

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  
7 david@wilzig.net

8 Attorney for Plaintiff  
9 SARAH HAYNES

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

FEB 16 2010

ALAN CARLSON, Clerk of the Court

BY B. LEA, DEPUTY

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

12 SARAH HAYNES

13 Plaintiff,

14 vs.

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 and DOES 1 through 50, inclusive,

21 Defendants.

Case No.

30-2010  
00344946

**COMPLAINT FOR DAMAGES:**

1. Negligent Hiring/Retention
2. Dental Negligence
3. Lack of Informed Consent
4. Battery
5. Sexual Battery
6. Intentional Misrepresentation
7. Negligent Misrepresentation
8. Statutory Violation of *Health & Safety Code §123110*

JUDGE GREGORY MUNOZ  
DEPT. C13

22 COMES NOW Plaintiff SARAH HAYNES and alleges as follows:

**PARTIES**

23 1. Defendant ALIREZA PANAHOUPUR, D.D.S. (hereinafter referred to as  
24 "PANA") is, and at all times herein mentioned was, a dentist licensed to practice  
25 dentistry by the State of California, holding license #41661, with his principal place of  
26 business at 6 Hughes Avenue, Suite 100, Irvine, California 92618 and, at all times  
27 herein mentioned, was practicing biological dentistry as an independent contractor  
28 retained by the SOUTH COAST MEDICAL CENTER FOR NEW MEDICINE, INC., aka  
CENTER FOR NEW MEDICINE. 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,  
6 INC., aka CENTER FOR NEW MEDICINE, a California corporation (hereinafter  
7 referred to as "SCMCNM") is, and at all times herein mentioned was, a medical/dental  
8 facility registered to do and doing business in the State of California with its principal  
9 place of business located at 6 Hughes Avenue, 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, holding license #G57433, and the medical  
13 director and co-owner of SCMCNM, with her principal place of business located at 6  
14 Hughes Avenue, Suite 100, 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 of Defendants SCMCNM and CONNEALY  
17 and, in doing the acts hereinafter described, was acting in the course and within the  
18 scope of his authority as agent and in the transaction of the business of said agency.  
19 Defendants SCMCNM and CONNEALY are, therefore, liable to Plaintiff for the acts of  
20 Defendant PANA hereinafter alleged under the doctrine of respondeat superior.

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

28 6. Plaintiff is ignorant of the true names and capacities, whether individual,

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

### 9 **STATEMENT OF FACTS**

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

16 8. On or about July 22, 2008, while a patient in SCMCNM's medical division and  
17 at the recommendation of Defendant CONNEALY and another physician on the  
18 SCMCNM staff, Stephanie Mason, M.D. that Plaintiff required the removal of all of her  
19 amalgam fillings for her general health, Plaintiff consulted with Defendant PANA.

20 9. At the time of Plaintiff's initial examination on July 22, 2008, Defendant PANA  
21 performed a dental examination, took a series of intraoral x-rays and made diagnostic  
22 casts for a mandibular appliance. Defendant PANA confirmed the diagnosis of heavy  
23 metal poisoning and represented to Plaintiff that the mercury allegedly found in her  
24 system was toxic and detrimental to her health as it negatively impacted her auto-  
25 immune disease, thereby necessitating the removal of all of her amalgam fillings.

26 10. Further at Plaintiff's initial appointment with Defendant PANA on July 22,  
27 2008, PANA diagnosed Plaintiff with TMJ (temporomandibular joint syndrome),  
28 although Plaintiff had never suffered any symptoms of TMJ in the past.

1 11. Further at Plaintiff's appointment on July 22, 2008, Defendant PANA  
2 represented to Plaintiff that her dental complaints, including but not limited to mouth,  
3 teeth and jaw pain, would be alleviated by acupuncture, full-body massage and  
4 chiropractic treatments to parts of Plaintiff's body below the jawline.

5 12. In reliance upon PANA's representation as to the positive impact that  
6 acupuncture, full-body massage and chiropractic treatments would have on her dental  
7 complaints and upon PANA's prescribing the aforesaid treatment to be performed by  
8 practitioners on the premises of SCMCNM, Plaintiff undertook a regime of  
9 acupuncture, massage and chiropractic treatments in ostensible treatment of her  
10 dental complaints.

11 13. On or about July 23<sup>rd</sup>, 25<sup>th</sup>, 28<sup>th</sup> and 30<sup>th</sup>, August 6, 2008 and January 15<sup>th</sup>,  
12 22<sup>nd</sup> and January 28, 2009, Plaintiff received acupuncture treatment to her neck, face,  
13 jaw, arms, legs and lower back on the premises of Defendant SCMCNM at Defendant  
14 PANA's order in ostensible treatment of her dental complaints.

15 14. On or about July 23, 2008, and at the majority of Plaintiff's dental  
16 appointments thereafter as enumerated herein, PANA, representing to Plaintiff that he  
17 had studied neural therapy techniques which would alleviate a patient's mouth and jaw  
18 complaints through treatment to other parts of the body, performed neural therapy on  
19 Plaintiff, administering injections of an unknown substance into tissue on Plaintiff's  
20 neck, cheek, top of her right ear, top of her shoulder, and in her abdomen in the region  
21 of her naval.

22 15. On or July 24, 2008, and at the majority of Plaintiff's dental appointments  
23 thereafter as enumerated herein, Defendant PANA, with the assistance of a staff  
24 member, conducted ART (autonomic response testing), wherein he placed a vial of  
25 plastic material on Plaintiff's chest and while touching Plaintiff on her head, neck,  
26 stomach and on her chest above and in the region of her breasts, had his assistant pull  
27 on his fingers in order to allegedly diagnose Plaintiff's dental condition.

28 16. On or about July 31<sup>st</sup>, August 7<sup>th</sup>, November 6<sup>th</sup> and 20<sup>th</sup>, December 1, 2008

1 and January 14<sup>th</sup>, 19<sup>th</sup> and 29, 2009, Plaintiff received full-body massages on the  
2 premises of Defendant SCMCNM as ordered by Defendant PANA in ostensible  
3 treatment of her dental complaints.

4 17. On or about August 6, 2008, Defendant PANA delivered Plaintiff's  
5 mandibular appliance which was ultimately rendered useless by PANA's repeated  
6 improper occlusal adjustments which flattened out the orthodic appliance so that it  
7 could no longer support Plaintiff's teeth.

8 18. On or about August 13, 2008, Defendant PANA took further x-rays, removed  
9 healthy permanent crowns from teeth #'s 18 and 19, performed core build-up on those  
10 teeth and replaced the permanent crowns with temporary crowns. Defendant PANA  
11 further performed core build-up and placed temporary crowns on teeth #'s 14 and 15.

12 19. On or about August 25<sup>th</sup>, September 3<sup>rd</sup> and December 1, 2008, Defendant  
13 PANA removed Plaintiff's amalgam fillings and replaced them with resin-based  
14 composite fillings.

15 20. On or about August 27, 2008, Defendant PANA performed core build-up  
16 and placed temporary crowns on teeth #'s 2 and 3.

17 21. On or about September 10, 2008, Defendant PANA took further x-rays and  
18 re-cemented the temporary crown on tooth #19.

19 22. On or about September 10<sup>th</sup>, December 16<sup>th</sup>, 23<sup>rd</sup>, 24, 2008 and January  
20 12<sup>th</sup>, 26<sup>th</sup> and February 2, 2009, Plaintiff received chiropractic treatments to her neck,  
21 upper and lower back, legs, arms and parts of her head on the premises of Defendant  
22 SCMCNM at PANA's order in ostensible treatment of her dental complaints.

23 23. On or about September 18<sup>th</sup> and October 16, 2008, Defendant PANA  
24 performed occlusal adjustments.

25 24. On or about November 4, 2008, Defendant PANA took further x-rays,  
26 performed equilibration, an occlusal adjustment and delivered and placed permanent  
27 crowns on teeth #'s 18 and 19.

28 25. Thereafter, and on or about November 5<sup>th</sup>, November 13<sup>th</sup>, November 20<sup>th</sup>,

1 December 3<sup>rd</sup>, December 11<sup>th</sup>, December 16<sup>th</sup>, December 23<sup>rd</sup>, December 24<sup>th</sup>, and  
2 December 29, 2008 and January 12<sup>th</sup>, January 26<sup>th</sup>, and February 2, 2009, Defendant  
3 PANA performed occlusal adjustments on Plaintiff's teeth.

4 26. Since the cessation of Plaintiff's dental treatment with Defendant PANA, she  
5 has undergone rehabilitative treatment to alleviate TMJ symptoms and has undergone  
6 four root canals on teeth on which Defendant PANA performed dental treatment.

7 27. On or about May 15, 2009, Plaintiff initially sought copies of her dental  
8 records from Dr. Alireza Panahpour, attaching a signed and dated medical  
9 authorization and a signed and dated HIPPA authorization allowing her records to be  
10 forwarded to her attorney, David J. Wilzig.

11 28. On or about May 15, 2009, Plaintiff initially sought copies of her medical and  
12 dental records from Dr. Leigh Erin Connealy, owner and medical director of Center for  
13 New Medicine, attaching a signed and dated medical authorization and a signed and  
14 dated HIPPA authorization allowing her records to be forwarded to her attorney, David  
15 J. Wilzig.

16 29. On numerous dates thereafter and up until February 1, 2010, Plaintiff's  
17 counsel has attempted to obtain Plaintiff's medical and dental records from all named  
18 defendants from their respective principal places of business, as well as from Patrick  
19 McCall, Esq., CEO of defendant South Coast Medical Center for New Medicine.

20 30. On or about February 1, 2010, Plaintiff sought her medical and dental  
21 records from Defendants by invoking her right to receive records within five (5) days  
22 pursuant to *Evidence Code* §1158. However, irrespective of Defendants' duty to  
23 provide Plaintiff's medical and dental records, Plaintiff has been denied the right to  
24 receive and inspect her patient records.

25 31. On or about January 19, 2010, and pursuant to *California Code of Civil*  
26 *Procedure*, Section 364, Plaintiff caused Notice of Intent to Sue letters to be mailed by  
27 certified mail to Defendant PANA at his principal place of business located at 1917  
28 Selby Avenue, Suite 302, Los Angeles, California 90025. A true and correct copy of

1 said letter is attached hereto as Exhibit "2" and incorporated herein by reference.

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

5 32. Plaintiff realleges and incorporates herein by reference all of the allegations  
6 set forth in paragraphs 1 through 31 as though fully set forth herein.

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

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

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

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

26 37. Plaintiff is informed and believes and thereon alleges that Defendants  
27 SCMCNM and CONNEALY knew, or in the exercise of reasonable diligence, including  
28 but not limited to investigation of Defendant PANA's licensure status, should have

1 known that PANA was unfit and incompetent to perform the duties for which he was  
2 hired and/or retained, namely professional dental services, and that an undue risk to  
3 patients, including Plaintiff, would exist as a result of PANA's hiring and/or retention.

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

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

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

25 41. As a further proximate result of the wrongful conduct of Defendants  
26 SCMCNM and CONNEALY, Plaintiff has sustained injury to her health, strength and  
27 activity, all of which injuries have caused, and continue to cause, Plaintiff great mental,  
28 physical and nervous pain and suffering. Plaintiff will seek leave of Court to amend



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

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

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

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

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

24 **SECOND CAUSE OF ACTION**

25 **(For Dental Malpractice Against Defendants**

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

27 46. Plaintiff realleges and incorporates herein by reference all of the allegations  
28 set forth in paragraphs 1 through 31 as though fully set forth.

1 47. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does  
2 1 through 5, inclusive, to diagnose and treat her dental complaints, said Defendants  
3 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

4 48. On or about July 22, 2008, at the time that Plaintiff sought the professional  
5 services of Defendants PANA and SCMCNM, said Defendants maintained their dental  
6 office and held themselves out to the general public as competent and skilled dentists  
7 and dental surgeons licensed by the DENTAL BOARD OF CALIFORNIA, and Plaintiff  
8 relied upon said representations of skill and competency when retaining said  
9 Defendants to examine and treat her.

10 49. On or about July 22, 2008, at the time that Plaintiff sought the professional  
11 services of Defendants PANA and SCMCNM, said Defendants did not inform Plaintiff  
12 that Defendant PANA was on probation with the DENTAL BOARD OF CALIFORNIA.

13 50. On or about July 22, 2008, and continuing thereafter through February 2,  
14 2009, Defendants PANA and SCMCNM, jointly and individually, negligently failed to  
15 exercise the proper degree of knowledge, skill and competence in examining,  
16 diagnosing, treating and caring for Plaintiff by incompetently and negligently performing  
17 dental services, resulting in the unnecessary removal of permanent non-problematic  
18 crowns and replacement with ill-fitting and improperly designed crowns, and the  
19 unnecessary provision of treatment unrelated to Plaintiff's dental complaints, all of  
20 which have caused Plaintiff ongoing and residual complaints which have solely been  
21 caused by Defendants' negligence.

22 51. On or about February 18, 2009, at the time Plaintiff sought dental treatment  
23 with other dental practitioners relating to her continuing complaints, Plaintiff first  
24 became aware that the crown replacements and other dental treatment performed by  
25 Defendant PANA caused her continuing complaints and would necessitate future  
26 dental treatment.

27 52. As a proximate result of the negligence of Defendants, and each of them,  
28 Plaintiff suffered injury to her mouth, teeth and jaw, resulting in the necessity for

1 reconstructive and restorative dental treatment, including but not limited to root canal  
2 therapy.

3 53. As a further proximate result of the negligence 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 54. As a further proximate result of the negligence of Defendants, and each of  
9 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 when ascertained.

13 55. As a further proximate result of the negligence of Defendants, and each of  
14 them, Plaintiff has incurred medical, hospital and related expenses in a sum 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 56. As a further proximate result of the negligence of Defendants, and each of  
18 them, Plaintiff will in the future incur medical, hospital and related expenses, the exact  
19 nature and extent of which are currently unknown to Plaintiff. Plaintiff will seek leave  
20 of Court to amend this Complaint to set forth the full amount of damage when  
21 ascertained.

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

27 **THIRD CAUSE OF ACTION**

28 **(For Lack of Informed Consent Against Defendants)**

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

1  
2 58. Plaintiff realleges and incorporates herein by reference all of the allegations  
3 set forth in paragraphs 1 through 31 as though fully set forth herein.

4 59. Pursuant to Plaintiff's retention of Defendants PANA, SCMCNM and Does  
5 6 through 10, inclusive, to diagnose and treat her dental complaints, said Defendants  
6 rendered professional dental services in the diagnosis, treatment and care of Plaintiff.

7 60. On or about July 22, 2008, and continuing thereafter through February 2,  
8 2009, in purported treatment of Plaintiff's ongoing complaints, Defendants PANA and  
9 SCMCNM, jointly and individually, negligently failed to disclose to Plaintiff the inherent  
10 risks involved in the wholesale removal and replacement of healthy crowns for no  
11 dental purpose and negligently failed to obtain Plaintiff's informed consent for those  
12 procedures in light of the undisclosed risks.

13 61. If Plaintiff had been adequately informed of the inherent risks associated  
14 with the wholesale removal and replacement of healthy crowns with defective  
15 temporary and permanent crowns, Plaintiff would not have consented to said  
16 treatment.

17 62. On or about February 18, 2009, at the time Plaintiff sought dental treatment  
18 with other dental practitioners relating to her continuing complaints, Plaintiff first  
19 became aware that the crown replacements and other dental treatment performed by  
20 Defendant PANA caused her continuing complaints and would necessitate future  
21 dental treatment.

22 63. As a proximate result of the wrongful conduct of Defendants, and each of  
23 them, in improperly and unnecessarily removing and replacing healthy crowns with  
24 defective temporary crowns without Plaintiff's consent and without advising Plaintiff of  
25 the inherent risks involved, Plaintiff suffered the removal of healthy tissue and bone,  
26 resulting in the necessity for reconstructive and restorative procedures.

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

1 injuries have caused, and continue to cause, Plaintiff great mental, physical and  
2 nervous pain and suffering. Plaintiff 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 65. As a further proximate result of the conduct of Defendants, and each of  
5 them, Plaintiff has sustained, and will continue to sustain, disabling, serious and  
6 permanent physical injuries, all to Plaintiff's general damage in an amount presently  
7 unascertainable. Plaintiff will seek leave of Court to amend this Complaint to set forth  
8 the full amount of damage when ascertained.

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

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

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

23 **FOURTH CAUSE OF ACTION**

24 **(For Sexual Battery Against Defendants**

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

26 69. Plaintiff realleges and incorporates herein by reference all of the allegations  
27 set forth in paragraphs 1 through 31 as though fully set forth herein.

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

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

3 71. On or about July 24<sup>th</sup>, August 6<sup>th</sup>, 13<sup>th</sup>, 27<sup>th</sup>, September 10<sup>th</sup>, 18<sup>th</sup>, October  
4 16<sup>th</sup>, November 4<sup>th</sup>, 5<sup>th</sup>, 13<sup>th</sup>, 20<sup>th</sup>, December 3<sup>rd</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 24<sup>th</sup>, 29, 2008 and  
5 January 12<sup>th</sup>, 26<sup>th</sup> and February 2, 2009, and in purported treatment of Plaintiff's  
6 ongoing dental complaints, Defendant PANA performed an ART (autonomic response  
7 testing) examination on Plaintiff, and in the course of so doing, intentionally touched  
8 the area above and in the region of Plaintiff's breasts, an intimate part of Plaintiff's  
9 anatomy.

10 72. The ART (autonomic response testing) examinations which Defendant  
11 PANA performed on Plaintiff were intentional and sexually offensive contacts with  
12 intimate parts of Plaintiff's anatomy to which Plaintiff did not consent.

13 73. As a 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 74. As a further proximate result of the conduct of Defendants, and each of  
19 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 75. As a further proximate result of the conduct of Defendants, and each of  
24 them, 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 76. As a further proximate result of the conduct of Defendants, and each of  
28 them, Plaintiff will in the future incur medical, hospital and related expenses, the exact

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

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

9 **FIFTH CAUSE OF ACTION**  
10 **(For Battery Against Defendants PANA, SCMCNM**  
11 **and Does 11-15, inclusive)**

12 78. Plaintiff realleges and incorporates herein by reference all of the allegations  
13 set forth in paragraphs 1 through 31 as though fully set forth herein.

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

17 80. On or about July 23, 2008 and at the majority of Plaintiff's dental  
18 appointments with PANA thereafter and in purported treatment of Plaintiff's ongoing  
19 dental complaints, Defendant PANA performed neural therapy on Plaintiff, intentionally  
20 administering injections of an unknown substance into tissue on Plaintiff's neck, cheek,  
21 top of her right ear, top of her shoulder, and in her abdomen in the region of her naval,  
22 treatment to which Plaintiff did not consent.

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

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

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

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

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

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

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

23 **SIXTH CAUSE OF ACTION**

24 **(For Intentional Misrepresentation Against Defendants**

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

26 87. Plaintiff realleges and incorporates herein by reference all of the allegations  
27 set forth in paragraphs 1 through 31 as though fully set forth herein.

28 88. On or about July 22<sup>nd</sup>, August 25<sup>th</sup>, September 3<sup>rd</sup> and December 1, 2008,



1 during Plaintiff's dental treatment, Defendant PANA falsely and fraudulently  
2 represented to Plaintiff that:

- 3 a. Plaintiff had mercury poisoning;
- 4 b. High levels of mercury would exacerbate Plaintiff's auto-immune disease;
- 5 c. Mercury poisoning could be diagnosed upon visual examination without  
6 conducting scientifically accepted and approved diagnostic testing and laboratory  
7 analysis; and
- 8 d. Defendant PANA possessed the requisite knowledge, expertise and  
9 experience to diagnose mercury poisoning.

10 89. 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. Amalgam fillings would not exacerbate Plaintiff's auto-immune disease;
- 14 c. Mercury poisoning could not be diagnosed without conducting scientifically  
15 accepted and approved diagnostic testing and laboratory analysis; and
- 16 d. Defendant did not possess the requisite knowledge, expertise and experience  
17 to diagnose mercury poisoning.

18 90. On or about July 22, 2008, during Plaintiff's dental treatment, Defendant  
19 PANA falsely and fraudulently represented to Plaintiff that:

- 20 a. That acupuncture treatments to portions of Plaintiff's body below her jawline  
21 would alleviate her dental symptoms;
- 22 b. That full-body massage on portions of Plaintiff's body below her jawline would  
23 alleviate her dental symptoms; and
- 24 c. That chiropractic treatment on areas of Plaintiff's body below her jawline and  
25 neck would alleviate her dental symptoms.

26 91. The above representations made by Defendant PANA were false. The true  
27 facts were that:

- 28 a. Acupuncture treatment below Plaintiff's jawline would not alleviate her dental

1 complaints;

2 b. Full-body massage below Plaintiff's jawline would not alleviate her dental  
3 complaints; and

4 c. Chiropractic treatments below Plaintiff's jawline and neck would not alleviate  
5 her dental complaints.

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

12 93. As a proximate result of the misrepresentations made by Defendants,  
13 Plaintiff was induced to undergo unwarranted and unnecessary dental and medical  
14 treatment.

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

20 95. As a further proximate result of the misrepresentations made by Defendants,  
21 Plaintiff has sustained, and will continue to sustain, disabling, serious and permanent  
22 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 sustained as a result thereof when ascertained.

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

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

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

11 **SEVENTH CAUSE OF ACTION**

12 **(For Negligent Misrepresentation Against Defendants**

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

14 99. Plaintiff realleges and incorporates herein by reference all of the allegations  
15 set forth in paragraphs 1 through 31 as though fully set forth herein.

16 100. On or about , July 22<sup>nd</sup>, August 25<sup>th</sup>, September 3<sup>rd</sup> and December 1, 2008,  
17 during Plaintiff's dental treatment, Defendant PANA negligently represented to Plaintiff  
18 that:

- 19 a. Plaintiff had mercury poisoning;
- 20 b. High levels of mercury would exacerbate Plaintiff's auto-immune disease;
- 21 c. Mercury poisoning could be diagnosed by visual examination without  
22 conducting scientifically accepted and approved diagnostic testing or laboratory  
23 analysis; and
- 24 d. Defendant PANA possessed the requisite knowledge, expertise and  
25 experience to diagnose mercury poisoning.

26 101. The above representations made by Defendant PANA were false. The  
27 true facts were that:

- 28 a. Plaintiff did not have mercury poisoning;

- 1 b. Amalgam fillings would not exacerbate Plaintiff's auto-immune disease;  
2 c. Mercury poisoning could not be diagnosed without conducting scientifically  
3 accepted and approved diagnostic testing or laboratory analysis; and  
4 d. Defendant PANA did not possess the requisite knowledge, expertise and  
5 experience to diagnose mercury poisoning.

6 102. On or about July 22, 2008, during Plaintiff's dental treatment, Defendant  
7 PANA falsely and fraudulently represented to Plaintiff that:

- 8 a. That acupuncture treatments to portions of Plaintiff's body below her jawline  
9 would alleviate her dental symptoms;  
10 b. That full-body massage on portions of Plaintiff's body below her jawline would  
11 alleviate her dental symptoms; and  
12 c. That chiropractic treatment on areas of Plaintiff's body below her jawline and  
13 neck would alleviate her dental symptoms.

14 103. The above representations made by Defendant PANA were false. The  
15 true facts were that:

- 16 a. Acupuncture treatment below Plaintiff's jawline would not alleviate her dental  
17 complaints;  
18 b. Full-body massage below Plaintiff's jawline would not alleviate her dental  
19 complaints; and  
20 c. Chiropractic treatments below Plaintiff's jawline and neck would not alleviate  
21 her dental complaints.

22 104. When Defendants made these representations, they had no reasonable  
23 ground for believing them to be true.

24 105. Defendants made such material misrepresentations with the intention of  
25 inducing Plaintiff to undergo an unnecessary and invasive dental treatment, as well as  
26 unnecessary and expensive medical treatment, all to Plaintiff's detriment.

27 106. Plaintiff, at the time Defendants made these representations, was ignorant  
28 of the falsity of Defendants' representations and believed them to be true. In justifiable

1 reliance on these representations, Plaintiff was induced to and did have performed  
2 unnecessary and invasive dental treatment, as well as unnecessary and expensive  
3 medical treatment, all of which Plaintiff would not have agreed to had she known the  
4 actual facts.

5 107. As a proximate result of the misrepresentations made by Defendants,  
6 Plaintiff was induced to undergo unwarranted and unnecessary medical and dental  
7 treatment.

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

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

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

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

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

6 **EIGHTH CAUSE OF ACTION**

7 **(For Statutory Violation of *Health & Safety Code §123110***

8 **Against All Defendants)**

9 113. Plaintiff realleges and incorporates herein by reference all of the  
10 allegations set forth in paragraphs 1 through 31 as though fully set forth herein.

11 114. Defendants, and each of them, are healthcare providers as defined in  
12 *Health & Safety Code §123105* who, during the course of Plaintiff's treatment, had  
13 access to Plaintiff's medical and dental patient records.

14 115. Pursuant to the mandate of *Health & Safety Code §123110*, Plaintiff, as  
15 a patient of Defendants, is entitled to inspect and to copy her patient records upon  
16 making a written request and providing the appropriate authorization.

17 116. On or about May 15, 2009, and on several dates thereafter up to and  
18 including February 1, 2010, Plaintiff has made a written request of Defendants, and  
19 each of them, for copies of her dental and medical records.

20 117. On or about February 1, 2010, Plaintiff made a written request of  
21 Defendants, as well as the CEO of Defendant SOUTH COAST MEDICAL CENTER  
22 FOR NEW MEDICINE, Patrick McCall, Esq. pursuant to *Evidence Code §1158* which  
23 should have allowed her to receive her dental and medical records within five (5) days  
24 from the date of request.

25 118. As of the date of the filing of this lawsuit, Plaintiff has been denied, and is  
26 continuing to be denied, access to her dental and medical patient records by  
27 Defendants, and each of them, in violation of her rights pursuant to *Health & Safety*  
28 *Code §123110*.

1 119. As a proximate result of the wrongful conduct of Defendants, and each of  
2 them, and their refusal to release to Plaintiff her patient records, Plaintiff has been  
3 denied the right to inspect and copy her patient dental and medical records.

4 120. As a further proximate result of the wrongful conduct of Defendants, and  
5 each of them, and their refusal to release to Plaintiff her patient records, Plaintiff has  
6 been denied the right to inspect and copy her patient dental and medical records and,  
7 as a result thereof, has sustained injury to her health, strength and activity, all of which  
8 injuries have caused and will continue to cause, Plaintiff great mental, physical and  
9 nervous pain and suffering. Plaintiff 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 WHEREFORE, Plaintiff SARAH HAYNES prays for judgment against  
12 Defendants, and each of them, as follows:

13 FOR THE FIRST CAUSE OF ACTION AGAINST DEFENDANTS SCMCNM  
14 AND CONNEALY:

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

22 FOR THE SECOND THROUGH SEVENTH CAUSES OF ACTION AGAINST  
23 DEFENDANTS PANA AND SCMCNM:

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

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- 6. For costs of suit incurred herein; and
  - 7. For such other and further relief as the Court deems just and proper.
- FOR THE EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS:
- 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 future loss of earnings and loss of earning capacity according to proof;
  - 5. For interest thereon at the legal rate;
  - 6. For costs of suit incurred herein; and
  - 7. For such other and further relief as the Court deems just and proper.

Dated: 2/15/10

LAW OFFICES OF DAVID J. WILZIG

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DAVID J. WILZIG  
Attorney for Plaintiff