# $\sum_{i=1}^{THE} \begin{vmatrix} THE \\ DENTAL \\ EXPERT \end{vmatrix}$

Dr. Jay S. Grossman, D.D.S. Professor of Dental Medicine General, Cosmetic, Laser, & Implant Dentistry The-Dental-Expert (a) 11980 San Vicente Blvd., Suite 507 Brentwood, CA 90049 (p) 310 – 820 – 0123 (w) www.expertwitness.dental (e) jaygrossmandds@gmail.com

# Dental Expert Witness for Malpractice, Injury, and QME

As of December 2024, I have reviewed more than 1,080 cases as a dental expert for malpractice, injury, and peer review, averaging approximately 48% for the plaintiff and 52% for the defense.

I have been deposed over 150 times, in Superior Court over 75 times, and have never been disqualified by a trial judge.

At least 95% of my time is spent in patient care. I can be counted on to be ethical, competent, prepared, analytical, and articulate at depositions, arbitrations, and court appearances.

# **PROFESSIONAL EXPERIENCE**

| 2019 — Present | Adjunct Professor, Cariology & Comprehensive Care                   |
|----------------|---|
|                | NYU College of Dentistry  |
| 1992 — Present | Assistant Clinical Professor at UCLA School of Dentistry            |
|                | Lecturing and supervising students in a clinic and classroom        |
|                | setting, supervising externship program                             |
| 2012 — 2018    | Clinical Professor of Dental Medicine Western University College of |
|                | Dental Medicine. Set up off-campus facilities for pediatric         |
|                | externships that currently treat 15,000 children/year for free      |
| 1991 — Present | General, Cosmetic, Laser & Implant Dentistry Private Practice       |
|                | Brentwood, CA, serving over 15,000 patients on a fee-for-service    |
|                | basis   |
| 1989 — 1991    | Lieutenant, United States Navy, Long Beach, CA                      |
|                | General dentistry, Endodontics, emergency medicine                  |
|                |   |
|                |   |

## **EDUCATION**

| 1984 — 1988 | New York University College of Dentistry - DDS degree            |
|-------------|--|
| 1988 — 1989 | Residency, AEGD, NYU College of Dentistry                        |
| 2023        | Honorary Doctorate, Doctor of Medical Science for public service |

# DENTAL EXPERT

Dr. Jay S. Grossman, D.D.S. Professor of Dental Medicine General, Cosmetic, Laser, & Implant Dentistry The-Dental-Expert (a) 11980 San Vicente Blvd., Suite 507 Brentwood, CA 90049 (p) 310 – 820 – 0123 (w) www.expertwitness.dental (e) jaygrossmandds@gmail.com

# LICENSURE

- 2019 New Mexico #DD5223
- 2013 Florida Expert Witness #416: Exp 2/27
- 2003 Nevada #4541
- 1990 California #38686
- 1988 New York #41901 and National Dental Board, which allows me to opine in 42 states when combined with the NERBS, CA, NV, New Mexico & Florida.

## **PROFESSIONAL RECOGNITION**

| 2023           | NYU Change-maker award   |  |  |
|----------------|--|--|--|
| 2017 — Present | Nominated as one of America's Best Dentists: As determined by      |  |  |
|                | peers, patients, research by nominating committee                  |  |  |
| 2019           | NYU Strusser Award for Outstanding Contributions                   |  |  |
|                | to Improving Public Health   |  |  |
| 2015           | Letters of Commendation for Homeless Not Toothless from the US     |  |  |
|                | Navy, Several LA Council members, the Mayor of Los                 |  |  |
|                | Angeles, Senators from CA, President Obama                         |  |  |
| 2014 — Present | Named "Super Dentist" by peers and featured in LA Magazine         |  |  |
| 2015 — Present | Doctors Choice Award & Best of LA Award American                   |  |  |
| 2011 — Present | Noble Bio Care, Bronze Award: Excellence in Implant Dentistry      |  |  |
| 2009           | Invisalign Summit finalist; delivered more than 25,000 trays       |  |  |
| 1992 — Present | Homeless Not Toothless founder, providing \$11 Million in pro-bono |  |  |
|                | care to unhoused Veterans and foster children                      |  |  |
| 1998 — Present | Cardiopulmonary Resuscitation Instructor                           |  |  |
| 2010 — Present | Best Cosmetic Dentist Award in So. Cal by 5W                       |  |  |
| 2009 — Present | Talk of the Town award for excellence in patient satisfaction      |  |  |
| 2004 — Present | Member FBI Citizens Academy  |  |  |
| 2003           | Department of Defense Acknowledgment for HNT non-profit            |  |  |
|                |  |  |  |

### **PROFESSIONAL AFFILIATIONS**

- 2019 Present QME certified by the VA Hospital for IME's
- 2018 Present American Legion
- 2013 Present Academy of Cosmetic Orthodontics
- 2000 Present Medical Disciplinary Committee, Delta Dental
- 1995 2008 Peer Review Committee, California Dental Association
- 1989 Present Member of California Dental Association
- 1984 Present Member of the American Dental Association



# DENTAL EXPERT WITNESS FEES

# Review of Records, phone consultation, and correction of my deposition: \$850/hour, minimum 4 hours (\$3,400 retainer)

#### **Deposition**, IME:

The deposition fee is \$1950 for up to 2 hours, then \$850/hour (billed in 20minute increments) plus travel at \$850/hour. All outstanding invoices must be satisfied before depositions or trials, and the deposition fee must be received at least 14 days before the deposition so that I can cancel patients. Due to my inability to rebook patients in this short period, there is no refund for canceling, rescheduling, or settling the case within 14 days of the deposition or IME date.

# No Show or less than 10-day cancellation of IME or Deposition:

A flat rate of \$1,950.

#### Trial / Arbitration / Mediation / Day Rate:

\$10,000 for any part of the day, plus prep time. Fees must be paid 14 business days before trial, arbitration, mediation, or event that requires day rate; there is no refund for cancellation, rescheduling, or settlement of the case within 14 days of the date due to my inability to rebook patients in this short period. If travel out-of-state is required, at least one additional day will be charged, plus travel expenses. I will book my transportation and hotel once paid. The typical cost for out-of-state travel is three days: travel to the state, one day on the stand, one day to travel home, plus hotel, airfare, and prep.

#### Web Addresses:

Website:

https://www.conciergedentistry.com/

Current Expert CV, W9, testimonials and news releases:

https://www.conciergedentistry.com/expert-testimony

Scroll to the bottom of the page to choose the file you need



# Attorney Engagement Agreement with Dr. Jay Grossman for Expert Testimony: (please fill out and return pgs 4-6)

Attorney Engagement Agreement with Dr. Jay Grossman for Expert Testimony: page 1 of 3

| Date of Engagement:   |                            |  |  |  |
|---|----------------------------|--|--|--|
| Representing: Plaintiff   | Defendant / Respondent     |  |  |  |
| Name of person you are representing:  |                            |  |  |  |
| Claim Number &/or SS#:  |                            |  |  |  |
| Name of Attorney:   |                            |  |  |  |
| Name of Law Firm:   |                            |  |  |  |
| Attorney's Address:   |                            |  |  |  |
| Attorney's Direct Work Phone No:  | Attorney's Fax No:         |  |  |  |
| Attorney's Cell Phone No. ( <mark>very important</mark> ):                              |                            |  |  |  |
| Attorney's Direct Email (very important): _   |                            |  |  |  |
| Paralegal / Assistant: Name, Direct Phone No.:  |                            |  |  |  |
| Paralegal / Assistant: Name, Direct email:  |                            |  |  |  |
| Date of Trial:  | Plaintiff's Date of Birth: |  |  |  |
| DOL / Date of Injury / Accident:  |                            |  |  |  |
| Name of Opposing Party:   |                            |  |  |  |
| Counsel of Opposing Party (Firm & Lawyer):  |                            |  |  |  |
| Brief description of the allegation(s): Please include specific teeth numbers if known: |                            |  |  |  |



Attorney Engagement Agreement with Dr. Jay Grossman for Expert Testimony: page 2 of 3

#### Send all documents for review to

jaygrossmandds@gmail.com or by mail Dr. Jay Grossman 11980 San Vicente Blvd. Suite 507 Los Angeles, CA 90049

#### Mail payments to:

Dr. Jay Grossman Attn: Accounts Receivable 23838 Pacific Coast Highway, #844 Malibu, CA 90265-9994 Or pay by Wire, Zelle or PayPal

## To Whom It May Concern:

Thank you for engaging my expert witness services. This letter will set forth the scope of my representation and the basic financial arrangements for which I have agreed to serve as your expert.

#### **Scope of Representation**

1. <u>**Client:**</u> You have engaged me to opine as a dental expert. The fees are expected to be paid within <u>21 days of billing receipt</u> and are ultimately your responsibility as you represent your client. If you require your client or an insurance company to pay my fees, work will start once the retainer is received. All past-due payments must be satisfied before deposition, arbitration, or trial. Regardless of whether a third party is paying my invoices, you are ultimately responsible for satisfying any billing generated on your client's behalf.

2. <u>Scope of Work:</u> My job is to review the documents you provide, call with a verbal report, and only give a written report if requested. I am available for arbitration, deposition, and court and provide an IME and written report when needed.

3. **No Guarantee of Outcome or Estimates:** I do not guarantee the outcome or disposition of any matter in which I am representing you. You agree to pay my fees and other charges regardless of any outcome. I need to review the case before determining its validity and outcome.

(initials)



Attorney Engagement Agreement with Dr. Jay Grossman for Expert Testimony: page 3 of 3

#### **Financial Arrangements**

Every matter I handle has at least two components to the financial arrangements: Retainer and Basis of Billing. Below are those components as they apply.

- <u>Retainer.</u> To start reviewing all cases, a \$3,400 retainer is required. This is calculated hourly at \$850/hour, with a 4-hour minimum. Once the case and retainer are received, the retainer is nonrefundable. Please make the check payable to "Dr. Jay Grossman." If the number of records received exceeds 4 hours, I will bill based on the time needed to review the documents you sent.
- 2. <u>Basis of Billing.</u> I will bill you monthly for services rendered, expenses incurred, and incidental in-house services provided. Billing is hourly, in one-tenth-hour (six-minute) increments. The hourly rate is <u>\$850/hour</u> for the review of records, phone consultation, depositions, correction of my deposition, and IME. My rate for court appearances, trial, and arbitration is \$10,000 per day plus prep, travel, and attorney meetings, and must be paid 14 days before trial to cancel scheduled patients. There are no refunds if a case settles or is rescheduled for a later date once I am paid to show at trial, as I cannot reschedule an entire day's worth of patients.

Thank you again for retaining me as your expert. I appreciate the confidence that you have placed in me and look forward to a mutually satisfactory relationship.

Very truly yours,

Dr. Jay Ø. Grossman

Dr. Jay Grossman, D.D.S.

I confirm that I have read, understood, and agreed to the terms and conditions expressed in the above letter and the attached Terms and Conditions.

| On behalf of (client): |        |
|------------------------|--------|
| Attorney Name:         |        |
| Attorney Signature:    | Dated: |