

San Francisco Superior Courts
Information Technology Group

Document Scanning Lead Sheet

Mar-25-2008 4:19 pm

Case Number: CGC-08-472522

Filing Date: Mar-24-2008 4:18

Juke Box: 001 Image: 02068443

COMPLAINT

STEVEN D.C. BIEGEL VS. CHRISTOPHER NORBERG et al

001C02068443

Instructions:

Please place this sheet on top of the document to be scanned.

1 Eric L. Nordskog, Esq., SBN 120935
2 LAW OFFICES OF ERIC L. NORDSKOG
3 #34445
4 PO Box 7775
5 San Francisco, California 94120-7775

6 Tel (415) 515-3372
7 Fax (415) 704-3097

8 Attorneys for Plaintiff
9 Steven Biegel, D.C.

FILED
Superior Court of California
County of San Francisco

MAR 24 2008

BY: GORDON PARK LI, Clerk
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

12 STEVEN BIEGEL, D.C.

13 Plaintiff,

14 v.

15 CHRISTOPHER NORBERG,

16 AND DOES 1 TO 25, inclusive,

17 Defendants.

Case No. CGC 08-472522

FIRST AMENDED COMPLAINT FOR
DAMAGES

18
19
20 Plaintiff alleges:

21
22 1. Defendant CHRISTOPHER NORBERG is and at all times herein mentioned was a
23 resident of the City and County of San Francisco, California.

24
25 2. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
26 DOES 1-25, inclusive, and therefore sues these defendants by such fictitious names.

27 Plaintiff will amend this complaint to allege their true names and capacities when
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged. and that plaintiff's damages as herein alleged were proximately caused by their conduct.

3. Defendants CHRISTOPHER NORBERG, and DOES 1 TO 25 at all times herein mentioned were the agents and employees of their codefendants CHRISTOPHER NORBERG, and DOES 1 TO 25, and in doing the things hereinafter alleged were acting within the course and scope of such agency and with the permission and consent of their codefendants.

FIRST CAUSE OF ACTION

(Defamation—Libel)

4. Plaintiff incorporates paragraphs 1 through 3 as though fully set forth herein.

5. At all times herein mentioned, plaintiff was, and now is, a Chiropractor duly licensed by the State of California and practicing in the City and County of San Francisco, State of California for eight years and at all times has enjoyed a good reputation both generally and in his occupation.

6. On or about November 16, 2007, defendant, a former patient of plaintiff, published a written statement online at Yelp.com, in a section posting reviews of the San Francisco chiropractic services of Steven Biegel, D.C., Q.M.E., the content of which is attached hereto as Exhibit A and made a part hereof.

7. The publication was made about and concerning the plaintiff and was so understood by those who read the publication.

1 8. The following statements are false as they apply to the plaintiff:

2 a) "A friend told me to stop going, cause Dr. Biegel billed his insurance company
3 funny awhile before "

4 b) "So, I saw the guy for 2 visits, expected a bill for about 125 bucks... So ends up,
5 Diegel billed me for over \$500. I called to pay, and he couldn't give me a straight answer
6 as to why the jump in price, we got into an argument..."

7 c) "He called me back to cover his ass, and had reasons as to why he could bill for
8 the extra amount, then tells me he would still write it off because he wanted to keep his word
9 from the previous conversation. One reason he gave me, was that he runs a business and
10 would stick it to insurance companies (even though that drives my premiums up, and makes
11 me wonder who else he sticks it to.)"

12 d) The next day I received a voicemail from the receptionist, she told me that she
13 talked to my insurance company and found out that my case settled, and even though it was
14 for an amount less than expected, they felt I owed them \$125.

15 e) [I was a bit put off by the fact that] "he wasn't keeping his word anymore..."

16 f) [I don't think good business means charging people whatever you feel like hoping
17 they'll pay without a fuss.] "Especially considering that I found a much better, honest
18 chiropractor."

19
20 9. Each statement described in paragraph 7, above, is libelous on its face. It clearly
21 exposes plaintiff to hatred, contempt, ridicule, and obloquy because

22 a) the statement in 7 a) above, "...billed his insurance company funny" suggests
23 plaintiff is dishonest.

24 b) the statement in 7 b) above, "...he couldn't give me a straight answer" suggests
25 plaintiff was billing in a fraudulent and dishonest manner.

26 c) the statement in 7 c) above "He called me back to cover his ass, and had reasons
27 as to why he could bill for the extra amount" suggests that plaintiff dishonestly made up
28

1 false reasons which excused his billing practices. "One reason he gave me, was that
2 he...would stick it to insurance companies," suggests that plaintiff dishonestly and
3 fraudulently bills insurance companies "(even though that drives my premiums up, and
4 makes me wonder who else he sticks it to)" suggests plaintiff dishonestly and fraudulently
5 bills his other patients, and other business entities he deals with in his business.
6

7
8 10. These statements contained in defendant's review posted online on yelp.com were
9 seen and read by thousands, if not tens of thousands of consumers and prospective
10 patients of plaintiff, as well as professional colleagues, who reside in and around the San
11 Francisco Bay Area, and were no doubt seen and read by many persons outside of the Bay
12 Area.

13
14 11. As a proximate result of the above-described publication, plaintiff has suffered loss of
15 his reputation, shame, mortification, and hurt feelings all to his general damage.

16
17 12. As a further proximate result of the above-described publication, plaintiff has suffered
18 the following special damages: injury to his business and profession, all to his injury.

19
20 13. The above-described publication was published by the defendant with malice,
21 oppression and fraud in that:

22 a) defendant knew and understood before his publication, that plaintiff lawfully and
23 ethically utilized a billing practice offering a "time of service" discount to persons paying at
24 the time of their visit, which is more efficient and less costly than filling out extra forms,
25 billing the patient's insurance company, answering any insurance representative's
26 questions, and waiting sometimes up to a year for payment;
27
28

1 b) defendant in his bodily injury claim utilized plaintiff's (higher) bill to the adverse
2 party's insurance company to maximize and settle defendant's claim, and then intended to
3 pay plaintiff nothing;

4 c) defendant falsely and knowingly stated to plaintiff, in a telephone conversation,
5 that he was a prospective patient inquiring about office billing, when that was a pretext: in
6 fact he was a former patient of plaintiff;

7 d) defendant falsely and knowingly stated to plaintiff, in a telephone conversation,
8 that his bodily injury claim had not settled, when in fact it had.

9 e) after defendant's publication, plaintiff in writing requested a retraction of said
10 publication, but plaintiff refused to do so.

11 Thus plaintiff seeks an award of punitive damages to punish defendant by way of example,
12 and to deter similar conduct in the future.

13 WHEREFORE, plaintiff prays for judgment as set forth below.

14
15 **SECOND CAUSE OF ACTION**

16 (False Light—invasion of privacy)

17 14. Plaintiff incorporates paragraphs 1 through 13 as though fully set forth herein.

18 15. On or about November 16, 2007, defendant, without plaintiff's consent, invaded
19 plaintiff's right to privacy by publishing a review on Yelp.com about plaintiff, which falsely
20 stated that plaintiff in his chiropractic practice defrauded insurance companies and patients
21 in billing for services, would "stick it" to insurance companies, was evasive in responding to
22 questions about billing practices, was dishonest and broke promises.

23
24 16. The disclosure by defendant created publicity in the sense of a public disclosure to a
25 large number of people in that it was published on the internet on the website yelp.com
26
27
28

1 17. The publicity created by defendant placed plaintiff in a false light in the public eye in that
2 the review contained false statements and inaccuracies which incorrectly portrayed
3 plaintiff as dishonest, cheating insurance companies and patients out of his own greed
4 while trying to cover it up; uncaring about his patients, trying to evade their questions
5 about his billing practices, and breaking promises made to patients.
6

7 18. The publicity created by defendant was offensive and objectionable to plaintiff and to a
8 reasonable person of ordinary sensibilities in that it made plaintiff the object of scorn and
9 distrust.
10

11 19. The publicity created by defendant was done with malice in that it was made either with
12 knowledge of its falsity or in reckless disregard of its truth in that

13 a) defendant knew and understood before publishing his review, that plaintiff lawfully
14 and ethically utilized a billing practice offering a "time of service" discount to persons paying
15 at the time of their visit, which is more efficient and less costly than filling out extra forms,
16 billing the patient's insurance company, answering any insurance representative's
17 questions, and waiting three to four months for payment;

18 b) defendant in his bodily injury claim utilized plaintiff's (higher) bill to the adverse
19 party's insurance company to maximize and settle defendant's claim, and then intended to
20 pay plaintiff nothing;

21 c) defendant falsely and knowingly stated to plaintiff, in a telephone conversation,
22 that he was a prospective patient inquiring about office billing, when that was a pretext: in
23 fact he was a former patient of plaintiff;

24 d) Defendant falsely and knowingly stated to plaintiff, in a telephone conversation,
25 that his bodily injury claim had not settled, when in fact it had.

26 e) after defendant's publication, plaintiff in writing requested a retraction of said
27 publication, but plaintiff refused to do so.
28

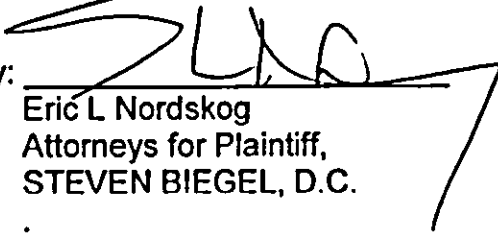
1 20. The above-described publication was published by the defendant with malice,
2 oppression and fraud, and plaintiff is entitled to punitive damages against Defendants
3 and each of them.
4

5 WHEREFORE, plaintiff prays judgment against defendants, and each of them, as follows:
6

- 7 1. For general damages in excess of the minimum jurisdiction of this court according to
8 proof.
9 2. For special damages in excess of the minimum jurisdiction of this court according to
10 proof.
11 3. For punitive damages.
12 4. For costs of suit incurred herein.
13 5. For such other and further relief as the court may deem proper.
14

15
16 DATED: March 18, 2008

Respectfully submitted,
LAW OFFICES OF ERIC L NORDSKOG

17
18
19 By: 
20 Eric L Nordskog
21 Attorneys for Plaintiff,
22 STEVEN BIEGEL, D.C.
23
24
25
26
27
28

1 star rating
11/16/2007

So, I saw the guy for 2 visits, expected a bill for about 125 bucks. A friend told me to stop going, cause Dr. Biegel billed his insurance company funny awhile before. I stopped going, and told them I would call back when I could go back in. The receptionist called me numerous times very aggressively trying to get me to come back, to the point that she was pretty much telling me to schedule an appointment. I definitely didn't feel comfortable with their tactics.

I didn't have insurance, but because my injury was due to a car accident, I ended up filing a lawsuit. So ends up, Biegel billed me for over \$500. I called to pay, and he couldn't give me a straight answer as to why the jump in price, we got into an argument and he ended up telling me to forget the whole thing, and that he would write it off, and acted like he was doing me a favor.

He called me back to cover his ass, and had reasons as to why he could bill for the extra amount, then tells me he would still write it off because he wanted to keep his word from the previous conversation. One reason he gave me, was that he runs a business and would stick it to insurance companies (even though that drives my premiums up, and makes me wonder who else he sticks it to.)

The next day I received a voicemail from the receptionist, she told me that she talked to my insurance company and found out that my case settled, and even though it was for an amount less than expected, they felt I owed them \$125.

I was a bit put off by the fact that he wasn't keeping his word anymore, but the bill was correct this time, and my intentions were never to get out of paying my bill. I payed the bill, and he still acts like he's doing me a favor by charging me what he told me he would.

I don't think good business means charging people whatever you feel like hoping they'll pay without a fuss. Especially considering that I found a much better, honest chiropractor.

EXH. A

to First Amended Complaint
to Biegel v. Norberg
SF Sup. No. CGC 08-472522