a further proximate result of the conduct of Defendants, and each of
14 them, Plaintiff has sustained, and will continue to sustain, disabling, serious and
15 permanent physical injuries, all to Plaintiff's general damage in an amount presently
16 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
17 the full amount of damage when ascertained.

18 67. As a further proximate result of the conduct of Defendants, and each of
19 them, Plaintiff has incurred medical, hospital and related expenses in a sum presently
20 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
21 the full amount of damage when ascertained.

22 68. As a further proximate result of the conduct of Defendants, and each of
23 them, Plaintiff will in the future incur medical, hospital and related expenses, the exact
24 nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave
25 of Court to amend this Complaint to set forth the full amount of damage when
26 ascertained.

27 69. As a further proximate result of the wrongful conduct of Defendants, and
28 each of them, Plaintiff will in the future sustain loss of earnings and loss of earning

1 capacity, the exact nature and extent of which are currently unknown to Plaintiff.
2 Plaintiff will seek leave of Court to amend this Complaint to set forth the full amount of
3 damage when ascertained.

4 **FOURTH CAUSE OF ACTION**
5 **(For Sexual Battery Against Defendants**
6 **PANA, SCMCNM and Does 11 through 15, Inclusive)**

7 70. Plaintiff realleges and incorporates herein by reference all of the allegations
8 set forth in paragraphs 1 through 34 as though fully set forth herein.

9 71. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
10 11 through 15, inclusive, to diagnose and treat her dental complaints, said Defendants
11 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

12 72. On or about January 25th, January 28th, February 4th, February 13th,
13 February 26th, March 10th, May 12th, and November 13, 2008, and in purported
14 treatment of Plaintiff's ongoing dental complaints, Defendant PANA performed an ART
15 (autonomic response testing) examination on Plaintiff, and in the course of so doing,
16 intentionally touched Plaintiff's breasts and her lower pelvic region, intimates part of
17 Plaintiff's anatomy.

18 73. On or about January 28th, February 4th, February 13th, February 26th and
19 March 10, 2008, and in purported treatment of Plaintiff's ongoing dental complaints,
20 Defendant PANA performed neural therapy on Plaintiff, intentionally administering
21 (alleged) procaine injections into the area surrounding Plaintiff's breasts, an intimate
22 part of Plaintiff's anatomy.

23 74. The ART (autonomic response testing) examination and the neural therapy
24 treatment which Defendant PANA performed on Plaintiff were intentional and sexually
25 offensive contacts with intimate parts of Plaintiff's anatomy to which Plaintiff did not
26 consent.

27 75. As a proximate result of the conduct of Defendants, and each of them,
28 Plaintiff has sustained injury to her health, strength and activity, all of which injuries

1 have caused, and continue to cause, Plaintiff great mental, physical and nervous pain
2 and suffering. Plaintiff will seek leave of Court to amend this Complaint to set forth the
3 full amount of damage sustained as a result thereof when ascertained.

4 76. As a further proximate result of the conduct of Defendants, and each of
5 them, Plaintiff has sustained, and will continue to sustain, disabling, serious and
6 permanent physical injuries, all to Plaintiff's general damage in an amount presently
7 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
8 the full amount of damage when ascertained.

9 77. As a further proximate result of the conduct of Defendants, and each of
10 them, Plaintiff has incurred medical, hospital and related expenses in a sum presently
11 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
12 the full amount of damage when ascertained.

13 78. As a further proximate result of the conduct of Defendants, and each of
14 them, Plaintiff will in the future incur medical, hospital and related expenses, the exact
15 nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave
16 of Court to amend this Complaint to set forth the full amount of damage when
17 ascertained.

18 79. As a further proximate result of the wrongful conduct of Defendants, and
19 each of them, Plaintiff will in the future sustain loss of earnings and loss of earning
20 capacity, the exact nature and extent of which are currently unknown to Plaintiff.
21 Plaintiff will seek leave of Court to amend this Complaint to set forth the full amount of
22 damage when ascertained.

23 **FIFTH CAUSE OF ACTION**

24 **(For Battery Against Defendants PANA, SCMCNM**
25 **and Does 11-15, inclusive)**

26 80. Plaintiff realleges and incorporates herein by reference all of the allegations
27 set forth in paragraphs 1 through 34 as though fully set forth herein.

28 81. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does

1 11 through 15, inclusive, to diagnose and treat her dental complaints, said Defendants
2 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

3 82. On or about January 28th, February 4th, February 13th, February 26th and
4 March 10, 2008, and in purported treatment of Plaintiff's ongoing dental complaints,
5 Defendant PANA performed neural therapy on Plaintiff, intentionally administering
6 procaine injections into the area surrounding Plaintiff's breasts, her abdomen and on
7 her hands, treatment to which Plaintiff did not consent.

8 83. The neural therapy treatment performed by Defendant PANA on parts of
9 Plaintiff's body below her neck was offensive and beyond the scope of Defendant's
10 knowledge, skill and experience and outside the scope of dental practices and
11 procedures in the community.

12 84. As a proximate result of the conduct of Defendants, and each of them,
13 Plaintiff has sustained injury to her health, strength and activity, all of which injuries
14 have caused, and continue to cause, Plaintiff great mental, physical and nervous pain
15 and suffering. Plaintiff will seek leave of Court to amend this Complaint to set forth the
16 full amount of damage sustained as a result thereof when ascertained.

17 85. As a further proximate result of the conduct of Defendants, and each of
18 them, Plaintiff has sustained, and will continue to sustain, disabling, serious and
19 permanent physical injuries, all to Plaintiff's general damage in an amount presently
20 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
21 the full amount of damage when ascertained.

22 86. As a further proximate result of the conduct of Defendants, and each of
23 them, Plaintiff has incurred medical, hospital and related expenses in a sum presently
24 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
25 the full amount of damage when ascertained.

26 87. As a further proximate result of the conduct of Defendants, and each of
27 them, Plaintiff will in the future incur medical, hospital and related expenses, the exact
28 nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave

1 of Court to amend this Complaint to set forth the full amount of damage when
2 ascertained.

3 88. As a further proximate result of the wrongful conduct of Defendants, and
4 each of them, Plaintiff will in the future sustain loss of earnings and loss of earning
5 capacity, the exact nature and extent of which are currently unknown to Plaintiff.
6 Plaintiff will seek leave of Court to amend this Complaint to set forth the full amount of
7 damage when ascertained.

8 **SIXTH CAUSE OF ACTION**

9 **(For Intentional Misrepresentation Against Defendants**

10 **PANA, SCMCNM and Does 16 through 20, Inclusive)**

11 89. Plaintiff realleges and incorporates herein by reference all of the allegations
12 set forth in paragraphs 1 through 34 as though fully set forth herein.

13 90. On or about December 17, 2007, January 28th, February 4th, February 13th
14 February 26th, and March 10, 2008, during Plaintiff's dental treatment, Defendant
15 PANA falsely and fraudulently represented to Plaintiff that:

16 a. Plaintiff had mercury poisoning;

17 b. High levels of mercury would exacerbate her medical condition as a sufferer
18 of Hepatitis C;

19 c. Mercury poisoning could be diagnosed upon visual examination without
20 conducting scientifically accepted and approved diagnostic testing and laboratory
21 analysis; and

22 d. Defendant PANA possessed the requisite knowledge, expertise and
23 experience to diagnose mercury poisoning.

24 91. The above representations made by Defendant PANA were false. The true
25 facts were that:

26 a. Plaintiff did not have mercury poisoning;

27 b. Plaintiff's medical condition would not be exacerbated because she did not
28 have high levels of mercury in her system;

1 c. Mercury poisoning could not be diagnosed without conducting scientifically
2 accepted and approved diagnostic testing and laboratory analysis; and

3 d. Defendant did not possess the requisite knowledge, expertise and experience
4 to diagnose mercury poisoning.

5 92. Plaintiff, at the time Defendant PANA made these representations, was
6 ignorant of the falsity of Defendant's representations and believed them to be true. In
7 justifiable reliance on Defendant's representation, Plaintiff was induced to and did have
8 performed an unnecessary and invasive dental treatment, all of which Plaintiff would
9 not have agreed to had she known the actual facts.

10 93. As a proximate result of the wrongful conduct of Defendants, Plaintiff was
11 induced to undergo unwarranted and unnecessary dental treatment.

12 94. As a further proximate result of the misrepresentations made by Defendants,
13 Plaintiff has sustained injury to her health, strength and activity, all of which injuries
14 have caused, and continue to cause, Plaintiff great mental, physical and nervous pain
15 and suffering. Plaintiff will seek leave of Court to amend this Complaint to set forth the
16 full amount of damage sustained as a result thereof when ascertained.

17 95. As a further proximate result of the misrepresentations made by Defendants,
18 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent
19 physical injuries, all to Plaintiff's general damage in an amount presently
20 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
21 the full amount of damage sustained as a result thereof when ascertained.

22 96. As a further proximate result of the misrepresentations made by
23 Defendants, Plaintiff has incurred medical, hospital and related expenses in a sum
24 presently unascertainable. Plaintiff will seek leave of Court to amend this Complaint
25 to set forth the full amount of damage sustained as a result thereof when ascertained.

26 97. As a further proximate result of the misrepresentations made by
27 Defendants, Plaintiff will in the future incur medical, hospital and related expenses, the
28 exact nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek

1 leave of Court to amend this Complaint to set forth the full amount of damage
2 sustained as a result thereof when ascertained.

3 98. As a further proximate result of the misrepresentations made by Defendants,
4 and each of them, Plaintiff will in the future sustain loss of earnings and loss of earning
5 capacity, the exact nature and extent of which are currently unknown to Plaintiff.
6 Plaintiff will seek leave of Court to amend this Complaint to set forth the full amount of
7 damage when ascertained.

8 SEVENTH CAUSE OF ACTION

9 (For Negligent Misrepresentation Against Defendants

10 PANA, SCMCNM and Does 16 through 20, Inclusive)

11 99. Plaintiff realleges and incorporates herein by reference all of the allegations
12 set forth in paragraphs 1 through 34 as though fully set forth herein.

13 100. On or about December 17, 2007, January 28th, February 4th, February 13th
14 February 26th, and March 10, 2008, during Plaintiff's dental treatment, Defendant
15 PANA negligently represented to Plaintiff that:

- 16 a. Plaintiff had mercury poisoning;
- 17 b. High levels of mercury would exacerbate her medical condition as a sufferer
18 of Hepatitis C;
- 19 c. Mercury poisoning could be diagnosed by visual examination without
20 conducting scientifically accepted and approved diagnostic testing or laboratory
21 analysis; and
- 22 d. Defendant PANA possessed the requisite knowledge, expertise and
23 experience to diagnose mercury poisoning.

24 101. The above representations made by Defendant PANA were false. The
25 true facts were that:

- 26 a. Plaintiff did not have mercury poisoning;
- 27 b. Plaintiff's medical condition would not be exacerbated because she did not
28 have high levels of mercury in her system;

1 c. Mercury poisoning could not be diagnosed without conducting scientifically
2 accepted and approved diagnostic testing or laboratory analysis; and

3 d. Defendant PANA did not possess the requisite knowledge, expertise and
4 experience to diagnose mercury poisoning.

5 102. When Defendants made these representations, they had no reasonable
6 ground for believing them to be true as Defendant PANA had only conducted a visual
7 examination and had not undertaken diagnostic testing or laboratory analysis to
8 determine if Plaintiff had mercury poisoning nor did he have the requisite knowledge,
9 expertise and/or experience to diagnose mercury poisoning.

10 103. Defendants made such material misrepresentations with the intention of
11 inducing Plaintiff to undergo an unnecessary and invasive dental treatment, all to
12 Plaintiff's detriment.

13 104. Plaintiff, at the time Defendants made these representations, was ignorant
14 of the falsity of Defendants' representations and believed them to be true. In justifiable
15 reliance on these representations, Plaintiff was induced to and did have performed
16 unnecessary dental surgeries and other radical dental treatment, all of which Plaintiff
17 would not have agreed to had she known the actual facts.

18 105. As a proximate result of the misrepresentations made by Defendants,
19 Plaintiff was induced to undergo unwarranted and unnecessary dental treatment.

20 106. As a further proximate result of the misrepresentations made by
21 Defendants, Plaintiff has sustained injury to her health, strength and activity, all of
22 which injuries have caused, and continue to cause, Plaintiff great mental, physical and
23 nervous pain and suffering. Plaintiff will seek leave of Court to amend this complaint
24 to set forth the full amount of damage sustained as a result thereof when ascertained.

25 107. As a further proximate result of the misrepresentations made by
26 Defendants, Plaintiff has sustained, and will continue to sustain, disabling, serious and
27 permanent physical and emotional injuries, all to Plaintiff's general damage in an
28 amount presently unascertainable. Plaintiff will seek leave of Court to amend this

1 complaint to set forth the full amount of damage sustained as a result thereof when
2 ascertained.

3 108. As a further proximate result of the misrepresentations made by
4 Defendants, Plaintiff has incurred medical, hospital, psychological and related
5 expenses in a sum presently unascertainable. Plaintiff will seek leave of Court to
6 amend this complaint to set forth the full amount of damage sustained as a result
7 thereof when ascertained.

8 109. As a further proximate result of the misrepresentations made by
9 Defendants, Plaintiff will in the future incur medical, hospital, psychological and related
10 expenses, the exact nature and extent of which are currently unknown to Plaintiff.
11 Plaintiff will seek leave of Court to amend this complaint to set forth the full amount of
12 damage sustained as a result thereof when ascertained.

13 110. As a further proximate result of the misrepresentations made by
14 Defendants, and each of them, Plaintiff will in the future sustain loss of earnings and
15 loss of earning capacity, the exact nature and extent of which are currently unknown
16 to Plaintiff. Plaintiff will seek leave of Court to amend this Complaint to set forth the full
17 amount of damage when ascertained.

18 WHEREFORE, Plaintiff JEANEEN BAUER prays for judgment against
19 Defendants, and each of them, as follows:

20 FOR THE FIRST CAUSE OF ACTION AGAINST DEFENDANTS SCMCNM
21 AND CONNEALY:

- 22 1. For general damages according to proof;
- 23 2. For medical, dental and related expenses according to proof;
- 24 3. For future medical, dental and related expenses according to proof;
- 25 4. For future loss of earnings and loss of earning capacity according to proof;
- 26 5. For interest thereon at the legal rate;
- 27 6. For costs of suit incurred herein; and
- 28 7. For such other and further relief as the Court deems just and proper.

1 FOR THE SECOND THROUGH SEVENTH CAUSES OF ACTION AGAINST
2 DEFENDANTS PANA AND SCMCNM:

- 3 1. For general damages according to proof;
- 4 2. For medical and related expenses according to proof;
- 5 3. For future medical and related expenses according to proof;
- 6 4. For future loss of earnings and loss of earning capacity according to proof;
- 7 5. For interest thereon at the legal rate;
- 8 6. For costs of suit incurred herein; and
- 9 7. For such other and further relief as the Court deems just and proper.

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12 Dated: _____

LAW OFFICES OF DAVID J. WILZIG

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15 DAVID J. WILZIG
16 Attorney for Plaintiff
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