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12 **JILL CRESAP**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 12 2008

ALAN CARLSON, Clerk of the Court

BY B. LEA DEPUTY

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

30-2008

Case No. 00114601

JILL CRESAP,

Plaintiff,

vs.

ALIREZA PANAHOUPOR, D.D.S.;
SOUTH COAST MEDICAL CENTER
FOR NEW MEDICINE, INC., a
California corporation; LEIGH ERIN
CONNELLY, M.D. and DOES 1
through 50, inclusive,

Defendants.

COMPLAINT FOR DAMAGES:

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

JUDGE STEVEN L. PERK
DEPT. C32

COMES NOW Plaintiff JILL CRESAP and alleges as follows:

PARTIES

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

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

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

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

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

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

1 6. Plaintiff is ignorant of the true names and capacities, whether individual,
2 corporate, associate or otherwise, of defendants sued herein as DOES 1 through 50,
3 inclusive, and therefore sues said defendants by such fictitious names. Plaintiff is
4 informed and believes, and upon such information and belief, alleges that each of the
5 defendants designated herein as a DOE is legally responsible in some manner for the
6 events and happenings referred to herein and caused the damages proximately thereby
7 to Plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend this
8 Complaint to show the true names and capacities of the defendants designated herein
9 as DOES when the same have been ascertained.

10 **STATEMENT OF FACTS**

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

17 8. On or about July 20, 2007, Plaintiff JILL CRESAP commenced employment
18 with SCMCNM as Director of Administration.

19 9. On or about August 14, 2007, Plaintiff, independent of her employment,
20 retained Defendants PANA and SCMCNM for the performance of a general dentistry
21 examination and teeth cleaning, for which she paid the standard remuneration.

22 10. At the time of Plaintiff's initial examination on August 14, 2007, Defendant
23 PANA performed a dental examination and took a complete series of intraoral x-rays,
24 after which Defendant PANA recommended removal of Plaintiff's amalgam fillings,
25 advising Plaintiff that the mercury in amalgam fillings was toxic to her system and could
26 lead to cancer and other health problems. PANA provided Plaintiff with a booklet
27 recounting the connection between amalgam fillings and various diseases.

28 11. On or about August 22, 2007, Plaintiff was re-examined by PANA with the

1 same recommendations for future treatment.

2 12. On or about December 7, 2007, Plaintiff was re-examined by PANA who
3 conducted ART (autonomic response testing) utilizing the "O ring technique" to
4 diagnose dental complaints, and in the course of so doing, touched the general area of
5 both of Plaintiff's breasts, her spinal column and her low back, as well as her tooth sites,
6 right eyebrow, right tonsil and lymph nodes on the right side of her neck.

7 13. On or about December 7, 2007, PANA advised Plaintiff that her multiple
8 amalgam fillings were "charged", meaning, according to PANA, that the amalgam fillings
9 created electrical currents harmful to her body. Based on PANA's advice and
10 recommendation, Plaintiff agreed to the removal of the amalgam fillings on the right side
11 of her mouth which PANA replaced with composite fillings.

12 14. On or about December 7, 2007, at PANA's recommendation and advisement
13 that her prior root canal treatment on tooth #14 had resulted in a benign tumor which
14 had caused an infection and was destroying her jawbone, Plaintiff underwent dental
15 surgery resulting in the extraction of tooth #14 and removal of significant bone
16 surrounding the tooth. The surgery was videotaped by Defendant PANA and the staff
17 of SCMCNM.

18 15. On or about December 17, 2007, PANA advised Plaintiff that her remaining
19 amalgam fillings were "charged", and based on PANA's advice and recommendation,
20 Plaintiff agreed to the removal of the amalgam fillings on the left side of her mouth
21 which PANA replaced with composite fillings.

22 16. On or about December 19, 2007, Plaintiff underwent a post-surgical
23 thermographic scan performed by Defendants PANA and SCMCNM.

24 17. On or about December 21, 2007, Defendant PANA, in his capacity as a self-
25 described "healer", and representing to Plaintiff that he had studied neural therapy
26 techniques in Europe which would alleviate a patient's mouth and jaw complaints
27 through treatment to other parts of the body, performed neural therapy on Plaintiff,
28 administering injections of procaine into scars on both of Plaintiff's breasts and into

1 tissue on Plaintiff's face, back, abdomen, right knee and left foot, as well as providing
2 intravenous immune therapy to Plaintiff consisting of Vitamin C, calcium gluconate,
3 potassium chloride and magnesium sulfate.

4 18. On or about December 26, 2007, Plaintiff reported chills, a temperature of
5 101.8 and general ill health, which Defendant PANA treated with a heating pad, green
6 tea and the intravenous administration of immune therapy consisting of Vitamin C,
7 calcium gluconate, potassium chloride and magnesium sulfate.

8 19. On or about early January 2008, Defendant PANA examined Plaintiff and
9 determined that the surgical site surrounding tooth #14 was not healing and had caused
10 a dry socket. No treatment was recommended nor performed by Defendant PANA to
11 remedy Plaintiff's dry socket nor was Plaintiff referred to an oral surgeon for
12 consultation.

13 20. On or about January 29, 2008, PANA conducted an oral examination, took
14 intraoral radiographs of the surgical site surrounding tooth #14, and performed ART
15 (autonomic response testing) on both sides of Plaintiff's neck and to the scar on her left
16 eyebrow, however, rendered no dental treatment to alleviate Plaintiff's continuing post-
17 surgical complaints.

18 21. On or about February 4, 2008, due to the non-healing of the tooth #14
19 surgical site and Plaintiff's severe sinus pain, Plaintiff underwent a sinus CT scan which
20 indicated, as evaluated by Defendant PANA, exaggerated inflammation and congestion.

21 22. As a result of PANA's evaluation of Plaintiff's CT scan and her continuing
22 post-surgical complaints, PANA finally referred Plaintiff to an ENT specialist who
23 identified infection at the tooth #14 surgical site and recommended sinus surgery to
24 alleviate Plaintiff's pain.

25 23. In early February 2008, Plaintiff consulted with ENT specialist Dimitry
26 Goufman, M.D., who performed an examination and nasopharyugoscopy.

27 24. On or about February 12, 2008, Plaintiff underwent sinus surgery at La Veta
28 Surgery Center in Orange, California, performed by Dimitry Goufman, M.D. in an

1 attempt to repair and close the fistula at her surgical site.

2 25. On or about February 21 and 25, 2008, as post-surgical treatment,
3 Defendant PANA performed examinations and provided Plaintiff with supplements and
4 intravenous vitamin and mineral therapy.

5 26. On or about March 28, 2008, Plaintiff consulted with Tony Amini, D.M.D. in
6 Newport Beach, California who, after examination, recommended and performed a
7 membrane placement and bone graft at site #14, using both artificial and cadaver bone,
8 to close the opening in Plaintiff's sinus membrane.

9 27. On or about April 11, 2008, after post-surgical examination demonstrated that
10 the surgical graft had not repaired the sinus opening and that Plaintiff was suffering from
11 infection, Dr. Amini referred Plaintiff to Arthur Johnson, M.D., D.D.S. for further
12 examination and treatment.

13 28. On or about April 14, 2008, Plaintiff was examined by Dr. Johnson who
14 diagnosed an infected maxillary sinus and oro-antral fistula opening resulting from
15 surgery performed by Defendants PANA and SCMCNM.

16 29. In or about May 2008, Plaintiff underwent the first buccal fat pad flap closure
17 procedure performed by Dr. Johnson in an attempt to close the 14 mm diameter hole
18 which remained as a result of her December 2007 surgery.

19 30. On or about June 6, 2008, Plaintiff underwent further closure surgery
20 performed by Dr. Johnson.

21 31. On or about July 11, 2008, Plaintiff underwent additional flap closure surgery
22 using cadaver skin.

23 32. On or about October 3, 2008, Plaintiff underwent a rotational and palate flap
24 closure procedure.

25 33. As of October 2008, Plaintiff's residual complaints as a result of the
26 December dental surgery performed by Defendants PANA and SCMCNM have not
27 resolved and Plaintiff continues to suffer from facial and jaw pain, recurrent sinus
28 infections, fever and headaches and anticipates the necessity for further future

1 surgeries.

2 34. On or about April 9, 2008, Plaintiff terminated her employment with
3 SCMCNM and signed a "Transition and Release Agreement" between "Employer"
4 SCMCNM and "Employee" Jill Cresap pursuant to which Plaintiff released employer
5 SCMCNM from any claims pertaining solely and specifically to her employment.

6 35. From April 9, 2008 through the present, Plaintiff has attempted to obtain her
7 patient records from Defendant PANA and SCMCNM who have refused, and continue
8 to refuse, to provide Plaintiff with the patient records to which she is entitled, claiming
9 they are "lost", a claim PANA has made to other patients attempting to retrieve their
10 records.

11 36. On or about August 1, 2008, and pursuant to *California Code of Civil*
12 *Procedure*, Section 364, Plaintiff caused Notice of Intent to Sue letters to be mailed by
13 certified mail to Defendants PANA and SCMCNW at their principal place of business
14 located at 6 Hughes Avenue, Suite 100, Irvin, California 92618. True and correct copies
15 of said letters are collectively attached hereto as Exhibit "2" and incorporated herein by
16 reference.

17 **FIRST CAUSE OF ACTION**

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

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

20 37. Plaintiff realleges and incorporates herein by reference all of the allegations
21 set forth in paragraphs 1 through 36 as though fully set forth herein.

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

28 39. On or about December 19, 2006, Defendant PANA entered into a Stipulated

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

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

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

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

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

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

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

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

18 47. As a further proximate result of the wrongful conduct of Defendants
19 SCMCNM and CONNEALY, Plaintiff has sustained, and will continue to sustain,
20 disabling, serious and permanent physical and emotional injuries, all to Plaintiff's
21 general damage in an amount presently unascertainable. Plaintiff 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 48. As a further proximate result of the wrongful conduct of Defendants
25 SCMCNM and CONNEALY, Plaintiff has incurred medical, hospital, psychological and
26 related expenses in a sum presently unascertainable. Plaintiff will seek leave of Court
27 to amend this complaint to set forth the full amount of damage sustained as a result
28 thereof when ascertained.

1 March 2008, Defendants, jointly and individually, negligently failed to exercise the
2 proper degree of knowledge, skill and competence in examining, diagnosing, treating
3 and caring for Plaintiff by incompetently and negligently performing surgical services,
4 resulting in the perforation of Plaintiff's sinus cavity, sinus infection, an oro-antral fistula,
5 facial and jaw pain, headaches, fever and subsequent surgical procedures which were
6 necessitated solely by Defendants' negligence.

7 56. On or about April 14, 2008, at the time Plaintiff sought dental treatment with
8 Arthur Johnson, M.D., D.D.S., Plaintiff became aware that the perforation of her sinus
9 cavity in the surgery performed by Defendants PANA and SCMCNM had caused
10 Plaintiff's continuing complaints and necessitated the multiple surgeries she has
11 undergone and the future treatment which is contemplated.

12 57. As a proximate result of the negligence of Defendants, and each of them,
13 Plaintiff suffered injury to her sinus cavity and bone structure, resulting in the necessity
14 for reconstructive surgeries and restorative dental and medical treatment.

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

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

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

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

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

11 **THIRD CAUSE OF ACTION**

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

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

14 63. Plaintiff realleges and incorporates herein by reference all of the allegations
15 set forth in paragraphs 1 through 36 as though fully set forth herein.

16 64. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
17 6 through 10, inclusive, to diagnose and treat her dental complaints, said Defendants
18 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

19 65. On or about August 14, 2007, and continuing thereafter through March 2008,
20 in purported treatment of Plaintiff's ongoing complaints, including but not limited to,
21 surgery to extract tooth #14, Defendants PANA and SCMCNM, jointly and individually,
22 negligently failed to disclose to Plaintiff the inherent risks involved in the extraction of
23 tooth #14 during the surgical procedure they performed which was in close proximity to
24 her sinus cavity and negligently failed to obtain Plaintiff's informed consent for the
25 extraction of tooth #14 in light of the undisclosed risks.

26 66. If Plaintiff had been adequately informed of the inherent risk associated with
27 the extraction of tooth #14, including but not limited to, perforation of her sinus cavity,
28 infection, fever, and jaw and facial pain and disfigurement, Plaintiff would not have

1 consented to said treatment.

2 67. On or about April 14, 2008, at the time Plaintiff sought dental treatment with
3 Arthur Johnson, M.D., D.D.S., Plaintiff, for the first time, became aware that the
4 perforation of her sinus cavity in the surgery performed by Defendants PANA and
5 SCMCNM had caused Plaintiff's continuing complaints and necessitated the multiple
6 surgeries she has undergone and the future treatment which is contemplated.

7 68. As a proximate result of the wrongful conduct of Defendants, and each of
8 them, in improperly and unnecessarily performing a tooth extraction without Plaintiff's
9 consent and without advising Plaintiff of the inherent risks involved in the extraction of
10 her tooth, Plaintiff suffered exacerbated jaw pain, injury to her sinus cavity, jaw and
11 facial disfigurement, resulting in the necessity for reconstructive surgeries and
12 restorative procedures.

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

18 70. As a further proximate result of the conduct of Defendants, and each of them,
19 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent
20 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 71. As a further proximate result of the conduct of Defendants, and each of them,
24 Plaintiff has incurred medical, hospital and related expenses in a sum presently
25 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth
26 the full amount of damage when ascertained.

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

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

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

8 **FOURTH CAUSE OF ACTION**

9 **(For Medical Battery Against Defendants**

10 **PANA, SCMCNM and Does 6 through 10, Inclusive)**

11 74. Plaintiff realleges and incorporates herein by reference all of the allegations
12 set forth in paragraphs 1 through 36 as though fully set forth herein.

13 75. In the course of the dental surgery and treatment performed by Defendants
14 PANA and SCMCNM to purportedly treat Plaintiff's dental complaints, Defendants
15 obtained Plaintiff's consent to remove mercury amalgam fillings and to remove tooth
16 #14 because an alleged benign tumor had caused infection, but Plaintiff did not consent
17 to a surgical procedure wherein substantial portions of healthy bone and tissue were
18 removed.

19 76. In addition to performing removal of Plaintiff's mercury amalgam fillings and
20 the extraction of tooth #14, Defendants PANA and SCMCNM performed a substantially
21 different procedure, wherein they removed significant portions of healthy bone and
22 tissue surrounding tooth #14, resulting in the perforation of Plaintiff's sinus cavity
23 without Plaintiff's knowledge and without her consent.

24 77. The conduct of Defendants PANA and SCMCNM was a substantial factor in
25 causing Plaintiff's harm.

26 78. On or about April 14, 2008, at the time Plaintiff sought dental treatment with
27 Arthur Johnson, M.D., D.D.S., Plaintiff, for the first time, became aware that the
28 perforation of her sinus cavity in the surgery performed by Defendants PANA and

1 SCMCNM had caused Plaintiff's continuing complaints and necessitated the multiple
2 surgeries she had undergone and the future surgeries which were contemplated.

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

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

13 81. As a further proximate result of the wrongful conduct of Defendants, and
14 each of them, Plaintiff has incurred medical, hospital and related expenses in a sum
15 presently unascertainable. Plaintiff will seek leave of Court to amend this Complaint to
16 set forth the full amount of damage sustained as a result thereof when ascertained.

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

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

27 **FIFTH CAUSE OF ACTION**
28 **(For Sexual Battery Against Defendants)**

PANA, SCMCNM and Does 11 through 15, Inclusive)

1
2 84. Plaintiff realleges and incorporates herein by reference all of the allegations
3 set forth in paragraphs 1 through 36 as though fully set forth herein.

4 85. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
5 11 through 15, inclusive, to diagnose and treat her dental complaints, said Defendants
6 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

7 86. On or about December 7, 2007, and in purported treatment of Plaintiff's
8 ongoing dental complaints, Defendant PANA performed ART (autonomic response
9 testing) on Plaintiff, and in the course of so doing, intentionally touched Plaintiff's
10 breasts, an intimate part of Plaintiff's anatomy.

11 87. On or about December 21, 2007, and in purported treatment of Plaintiff's
12 ongoing dental complaints, Defendant PANA performed neural therapy on Plaintiff,
13 intentionally administering procaine injections into scars on Plaintiff's breasts, an
14 intimate part of Plaintiff's anatomy.

15 88. The ART (autonomic response testing) and the neural therapy treatment
16 which Defendant PANA performed on Plaintiff were intentional and sexually offensive
17 contacts with intimate parts of Plaintiff's anatomy to which Plaintiff did not consent.

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

23 90. As a further proximate result of the conduct of Defendants, and each of them,
24 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent
25 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 91. As a further proximate result of the conduct of Defendants, and each of them,

1 Plaintiff has incurred medical, hospital and related expenses in a sum 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 92. As a further proximate result of the conduct of Defendants, and each of them,
5 Plaintiff will in the future incur medical, hospital and related expenses, the exact nature
6 and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave of Court
7 to amend this Complaint to set forth the full amount of damage when ascertained.

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

13 **SIXTH CAUSE OF ACTION**

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

16 94. Plaintiff realleges and incorporates herein by reference all of the allegations
17 set forth in paragraphs 1 through 36 as though fully set forth herein.

18 95. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does
19 11 through 15, inclusive, to diagnose and treat her dental complaints, said Defendants
20 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

21 96. On or about December 21, 2007, and in purported treatment of Plaintiff's
22 ongoing dental complaints, Defendant PANA performed neural therapy on Plaintiff,
23 intentionally administering procaine injections into scars on Plaintiff's breasts, back,
24 abdomen, right knee and left foot, treatment to which Plaintiff did not consent.

25 97. The neural therapy treatment performed by Defendant PANA on parts of
26 Plaintiff's body below her neck was offensive and beyond the scope of Defendant's
27 knowledge, skill and experience and outside the scope of dental practices and
28 procedures in the community.

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

6 99. As a further proximate result of the conduct of Defendants, and each of them,
7 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent
8 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.

11 100. As a further proximate result of the conduct of Defendants, and each of
12 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.

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

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

25 **SEVENTH CAUSE OF ACTION**

26 **(For Intentional Misrepresentation Against Defendants**

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

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

1 set forth in paragraphs 1 through 36 as though fully set forth herein.

2 104. On or about August 14, August 22, and December 7, 2007, during Plaintiff's
3 dental treatment, Defendant PANA falsely and fraudulently represented to Plaintiff that:

4 a. Plaintiff had mercury poisoning;

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

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

10 105. The above representations made by Defendant PANA were false. The true
11 facts were that:

12 a. Plaintiff did not have mercury poisoning;

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

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

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

23 107. As a proximate result of the wrongful conduct of Defendants, Plaintiff was
24 induced to undergo unwarranted and unnecessary dental treatment.

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

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

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

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

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

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

21 **EIGHTH CAUSE OF ACTION**

22 **(For Negligent Misrepresentation Against Defendants**
23 **PANA, SCMCNM and Does 16 through 20, Inclusive)**

24 113. Plaintiff realleges and incorporates herein by reference all of the allegations
25 set forth in paragraphs 1 through 36 as though fully set forth herein.

26 114. On or about August 14, August 22, and December 7, 2007, during Plaintiff's
27 dental treatment, Defendant PANA negligently represented to Plaintiff that:

28 a. Plaintiff had mercury poisoning;

1 b. Mercury poisoning could be diagnosed by visual examination without
2 conducting scientifically accepted and approved diagnostic testing or laboratory
3 analysis; and

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

6 115. The above representations made by Defendant PANA were false. The true
7 facts were that:

8 a. Plaintiff did not have mercury poisoning;

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

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

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

18 117. Defendants made such material misrepresentations with the intention of
19 inducing Plaintiff to undergo an unnecessary dental surgery and other radical and
20 invasive dental treatment, all to Plaintiff's detriment.

21 118. Plaintiff, 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, Plaintiff was induced to and did have performed
24 unnecessary dental surgeries and other radical dental treatment, all of which Plaintiff
25 would not have agreed to had she known the actual facts.

26 119. As a proximate result of the misrepresentations made by Defendants,
27 Plaintiff was induced to undergo unwarranted and unnecessary dental treatment.

28 120. As a further proximate result of the misrepresentations made by

1 Defendants, 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.

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

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

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

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

26 WHEREFORE, Plaintiff JILL CRESAP prays for judgment against Defendants,
27 and each of them, as follows:

28 FOR THE FIRST CAUSE OF ACTION AGAINST DEFENDANTS SCMCNM AND

1 CONNEALY:

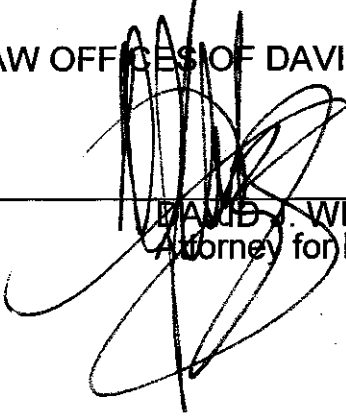
- 2 1. For general damages according to proof;
- 3 2. For medical and related expenses according to proof;
- 4 3. For future medical and related expenses according to proof;
- 5 4. For future loss of earnings and loss of earning capacity according to proof;
- 6 5. For interest thereon at the legal rate;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

9 FOR THE SECOND THROUGH EIGHTH CAUSES OF ACTION AGAINST
10 DEFENDANTS PANA AND SCMCNM:

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

18
19 Dated: 10 November 08

LAW OFFICES OF DAVID J. WILZIG

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23 _____
24 DAVID J. WILZIG
25 Attorney for Plaintiff
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