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8 Attorney for Plaintiff
9 CHELSEA BIBB

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

13 CHELSEA BIBB,

14 Plaintiff,

15 vs.

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

22 Defendants.

Case No.

COMPLAINT FOR DAMAGES:

1. **Negligent Hiring/Retention**
2. **Dental Negligence**
3. **Lack of Informed Consent**
4. **Sexual Battery**
5. **Battery**
6. **Intentional Misrepresentation**
7. **Negligent Misrepresentation**
8. **Unprofessional Conduct Pursuant to *Business & Professions Code §1680(e)***

23 COMES NOW Plaintiff CHELSEA BIBB and alleges as follows:

PARTIES

24 1. Defendant ALIREZA PANAHPOUR, D.D.S. (hereinafter referred to as
25 "PANA") is, and at all times herein mentioned was, a dentist licensed to practice
26 dentistry by the State of California, holding license #41661, with his principal place of
27 business at 6 Hughes Avenue, Suite 100, Irvine, California 92618 and, at all times
28 herein mentioned, was practicing biological dentistry as an independent contractor
retained by the SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE, INC., aka

1 CENTER FOR NEW MEDICINE. During the time of Plaintiff's dental treatment, and
2 unbeknownst to her, Defendant PANA was on probation with the DENTAL BOARD OF
3 CALIFORNIA pursuant to a Stipulated Settlement and Disciplinary Order, the content
4 of which is described herein, a copy of which is attached hereto as Exhibit "1" and
5 incorporated herein by reference.

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

11 3. Defendant LEIGH ERIN CONNEALY, M.D. (hereinafter referred to as
12 "CONNEALY") is, and at all times herein mentioned was, a physician licensed to
13 practice medicine by the State of California, holding license #G57433, and the medical
14 director and co-owner of SCMCNM, with her principal place of business located at 6
15 Hughes Avenue, Suite 100, Irvine, California 92618.

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

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

1 12. On or about June 16, 2008, Defendant PANA performed a dental
2 examination and took a series of intraoral x-rays. Defendant PANA confirmed the
3 diagnosis of heavy metal poisoning and represented to Plaintiff that the mercury
4 allegedly found in her system was toxic and detrimental to her health, necessitating the
5 removal of all of her amalgam fillings. Based on Defendant PANA's advisement that
6 amalgam fillings caused heavy metal poisoning which could lead to cancer and other
7 serious medical conditions, Plaintiff agreed to the removal of her amalgam fillings.

8 13. On or about June 16, 2008, Defendant PANA removed amalgam fillings in
9 Plaintiff's teeth #'s 3, 11, 12 and 13, replaced them with resin-based composite fillings
10 and provided oxygen support to Plaintiff during the removal procedure to prevent
11 inhalation of mercury.

12 14. Further at Plaintiff's appointment on June 16, 2008, Defendant PANA
13 performed a core build-up on tooth #2 and placed a porcelain/ceramic onlay.

14 15. On or about June 17, 2008, Defendant PANA performed an occlusal
15 adjustment on Plaintiff's nocturnal nightguard, as well as teeth #'s 2, 3, 11, 12 and 13
16 and polished Plaintiff's new resin-based composite fillings.

17 16. On or about September 2, 2008, Defendant PANA took intraoral x-rays,
18 performed occlusal adjustments and equilibration and took new impressions for onlays
19 on teeth #'s 4 and 5 which were broken during cementation.

20 17. On or about September 8, 2008, Defendant PANA performed a deep teeth
21 cleaning, advised Plaintiff on her teeth grinding habits and performed work on teeth #'s
22 14 and 15.

23 18. On or about January 19, 2009, and pursuant to *California Code of Civil*
24 *Procedure*, Section 364, Plaintiff caused Notice of Intent to Sue letters to be mailed by
25 certified mail to Defendants PANA his principal place of business located at 2701
26 Ocean Park Boulevard, Suite 108, Santa Monica, California 90405. A true and correct
27 copy of said letter is attached hereto as Exhibit "2" and incorporated herein by
28 reference.

1 **FIRST CAUSE OF ACTION**
2 **(For Negligent Hiring/Retention Against Defendants**
3 **SCMCNM, CONNEALY and Does 1 through 5)**

4 19. Plaintiff realleges and incorporates herein by reference all of the allegations
5 set forth in paragraphs 1 through 18 as though fully set forth herein.

6 20. On or about March 18, 2005, the DENTAL BOARD OF CALIFORNIA
7 brought an ACCUSATION against Defendant PANA, under various and assumed
8 names, for several acts of misconduct in the performance of professional dental
9 services, including incompetence, gross negligence, repeated acts of negligence,
10 false, fraudulent and misleading statements, obtaining fees by misrepresentation and
11 unprofessional conduct.

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

18 22. Pursuant to the Decision and Order of the DENTAL BOARD OF
19 CALIFORNIA dated February 22, 2007, Defendant PANA was placed on probation,
20 effective March 22, 2007 through March 22, 2009.

21 23. At all times herein mentioned, Defendants SCMCNM and CONNEALY had
22 a duty to the patients of SCMCNM, including Plaintiff, to hire and retain competent,
23 experienced and qualified professional staff, including the dentists who worked under
24 the auspices of SCMCNM.

25 24. Plaintiff is informed and believes and thereon alleges that Defendants
26 SCMCNM and CONNEALY knew, or in the exercise of reasonable diligence, including
27 but not limited to investigation of Defendant PANA's licensure status, should have
28 known that PANA was unfit and incompetent to perform the duties for which he was

1 hired and/or retained, namely professional dental services, and that an undue risk to
2 patients, including Plaintiff, would exist as a result of PANA's hiring and/or retention.

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

13 26. Despite this advance knowledge, Defendants SCMCNM and CONNEALY
14 breached their duty of care to the patients of SCMCNM, including Plaintiff, by hiring
15 and/or retaining Defendant PANA as an employee and/or independent contractor
16 performing professional dental services, as such employment and/or retention was in
17 conscious disregard of the rights and safety of SCMCNM's patients, including Plaintiff,
18 as PANA had been disciplined and placed on probation by the DENTAL BOARD OF
19 CALIFORNIA for gross incompetence and repeated acts of negligence in the
20 performance of professional dental services.

21 27. As a proximate result of the wrongful conduct of Defendants SCMCNM and
22 CONNEALY, Plaintiff was induced to undergo unwarranted and unnecessary dental
23 treatment.

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

1 ascertained.

2 29. As a further proximate result of the wrongful conduct of Defendants
3 SCMCNM and CONNEALY, Plaintiff has sustained, and will continue to sustain,
4 disabling, serious and permanent physical and emotional injuries, all to Plaintiff's
5 general damage in an amount presently unascertainable. Plaintiff will seek leave of
6 Court to amend this complaint to set forth the full amount of damage sustained as a
7 result thereof when ascertained.

8 30. As a further proximate result of the wrongful conduct of Defendants
9 SCMCNM and CONNEALY, Plaintiff has incurred medical, hospital, psychological and
10 related expenses in a sum presently unascertainable. Plaintiff will seek leave of Court
11 to amend this complaint to set forth the full amount of damage sustained as a result
12 thereof when ascertained.

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

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

23 **SECOND CAUSE OF ACTION**

24 **(For Dental Malpractice Against Defendants**

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

26 33. Plaintiff realleges and incorporates herein by reference all of the allegations
27 set forth in paragraphs 1 through 18 as though fully set forth.

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

1 1 through 5, inclusive, to diagnose and treat her dental complaints, said Defendants
2 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

3 35. On or about December 27, 2007, at the time that Plaintiff sought the
4 professional services of Defendants PANA and SCMCNM, said Defendants
5 maintained their dental office and held themselves out to the general public as
6 competent and skilled dentists and dental surgeons licensed by the DENTAL BOARD
7 OF CALIFORNIA, and Plaintiff relied upon said representations of skill and
8 competency when retaining said Defendants to examine and treat her.

9 36. On or about December 27, 2007, at the time that Plaintiff sought the
10 professional services of Defendants PANA and SCMCNM, said Defendants did not
11 inform Plaintiff that Defendant PANA was on probation with the DENTAL BOARD OF
12 CALIFORNIA.

13 37. On or about December 27, 2007, and continuing thereafter through
14 September 8, 2008, Defendants, jointly and individually, negligently failed to exercise
15 the proper degree of knowledge, skill and competence in examining, diagnosing,
16 treating and caring for Plaintiff by incompetently and negligently performing dental
17 services, resulting in the unnecessary removal of amalgam fillings and replacement
18 with composite fillings and the unnecessary provision of treatment unrelated to
19 Plaintiff's dental condition, all of which have caused Plaintiff ongoing and residual
20 complaints which have solely been caused by Defendants' negligence.

21 38. On or about March 30, 2009, at the time Plaintiff's mother sought a second
22 opinion relating to the dental work she received from Alireza Panahpour, did Plaintiff
23 first become aware of the unnecessary and excessive dental treatment performed by
24 Defendant PANA.

25 39. As a proximate result of the negligence of Defendants, and each of them,
26 Plaintiff suffered injury to her mouth, teeth and jaw, resulting in the necessity for
27 reconstructive and restorative dental treatment.

28 40. As a further proximate result of the negligence of Defendants, and each of

1 them, Plaintiff has sustained injury to her health, strength and activity, all of which
2 injuries have caused, and continue to cause, Plaintiff great mental, physical and
3 nervous pain and suffering. Plaintiff will seek leave of Court to amend this Complaint
4 to set forth the full amount of damage sustained as a result thereof when ascertained.

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

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

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

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

24 **THIRD CAUSE OF ACTION**

25 **(For Lack of Informed Consent Against Defendants**

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

27 45. Plaintiff realleges and incorporates herein by reference all of the allegations
28 set forth in paragraphs 1 through 18 as though fully set forth herein.

1 46. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
2 6 through 10, inclusive, to diagnose and treat her dental complaints, said Defendants
3 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

4 47. On or about December 27, 2007, and continuing thereafter through
5 September 8, 2008, in purported treatment of Plaintiff's ongoing complaints,
6 Defendants PANA and SCMCNM, jointly and individually, negligently failed to disclose
7 to Plaintiff the inherent risks involved in the wholesale removal of trouble-free proper
8 fillings for no dental purpose and negligently failed to obtain Plaintiff's informed
9 consent for those procedures in light of the undisclosed risks.

10 48. If Plaintiff had been adequately informed of the inherent risks associated
11 with the wholesale removal of proper fillings for no dental purpose, Plaintiff would not
12 have consented to said treatment.

13 49. On or about March 30, 2009, at the time Plaintiff's mother sought a second
14 opinion relating to the dental work she received from Alireza Panahpour, did Plaintiff
15 first become aware of the unnecessary and excessive dental treatment performed by
16 Defendant PANA.

17 50. As a proximate result of the wrongful conduct of Defendants, and each of
18 them, in improperly and unnecessarily removing and replacing healthy crowns with
19 defective temporary crowns without Plaintiff's consent and without advising Plaintiff of
20 the inherent risks involved, Plaintiff suffered the removal of healthy tissue and bone,
21 resulting in the necessity for reconstructive and restorative procedures.

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

27 52. As a further proximate result of the conduct of Defendants, and each of
28 them, Plaintiff has sustained, and will continue to sustain, disabling, serious and

1 permanent physical injuries, all to Plaintiff's general damage in an amount presently
2 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
3 the full amount of damage when ascertained.

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

8 54. As a further proximate result of the conduct of Defendants, and each of
9 them, Plaintiff will in the future incur medical, hospital and related expenses, the exact
10 nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave
11 of Court to amend this Complaint to set forth the full amount of damage when
12 ascertained.

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

18 **FOURTH CAUSE OF ACTION**
19 **(For Sexual Battery Against Defendants**
20 **PANA, SCMCNM and Does 11 through 15, Inclusive)**

21 56. Plaintiff realleges and incorporates herein by reference all of the allegations
22 set forth in paragraphs 1 through 18 as though fully set forth herein.

23 57. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
24 11 through 15, inclusive, to diagnose and treat her dental complaints, said Defendants
25 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

26 58. On or about December 27, 2007, and in purported treatment of Plaintiff's
27 ongoing dental complaints, Defendant PANA performed neural therapy on Plaintiff,
28 intentionally administering procaine injections into a scar on Plaintiff's lower abdomen

1 in the genital area, an intimate part of Plaintiff's anatomy, at the site of the surgical
2 removal of a dermoid cyst and one of Plaintiff's ovaries.

3 59. The neural therapy treatment which Defendant PANA performed on Plaintiff
4 was an intentional and sexually offensive contact with an intimate part of Plaintiff's
5 anatomy to which Plaintiff did not consent.

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

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

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

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

25 64. As a further proximate result of the wrongful conduct of Defendants, and
26 each of them, Plaintiff will in the future sustain loss of earnings and loss of earning
27 capacity, the exact nature and extent of which are currently unknown to Plaintiff.
28 Plaintiff will seek leave of Court to amend this Complaint to set forth the full amount of

1 damage when ascertained.

2 **FIFTH CAUSE OF ACTION**

3 **(For Battery Against Defendants**

4 **PANA, SCMCNM and Does 11 through 15, Inclusive)**

5 65. Plaintiff realleges and incorporates herein by reference all of the allegations
6 set forth in paragraphs 1 through 18 as though fully set forth herein.

7 66. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
8 11 through 15, inclusive, to diagnose and treat her dental complaints, said Defendants
9 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

10 67. On or about December 27, 2007, and in purported treatment of Plaintiff's
11 ongoing dental complaints, Defendant PANA performed neural therapy on Plaintiff,
12 intentionally administering procaine injections into a scar on Plaintiff's lower abdomen
13 and into a scar on Plaintiff's left knee, treatment to which Plaintiff did not consent.

14 68. The neural therapy treatment performed by Defendant PANA on parts of
15 Plaintiff's body below her neck was offensive and beyond the scope of Defendant's
16 knowledge, skill and experience and outside the scope of dental practices and
17 procedures in the community and, therefore, constituted the practice of medicine
18 without a license.

19 69. On or about December 27, 2007, Defendant PANA prescribed supplements
20 to treat Plaintiff's alleged stomach complaints, treatment which was beyond the scope
21 of Defendant PANA's knowledge, skill and experience and outside the scope of dental
22 practices and procedures in the community and, therefore, constituted the practice of
23 medicine without a license.

24 70. On or about March 30, 2009, at the time Plaintiff's mother sought a second
25 opinion relating to the dental work she received from Alireza Panahpour, did Plaintiff
26 first become aware of the unnecessary, excessive and improper dental treatment
27 performed by Defendant PANA.

28 71. As a proximate result of the conduct of Defendants, and each of them,

1 Plaintiff has sustained injury to her health, strength and activity, all of which injuries
2 have caused, and continue to cause, Plaintiff great mental, physical and nervous pain
3 and suffering. Plaintiff will seek leave of Court to amend this Complaint to set forth the
4 full amount of damage sustained as a result thereof when ascertained.

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

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

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

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

24 **FIFTH CAUSE OF ACTION**

25 **(For Intentional Misrepresentation Against Defendants**

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

27 76. Plaintiff realleges and incorporates herein by reference all of the allegations
28 set forth in paragraphs 1 through 18 as though fully set forth herein.

1 77. On or about June 16, 2008, during Plaintiff's dental treatment, Defendant
2 PANA falsely and fraudulently represented to Plaintiff that:

3 a. Plaintiff had mercury poisoning;

4 b. Mercury poisoning could be diagnosed upon visual examination without
5 conducting scientifically accepted and approved diagnostic testing and laboratory
6 analysis; and

7 c. Defendant PANA possessed the requisite knowledge, expertise and
8 experience to diagnose mercury poisoning.

9 78. The above representations made by Defendant PANA were false. The true
10 facts were that:

11 a. Plaintiff did not have mercury poisoning;

12 b. Mercury poisoning could not be diagnosed without conducting scientifically
13 accepted and approved diagnostic testing and laboratory analysis; and

14 c. Defendant did not possess the requisite knowledge, expertise and experience
15 to diagnose mercury poisoning.

16 79. Plaintiff, at the time Defendant PANA made these representations, was
17 ignorant of the falsity of Defendant's representations and believed them to be true. In
18 justifiable reliance on Defendant's representation, Plaintiff was induced to and did have
19 performed an unnecessary and invasive dental treatment, all of which Plaintiff would
20 not have agreed to had she known the actual facts.

21 80. As a proximate result of the wrongful conduct of Defendants, Plaintiff was
22 induced to undergo unwarranted and unnecessary dental treatment.

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

28 82. As a further proximate result of the misrepresentations made by Defendants,

1 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent
2 physical injuries, all to Plaintiff's general damage in an amount presently
3 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
4 the full amount of damage sustained as a result thereof when ascertained.

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

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

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

19 **SIXTH CAUSE OF ACTION**

20 **(For Negligent Misrepresentation Against Defendants**

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

22 86. Plaintiff realleges and incorporates herein by reference all of the allegations
23 set forth in paragraphs 1 through 18 as though fully set forth herein.

24 87. On or about June 16, 2008, during Plaintiff's dental treatment, Defendant
25 PANA negligently represented to Plaintiff that:

- 26 a. Plaintiff had mercury poisoning;
- 27 b. Mercury poisoning could be diagnosed by visual examination without
28 conducting scientifically accepted and approved diagnostic testing or laboratory

1 analysis; and

2 c. Defendant PANA possessed the requisite knowledge, expertise and
3 experience to diagnose mercury poisoning.

4 88. The above representations made by Defendant PANA were false. The true
5 facts were that:

6 a. Plaintiff did not have mercury poisoning;

7 b. Mercury poisoning could not be diagnosed without conducting scientifically
8 accepted and approved diagnostic testing or laboratory analysis; and

9 c. Defendant PANA did not possess the requisite knowledge, expertise and
10 experience to diagnose mercury poisoning.

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

16 90. Defendants made such material misrepresentations with the intention of
17 inducing Plaintiff to undergo an unnecessary and invasive dental treatment, all to
18 Plaintiff's detriment.

19 91. Plaintiff, at the time Defendants made these representations, was ignorant
20 of the falsity of Defendants' representations and believed them to be true. In justifiable
21 reliance on these representations, Plaintiff was induced to and did have performed
22 unnecessary dental surgeries and other radical dental treatment, all of which Plaintiff
23 would not have agreed to had she known the actual facts.

24 92. As a proximate result of the misrepresentations made by Defendants,
25 Plaintiff was induced to undergo unwarranted and unnecessary dental treatment.

26 93. As a further proximate result of the misrepresentations made by
27 Defendants, Plaintiff has sustained injury to her health, strength and activity, all of
28 which injuries have caused, and continue to cause, Plaintiff great mental, physical and

1 nervous pain and suffering. Plaintiff will seek leave of Court to amend this complaint
2 to set forth the full amount of damage sustained as a result thereof when ascertained.

3 94. As a further proximate result of the misrepresentations made by
4 Defendants, Plaintiff has sustained, and will continue to sustain, disabling, serious and
5 permanent physical and emotional injuries, all to Plaintiff's general damage in an
6 amount presently unascertainable. Plaintiff will seek leave of Court to amend this
7 complaint to set forth the full amount of damage sustained as a result thereof when
8 ascertained.

9 95. As a further proximate result of the misrepresentations made by
10 Defendants, Plaintiff has incurred medical, hospital, psychological and related
11 expenses in a sum presently unascertainable. Plaintiff will seek leave of Court to
12 amend this complaint to set forth the full amount of damage sustained as a result
13 thereof when ascertained.

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

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

24 **EIGHTH CAUSE OF ACTION**

25 **(For Unprofessional Conduct pursuant to *Business & Professions***

26 **Code §1680(e) Against Defendants PANA, SCMCNM**

27 **and Does 11 through 15, Inclusive)**

28 98. Plaintiff realleges and incorporates herein by reference all of the allegations

1 set forth in paragraphs 1 through 18 as though fully set forth herein.

2 99. At all times herein mentioned, Defendant PANA was a dentist licensed by
3 the State of California bearing license #41661.

4 100. During the period in which Plaintiff was a dental patient of Defendant PANA
5 from December 27, 2007 through September 8, 2008, PANA attempted to initiate a
6 romantic relationship with Plaintiff, including but not limited to, requesting that she
7 spend a weekend with him in the Napa Valley in the summer of 2008, which invitation
8 Plaintiff refused.

9 101. Pursuant to *Business & Professions Code* §1680(e), unprofessional
10 conduct is defined as “The committing of any act or acts of sexual abuse, misconduct,
11 or relations with a patient that are substantially related to the practice of dentistry”.

12 102. Defendant PANA’s attempts to initiate a romantic relationship with Plaintiff
13 while she was his dental patient and his conduct in administering neural therapy
14 injections into an intimate portion of Plaintiff’s anatomy is unprofessional conduct as
15 defined by *Business & Professions Code* §1680(e).

16 103. As a proximate result of the wrongful conduct of Defendants, and each of
17 them, Plaintiff has been subjected to romantic overtures by Defendant PANA which
18 were in violation of PANA’s responsibilities as a dentist and represented
19 unprofessional conduct pursuant to *Business & Professions Code* §1680(e).

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

25 105. As a further proximate result of the wrongful conduct of Defendants,
26 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent
27 physical and emotional injuries, all to Plaintiff’s general damage in an amount presently
28 unascertainable. Plaintiff will seek leave of Court to amend this complaint to set forth

1 the full amount of damage sustained as a result thereof when ascertained.

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

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

11 97. As a further proximate result of the wrongful conduct of Defendants, Plaintiff
12 will in the future sustain loss of earnings and loss of earning capacity, the exact nature
13 and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave of Court
14 to amend this Complaint to set forth the full amount of damage when ascertained.

15 WHEREFORE, Plaintiff CHELSEA BIBB prays for judgment against Defendants,
16 and each of them, as follows:

17 FOR THE FIRST CAUSE OF ACTION AGAINST DEFENDANTS SCMCNM
18 AND CONNEALY:

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

26 FOR THE SECOND THROUGH EIGHTH CAUSES OF ACTION AGAINST
27 DEFENDANTS PANA AND SCMCNM:

- 28 1. For general damages according to proof;

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

Dated: _____

LAW OFFICES OF DAVID J. WILZIG

DAVID J. WILZIG
Attorney for Plaintiff