

BEFORE THE MARYLAND HEALTH CARE
ALTERNATIVE DISPUTE RESOLUTION OFFICE

UPINDER SINGH, P.C.,
3019 Merritt Mill Road
Salisbury, MD 21804

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Claimant,

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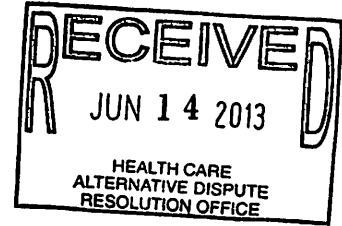
v.

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MOHAMED ELNADI,
1804 Meadow Cove Drive
Richardson, TX 75801

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Health Care Provider.

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STATEMENT OF CLAIM

Upinder Singh, P.C. (“Dental Practice”), by its attorneys,

hereby sue Mohamed Elnadi, D.D.S., (“Dr.

Elnadi”) for breach of a Professional Employment Agreement (“Agreement”), and states:

1. The Dental Practice is a professional corporation organized under the laws of the State of Maryland and provides dental services to the public. The Dental Practice is registered and qualified to do business in the State of Maryland. Its office is located at 3019 Merritt Mill Road, Salisbury, Maryland 21801.

2. The Dental Practice employed Dr. Elnadi, pursuant to an Agreement, from August 1, 2010 through February 1, 2012 to render professional services at the Dental Practice. A copy of the Agreement is attached as “**Exhibit 1**” and incorporated herein.

3. Dr. Elnadi is a Doctor of Dental Surgery and was licensed to practice dentistry in the State of Maryland at all relevant times herein.

4. Dr. Elnadi rendered professional services to the Dental Practice's patients while employed by the Dental Practice.

5. Following the expiration of the Agreement, Dr. Elnadi moved to Texas and brought suit in the United States District Court for the District of Maryland against the Dental Practice alleging "breach of contract," "loss of collections pursuant to Maryland Code Labor and Employment Article 3-501 through 3-507," "unjust enrichment," "fraud-intentional misrepresentation," "negligent misrepresentation," and "promissory estoppel." The Dental Practice filed an Answer and Counterclaim asserting a breach of contract claim against Dr. Elnadi. Dr. Elnadi moved to dismiss the counterclaim, arguing that the breach of contract claim was a dental malpractice action and, therefore, subject to the Maryland Health Care Malpractice Claims Act ("HCMCA").

6. By Memorandum Opinion dated April 30, 2013, the District Court dismissed the Dental Practice's breach of contract counterclaim without prejudice, opining that the Dental Practice was a "person" that may have suffered a "medical injury" as defined by Courts and Judicial Proceedings Article § 3-2A-02(a)(1), and, to the extent the Dental Practice's counterclaim presents a "borderline" case of medical injury, it should be presented to HCADRO before it is filed with the Court. A copy of the Court's Memorandum Opinion is attached as "**Exhibit 2.**"

7. In light of the Court's ruling, but without waiving its argument that its counterclaim is not subject to the HCMCA, the Dental Practice files this claim for economic damages arising from a "medical injury" as that term is defined in Section 3-2A-01(g) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

8. The events which give rise to this Statement of Claim occurred in Wicomico County, Maryland.

9. The amount of this claim exceeds \$30,000. As such, there would be initial jurisdiction in this Office and, in the event of waiver, subject matter jurisdiction in the circuit courts of this State or the United States District Court for the District of Maryland on the basis of diversity jurisdiction.

10. For all the above reasons, venue is appropriate in Wicomico County, Maryland or the Northern District of the United States District Court for the District of Maryland.

11. For all the above reasons, there is personal jurisdiction over the Dr. Elnadi.

12. Pursuant to the Agreement, Dr. Elnadi was charged with rendering professional services as a dentist to the very best of his ability and complying with all requirements, directions, requests, rules, and regulations made by the Dental Practice. *Exhibit 1 at ¶ 3.*

13. Dr. Elnadi breached the Agreement by failing to offer competent care to the Dental Practice's patients and adhere to ethical practices, including, but not limited to: performing fillings and extractions that were unnecessary, improperly performing fillings, root canals, and crowns, and suggesting and making night guards with no basis for doing so.

14. Dr. Elnadi also breached the Agreement by exhibiting unprofessional behavior in the workplace in complete disregard of the Dental Practice's directions, requests, rules and regulations.

15. Following the expiration of the Agreement, patients of the Dental Practice have presented to the Dental Practice with complaints about Dr. Elnadi and his dental work that he had performed on them during the term of the Agreement.

16. The pain and sensitivity complained of by Dr. Elnadi's patients was caused by Dr. Elnadi's lack of patient care.

17. The Dental Practice has had to fix and repair dental work performed by Dr. Elnadi on the Dental Practice's patients at no cost to the patient and at a substantial loss to the Dental Practice.

18. Following the expiration of the Agreement, the Dental Practice has learned that Dr. Elnadi installed crowns on the Dental Practice's patients without first removing tooth decay.

19. As a consequence of Dr. Elnadi failing to remove the decay, the Dental Practice was forced to perform a root canal in one particular case. The Dental Practice would not have had to perform the root canal had Dr. Elnadi adhered to the standard of care expected to dentists.

20. The Dental Practice has incurred laboratory and other costs in treating patients for pain and sensitivity caused by Dr. Elnadi's lack of patient care.

21. As a result of Dr. Elnadi's breach of the Agreement, the Dental Practice has suffered economic damages in excess of jurisdictional limits.

WHEREFORE, the Dental Practice demands judgment against Dr. Elnadi for damages in excess of the applicable jurisdictional limits, together with interest from the date of filing this Statement of Claim until judgment, costs, attorney's fees and other relief which is just and proper.

June 12, 2013

Attorneys for Claimant