

11  
356

1 **DAVID J. WILZIG (CSBN 56232)**  
2 **LAW OFFICES OF DAVID J. WILZIG**  
3 A Professional Corporation  
4 1801 Century Park East, Suite 2200  
5 Los Angeles, California 90067  
6 Tel. (310) 286-1188 Fax (310) 286-2711

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

NOV 24 2009

ALAN CARLSON, Clerk of the Court  
*S. Herrera-Wilson*  
BY S. HERRERA-WILSON

5 Attorney for Plaintiffs  
6 ARDIS MOHRSCHLADT and  
7 HENRY MOHRSCHLADT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ORANGE

11 ARDIS MOHRSCHLADT and  
12 HENRY MOHRSCHLADT,

Case No. 30-2009  
00323131

13 Plaintiffs,

**COMPLAINT FOR DAMAGES:**

14 vs.

- 1. Negligent Hiring/Retention
- 2. Medical Malpractice
- 3. Lack of Informed Consent
- 4. Intentional Misrepresentation
- 5. Negligent Misrepresentation
- 6. Intentional Misrepresentation
- 7. Negligent Misrepresentation
- 8. Negligence
- 9. Intentional Misrepresentation
- 10. Conspiracy to Commit Fraud
- 11. Dental Negligence
- 12. Lack of Informed Consent
- 13. Battery
- 14. Sexual Battery
- 15. Intentional Misrepresentation
- 16. Negligent Misrepresentation
- 17. Loss of Consortium

15 ALIREZA PANAHOUPUR, D.D.S.;  
16 SOUTH COAST MEDICAL CENTER  
17 FOR NEW MEDICINE, INC., aka  
18 CENTER FOR NEW MEDICINE,  
19 LEIGH ERIN CONNEALY, M.D.,  
20 STEPHANIE MASON, M.D.,  
21 ANGELA MILLER, M.D.,  
22 DOCTOR'S DATA, INC.,  
23 and DOES 1 through 50, inclusive,

20 Defendants.

JUDGE JAMOA A. MOBERLY  
DEPT. C12

24 COME NOW Plaintiffs ARDIS MOHRSCHLADT and HENRY MOHRSCHLADT  
25 and alleges as follows:

26 **PARTIES**

27 1. Defendant ALIREZA PANAHOUPUR, D.D.S. (hereinafter referred to as  
28 "PANA") is, and at all times herein mentioned was, a dentist licensed to practice

1 dentistry by the State of California, holding license #41661, with his principal place of  
2 business at 6 Hughes Avenue, Suite 100, Irvine, California 92618 and, at all times  
3 herein mentioned, was practicing biological dentistry as an independent contractor  
4 retained by the SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE, INC., aka  
5 CENTER FOR NEW MEDICINE. During the time of Plaintiff's dental treatment, and  
6 unbeknownst to her, Defendant PANA was on probation with the DENTAL BOARD OF  
7 CALIFORNIA pursuant to a Stipulated Settlement and Disciplinary Order, the content  
8 of which is described herein, a copy of which is attached hereto as Exhibit "1" and  
9 incorporated herein by reference.

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

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

20 4. Defendant STEPHANIE MASON, M.D. (hereinafter referred to as "MASON")  
21 is, and at all times herein mentioned was, a physician licensed to practice medicine by  
22 the State of California, holding license #C50234, with her principal place of business  
23 located at 6 Hughes Avenue, Suite 100, Irvine, California 92618.

24 5. Defendant ANGELA MILLER, M.D. (hereinafter referred to as "MILLER") is,  
25 and at all times herein mentioned was, a physician licensed to practice medicine by the  
26 State of California, holding license #A72109, with her principal place of business, at all  
27 times relevant herein, on the premises of SCMCNM in its Tustin and Irvine, California  
28 locations.

1           6. Defendant DOCTOR'S DATA, INC. (hereinafter "DOCTOR'S DATA"), an  
2 Illinois corporation, is, and at all times herein mentioned was, a clinical laboratory and/or  
3 medical testing facility which conducted business with California health care providers,  
4 including co-Defendants, by performing laboratory analyses on human tissues of  
5 California patients, including Plaintiff, and providing reports of its findings directly to said  
6 California healthcare practitioners, thereby manifesting sufficient contact with the State  
7 of California to establish jurisdiction.

8           7. Plaintiff is informed and believes and thereon alleges that, at all times herein  
9 mentioned, Defendant PANA was the agent of Defendants SCMCNM and CONNEALY  
10 and, in doing the acts hereinafter described, was acting in the course and within the  
11 scope of his authority as agent and in the transaction of the business of said agency.  
12 Defendants SCMCNM and CONNEALY are, therefore, liable to Plaintiff for the acts of  
13 Defendant PANA hereinafter alleged under the doctrine of respondeat superior.

14           8. Plaintiff is informed and believes and thereon alleges that, at all times herein  
15 mentioned, Defendants MILLER and MASON were employees and/or agents of  
16 Defendants SCMCNM and CONNEALY and, in doing the acts hereinafter described,  
17 were acting in the course and within the scope of their authority as agents and/or  
18 employees and in the transaction of the business of said employment or agency.  
19 Defendants SCMCNM and CONNEALY are, therefore, liable to Plaintiff for the acts of  
20 Defendants MILLER and MASON hereinafter alleged under the doctrine of respondeat  
21 superior.

22           9. 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 ratified  
28 the acts of the remaining defendants.



1 even though ARDIS had not experienced any symptoms associated with heavy metal  
2 toxicity.

3 14. On or about August 5, 2005, Defendant MILLER convinced ARDIS that her  
4 ongoing physical complaints of fatigue, stress, difficulty sleeping, headaches, sore  
5 throat, stiff neck, shoulder pain and general malaise were a result of continued heavy  
6 metal toxicity which the removal of ARDIS's amalgam fillings did not abate. To confirm  
7 Defendant MILLER's diagnosis, Defendant MASON ordered the collection of a urine  
8 specimen from ARDIS which was accomplished after the administration of a provoking  
9 agent, a compound administered which attaches to lead, cadmium, mercury and other  
10 molecules in the blood forcing them to be excreted in a patient's urine.

11 15. On or about August 10, 2005, ARDIS's urine specimen was sent to  
12 Defendant DOCTOR'S DATA which performed a "urine toxic metals" test and  
13 determined in its August 12, 2005 report that ARDIS' level of cadmium was "very  
14 elevated" and her levels of lead and nickel were "elevated". The report generated by  
15 Defendant DOCTOR'S DATA opined that "no safe reference levels for toxic metals had  
16 been established".

17 16. The results of the DOCTOR'S DATA report and other testing and  
18 examination undertaken at SCMCNM allegedly confirmed the diagnosis of SCMCNM  
19 doctors that ARDIS' continuing physical complaints resulted from heavy metal  
20 poisoning.

21 17. On or about November 15, 2006, Defendant MASON commenced chelation  
22 therapy. At Defendant MASON's direction and under her supervision, chelation therapy  
23 was performed on ARDIS by SCMCNM medical staff using EDTA as the chelating  
24 agent on November 30<sup>th</sup>, December 6<sup>th</sup>, and December 12, 2006, January 16<sup>th</sup>, May 4<sup>th</sup>,  
25 June 13<sup>th</sup>, and December 10, 2007, December 2, 2008 and January 22<sup>nd</sup>, January 23<sup>rd</sup>,  
26 January 26<sup>th</sup>, and January 28, 2009.

27 18. During that time frame, and on or about December 7, 2007, October 24<sup>th</sup> and  
28 December 2, 2008, urine specimens were collected from ARDIS after the administration

1 of a provoking agent and the specimens sent to Defendant DOCTOR'S DATA for  
2 analysis.

3 19. On or about December 18, 2007, October 30, 2008 and December 6, 2008,  
4 Defendant DOCTOR'S DATA completed its analyses and generated reports which  
5 determined that ARDIS had "elevated" and "very elevated" levels of several toxic  
6 metals, including cadmium and lead.

7 20. The findings of Defendant DOCTOR'S DATA's reports and the independent  
8 medical analyses and diagnoses of Defendants SCMCNM, MILLER and MASON  
9 induced said Defendants to continue performing chelation therapy on ARDIS as  
10 described herein.

11 21. On or about November 20, 2007, and based upon e-mails, brochures and  
12 flyers distributed by Defendants CONNEALY and SCMCNM, ARDIS consulted with  
13 Defendant PANA for treatment of her complaints of jaw pain which Defendant PANA  
14 assured ARDIS he could correct.

15 22. At the time of ARDIS' initial examination on November 20, 2007, Defendant  
16 PANA performed a dental examination, took a series of intraoral x-rays, cleaned ARDIS'  
17 teeth, undertook an occlusion analysis and made diagnostic casts for crown  
18 replacement. Defendant PANA confirmed the diagnosis of heavy metal poisoning and  
19 represented to ARDIS that the mercury allegedly found in her system was toxic and  
20 detrimental to her health.

21 23. At her initial consultation on November 20, 2007, Defendant PANA further  
22 represented to ARDIS that her amalgam fillings had been replaced with a sub-par  
23 substance and that all 19 fillings had to be taken out and replaced again with a resin-  
24 based composite of alleged higher quality. Based on Defendant PANA's advisement  
25 and recommendation, ARDIS agreed to have the 19 "plastic" fillings removed and  
26 replaced with resin-based composite fillings.

27 24. Further at her initial consultation on November 20, 2007, Defendant PANA  
28 represented to ARDIS that all of her crowns required removal and replacement, an

1 opinion later corroborated by Defendant MASON based on the results of continuing  
2 heavy metal toxicity which had not been abated by the chelation therapy performed by  
3 Defendant MASON. Based on the advisement of Defendants PANA and MASON,  
4 ARDIS agreed to have the recommended crown work performed.

5 25. On or about December 17, 2007, in preparation for crown replacement on  
6 teeth #'s 2 and 3, Defendant PANA removed ARDIS' crowns and performed preparatory  
7 work for new porcelain/ceramic crowns, as well as instructing ARDIS regarding mercury  
8 detoxification prevention based on PANA's consultation with Defendants CONNEALY,  
9 and MASON and his review of Defendant DOCTOR'S DATA's reports.

10 26. On or about December 28, 2007, Defendant PANA, with the assistance of  
11 a staff member, conducted ART (autonomic response testing), wherein he placed a vial  
12 of plastic material on ARDIS' breastbone and while touching ARDIS' body below the  
13 jawline, had his assistant pull on his fingers to determine whether the material which  
14 comprised ARDIS' fillings was detrimental to her system. By using this testing method,  
15 Defendant PANA diagnosed that the composite material in all of ARDIS' fillings was  
16 toxic and recommended that all of ARDIS' fillings be replaced with resin-based  
17 composite fillings. Upon Defendant PANA's recommendation and advisement, the  
18 fillings in ARDIS' teeth #'s 11, 12 and 13 were replaced with resin-based composite  
19 fillings and, further upon PANA's recommendation and advisement, a permanent crown  
20 on ARDIS' tooth #14 was removed and the site prepared for the placement of a  
21 porcelain/ceramic crown.

22 27. On or about January 15, 2008, Defendant PANA performed occlusal  
23 adjustments on ARDIS' temporary crowns, as well as performing an adjustment to the  
24 orthodic appliance which had been delivered to ARDIS on January 8<sup>th</sup> for treatment of  
25 ARDIS' TMJ complaints as diagnosed by Defendant PANA. At the same appointment,  
26 Defendant PANA removed the fillings on ARDIS' teeth #'s 5 and 20 and replaced them  
27 with resin-based composite fillings and removed existing crowns on ARDIS' teeth #'s  
28 2 and 3.

1           28. On or about January 24, 2008, Defendant PANA placed permanent crowns  
2 and onlays on teeth #'s 14 and 15, however, the permanent crown on tooth #14 was ill-  
3 fitting and caused ARDIS intense pain so it was immediately removed and replaced with  
4 another temporary crown.

5           29. On several occasions in March and April 2008, Defendant PANA made  
6 occlusal adjustments to ARDIS' temporary crowns, to her permanent crowns and her  
7 orthodic appliance so as to "equilize" (sic) ARDIS' bite. Rather than equalizing her bite,  
8 PANA's drilling completely flattened ARDIS' permanent crowns and destroyed her bite.

9           30. On or about April 7, 2008, Defendant PANA removed the temporary crown  
10 which had been placed on ARDIS' tooth #14 and replaced it with a re-designed  
11 permanent crown. At the same appointment, Defendant PANA adjusted ARDIS' bite.

12           31. On or about April 10, 2008, Defendant PANA again conducted ART  
13 (autonomic response testing), on this occasion placing different supplements on ARDIS'  
14 chest to determine which supplements to prescribe to ARDIS and determining, by this  
15 testing and the strength of the finger pulls of his assistant, the most effective  
16 supplements for treatment of ARDIS' complaints which he recommended to ARDIS and  
17 which, upon Defendant PANA's recommendations, ARDIS purchased.

18           32. On or about April 15, 2008, Defendant PANA removed the gold crown on  
19 ARDIS' tooth #19 which had long been in place and replaced it with a temporary crown.

20           33. On or about May 20, 2008, Defendant PANA removed the temporary crown  
21 on ARDIS' #19 and replaced it with a permanent porcelain/ceramic crown.

22           34. From April through October 2008, ARDIS treated with Defendant PANA on  
23 a weekly basis, at which appointments Defendant PANA made occlusal adjustments to  
24 ARDIS' remaining temporary crowns, permanent crowns and permanent onlays.

25           35. At the majority of ARDIS' multiple appointments with Defendant PANA  
26 between April and October 2008, including but not limited to October 29<sup>th</sup>, Defendant  
27 PANA represented to ARDIS that the presence of scars on ARDIS' body prevented her  
28 from healing, a condition which could only be alleviated if the scars were treated with

1 neural therapy. On those occasions, Defendant PANA performed neural therapy by  
2 administering injections with a foreign substance, possibly procaine, to ARDIS' jaw area  
3 surrounding teeth #'s 30 and 31, the "OHIC" area, a scar in the lymph area on the  
4 underside of ARDIS' chin, a scar on her right knee, and/or a scar on one of her toes.

5 36. In or about the late summer of 2008, Defendant PANA purported to render  
6 psychological counseling to ARDIS, taking her hands while administering neural therapy  
7 to her right knee and advising her of what to say to her husband in order for him to take  
8 responsibility for his own medical condition and, by so doing, alleviate the stress on  
9 ARDIS that Defendant PANA stated was causing some of her complaints of severe pain  
10 and discomfort in her mouth, teeth and jaw.

11 37. Further, in or about the summer of 2008, Defendant PANA offered to give  
12 ARDIS "a really good foot massage" in order to alleviate the stress and pain she was  
13 experiencing in her jaw, neck and head.

14 38. From November 2008 through January 2009, Defendant PANA removed all  
15 permanent crowns and onlays from ARDIS' teeth #'s 17, 18, 19, 20, 21 (all lower left  
16 back teeth) and teeth #'s 28, 29, 30, 31 and 32 (all lower right back teeth), drilled the  
17 teeth down and replaced them with temporary crowns which Defendant PANA promised  
18 would permanently align her teeth and correct her bite forever, but which were poorly  
19 designed and so ill-fitting that ARDIS could not wear her orthodic appliance, thereby  
20 causing her to suffer escalated muscle spasms, pain and tension.

21 39. On or about January 2009, after Defendant PANA had made multiple  
22 occlusal adjustments to the ten teeth on which he had placed temporary crowns, PANA  
23 placed two zirconium crowns covering five teeth each which did not fit on either side of  
24 ARDIS' mouth and which required reconfiguration. In the interim before the permanent  
25 crowns were delivered, Defendant PANA drilled large holes between the replaced  
26 temporary crowns to allegedly prevent infection and decay.

27 40. At multiple appointments during ARDIS' dental treatment with Defendant  
28 PANA when a painkiller, possibly novacain, was to be administered during a dental

1 procedure, Defendant PANA, with the assistance of a staff member, utilized ART by  
2 placing novacain on ARDIS' chest and relying upon finger strength between himself and  
3 his assistant to determine how much painkiller to administer to Plaintiff.

4 41. In or about March 30, 2009, ARDIS sought a second opinion of her dental  
5 condition due to her ongoing and unresolved complaints and continuing intense pain  
6 and discomfort. ARDIS was advised that she would require extensive remedial dental  
7 work, including but not limited to the replacement of all defective temporary and  
8 permanent crowns and permanent onlays and potential root canal treatment, due to the  
9 sub-standard dental treatment performed by Defendant PANA, including but not limited  
10 to, improper occlusal adjustments (resulting in a flattening of ARDIS' teeth), infection  
11 caused by improper build-up beneath ARDIS' crowns and onlays and the improper  
12 design and placement of ill-fitting crowns and onlays.

13 42. As of November 2009, ARDIS' residual complaints as a result of the dental  
14 treatment performed by Defendants PANA and SCMCNM had not resolved and Plaintiff  
15 continues to suffer from intense mouth, teeth and jaw pain, hot and cold sensitivity,  
16 sleep interruption due to pain and biting inside of her mouth, improper jaw alignment  
17 and infection.

18 43. On or about May 5, 2008, Plaintiff HENRY MOHRSCHLADT (hereinafter  
19 referred to as "HENRY"), then a survivor of prostate cancer, initially sought treatment  
20 with SCMCNM for the advertised health benefits of SCMCNM's medical practice. From  
21 May 5, 2008 through May 6, 2009, and specifically after HENRY's diagnosis of non-  
22 Hodgkin's lymphoma in August of 2008, Defendants CONNEALY and MASON worked  
23 together in recommending and treating HENRY with nutritional counseling and  
24 detoxification in order to rid his body of alleged poisons.

25 44. On or about May 5, 2008 and on or about June 6, 2008, Defendant MASON  
26 performed comprehensive examinations of HENRY and discussed with him her  
27 concerns about high levels of mercury toxicity.

28 45. On or about June 10, 2008, Defendant MASON ordered a CV profile for

1 episodes of high blood pressure HENRY had experienced in April of 2008.

2 46. On or about June 24, 2008, Defendant CONNEALY performed yet another  
3 comprehensive examination in conjunction with her nutritional counseling to determine  
4 which supplements should be sold to HENRY and also performed a LSA organ test to  
5 test for heavy metal toxicity.

6 47. As a result of the several comprehensive examinations performed by  
7 Defendants MASON AND CONNEALY in May and June of 2008, Defendants  
8 recommended to and advised HENRY that his medical condition would be enhanced  
9 by IV immune support therapy. Based on Defendants' recommendations, HENRY  
10 agreed to such a treatment regime and underwent IV immune therapy on October 20<sup>th</sup>,  
11 October 27<sup>th</sup>, December 9, 2008 and January 2, 2009.

12 48. On or about July 9<sup>th</sup>, August 21<sup>st</sup>, August 26, August 31<sup>st</sup>, October 1<sup>st</sup>, and  
13 December 10, 2008, Defendant CONNEALY provided HENRY with nutritional  
14 counseling recommended to improve his medical condition. At each of HENRY's  
15 nutritional counseling sessions, he was persuaded to, and did, purchase multiple  
16 supplements to ostensibly improve his health.

17 49. During the term of HENRY's treatment with Defendants CONNEALY,  
18 MASON and SCMCNM, Defendants performed numerous expensive diagnostic tests,  
19 including a LSA organ test (June 24, 2008), CBC/lymph plan (July 14, 2008), parasite  
20 testing (May 6, 2009) and, on two separate occasions (August 5<sup>th</sup> and October 20,  
21 2008), an MSA analysis.

22 50. Based on HENRY's prior medical history and their analyses of HENRY's  
23 condition, Defendants CONNEALY and MASON made a diagnosis of mercury toxicity  
24 and recommended chelation therapy. Based on Defendants' advisements as to the  
25 high levels of mercury in his body, HENRY agreed to chelation therapy and at  
26 Defendant MASON's direction and under her supervision, chelation therapy was  
27 performed on HENRY by SCMCNM medical staff using EDTA as the chelating agent  
28 on January 23, 2009 and February 2, 2009.

1           51. During the term of HENRY's treatment by Defendants CONNEALY and  
2 MASON, Defendant CONNEALY performed intermittent examinations and provided  
3 comprehensive services to HENRY on October 7, 2008, December 11, 2008, March 3,  
4 2009, March 27, 2009 and April 6, 2009.

5           52. On or about May 5, 2008, the day HENRY initially sought treatment at  
6 SCMCNM, he was referred to and examined by Defendant PANA in SCMCNM's dental  
7 division, at which time, PANA not only performed a comprehensive oral examination,  
8 but took a series of intraoral x-rays. At the time of HENRY's initial consultation with  
9 Defendant PANA, he had no complaints of mouth or jaw pain and his only dental  
10 complaint was nocturnal teeth grinding.

11           53. On or about May 14, 2008, Defendant PANA took further x-rays and  
12 discussed with HENRY the necessity for crowns on several of his teeth due to the fact  
13 that areas of prior teeth extractions and root canal treatment were decayed and  
14 infected.

15           54. On or about May 20, 2008, Defendant PANA recommended the removal of  
16 HENRY's amalgam fillings due to mercury poisoning and their replacement with resin-  
17 based composite fillings.

18           55. On or about May 28, 2008, in anticipation of crown replacement on teeth #'s  
19 12 and 18, Defendant PANA performed preparatory work for new porcelain/ceramic  
20 crowns and placed temporary crowns.

21           56. On or about May 29, 2008, Defendant PANA prepared the site of tooth #13  
22 for the placement of a permanent porcelain/ceramic crown and placed a  
23 porcelain/ceramic onlay on tooth #15.

24           57. On or about June 11, 2008, Defendant PANA performed preparatory work and  
25 placed a temporary crown on tooth #5. At the same appointment, PANA advised  
26 HENRY that the previously performed root canal treatment on tooth #4 was defective,  
27 that the area surrounding tooth #4 was infected and recommended the extraction of  
28 tooth #4. Upon Defendant PANA's recommendation and advisement, dental surgery

1 was performed to extract tooth #4.

2 58. On or about June 13, 2008, Defendant PANA re-cemented the temporary  
3 crown on HENRY's tooth #18 which had become loose and again, on or about June 16,  
4 2008, re-cemented the temporary crown on tooth #18 due to its unstable nature even  
5 though it had been re-cemented once.

6 59. On or about June 18, 2008, HENRY's sutures from the dental surgery on  
7 tooth #4 were removed by PANA.

8 60. On or about June 23, 2008, Defendant PANA placed the permanent onlay  
9 on tooth #18.

10 61. On or about July 21, 2008, Defendant PANA cleaned HENRY's teeth, placed  
11 a temporary bridge over extracted tooth #4 and placed permanent crowns on teeth #3  
12 and #5.

13 62. On or about August 5, 2008, Defendant PANA's dental records reflect that  
14 he removed amalgam fillings from HENRY's teeth #'s 29 and 30 and replaced them with  
15 resin-based composite fillings. PANA's dental records further reflect that he removed  
16 permanent crowns he diagnosed as defective from teeth #'s 29 and 31 and performed  
17 preparatory work and placed temporary crowns on teeth #'s 29, 30 and 31. PANA's  
18 records reflect that he performed and billed for dental work on tooth #29 – fillings and  
19 crown work – which would be physically impossible to have accomplished on that same  
20 date.

21 63. On or about August 26, 2008, Defendant PANA delivered a modified bridge  
22 necessitated by the improper fit of a prior initial bridge placed over extracted tooth #4  
23 site.

24 64. On or about November 24, 2008, Defendant PANA removed the temporary  
25 crowns on teeth #'s 30 and 31 and replaced them with permanent crowns. Tooth #29  
26 required a new impression for a permanent crown necessitated by the fact that the  
27 temporary crown did not fit.

28 65. On or about January 12, 2009, Defendant PANA delivered and placed a

1 permanent crown on tooth #29.

2 66. On or about January 23, 2009, Defendant PANA examined HENRY as the  
3 permanent crown on tooth #31 had broken and required new impressions which PANA  
4 undertook on January 28, 2009.

5 67. By April 2009, all of the permanent and/or temporary crowns which  
6 Defendant PANA had fitted and placed on HENRY as described herein had either  
7 broken or were so ill-fitting as to cause HENRY (who had initially consulted Defendant  
8 PANA only for a general examination with no mouth or jaw complaints), mouth, teeth  
9 and jaw pain, necessitating future reconstructive work including but not limited to, the  
10 replacement of the bridge over extracted tooth #4 and the replacement of all defective  
11 temporary and permanent crowns placed by Defendant PANA and potential root canal  
12 treatment precipitated by infection and improper placement of crowns.

13 68. On or about October 21, 2009, and pursuant to *California Code of Civil*  
14 *Procedure*, Section 364, Plaintiffs ARDIS MOHRSCHLADT and HENRY  
15 MOHRSCHLADT caused Notice of Intent to Sue letters to be mailed by certified mail  
16 to Defendants CONNEALY, MASON, and SCMCNW at their principal place of business  
17 located at 6 Hughes Avenue, Suite 100, Irvin, California 92618. True and correct copies  
18 of said letters are collectively attached hereto as Exhibit "2" and incorporated herein by  
19 reference.

20 69. On or about November 2, 2009, and pursuant to *California Code of Civil*  
21 *Procedure*, Section 364, Plaintiffs ARDIS MOHRSCHLADT and HENRY  
22 MOHRSCHLADT caused Notice of Intent to Sue letters to be mailed by certified mail  
23 to Defendant PANA at 9412 City Lights Drive, Aliso Viejo, California 92656. True and  
24 correct copies of said letters are collectively attached hereto as Exhibit "3" and  
25 incorporated herein by reference.

26 70. On or about October 21, 2009, and pursuant to *California Code of Civil*  
27 *Procedure*, Section 364, ARDIS caused Notice of Intent to Sue letters to be mailed by  
28 certified mail to Defendant DOCTOR'S DATA at its principal place of business located

1 at 3755 Illinois Avenue, St. Charles, Illinois 60174. A true and correct copy of said letter  
2 is attached hereto as Exhibit "4" and incorporated herein by reference.

3 71. On or about October 21, 2009, and pursuant to *California Code of Civil*  
4 *Procedure*, Section 364, ARDIS caused Notice of Intent to Sue letters to be mailed by  
5 certified mail to Defendant MILLER at her principal place of business located at 1525  
6 Silver Avenue, San Francisco, California 94132. A true and correct copy of said letter  
7 is attached hereto as Exhibit "5" and incorporated herein by reference.

8 **FIRST CAUSE OF ACTION**

9 **(For Negligent Hiring/Retention By Plaintiffs ARDIS and HENRY**

10 **MOHRSCHLADT Against Defendants**

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

12 72. Plaintiffs reallege and incorporate herein by reference all of the allegations  
13 set forth in paragraphs 1 through 71 as though fully set forth herein.

14 73. On or about March 18, 2005, the DENTAL BOARD OF CALIFORNIA brought  
15 an ACCUSATION against Defendant PANA, under various and assumed names, for  
16 several acts of misconduct in the performance of professional dental services, including  
17 incompetence, gross negligence, repeated acts of negligence, false, fraudulent and  
18 misleading statements, obtaining fees by misrepresentation and unprofessional  
19 conduct.

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

26 75. Pursuant to the Decision and Order of the DENTAL BOARD OF  
27 CALIFORNIA dated February 22, 2007, Defendant PANA was placed on probation,  
28 effective March 22, 2007 through March 22, 2009.

1           76. At all times herein mentioned, Defendants SCMCNM and CONNEALY had  
2 a duty to the patients of SCMCNM, including Plaintiffs, to hire and retain competent,  
3 experienced and qualified professional staff, including the dentists who worked under  
4 the auspices of SCMCNM.

5           77. Plaintiffs are informed and believe and thereon allege that Defendants  
6 SCMCNM and CONNEALY knew, or in the exercise of reasonable diligence, including  
7 but not limited to investigation of Defendant PANA's licensure status, should have  
8 known that PANA was unfit and incompetent to perform the duties for which he was  
9 hired and/or retained, namely professional dental services, and that an undue risk to  
10 patients, including Plaintiffs, would exist as a result of PANA's hiring and/or retention.

11           78. Plaintiffs are informed and believe and thereon allege that Defendants  
12 SCMCNM and CONNEALY knew, or in the exercise of reasonable diligence, including  
13 investigation into PANA's prior litigation history, should have known that, in multiple  
14 lawsuits, allegations of Medicare fraud, sexual battery in touching intimate parts of  
15 female patients' bodies and other acts of unprofessional conduct had been made  
16 against PANA to some of which PANA had asserted his 5<sup>th</sup> Amendment right against  
17 self-incrimination and, based thereon, PANA was unfit and incompetent to perform the  
18 duties for which he was hired and/or retained, namely professional dental services, and  
19 that an undue risk to patients, including Plaintiffs, would exist as a result of PANA's  
20 hiring and/or retention.

21           79. Despite this advance knowledge, Defendants SCMCNM and CONNEALY  
22 breached their duty of care to the patients of SCMCNM, including Plaintiffs, by retaining  
23 Defendant PANA as an independent contractor performing professional dental services,  
24 as such retention was in conscious disregard of the rights and safety of SCMCNM's  
25 patients, including Plaintiffs, as PANA had been disciplined and placed on probation by  
26 the DENTAL BOARD OF CALIFORNIA for gross incompetence and repeated acts of  
27 negligence in the performance of professional dental services.

28           80. During his probationary period, the California Dental Board made quarterly

1 investigative visits to Defendant SCMCNM's Irvine offices to report on Defendant  
2 PANA's dental practice. Despite knowledge of the California Dental Board's continuing  
3 monitoring of Defendant PANA, Defendants SCMCNM and CONNEALY breached their  
4 duty of care to patients of SCMCNM, including Plaintiffs, by continuing to retain PANA  
5 as an independent contractor performing dental services and further failing to advise  
6 patients of PANA that he was serving a probation imposed by the California Dental  
7 Board for gross incompetence and repeated acts of negligence in the performance of  
8 professional dental services.

9       81. As a proximate result of the wrongful conduct of Defendants SCMCNM and  
10 CONNEALY, Plaintiffs were induced to undergo unwarranted and unnecessary dental  
11 treatment.

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

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

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



1 of ARDIS' treatment in her capacity as medical director of SCMCNM.

2 90. On or about November 2003, and continuing thereafter through February 2,  
3 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 ARDIS by incompetently and negligently:

- 6 • Diagnosing ARDIS as suffering from heavy metal poisoning,
- 7 • Recommending urine toxic metal testing to ARDIS to be accomplished by co-  
8 Defendant DOCTOR'S DATA as necessary to confirm their diagnosis of heavy  
9 metal poisoning, although DOCTOR'S DATA compared Defendants' patients'  
10 specimens to a reference range which represented a healthy population under  
11 non-provoked conditions,
- 12 • Collecting urine specimens from ARDIS after administering a provoking agent,
- 13 • Relying upon testing results which they knew reflected artificially elevated heavy  
14 metal levels in ARDIS' urine,
- 15 • Relying upon testing results which they knew were not the proper or prudent  
16 standard for diagnosing lead or other metal poisoning, and
- 17 • Performing chelation therapy which was medically unnecessary and unjustified  
18 as ARDIS did not suffer from heavy metal poisoning.

19 91. On or about May 5, 2008, and continuing thereafter through in or about May  
20 6, 2009, Defendants, jointly and individually, negligently failed to exercise the proper  
21 degree of knowledge, skill and competence in examining, diagnosing, treating and  
22 caring for HENRY by incompetently and negligently:

- 23 • Diagnosing HENRY as suffering from mercury toxicity without reliable diagnostic  
24 testing;
- 25 • Performing chelation therapy which was medically unnecessary and unjustified  
26 as HENRY did not suffer from mercury poisoning;
- 27 • Recommending and treating HENRY's lymphoma with Vitamin C drips (IV  
28 immune support therapy); and

1 • Recommending nutritional counseling to treat HENRY's serious medical  
2 conditions.

3 92. As a proximate result of the negligence of Defendants, and each of them,  
4 Plaintiffs suffered serious bodily injury as a result of the administration of unnecessary,  
5 medically unwarranted and harmful chelation therapy treatments.

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

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

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

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

25 **THIRD CAUSE OF ACTION**

26 **(For Lack of Informed Consent by Plaintiffs ARDIS and HENRY**

27 **MOHRSCHLADT Against Defendants SCMCNM,**

28 **CONNEALY, MILLER, MASON, and Does 6 through 10, inclusive)**

1           97. Plaintiffs reallege and incorporate herein by reference all of the allegations  
2 set forth in paragraphs 1 through 71 as though fully set forth herein.

3           98. Pursuant to ARDIS' retention of Defendants MILLER, MASON, SCMCNM  
4 and Does 6 through 10, inclusive, and HENRY's retention of Defendants CONNEALY,  
5 MASON, SCMCNM and Does 6 through 10, inclusive, to diagnose and treat their  
6 medical complaints, said Defendants rendered professional medical services in the  
7 diagnosis, treatment and care of Plaintiffs.

8           99. On or about November 2003, and continuing thereafter through February 2,  
9 2009, in purported treatment of ARDIS ongoing complaints, Defendants MILLER,  
10 MASON and SCMCNM, at varying times, jointly and individually, negligently failed to  
11 disclose to ARDIS the inherent and substantial risks involved in the administration of  
12 chelation therapy treatments, including but not limited to, infection, renal failure and  
13 blood diseases and negligently failed to obtain ARDIS' informed consent for chelation  
14 therapy on the dates identified herein in light of the undisclosed risks.

15           100. On or about November 2003 through February 2, 2009, Defendant  
16 CONNEALY consulted on, collaborated on and concurred with the treatment plan  
17 devised by Defendants MILLER and MASON, authorizing all phases of ARDIS'  
18 treatment in her capacity as medical director of SCMCNM and meeting with ARDIS on  
19 various occasions to discuss her treatment.

20           101. On or about May 5, 2008, and continuing thereafter through May 6, 2009,  
21 in purported treatment of HENRY's ongoing complaints, Defendants CONNEALY,  
22 MASON and SCMCNM, jointly and individually, negligently failed to disclose to HENRY  
23 the inherent and substantial risks involved in the administration of chelation therapy  
24 treatments, including but not limited to, infection, renal failure and blood diseases and  
25 negligently failed to obtain HENRY's informed consent for chelation therapy on the  
26 dates identified herein in light of the undisclosed risks.

27           102. If Plaintiffs had been adequately informed of the inherent and substantial  
28 risks associated with chelation therapy treatments, Plaintiffs would not have consented

1 to said treatments.

2 103. As a proximate result of the wrongful conduct of Defendants, and each of  
3 them, Plaintiffs suffered serious bodily injury as a result of the administration of  
4 unnecessary, medically unwarranted and harmful chelation therapy treatments.

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

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

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

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

24 **FOURTH CAUSE OF ACTION**

25 **(For Intentional Misrepresentation by Plaintiff ARDIS**

26 **MOHRSCHLADT Against Defendants SCMCNM,**

27 **CONNELY, MILLER, MASON, and Does 11 through 15, inclusive)**

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

1 set forth in paragraphs 1 through 71 as though fully set forth herein.

2 109. On or about June 13, 2003, November 15<sup>th</sup>, November 30<sup>th</sup>, December 6<sup>th</sup>  
3 and December 12, 2006, January 16<sup>th</sup>, May 4<sup>th</sup>, June 13<sup>th</sup>, and December 10, 2007,  
4 December 2, 2008, January 12<sup>th</sup>, January 22<sup>th</sup>, January 23<sup>rd</sup>, January 26<sup>th</sup>, January 28<sup>th</sup>  
5 and February 2, 2009, during ARDIS' medical treatment, Defendant SCMCNM, by and  
6 through its owner and medical director CONNEALY, and Defendants CONNEALY,  
7 MILLER and MASON falsely and fraudulently represented to ARDIS that:

8 a. ARDIS had heavy metal poisoning;

9 b. Chelation therapy treatments were necessary to treat heavy metal poisoning  
10 that was causing ARDIS' medical complaints;

11 c. Defendants' diagnosis of heavy metal poisoning relied upon proper and  
12 prudent standards for diagnosing metal poisoning.

13 110. The above representations made by Defendants SCMCNM, CONNEALY,  
14 MILLER and MASON were false. The true facts were that:

15 a. ARDIS did not suffer from heavy metal poisoning;

16 b. Chelation therapy treatments were not medically necessary nor justified to  
17 treat ARDIS' medical complaints;

18 c. Defendants' diagnosis of heavy metal poisoning relied upon provoked testing  
19 which created artificially elevated heavy metal levels and did not accurately reflect the  
20 level of metals in ARDIS' body.

21 111. ARDIS, at the time Defendants SCMCNM, CONNEALY, MILLER and  
22 MASON made these representations, was ignorant of the falsity of Defendants'  
23 representations and believed them to be true. In justifiable reliance on Defendants'  
24 representation, ARDIS was induced to undergo unnecessary and medically unjustified  
25 chelation therapy treatments which ARDIS would not have agreed to had she known  
26 the actual facts.

27 112. As a proximate result of the representations of Defendants, Plaintiff  
28 underwent unnecessary, harmful and expensive chelation therapy treatments.

1 113. As a further proximate result of the representations of Defendants, and each  
2 of them, Plaintiff has sustained injury to her health, strength and activity, all of which  
3 injuries have caused, and continue to cause, Plaintiff great mental, physical and  
4 nervous pain and suffering. 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.

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

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

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

20 **FIFTH CAUSE OF ACTION**

21 **(For Negligent Misrepresentation by Plaintiff ARDIS**

22 **MOHRSCHLADT Against Defendants SCMCNM,**

23 **CONNEALY, MILLER, MASON, and Does 11 through 15, inclusive)**

24 117. Plaintiff realleges and incorporates herein by reference all of the allegations  
25 set forth in paragraphs 1 through 71 as though fully set forth herein.

26 118. On or about June 13, 2003, November 15<sup>th</sup>, November 30<sup>th</sup>, December 6<sup>th</sup>  
27 and December 12, 2006, January 16<sup>th</sup>, May 4<sup>th</sup>, June 13<sup>th</sup>, and December 10, 2007,  
28 December 2, 2008, January 12<sup>th</sup>, January 22<sup>th</sup>, January 23<sup>rd</sup>, January 26<sup>th</sup>, January 28<sup>th</sup>

1 and February 2, 2009, during ARDIS' medical treatment, Defendant SCMCNM, by and  
2 through its owner and medical director CONNEALY, and Defendants CONNEALY,  
3 MILLER and MASON falsely and fraudulently represented to ARDIS that:

- 4 a. ARDIS had heavy metal poisoning;
- 5 b. Chelation therapy treatments were necessary to treat heavy metal poisoning  
6 that was causing ARDIS' medical complaints;
- 7 c. Defendants' diagnosis of heavy metal poisoning relied upon proper and  
8 prudent standards for diagnosing metal poisoning.

9 119. The above representations made by Defendants SCMCNM, CONNEALY,  
10 MILLER and MASON were false. The true facts were that:

- 11 a. ARDIS did not suffer from heavy metal poisoning;
- 12 b. Chelation therapy treatments were not medically necessary nor justified to  
13 treat Plaintiff's medical complaints;
- 14 c. Defendants' diagnosis of heavy metal poisoning relied upon provoked testing  
15 which created artificially elevated heavy metal levels and did not accurately reflect the  
16 level of metals in ARDIS' body.

17 120. When Defendants made these representations, they had no reasonable  
18 ground for believing them to be true and made such material misrepresentations with  
19 the intention of inducing Plaintiff to undergo unnecessary and medically unwarranted  
20 chelation therapy treatments, all to Plaintiff's detriment.

21 121. ARDIS, at the time Defendants made these representations, was ignorant  
22 of the falsity of Defendants' representations and believed them to be true. In justifiable  
23 reliance on these representations, ARDIS was induced to and underwent unwarranted,  
24 medically unjustified and harmful chelation therapy treatments, all of which ARDIS  
25 would not have agreed to had she known the actual facts.

26 122. As a proximate result of the representations of Defendants, Plaintiff  
27 underwent unnecessary, harmful and expensive chelation therapy treatments.

28 123. As a further proximate result of the representations of Defendants, and each

1 of 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.

5 124. As a further proximate result of the representations of Defendants, and each  
6 of 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.

10 125. As a further proximate result of the representations of Defendants, and each  
11 of 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.

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

19 **SIXTH CAUSE OF ACTION**

20 **(For Intentional Misrepresentation by Plaintiff HENRY**

21 **MOHRSCHLADT Against Defendants SCMCNM,**

22 **CONNELY, MASON, and Does 6 through 10, inclusive)**

23 127. Plaintiff realleges and incorporates herein by reference all of the allegations  
24 set forth in paragraphs 1 through 71 as though fully set forth herein.

25 128. On or about January 23, 2009 and February 2, 2009, during HENRY's  
26 medical treatment, Defendant SCMCNM, by and through its owner and medical director  
27 CONNEALY, and Defendants CONNEALY and MASON falsely and fraudulently  
28 represented to HENRY that:

- 1 a. HENRY had mercury toxicity;
- 2 b. Chelation therapy treatments were necessary to treat mercury poisoning which
- 3 negatively impacted HENRY who suffered from non-Hodgkin's lymphoma.

4 129. The above representations made by Defendants SCMCNM, CONNEALY

5 and MASON were false. The true facts were that:

- 6 a. HENRY did not suffer from mercury toxicity;
- 7 b. Chelation therapy treatments were not medically necessary nor justified to
- 8 treat HENRY's non-Hodgkin's lymphoma.

9 130. HENRY, at the time Defendants SCMCNM, CONNEALY and MASON made

10 these representations, was ignorant of the falsity of Defendants' representations and

11 believed them to be true. In justifiable reliance on Defendants' representation, HENRY

12 was induced to undergo unnecessary and medically unjustified chelation therapy

13 treatments which HENRY would not have agreed to had he known the actual facts.

14 131. As a proximate result of the representations of Defendants, Plaintiff

15 underwent unnecessary, harmful and expensive chelation therapy treatments.

16 132. As a further proximate result of the representations of Defendants, and each

17 of them, Plaintiff has sustained injury to his health, strength and activity, all of which

18 injuries have caused, and continue to cause, Plaintiff great mental, physical and

19 nervous pain and suffering. Plaintiff will seek leave of Court to amend this Complaint

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

21 133. As a further proximate result of the representations of Defendants, and each

22 of them, Plaintiff has sustained, and will continue to sustain, disabling, serious and

23 permanent physical injuries, all to Plaintiff's general damage in an amount presently

24 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth

25 the full amount of damage when ascertained.

26 134. As a further proximate result of the representations of Defendants, and each

27 of them, Plaintiff has incurred medical, hospital and related expenses in a sum presently

28 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth

1 the full amount of damage when ascertained.

2 135. As a further proximate result of the representations of Defendants, and each  
3 of them, Plaintiff will in the future incur medical, hospital and related expenses, the  
4 exact nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek  
5 leave of Court to amend this Complaint to set forth the full amount of damage when  
6 ascertained.

7 **SEVENTH CAUSE OF ACTION**

8 **(For Negligent Misrepresentation by Plaintiff HENRY**

9 **MOHRSCHLADT Against Defendants SCMCNM,**

10 **CONNELY, MASON, and Does 6 through 10, inclusive)**

11 136. Plaintiff realleges and incorporates herein by reference all of the allegations  
12 set forth in paragraphs 1 through 71 as though fully set forth herein.

13 137. On or about January 23, 2009 and February 2, 2009, during HENRY's  
14 medical treatment, Defendant SCMCNM, by and through its owner and medical director  
15 CONNEALY, and Defendants CONNEALY and MASON falsely and fraudulently  
16 represented to HENRY that:

17 a. HENRY had mercury toxicity;

18 b. Chelation therapy treatments were necessary to treat mercury poisoning which  
19 negatively impacted HENRY who suffered from non-Hodgkin's lymphoma.

20 138. The above representations made by Defendants SCMCNM, CONNEALY  
21 and MASON were false. The true facts were that:

22 a. HENRY did not suffer from mercury toxicity;

23 b. Chelation therapy treatments were not medically necessary nor justified to  
24 treat HENRY's non-Hodgkin's lymphoma.

25 139. When Defendants made these representations, they had no reasonable  
26 ground for believing them to be true and made such material misrepresentations with  
27 the intention of inducing HENRY to undergo unnecessary and medically unwarranted  
28 chelation therapy treatments, all to Plaintiff's detriment.



1                   **Against DOCTOR'S DATA and Does 16 through 20, inclusive)**

2           146. Plaintiff realleges and incorporates herein by reference all of the allegations  
3 set forth in paragraphs 1 through 71 as though fully set forth herein.

4           147. Pursuant to the agreement by Defendants DOCTOR'S DATA and Does 16  
5 through 20, inclusive, to accept ARDIS' specimens and to perform testing for potential  
6 toxic metals in ARDIS' system, Defendants owed a duty to ARDIS to utilize valid testing  
7 and comparison methods.

8           148. The method of testing which Defendants utilized on or about August 12,  
9 2005, December 18, 2007, October 30, 2008 and December 6, 2008, wherein  
10 specimens were collected after the administration of a provoking agent and compared  
11 to unprovoked or unchallenged specimens was an improper method of determining  
12 whether ARDIS had a potentially toxic level of heavy metals in her system.

13           149. On or about August 12, 2005, December 18, 2007, October 30, 2008 and  
14 December 6, 2008, Defendants negligently failed to exercise the proper degree of  
15 knowledge, skill and competence in generating ARDIS' test results which determined  
16 that ARDIS had excessive levels of heavy metals in her system based upon a  
17 comparison of provoked tests to unprovoked or unchallenged reference ranges.

18           150. As a proximate result of the negligence of Defendants, and each of them,  
19 Plaintiff was induced to undergo unnecessary, medically unwarranted, harmful and  
20 expensive chelation therapy treatments and improperly conducted and expensive  
21 laboratory testing.

22           151. As a further proximate result of the negligence 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           152. As a further proximate result of the negligence 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.

4 153. As a further proximate result of the negligence 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.

8 154. As a further proximate result of the negligence 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 **NINTH CAUSE OF ACTION**

14 **(For Intentional Misrepresentation by Plaintiff ARDIS**

15 **MOHRSCHLADT Against Defendants**

16 **DOCTOR'S DATA and Does 16 through 20, inclusive)**

17 155. Plaintiff realleges and incorporates herein by reference all of the allegations  
18 set forth in paragraphs 1 through 71 as though fully set forth herein.

19 156. On or about August 12, 2005, December 18, 2007, October 30, 2008 and  
20 December 6, 2008, Defendant DOCTOR'S DATA, by and through its officers, agents  
21 and employees whose identities are presently unknown to Plaintiff, produced reports  
22 pertaining to "urine toxic metals" testing pertaining to ARDIS, which, by their language,  
23 falsely and fraudulently represented that:

24 a. The references ranges utilized in testing ARDIS' metal levels were within the  
25 industry standard;

26 b. No safe reference levels for toxic metals had been established;

27 c. The results of toxic metal testing were valid and accurate when urine collection  
28 was undertaken after administration of the provoking agent ETDA.

1 157. The above representations made by Defendant DOCTOR'S DATA were  
2 false. The true facts were that:

3 a. The industry standard, when comparing provoked tests to non-provoked tests,  
4 was to use a much higher reference range;

5 b. Safe reference levels for toxic metals had been established; and

6 c. The results of provoked testing with the provoking agent ETDA would always  
7 show elevated levels of heavy metals.

8 158. ARDIS, at the time Defendants DOCTOR'S DATA and Does 16 through 20,  
9 inclusive, made these representations, was ignorant of the falsity of Defendants'  
10 representations and believed them to be true. In justifiable reliance on Defendants'  
11 representation, ARDIS was induced to undergo unnecessary, medically unjustified and  
12 expensive chelation therapy treatments which ARDIS would not have agreed to had she  
13 known the actual facts relating to the validity of the test results generated by  
14 Defendants.

15 159. As a proximate result of the representations of Defendants, Plaintiff  
16 underwent unnecessary, harmful and expensive chelation therapy treatments and  
17 improperly conducted and expensive laboratory testing.

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

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

28 162. As a further proximate result of the representations of Defendants, and each

1 of them, Plaintiff will in the future incur medical, hospital and related expenses, the  
2 exact nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek  
3 leave of Court to amend this Complaint to set forth the full amount of damage when  
4 ascertained.

5 **TENTH CAUSE OF ACTION**

6 **(For Conspiracy to Commit Fraud by Plaintiff ARDIS**

7 **MOHRSCHLADT Against Defendants SCMCNM, CONNEALY,**

8 **MILLER, MASON, DOCTOR'S DATA and Does 6 through 20, inclusive)**

9 163. Plaintiff realleges and incorporates herein by reference all of the allegations  
10 set forth in paragraphs 1 through 71 as though fully set forth herein.

11 164. ARDIS is informed and believes, and thereon alleges, that at times  
12 presently unknown to ARDIS, Defendant SCMCNM, by and through its owner and  
13 medical director CONNEALY, Defendant DOCTOR'S DATA, by and through its staff,  
14 management and/or personnel whose identities are presently unknown to Plaintiff, and  
15 Defendants CONNEALY, MILLER, MASON, knowingly and wilfully conspired and  
16 agreed among themselves to perpetrate a fraud on the medical patients of Defendants  
17 SCMCNM, CONNEALY, MILLER and MASON, including ARDIS, in order to justify  
18 unnecessary and medically unwarranted chelation therapy treatments and to induce the  
19 medical patients of SCMCNM, CONNEALY, MILLER and MASON, including ARDIS,  
20 to agree to said treatment for Defendants' own enrichment.

21 165. Pursuant to said conspiracy, and in furtherance thereof, Defendants  
22 SCMCNM, DOCTOR'S DATA, CONNEALY, MILLER, and MASON falsely and  
23 fraudulently represented to ARDIS that the results of toxic metal testing would be valid  
24 and accurate when urine collection was undertaken after administration of the provoking  
25 agent ETDA.

26 166. Defendants SCMCNM, DOCTOR'S DATA, CONNEALY, MILLER, and  
27 MASON demonstrated their agreement to perpetrate a fraud on ARDIS, by virtue of the  
28 fact that they knew that the representation made by them was false and that the results

1 of provoked testing with the provoking agent ETDA, as administered to ARDIS, would  
2 always show elevated levels of heavy metals.

3 167. When Defendants SCMCNM, DOCTOR'S DATA, CONNEALY, MILLER,  
4 and MASON made this material representation, they knew it to be false and made the  
5 representation with the intent to induce ARDIS to undergo unnecessary, medically  
6 unwarranted and expensive chelation treatments performed by Defendants SCMCNM,  
7 CONNEALY, MILLER and MASON which, in turn, would require intermittent re-testing  
8 of potentially toxic metals in ARDIS' system by Defendant DOCTOR'S DATA, all to  
9 ARDIS' detriment and to the unjust enrichment of Defendants.

10 168. ARDIS, at the time this representation was made, was ignorant of its falsity  
11 and believed it to be true. In justifiable reliance on said representation, ARDIS was  
12 induced to undergo unnecessary, medically unwarranted and harmful chelation therapy  
13 treatments performed by Defendants SCMCNM, CONNEALY, MILLER and MASON,  
14 which she would not have agreed to had DOCTOR'S DATA testing used appropriate  
15 comparisons and its tests results had been valid.

16 169. As a proximate result of the wrongful conduct of Defendants, and each of  
17 them, Plaintiff was induced to undergo unnecessary, medically unwarranted, harmful  
18 and expensive chelation therapy treatments and improperly conducted and expensive  
19 laboratory testing.

20 170. As a further proximate result of the wrongful conduct of Defendants, and  
21 each of them, 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.

25 171. As a further proximate result of the wrongful conduct of Defendants, and  
26 each of them, Plaintiff has sustained, and will continue to sustain, disabling, serious and  
27 permanent physical 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 when ascertained.

2 172. As a further proximate result of the representations of Defendants, and each  
3 of them, Plaintiff will in the future incur medical, hospital and related expenses, the  
4 exact nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek  
5 leave of Court to amend this Complaint to set forth the full amount of damage when  
6 ascertained.

7 **ELEVENTH CAUSE OF ACTION**  
8 **(For Dental Malpractice by Plaintiffs ARDIS AND HENRY**  
9 **MOHRSCHLADT Against Defendants**  
10 **PANA, SCMCNM and Does 21 through 25, inclusive)**

11 173. Plaintiffs reallege and incorporate herein by reference all of the allegations  
12 set forth in paragraphs 1 through 71 as though fully set forth.

13 174. Pursuant to ARDIS and HENRY's retention of Defendants PANA, SCMCNM  
14 and Does 21 through 25, inclusive, to diagnose and treat their dental complaints, said  
15 Defendants rendered professional dental services in the diagnosis, treatment and care  
16 of ARDIS and HENRY.

17 175. On or about November 20, 2007, at the time that ARDIS sought the  
18 professional services of Defendants PANA and SCMCNM and on or about May 8, 2008,  
19 at the time that HENRY sought the professional services of Defendants PANA and  
20 SCMCNM, said Defendants maintained their dental office and held themselves out to  
21 the general public as competent and skilled dentists and dental surgeons licensed by  
22 the Dental Board of California, and ARDIS and HENRY relied upon said representations  
23 of skill and competency when retaining said Defendants to examine and treat them.

24 176. On or about November 20, 2007, at the time that ARDIS sought the  
25 professional services of Defendants PANA and SCMCNM and on or about May 5, 2008,  
26 at the time that HENRY sought the professional services of Defendants PANA and  
27 SCMCNM, said Defendants did not inform ARDIS and HENRY that Defendant PANA  
28 was on probation with the DENTAL BOARD OF CALIFORNIA.

1 177. On or about November 20, 2007, and continuing thereafter through in or  
2 about February 2, 2009, Defendants, jointly and individually, negligently failed to  
3 exercise the proper degree of knowledge, skill and competence in examining,  
4 diagnosing, treating and caring for ARDIS by incompetently and negligently performing  
5 dental treatment as described herein, resulting in intense mouth, teeth and jaw pain, hot  
6 and cold sensitivity, sleep interruption due to pain and biting inside of her mouth,  
7 improper jaw alignment and infection, all of which was caused solely by Defendants'  
8 negligence.

9 178. On or about May 5, 2008, and continuing thereafter through in or about April  
10 8, 2009, jointly and individually, negligently failed to exercise the proper degree of  
11 knowledge, skill and competence in examining, diagnosing, treating and caring for  
12 HENRY by incompetently and negligently performing dental treatment as described  
13 herein, resulting in intense mouth, teeth and jaw pain, all of which was caused solely  
14 by Defendants' negligence.

15 179. As a proximate result of the negligence of Defendants, and each of them,  
16 Plaintiffs suffered injury to their mouths, teeth and jaws, resulting in the necessity for  
17 reconstructive and restorative dental treatment.

18 180. As a further proximate result of the negligence of Defendants, and each of  
19 them, Plaintiffs have sustained injury to their health, strength and activity, all of which  
20 injuries have caused, and continue to cause, Plaintiffs great mental, physical and  
21 nervous pain and suffering. Plaintiffs will seek leave of Court to amend this Complaint  
22 to set forth the full amount of damage sustained as a result thereof when ascertained.

23 181. As a further proximate result of the negligence of Defendants, and each of  
24 them, Plaintiffs have sustained, and will continue to sustain, disabling, serious and  
25 permanent physical injuries, all to Plaintiffs' general damage in an amount presently  
26 unascertainable. Plaintiffs will seek leave of Court to amend this Complaint to set forth  
27 the full amount of damage when ascertained.

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

1 them, Plaintiffs have incurred medical, hospital and related expenses in a sum presently  
2 unascertainable. Plaintiffs will seek leave of Court to amend this Complaint to set forth  
3 the full amount of damage when ascertained.

4 183. As a further proximate result of the negligence of Defendants, and each of  
5 them, Plaintiffs will in the future incur medical, hospital and related expenses, the exact  
6 nature and extent of which are currently unknown to Plaintiffs. Plaintiffs will seek leave  
7 of Court to amend this Complaint to set forth the full amount of damage when  
8 ascertained.

9 **TWELFTH CAUSE OF ACTION**  
10 **(For Lack of Informed Consent by Plaintiffs ARDIS and HENRY**  
11 **MOHRSCHLADT Against Defendants**  
12 **PANA, SCMCNM and Does 21 through 25, inclusive)**

13 184. Plaintiffs reallege and incorporate herein by reference all of the allegations  
14 set forth in paragraphs 1 through 71 as though fully set forth herein.

15 185. Pursuant to ARDIS and HENRY's retention of Defendants PANA, SCMCNM  
16 and Does 21 through 25, inclusive, to diagnose and treat their dental complaints, said  
17 Defendants rendered professional dental services in the diagnosis, treatment and care  
18 of ARDIS and HENRY.

19 186. On or about November 20, 2007, and continuing thereafter through  
20 February 2, 2009, in purported treatment of ARDIS' ongoing complaints, Defendants  
21 PANA and SCMCNM, jointly and individually, negligently failed to disclose to ARDIS the  
22 inherent risks involved in the wholesale removal of trouble-free proper fillings for no  
23 dental purpose, in the wholesale removal and replacement of healthy crowns for no  
24 dental purpose, and in the frequent occlusal adjustments which negatively impacted  
25 ARDIS' bite for no dental purpose and negligently failed to obtain ARDIS' informed  
26 consent for those procedures in light of the undisclosed risks.

27 187. If ARDIS had been adequately informed of the inherent risks associated  
28 with the wholesale removal of proper fillings for no dental purpose, the removal and

1 replacement of healthy crowns with defective temporary and permanent crowns and the  
2 frequent adjustments of her bite which resulted in flattened teeth and an improper bite  
3 scheme, ARDIS would not have consented to said treatment.

4 188. On or about May 5, 2008, and continuing thereafter through April 8, 2009,  
5 in purported treatment of HENRY's ongoing complaints, Defendants PANA and  
6 SCMCNM, jointly and individually, negligently failed to disclose to HENRY the inherent  
7 risks involved in the removal of healthy crowns and their replacement with defective  
8 temporary and permanent crowns, negligently failed to disclose to HENRY the inherent  
9 risks involved in the extraction of healthy tissue and bone during dental surgery and  
10 negligently failed to obtain HENRY's informed consent for these procedures in light of  
11 the undisclosed risks.

12 189. If HENRY had been adequately informed of the inherent risks associated  
13 with the removal and replacement of healthy crowns with defective temporary and  
14 permanent crowns and the removal of healthy tissue and bone during dental surgery  
15 for the extraction of a tooth, HENRY would not have consented to said treatment.

16 190. As a proximate result of the wrongful conduct of Defendants, and each of  
17 them, in improperly and unnecessarily performing dental treatment without advising  
18 ARDIS of the inherent risks involved, ARDIS suffered intense pain, infection and  
19 improper jaw alignment, resulting in the necessity for reconstructive and restorative  
20 procedures, including but not limited to root canal treatment on several teeth on which  
21 defective crowns were placed by Defendants.

22 191. As a proximate result of the wrongful conduct of Defendants, and each of  
23 them, in improperly and unnecessary performing dental treatment without advising  
24 HENRY of the inherent risks involved, HENRY suffered the removal of healthy tissue  
25 and bone, improper jaw alignment and pain, resulting in the necessity for reconstructive  
26 and restorative procedures.

27 192. As a further proximate result of the wrongful conduct of Defendants, and  
28 each of them, Plaintiffs have sustained injury to their health, strength and activity, all of

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

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

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

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

18 **THIRTEENTH CAUSE OF ACTION**

19 **(For Battery by Plaintiff ARDIS MOHRSCHLADT**

20 **Against Defendants PANA, SCMCNM and Does 21-25, inclusive)**

21 196. Plaintiff realleges and incorporates herein by reference all of the allegations  
22 set forth in paragraphs 1 through 71 as though fully set forth herein.

23 197. Pursuant to ARDIS' retention of Defendants PANA, SCMCNM and Does 21  
24 through 25, inclusive, to diagnose and treat her dental complaints, said Defendants  
25 rendered professional dental services in the diagnosis, treatment and care of ARDIS.

26 198. On or about October 29, 2008, and on multiple occasions between April and  
27 October 2008, and in purported treatment of ARDIS' ongoing dental complaints,  
28 Defendant PANA performed neural therapy on ARDIS, intentionally administering (a

1 liquid thought to be) procaine injections into scars on her right knee and on her toes,  
2 treatment to which ARDIS did not consent.

3 199. The neural therapy treatment performed by Defendant PANA on parts of  
4 ARDIS' body below her neck was offensive and beyond the scope of Defendant's  
5 knowledge, skill and experience and outside the scope of dental practices and  
6 procedures in the community.

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

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

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

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

26 **FOURTEENTH CAUSE OF ACTION**

27 **(For Sexual Battery by Plaintiff ARDIS MOHRSLADT**

28 **Against Defendants PANA, SCMCNM and Does 21-25, inclusive)**

1           204. Plaintiff realleges and incorporates herein by reference all of the allegations  
2 set forth in paragraphs 1 through 71 as though fully set forth herein.

3           205. Pursuant to ARDIS' retention of Defendants PANA, SCMCNM and Does  
4 21 through 25, inclusive, to diagnose and treat her dental complaints, said Defendants  
5 rendered professional dental services in the diagnosis, treatment and care of ARDIS.

6           206. On or about December 28, 2007 and on April 10, 2008, and as part of  
7 Defendant PANA's dental treatment, PANA performed ART (autonomic response  
8 testing) on ARDIS, and in the course of so doing, intentionally touched ARDIS'  
9 breastbone and her chest area near her breasts, an intimate part of ARDIS' anatomy.

10           207. The ART (autonomic response testing) which Defendant PANA performed  
11 on ARDIS was an intentional and sexually offensive contact with an intimate part of  
12 ARDIS' anatomy to which ARDIS did not consent.

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

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

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

27           211. As a further proximate result of the wrongful conduct of Defendants, and  
28 each of them, Plaintiff will in the future incur medical, hospital and related expenses, the

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

4 **FIFTEENTH CAUSE OF ACTION**

5 **(For Intentional Misrepresentation by Plaintiffs ARDIS and HENRY**

6 **MOHRSCHLADT Against Defendants PANA, SCMCNM**

7 **and Does 16 through 20, Inclusive)**

8 212. Plaintiff realleges and incorporates herein by reference all of the allegations  
9 set forth in paragraphs 1 through 71 as though fully set forth herein.

10 213. On or about December 17, 2007, during ARDIS' dental treatment and on  
11 or about May 20, 2008, during HENRY's dental treatment, Defendant SCMCNM, by and  
12 through its agent PANA and Defendant PANA falsely and fraudulently represented to  
13 both ARDIS and HENRY that:

- 14 a. ARDIS and HENRY had heavy metal toxicity (mercury poisoning); and  
15 b. Defendant PANA possessed the requisite knowledge, expertise and  
16 experience to diagnose mercury poisoning.

17 214. The above representations made by Defendants SCMCNM and PANA were  
18 false. The true facts were that:

- 19 a. ARDIS and HENRY did not have heavy metal toxicity (mercury poisoning); and  
20 b. Defendant did not possess the requisite knowledge, expertise and experience  
21 to diagnose mercury poisoning.

22 215. Plaintiffs, at the time Defendants SCMCNM and PANA made these  
23 representations, were ignorant of the falsity of Defendant's representations and believed  
24 them to be true. In justifiable reliance on Defendant's representation, ARDIS and  
25 HENRY were induced to and did have performed an unnecessary and invasive dental  
26 treatment, all of which ARDIS and HENRY would not have agreed to had they known  
27 the actual facts.

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

1 Plaintiffs were induced to undergo unwarranted and unnecessary dental treatment.

2 217. As a further proximate result of the misrepresentations made by Defendants,  
3 Plaintiffs have sustained injury to their health, strength and activity, all of which injuries  
4 have caused, and continue to cause, Plaintiffs great mental, physical and nervous pain  
5 and suffering. Plaintiffs will seek leave of Court to amend this Complaint to set forth the  
6 full amount of damage sustained as a result thereof when ascertained.

7 218. As a further proximate result of the misrepresentations made by Defendants,  
8 Plaintiffs have sustained, and will continue to sustain, disabling, serious and permanent  
9 physical injuries, all to Plaintiffs' general damage in an amount presently  
10 unascertainable. Plaintiffs will seek leave of Court to amend this Complaint to set forth  
11 the full amount of damage sustained as a result thereof when ascertained.

12 219. As a further proximate result of the misrepresentations made by  
13 Defendants, Plaintiffs have incurred medical, hospital and related expenses in a sum  
14 presently unascertainable. Plaintiffs will seek leave of Court to amend this Complaint  
15 to set forth the full amount of damage sustained as a result thereof when ascertained.

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

21 **SIXTEENTH CAUSE OF ACTION**

22 **(For Negligent Misrepresentation by Plaintiff ARDIS and HENRY**

23 **MOHRSCHLADT Against Defendants PANA, SCMCNM**

24 **and Does 21 through 26, Inclusive)**

25 221. Plaintiff realleges and incorporates herein by reference all of the allegations  
26 set forth in paragraphs 1 through 71 as though fully set forth herein.

27 222. On or about December 17, 2007, during ARDIS' dental treatment and on  
28 or about May 20, 2008, during HENRY's dental treatment, Defendant SCMCNM, by and

1 through its agent PANA, and Defendant PANA falsely and fraudulently represented to  
2 both ARDIS and HENRY that:

- 3 a. ARDIS and HENRY had heavy metal toxicity (mercury poisoning); and
- 4 b. Defendant PANA possessed the requisite knowledge, expertise and  
5 experience to diagnose mercury poisoning.

6 223. The above representations made by Defendants SCMCNM and PANA were  
7 false. The true facts were that:

- 8 a. ARDIS and HENRY did not have heavy metal toxicity (mercury poisoning); and
- 9 b. Defendant PANA did not possess the requisite knowledge, expertise and  
10 experience to diagnose mercury poisoning.

11 224. 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 ARDIS and/or HENRY had mercury poisoning nor did he have the requisite  
15 knowledge, expertise and/or experience to diagnose mercury poisoning.

16 225. Defendants made such material misrepresentations with the intention of  
17 inducing ARDIS and HENRY to undergo an unnecessary and invasive dental treatment,  
18 all to the detriment of ARDIS and HENRY.

19 226. ARDIS and HENRY, at the time Defendants made these representations,  
20 were ignorant of the falsity of Defendants' representations and believed them to be true.  
21 In justifiable reliance on these representations, ARDIS and HENRY were induced to  
22 and did have performed unnecessary and invasive dental treatment, all of which ARDIS  
23 and HENRY would not have agreed to had they known the actual facts.

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

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

1 nervous pain and suffering. Plaintiffs 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.

3 229. As a further proximate result of the misrepresentations made by  
4 Defendants, Plaintiffs have sustained, and will continue to sustain, disabling, serious  
5 and permanent physical and emotional injuries, all to Plaintiffs' general damage in an  
6 amount presently unascertainable. Plaintiffs 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.

9 230. As a further proximate result of the misrepresentations made by  
10 Defendants, Plaintiffs have incurred medical, hospital, psychological and related  
11 expenses in a sum presently unascertainable. Plaintiffs 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.

14 231. As a further proximate result of the misrepresentations made by  
15 Defendants, Plaintiffs will in the future incur medical, hospital, psychological and related  
16 expenses, the exact nature and extent of which are currently unknown to Plaintiffs.  
17 Plaintiffs 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 **SEVENTEENTH CAUSE OF ACTION**

20 **(By Plaintiff HENRY MOHRSCHLADT**

21 **For Loss of Consortium Against All Defendants)**

22 232. Plaintiff realleges and incorporates herein by reference all of the allegations  
23 set forth in paragraphs 1 through 71 as though fully set forth herein.

24 233. Plaintiff HENRY MOHRSCHLADT realleges and incorporates herein by  
25 reference all of the allegations contained in paragraphs 1 through 157 as though fully  
26 set forth.

27 234. Plaintiffs ARDIS MOHRSCHLADT and HENRY MOHRSCHLADT were, at  
28 all times herein mentioned, and are now, husband and wife.

1           235. By reason of the conduct of Defendants, and each of them, Plaintiff ARDIS  
2 MOHRSCHLADT was severely and grievously injured as set forth hereinabove.

3           236. By reason of the severe injuries and mental anguish suffered by Plaintiff  
4 ARDIS MOHRSCHLADT, Plaintiff HENRY MOHRSCHLADT has been denied, and  
5 continues to be denied, the conjugal society, comfort, affection, companionship and love  
6 of his wife, all to Plaintiff HENRY MOHRSCHLADT's general damage in a sum  
7 presently unascertainable. Plaintiff HENRY MOHRSCHLADT will seek leave of Court  
8 to amend this Complaint to set forth the full amount of damage when ascertained.

9           237. By reason of the conduct of Defendants, and each of them, Plaintiff HENRY  
10 MOHRSCHLADT sustained, and continues to sustain, special damages in an amount  
11 presently unascertainable. Plaintiff HENRY MOHRSCHLADT will seek leave of Court  
12 to amend this Complaint to set forth the full amount of damage when ascertained.

13           WHEREFORE, Plaintiffs ARDIS MOHRSCHLADT and HENRY MOHRSCHLADT  
14 pray for judgment against Defendants, and each of them, as follows:

15           FOR THE FIRST CAUSE OF ACTION AGAINST DEFENDANTS SCMCNM AND  
16 CONNEALY:

- 17           1. For general damages according to proof;
- 18           2. For medical and related expenses according to proof;
- 19           3. For future medical and related expenses according to proof;
- 20           4. For interest thereon at the legal rate;
- 21           5. For costs of suit incurred herein; and
- 22           6. For such other and further relief as the Court deems just and proper.

23           FOR THE SECOND THROUGH FIFTH CAUSES OF ACTION AGAINST  
24 DEFENDANTS SCMCNM, CONNEALY, MILLER AND MASON:

- 25           1. For general damages according to proof;
- 26           2. For medical and related expenses according to proof;
- 27           3. For future medical and related expenses according to proof;
- 28           4. For interest thereon at the legal rate;

- 1 5. For costs of suit incurred herein; and
- 2 6. For such other and further relief as the Court deems just and proper.

3 FOR THE SIXTH AND SEVENTH CAUSES OF ACTION AGAINST  
4 DEFENDANTS SCMCNM, CONNEALY AND MASON:

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

11 FOR THE EIGHTH AND NINTH CAUSES OF ACTION AGAINST DEFENDANT  
12 DOCTOR'S DATA:

- 13 1. For general damages according to proof;
- 14 2. For medical and related expenses according to proof;
- 15 3. For future medical and related expenses according to proof;
- 16 4. For interest thereon at the legal rate;
- 17 5. For costs of suit incurred herein; and
- 18 6. For such other and further relief as the Court deems just and proper.

19 FOR THE TENTH CAUSE OF ACTION AGAINST DEFENDANTS SCMCNM,  
20 CONNEALY, MILLER, MASON AND DOCTOR'S DATA:

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

27 FOR THE ELEVENTH THROUGH SIXTEENTH CAUSES OF ACTION AGAINST  
28 DEFENDANTS SCMCNM AND PANAHPOUR:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

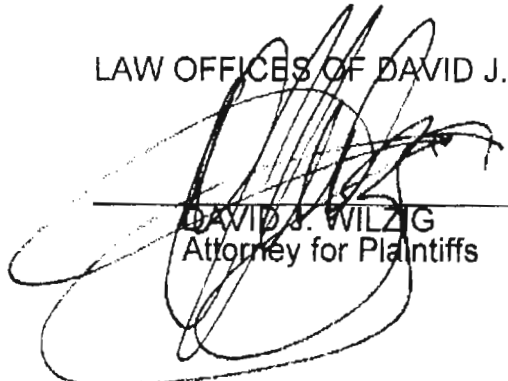
1. For general damages according to proof;
2. For medical and related expenses according to proof;
3. For future medical and related expenses according to proof;
4. For interest thereon at the legal rate;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court deems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

FOR THE SEVENTEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS:

1. For general damages according to proof;
2. For special damages according to proof;
3. For interest thereon at the legal rate;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court deems just and proper.

Dated: 20 Nov '09

LAW OFFICES OF DAVID J. WILZIG



DAVID J. WILZIG  
Attorney for Plaintiffs