

ORIGINAL FILED
Los Angeles Superior Court

AUG 22 2005

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6 LLP

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 NORTHWEST DISTRICT

11 GARY J. ORDOG, M.D.,) CASE NO. LC069840
12 Plaintiff,) [Assigned to for all purposes
13 vs.) Hon. Stanley Weisberg, Dept.
14 ALEXANDER ROBERTSON, IV, an) NW-D]
individual, KNOPFLER &) Complaint Filed: 11/12/2004
15 ROBERTSON, a Limited Liability) CROSS COMPLAINT
Partnership, ROBERTSON & VICK,)
16 LLP, a Limited Liability)
Partnership, and DOES 1 through)
17 50, inclusive,)
18 Defendants.)
19 _____)
ROBERTSON & VICK, LLP, Formerly)
20 known as KNOPFLER & ROBERTSON,)
LLP,)
21 Cross Complainant,)
22 -v-)
23 GARY J. ORDOG and DOES 1 THROUGH)
24 10, inclusive, Cross Defendants)
25 _____)

26 Cross-Complainant alleges;

27 1. Cross-Complainant at all times herein mentioned was
28 and still is a corporation duly organized and existing under the

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1 laws of the State of California.

2 2. Cross-Complainant is informed and believes that Cross-
3 Defendant, Gary J. Ordog was and still is an individual residing
4 in the County of Los Angeles in the State of California,
5 practicing as a physician and a surgeon in the County of Los
6 Angeles, California.

7 3. Cross-Complainant is unaware of the true names and
8 capacities of the Defendants sued herein as Doe 1 through Doe
9 10, inclusive, and each of them, and therefore sues those
10 defendants by such fictitious names. Each such fictitiously-
11 named defendant is legally liable to the cross-complainant for
12 the damages alleged in this cross-complaint. Cross-complainant
13 will amend the cross-complaint to state the true name and
14 capacity of each such fictitiously-named cross-defendant when
15 ascertained.

16 4. In or about early 1999, cross-defendant, Gary J. Ordog,
17 approached the cross-complainant's managing officer, Alexander
18 Robertson, IV, with a proposal to examine and evaluate some of
19 the cross-complainant's clients that were allegedly injured by
20 exposure to environmental toxins. Dr. Ordog represented himself
21 to be a highly-competent and accomplished expert in medical
22 toxicology. He claimed to have extensive, formal training in
23 medical toxicology. He claimed to have authored scholarly
24 writings including the text book, *Ellenhorn's Medical Toxicology;*
25 *Diagnosis and Treatment of Human Poisoning*. He described himself
26 as Head or Chief of the Department of Medical Toxicology at Henry
27 Mayo Newhall Memorial Hospital. He claimed experience as a
28 professor of internal medicine at UCLA. He explained that

1 certain blood tests generally accepted in the scientific
2 community were diagnostic of harmful exposure to mold toxins.

3 5. Alexander Robertson, IV, and other attorneys within the
4 law firm that is the cross- complainant here, believed Dr. Ordog
5 and relied on his representations and in reliance thereon did
6 refer clients to Gary J. Ordog for medical examination and
7 evaluation, and did pay Gary J. Ordog fees for this service.

8 6. Gary J. Ordog and his office personnel generated bills
9 to the cross-complainant for services including examinations,
10 evaluations, and report writing (herein collectively referred to
11 as "services") rendered with regard to individual clients
12 referred to him by the cross-complainant. The cross-complainant
13 relied on the accuracy and truthfulness of those bills.

14 7. In reliance from the accuracy and truthfulness of bills
15 for services, generated by Gary J. Ordog and transmitted to the
16 cross-complainant for payment, and in reliance on the
17 truthfulness of Dr. Ordog's representations about his background,
18 training, experience, authorship, validity of his methods and
19 professed competence as a medical expert, the cross-complainant
20 paid to Gary J. Ordog the sum of at least \$98,300.

21 **FIRST CAUSE OF ACTION**

22 Against Gary J. Ordog and DOES 1 through 5, inclusive, and each
23 of them, for deceit.

24 8. Cross- complainant repeats and re-alleges the
25 allegations contained in paragraphs 1 through 7 inclusive of the
26 cross-complaint.

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1 9. Dr. Ordog's representations about his training,
2 background, experience, authorship, accomplishments and
3 competence, and about his recommended blood tests, were false,
4 and Gary J. Ordog knew them to be false at the time he made the
5 representations.

6 10. In fact, Gary J. Ordog had no formal training in
7 medical toxicology. He was not Head or Chief of any Department
8 of Medical toxicology, at Henry Mayo Newhall Memorial Hospital or
9 any other facility. He had not been a professor of internal
10 medicine, or of any other subject, at UCLA. He was not an author
11 of any textbook; his claims of authorship were substantially and
12 materially overstated. He was not an author of the textbook,
13 *Ellenhorn's medical toxicology; diagnosis and treatment of human*
14 *poisoning*. The blood tests that he touted in fact were not
15 accepted in the scientific community as being diagnostic of
16 exposure to mold toxins, or any other pathology, and had
17 negligible, if any, forensic value. Further, the cross-
18 complainant is informed and believes that Dr. Ordog's bills
19 represented that unperformed services had been performed.

20 11. As a result of the cross-complainant's reliance on the
21 material misrepresentations, and each of them, made to the cross-
22 complainant by Gary J. Ordog and DOES 1 through 5, inclusive, and
23 each of them, the cross-complainant has been damaged in the sum
24 of at least Ninety Eight Thousand Three Hundred Dollars (\$98,300).

25 12. Gary J. Ordog knowingly and purposely deceived and
26 defrauded the cross-complainant and is therefore liable for
27 punitive and exemplary damages in the amount of at least Three
28 Hundred Thousand Dollars (\$300,000).

1 complainant is informed and believes that Dr. Ordog's bills
2 represented that unperformed services had been performed.

3 16. As a result of the cross-complainant's reliance on the
4 material misrepresentations, and each of them, made to the cross-
5 complainant by Gary J. Ordog and DOES 1 through 15, inclusive,
6 and each of them, the cross-complainant has been damaged in the
7 sum of at least Ninety Eight Thousand Three Hundred
8 Dollars (\$98,300).

9 17. The cross-defendant did not discover in the exercise
10 of reasonable diligence could not have discovered the fraud and
11 deceit committed by Dr. Ordog until a time within two (2) years
12 before the filing of this cross-complaint.

13 Wherefore, cross-complainant prays for relief, as follows:

- 14 1. For damages in the amount of \$98,300,;
- 15 2. For punitive and exemplary damages in the amount of
16 \$300,000;
- 17 3. For interest on all sums awarded, from the date that
18 the cross-complainant's payments were paid;
- 19 4. For costs asuit herein; and
- 20 5. For such other and further relief as is just and
21 proper.

22 DATED: August 19, 2005

23 ROBERTSON & VICK, LLP

24
25 By: 

26 ROBERT NATION
27 Attorneys for Defendants
28 ALEXANDER ROBERTSON, IV, an
individual, ROBERTSON &
VICK, LLP, FORMERLY KNOWN AS
KNOPFLER & ROBERTSON, LLP

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& VICK, LLP

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PROOF OF SERVICE


STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 26050 Mureau Rd., Suite 102, Calabasas, California 91302.

On August 19, 2005, I served the foregoing document described as **CROSS COMPLAINT** on the interested parties in this action by overnight delivery, for delivery by the close of business on the next business day, by placing a true copy thereof into a separate envelope, designated by the express service carrier named herein, with overnight delivery fees thereon fully paid or provided for, separately addressed to each of the parties at the address(es) stated on the attached Service List, and by then sealing each such envelope and causing it to be placed into a deposit box regularly maintained by the express service carrier, Overnite Express.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 19, 2005, at Calabasas, California.



ANGELA MEICHELBOCK

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ORDOG V. ROBERTSON, ET AL.

FILE NUMBER: 9600.0035

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