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

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 Jan 2024, I have reviewed over 1,000 cases as a dental expert for malpractice, injury, and peer review, averaging approximately 49% for the plaintiff and 51% 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 (Volunteer) 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

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LICENSURE

- 2019 New Mexico #DD5223
- 2013 Florida Expert Witness Cert DNEW34
- 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 \$10 Million in pro-bono care
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 Homeless Not Toothless

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:

\$850/hour (billed in 20-minute increments) plus travel at the same rate, minimum 2 hours. All outstanding invoices must be satisfied before depositions or trials.

No Show or less than 7-day cancellation of IME or Deposition:

A flat rate of \$1,700 (which equates to my 2-hour fee)

Trial or Arbitration:

\$10,000 for any part of the day, plus prep and phone conversations with the attorney. Must be paid 14 business days before trial or arbitration; 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:

http://drjaydds.com/

Current Expert CV, W9 & testimonials:

www.expertwitness.dental

Click on "expert CV and testimony for current CV."

News Releases:

www.expertwitness.dental

Click on "Media coverage / write-ups" for an up-to-date list of over 290 write-ups, articles authored, TV/radio interviews, and awards.



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. (very important	():			
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

5

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 if a third party is paying my invoices, you are ultimately responsible for satisfying any billing generated on your client's behalf.

2. **Scope of Work:** My job is to Review documents that you provide, call with a verbal report and only give a written report if requested, be available for arbitration, deposition, and court, and give 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, and you agree to pay my fees and other charges regardless of any outcome. I need to review the case before I can determine its validity and outcome.

(initials)



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.

- 1. <u>Retainer.</u> A \$3,400 retainer is required to start reviewing all cases. This is calculated at an hourly rate of \$850/hour, with a 4-hour minimum. Once the case and retainer are received, the retainer is nonrefundable. Please make check payable to "Dr. Jay Grossman."
- 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 \$850/hour 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 S. Grossman

Dr. Jay Grossman, D.D.S.

I confirm that I have read, understand, and agree 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: _____