

11/7
NOVEMBER 2003

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet



PLAINTIFF'S NAME Herbert J. Nevyas, M.D.	DEFENDANT'S NAME Dominic Morgan 000946
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PLAINTIFF'S ADDRESS 1528 Walnut Street Philadelphia, PA 19102	DEFENDANT'S ADDRESS 3360 Chichester Avenue, #M-11 Boothwyn, PA 19061
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PLAINTIFF'S NAME Anita Nevyas-Wallace, M.D.	DEFENDANT'S NAME
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PLAINTIFF'S ADDRESS 1528 Walnut Street Philadelphia, PA 19102	DEFENDANT'S ADDRESS
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PLAINTIFF'S NAME Nevyas Eye Associates	DEFENDANT'S NAME
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PLAINTIFF'S ADDRESS 1528 Walnut Street Philadelphia, PA 19102	DEFENDANT'S ADDRESS
---	---------------------

TOTAL NUMBER OF PLAINTIFFS 3	TOTAL NO. OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
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AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Other: _____	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition	<input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals	<input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival
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CASE TYPE AND CODE (SEE INSTRUCTIONS)
E1 E-3

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)
E1

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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TO THE PROTHONOTARY:
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY Andrew Lapat	ADDRESS (SEE INSTRUCTIONS) Stein & Silverman, P.C. 230 S. Broad Street, 18th Fl. Philadelphia, PA 19102
PHONE NUMBER 215-985-0255	FAX NUMBER 215-985-0342

SUPREME COURT IDENTIFICATION NO. 55673	E-MAIL ADDRESS andy@steinandsilverman.com
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SIGNATURE 	DATE 11/7/03
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M. CORNAGLIA
PRO. PROTHY

NOV - 7 2003

STEIN & SILVERMAN, P.C.
BY: Andrew Lapat, Esquire
Attorney Identification No. 55673
230 South Broad Street, 18TH Floor
Philadelphia, PA. 19102
(215) 985-0255

ATTEST
Attorney for Plaintiffs Dr. Herbert Nevyas
And Dr. Anita Nevyas-Wallace

HERBERT J. NEVYAS, M.D.; :
1528 Walnut Street :
Philadelphia, PA 19102 :
and :
ANITA NEVYAS-WALLACE, M.D.; :
1528 Walnut Street :
Philadelphia, PA 19102, :
and :
NEVYAS EYE ASSOCIATES, P.C. :
1528 Walnut Street :
Philadelphia, PA 19102 :
Plaintiffs :
vs. :
DOMINIC MORGAN :
3360 Chichester Avenue, #M-11 :
Boothwyn, PA 19061, :
Defendant. :

COURT OF COMMON PLEAS
Philadelphia County

NOVEMBER TERM, 2003
NO.:

NOVEMBER 2003

000946

CIVIL ACTION COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
Telephone: 215-238-1701

AVISO

Le Han demando a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de las comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
One Reading Center
Filadelfia, Pennsylvania 19107
Telefono: 215-238-1701

STEIN & SILVERMAN, P.C.
BY: Andrew Lapat, Esquire
Attorney Identification No. 55673
230 South Broad Street, 18TH Floor
Philadelphia, PA. 19102
(215) 985-0255

Attorney for Plaintiffs Dr. Herbert Nevyas
And Dr. Anita Nevyas-Wallace

HERBERT J. NEVYAS, M.D.; :
1528 Walnut Street :
Philadelphia, PA 19102 :
and :
ANITA NEVYAS-WALLACE, M.D.; :
1528 Walnut Street :
Philadelphia, PA 19102, :
and :
NEVYAS EYE ASSOCIATES, P.C. :
1528 Walnut Street :
Philadelphia, PA 19102 :
Plaintiffs :
vs. :
DOMINIC MORGAN :
3360 Chichester Avenue, #M-11 :
Boothwyn, PA 19061, :
Defendant. :

COURT OF COMMON PLEAS
Philadelphia County

NOVEMBER TERM, 2003
NO.:

CIVIL ACTION COMPLAINT

PARTIES

1. Plaintiff Herbert Nevyas, M.D. is a medical doctor specializing in ophthalmology with an office located at 1528 Walnut Street, Philadelphia, PA. A portion of the harm suffered by the Plaintiff occurs in Philadelphia where the Plaintiff has professional offices.
2. Plaintiff Anita Nevyas-Wallace, M.D. is a medical doctor specializing in ophthalmology with an office located at 1528 Walnut Street, Philadelphia, PA. A portion of the harm

suffered by the Plaintiff occurs in Philadelphia where the Plaintiff has professional offices.

3. Plaintiff Nevyas Eye Associates, P.C. (“NEA”) is a corporation involved in providing ophthalmological services to patients across the Delaware Valley. NEA has an office located at 1528 Walnut Street, Philadelphia, PA. A portion of the harm suffered by the Plaintiff occurs in Philadelphia where the Plaintiff has professional offices.
4. Defendant Dominic Morgan (“Morgan”) is an individual residing at 3360 Chichester Avenue, #M-11, Boothwyn, PA.

FACTS

5. Morgan had Lasik surgery performed by Dr. Nevyas-Wallace in April of 1998 and was unhappy with the result.
6. Lasik surgery is always an elective procedure and Morgan chose to have such surgery. There was no medical reason compelling such a choice.
7. Lasik surgery is a process by which the cornea is reshaped in order to reduce or eliminate the need for corrective lenses.
8. On or about April 19, 2000, Morgan filed a complaint alleging medical negligence against the instant Plaintiffs, the other doctors in their medical practice and against the professional corporation.
9. Ultimately, Morgan dismissed all defendants except Dr. Nevyas-Wallace from the action and proceeded to binding arbitration.
10. At the conclusion of the arbitration proceeding, the arbitrator returned a defense verdict.
11. Due to a pre-arranged high-low agreement, Morgan received the “low” payment.

12. During the discussions concerning the terms of the arbitration which occurred in January and February, 2003, Morgan refused to agree to any confidentiality provisions.
13. Morgan was disappointed with the result of the Lasik surgery and wanted to cause substantial and grave harm to Dr. Nevyas and Dr. Nevyas-Wallace and their medical practice, NEA.
14. At least as early as the beginning of 2003, Morgan created a website which intentionally and maliciously defamed Dr. Nevyas and Dr. Nevyas-Wallace.
15. Upon information and belief, Morgan's attorney in the malpractice action, Steven Friedman called the arbitrator and asked him if he would sue if his name appeared in the website Morgan was preparing. The arbitrator answered affirmatively and his name did not originally appear on the website.
16. On or about July 30, 2003, Dr. Nevyas received an anonymous telephone call directing him to the web address - www.lasiksucks4u.com. The website has multiple headings and categories within those headings.
17. Dr. Nevyas went to the address and found that Mr. Morgan had created a website which contained numerous defamatory statements.
18. Morgan made many of the same accusations that he makes in the current version of the website. He accuses the Plaintiffs of dishonesty, greed, corruption and states his motives clearly: "I carry much anger, depression, bitterness and hatred toward the Nevyas'...."
19. Attorneys for Dr. Nevyas contacted Steven Friedman, Esq. and working through Mr. Friedman, Morgan agreed to remove defamatory statements from the website.

20. Under the contract between the parties, Morgan was to remove all defamatory material and all references to the instant Plaintiffs. In response, the instant Plaintiffs agreed not to file a lawsuit.
21. On November 3, a patient informed Dr. Nevyas that he had performed an internet search using the search engine Google and the search term “Nevyas” and that the third entry in the search was a reconstructed website: www.lasiksucks4u.com. A true and correct copy of the printout of such a search is attached hereto as Exhibit 1.
22. The review of this site reveals that Morgan has violated his contract and has renewed his efforts to defame and cause substantial and grave harm to Dr. Nevyas, Dr. Nevyas-Wallace and NEA, to cast them in a false light and to damage their reputation.
23. Many of Plaintiffs’ patients are referred to the Plaintiff from internet searches and other patients research the Plaintiffs on the web.
24. Morgan’s defamatory website has had and continues to have a substantial negative impact on Plaintiffs’ medical practice and their reputation.
25. Examples of the defamatory statements on the website include¹:
 - (a) “I went for my initial consultation at Nevyas Eye Associates in Bala Cynwyd, Pennsylvania. I thought they were reputable . . .”

¹The section of the website entitled “My Experience” contains the statements set forth in 21a,b,h. The section of the website called “Home” contains the statements set forth in 21i-j. The section of the website entitled “Experiences” and the subcategory “Nevyas laser and the FDA.” contains the statements set forth in 21k. The section of the website entitled “Experiences” and the subcategory “Are you a Candidate” contains the statements set forth in 21g,l. The “Home” section of the website under the link to “cover-up” contains the statements set forth in 21c-f,m-t.

- (b) “With all the patients who have been damaged by lasik surgery losing their cases in court is it possible there is a cover-up?”
- (c) “The performing surgeons overlooked standards of care, their own, as well as federal guidelines, and have advertised extensively for a non-approved device (not allowed).”
- (d) “Their history to include their investigational device shows at least 11 cases of medical malpractice. From first hand experience with these people, they are not the people they represent themselves to be. They are ruthless, uncaring, and greedy.”
- (e) “They ruined my vision and they ruined my life. **They did this to me!** I was completely happy prior to and none of this was present **prior to the lasik** surgery. I **TRUSTED** these people. They made empty promises to fulfill a now empty life, and I can never forgive nor forget, not that I ever could. (emphasis in original) ”
- (f) “So again key questions are...Why are the majority of Lasik lawsuits being lost? And, why is nothing done about it? Seems like a cover-up...YES, it really does! (Emphasis in original)”
- (g) “If the procedure is going to be done "experimentally," more than likely the surgeon is using a device not yet approved by the Food and Drug Administration (FDA). Since other devices are already approved, this is rarely to your advantage.”
- (h) “I was NOT told that a change in prescription gave me better than the 20/50 Best Corrected Visual Acuity (BCVA) I ever had, and that instead of Lasik, the

new prescription would have worked just as well if not better than what I was seeing (refracted to 20/40 -2 according to my records).”

(i) “Although the marketing of LASIK focuses on quality of life, informed consent does not. Instead, the real risks are hidden in medical jargon that never mentions their true effects. . .”

(j) “Is the use of FDA non-approved lasers such as **this one** an even greater risk to Lasik patients? (emphasis in original)”

(k) “The following are reports submitted to the FDA by the Nevyas' regarding their "**black box**" (laser used for investigational surgery). This is information they **DO NOT** want the public to know...(emphasis in original)”

(l) “Federal Law requires that every patient who is about to undergo a refractive surgery be given a Patient Information Booklet, published by the manufacturer of the laser used in their surgery. If your surgeon does not give you the patient information booklet, this is a violation of federal law, and your surgeon can be charged with not providing you with full informed consent. Abuse of this FDA mandate is widespread. Most patients have never seen a Patient Information Booklet, because it contains warnings that your surgeon does not want you to see.”

(m) “Again, the Nevyas’ and their lawyers walk all over the legal system, and seem to be able to do whatever they want, and get away with it.”

(n) “I do not understand any of this. I’m the one who has been hurt, and this is for the rest of my life. How is it they walk away only to hurt somebody else?”

(o) “I have since been told the end result of the arbitration agreement will not be released (what gives them the right not to abide by arbitration agreement — 10 days) until I sign a release stating the Nevys’ were not at fault. There is NO WAY I will sign that. They took my sight. They will not take the truth!”

(p) “I thought the legal system would see through the tactics these people used, and I see now I was grossly mistaken. There is no justice for the average person, so now I have to make do for myself what the legal system could **not** do. People need to be informed about these doctors, and I damn well will be telling them. (emphasis in original)”

(q) “It never really was about the money, it’s about how they ruined our lives, and how they walk all over the system, just as they did you.”

(r) “So, my question is, who’s covering up for whom, and why? Why was my case ripped apart so badly in the Philadelphia Court System . . . (Judge Papalini threw out EVERYTHING that had to do with the device being investigational, and anything to do with the FDA)), then I was told arbitration was the more feasible route to go? (Emphasis in original)”

(s) “Their track record is scary in that I found all of this out **after** my surgeries (Emphasis in original).”

(t) “Stupidity or greed on the doctor’s part and ignorance on everyone else’s, why should I have to suffer living like this?”

A true and correct copy of a printout of the described portions of the website is attached hereto as Exhibit 2.

26. Each of the statements listed above is untrue, casts the Plaintiffs in a negative light and is intended to cause substantial harm to Plaintiffs.
27. The statements in ¶21(a) are false because they state that the Plaintiffs were not reputable. The Plaintiffs are highly reputable and well-respected ophthalmologists.
28. The statements in ¶21(b) are false because they suggest that there is a cover-up and that Plaintiffs are participating in it and more importantly that Plaintiffs are tampering with the legal system in violation of the law. No such cover-up exists nor would Plaintiffs be participants if it did.
29. The statements in ¶21(g) are false because they state that Plaintiffs committed malpractice and violated their own as well as Federal standards of care. None of these allegations are true. The arbitrator found no liability in Morgan's lawsuit. Further it states that Plaintiffs illegally advertised the laser. This is also not true and these claims were dismissed from Morgan's lawsuit in a final, binding judgment.
30. The statements in ¶21(d) are false because they suggest and are intended to suggest that the Nevyas' are corrupt.
31. The statements in ¶21(e) are false because they state that Plaintiffs lied to Morgan, are responsible for his alleged loss of sight, and are unconcerned about their patients welfare.
32. The statements in ¶21(f) are false because they suggest and are intended to suggest that Plaintiffs are corrupt and have perverted the legal system.
33. The statements in ¶21(c) are false because they suggest that the use of this investigational laser by Plaintiffs was detrimental to the Plaintiffs' patients. Plaintiffs' laser did have FDA approval. The use of Plaintiffs' laser on patients was not detrimental to the patients

in any way. This was another claim brought by Morgan that was dismissed in his lawsuit against Plaintiffs and it is a final binding judgment.

34. The statements in ¶21(h) are false because no information was withheld from Morgan. Morgan wanted Lasik surgery.
35. The statements in ¶21(i) are false because the informed consent signed by Morgan is replete with warnings about the possible negative consequences of Lasik. The first listing under of possible complications is “It is possible that there could be a loss of some or all useful vision.”
36. Morgan read and signed a detail informed consent form for each eye. The informed consent was twelve pages long and was so comprehensive that it included a written true/false test concerning the content of the disclosures. Additionally, Morgan’s claims concerning lack of informed consent were dismissed in his lawsuit against Plaintiffs, another final, binding judgment. A true and correct copy of the informed consent signed by Morgan is attached hereto as Exhibit 3.
37. The statements in ¶21(j) are false because they suggest and are intended to suggest that Plaintiffs were unconcerned with the well-being of their patients and that the use of the laser was detrimental to their patients. All of Morgan’s claims relating to the laser were dismissed from his lawsuit in a final, binding judgment.
38. The statements in ¶21(k) are false because they state that the Plaintiffs have something to hide from their patients are withholding such information from their patients. There is nothing for Plaintiffs to withhold from their patients and Plaintiffs are completely candid with their patients.

39. The statements in ¶21(l) are false because they suggest that Plaintiffs did not comply with Federal law and provide Morgan with this booklet. Such an allegation is completely without basis and was not even made in his action against Plaintiffs.
40. The statements in ¶21(m) are false because they suggest and is intended to suggest that the Nevyas' are incompetent in their field of ophthalmological surgery and are unconcerned about the welfare of their patients. The exact opposite is true.
41. The statements in ¶21(n) are false because they suggest and is intended to suggest that the Nevyas' are responsible for Morgan's alleged vision loss, that it may have been done intentionally and that they are corrupt in attempting to pervert the truth. The arbitrator found no liability on Morgan's lawsuit.
42. The statements in ¶21(o) are false because they state that Plaintiffs are ruthless uncaring and greedy.
43. The statements in ¶21(p) are false because they suggest and are intended to suggest that the Nevyas' are corrupt and have perverted the legal system to fit their own ends. They also evidence Morgan's intention to damage the Plaintiffs.
44. The statements in ¶21(q) are false because they suggest and are intended to suggest the Plaintiffs are corrupt, uncaring and incapable surgeons.
45. The statements in ¶21(r) are false because they suggest and are intended to suggest that Plaintiffs are corrupt and have perverted the legal system.
46. The statements in ¶21(s) are false because they suggest and are intended to suggest that Plaintiffs are incompetent in their field of ophthalmological surgery and are unconcerned about the welfare of their patients. The exact opposite is true.

47. The statements in ¶21(t) are false because they suggest and are intended to suggest that Plaintiffs are greedy, stupid and did not disclose information to Morgan. The Plaintiffs are highly committed ophthalmological surgeons. All of Morgan's claims concerning lack of informed consent were dismissed by the court in a final, binding judgment.
48. Morgan uses the website to make allegations that are defamatory, untrue and many of which have been thoroughly considered by a court of law and rejected.
49. Morgan's acts are deliberate, outrageous and made with malicious intent to cause harm to Plaintiffs.
50. Plaintiffs harm is in the form of damage to their practice and damage to their reputation. The harm to Plaintiffs' reputation cannot be remedied with money.

COUNT I - DEFAMATION

51. Plaintiffs hereby incorporate paragraph 1- 50 as if fully set forth herein.
52. Morgan made false and defamatory statements about Plaintiffs as set forth in detail above.
53. The false and defamatory statements were published on Morgan's website: www.lasiksucks4u.com and are available through internet search engines. Morgan's website is the third entry in a Google search of "Nevyas". Defendants did not have Plaintiffs' permission to disseminate this false information nor did Defendants have a privilege which allowed them to publish the defamatory material.
54. Defendant intended to publish these false and defamatory statements about Plaintiffs so as to create harm Plaintiffs' reputation and business and were at least negligent in doing so.

55. Plaintiffs have suffered harm to their reputations due to the publication of the defamatory material. Plaintiffs continue to suffer harm while the defamatory material is on the website. Morgan has violated a previous agreement to remove the site from the internet.
56. Defendant has committed defamation per se.
57. There is no adequate remedy at law.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant granting temporary and permanent injunctive relief in their favor and against the Defendant, compelling the Defendant to cease and desist from defaming the Plaintiffs and compelling the Defendants to remove the defamatory material from the www.lasiksucks4u.com website. Plaintiffs further request damages against Defendant in an amount in excess of \$50,000, exclusive of interest and costs, plus punitive damages and for any other remedies as this Court determines are just and proper.

COUNT II - BREACH OF CONTRACT

58. Plaintiffs hereby incorporate paragraph 1- 57 as if fully set forth herein.
59. In late July and early August, counsel for Plaintiffs and Morgan discussed a deal between the parties concerning the website.
60. Plaintiff and Defendant entered a contract whereby Defendant agreed to remove any and all references to Plaintiffs and their medical practice from the website and Plaintiff agreed not to file a defamation lawsuit against Morgan. A true and correct copy of the letters constituting the contract are attached hereto as Exhibit 4.
61. Defendant has willfully breached the contract by reconstructing the “lasiksucks4u” website replete with references to Plaintiffs and their medical practice.

62. Plaintiff has suffered and continues to suffer damages due to Defendant's breach of contract, and has no adequate remedy at law.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant granting temporary and permanent injunctive relief in their favor and against the Defendant, compelling specific performance of the Defendant to honor the existing contract to remove any and all references to the Plaintiffs and their medical practice, to desist from defaming the Plaintiffs and compelling the Defendants to remove the defamatory material from the www.lasiksucks4u.com website. Plaintiffs have no adequate remedy at law. Plaintiffs further request damages against Defendant in an amount in excess of \$50,000, exclusive of interest and costs, and for any other remedies as this Court determines are just and proper.

COUNT III - SPECIFIC PERFORMANCE

63. Plaintiffs hereby incorporate paragraph 1- 62 as if fully set forth herein.

64. In late July and early August, counsel for Plaintiffs and Morgan discussed a deal between the parties concerning the website.

65. Plaintiff and Defendant entered a contract whereby Defendant agreed to remove any and all references to Plaintiffs and their medical practice from the website and Plaintiff agreed not to file a defamation lawsuit against Morgan.

66. Defendant has willfully breached the contract by reconstructing the "lasiksucks4u" website replete with references to Plaintiffs and their medical practice.

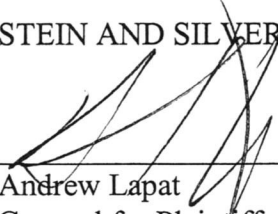
67. Plaintiff has suffered and continues to suffer damages due to Defendant's breach of contract, and has no adequate remedy at law.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant granting temporary and permanent injunctive relief in their favor and against the Defendant, compelling specific performance of the Defendant to honor the existing contract to remove any and all references to the Plaintiffs and their medical practice, to desist from defaming the Plaintiffs and compelling the Defendants to remove the defamatory material from the www.lasiksucks4u.com website. Plaintiffs have no adequate remedy at law.

DATE: November 7, 2003

Respectfully submitted,

STEIN AND SILVERMAN, P.C.



Andrew Lapat
Counsel for Plaintiffs

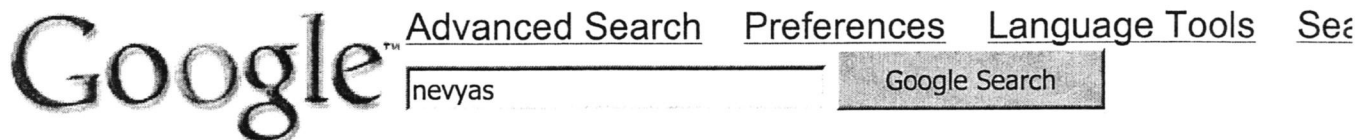
VERIFICATION

HERBERT J. NEVYAS, M.D. hereby states that I am a Plaintiff in the within action; I verify that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information and belief; I understand these statements made are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



HERBERT J. NEVYAS, M.D.

EXHIBIT 1



[Web](#) · [Images](#) · [Groups](#) · [Directory](#) · [News](#) ·

Searched the web for **nevyas**. Results **1 - 10** of about **503**. Search took **0.17** seconds.

[Nevyas Eye Associates - Laser Vision Correction - LASIK - 1.800. ...](#)

... Your First Steps Toward Refractive Surgery LASIK CK Custom Cornea Other Refractive

Procedures Cosmetic Procedures Other Procedures at **Nevyas** Eye Associates Late ...

www.nevyas.com/ - 12k - [Cached](#) - [Similar pages](#)

[Nevyas Eye Associates - Laser Vision Correction - LASIK - 1.800. ...](#)

... We at **Nevyas** Eye Associates use the new frequency doubled YAG laser which targets just the pigmented cells of the drainage sieve for open angle glaucoma and ...

www.nevyas.com/Other_Procedures.html - 46k - [Cached](#) - [Similar pages](#)

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[nevyas excimer laser](#)

u **Nevyas** Excimer Laser Home. The following are reports submitted to the FDA by the

Nevyas' regarding their "black box" (laser used for investigational surgery). ...

www.lasiksucks4u.com/nevlaser.htm - 6k - [Cached](#) - [Similar pages](#)

[Varitronics' Disposable Ophthalmic Products: **Nevyas** Drape ...](#)

... **Nevyas** Drape Retractor Photo Gallery Tech Spec. It elevates the surgical drape. A generation of eye surgeons have used the The **Nevyas** ...

www.varitronics.com/vod/vod_drape.htm - 4k - [Cached](#) - [Similar pages](#)

[Varitronics' Technical Specifications: **Nevyas** Drape Retractor](#)

... **Nevyas** Drape Retractor. ... Instructions Simply remove the paper that protects

the adhesive at either end of the **Nevyas** Drape Retractor. ...

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Herbert J. **Nevyas**, MD, LASIK Laser Eye Surgery Laser Surgery ...
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 Laser Eye Surgery, Cataracts, and more. ... About Herbert J. **Nevyas**, MD. ...
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Recommend Herbert J. **Nevyas** MD Bala Cynwyd PA
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Arch Ophthalmol -- Abstracts: **Nevyas** 95 (12): 2209
 ... , PubMed citation. •, Articles in PubMed by. • **Nevyas** HJ. •, Contact me
 when this article is cited. An improved operating room demagnetizer. HJ **Nevyas**.
 ...
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 ... **Nevyas** AS. • **Nevyas** HJ. ... Acute band keratopathy following
 intracameral
 Viscoat. AS **Nevyas**, IM Raber, RC Eagle Jr, IB Wallace and HJ
Nevyas. ...
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 Pennsylvania. Anita **Nevyas**-Wallace, MD **Nevyas** Eye Associates 2 Bala Plaza,
 333 City Avenue Bala Cynwyd PA 19004 610-668-2777 www.nevyas.com. ...
www.excellenteyesurgery.com/physicians/pa.html - 7k - [Cached](#) - [Similar pages](#)



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EXHIBIT 2

Lasik Cover-up

Is it possible? I would say probable. This has been a multi-billion dollar industry. Reports have been falsely submitted to the Food and Drug Administration in order for approval of lasers. People damaged by these lasers by inexperienced or uncaring doctors have been growing at an astronomical rate. The percentage of casualties is only what's been reported. Lawsuits have been on the rise.

Most Lasik lawsuits brought in front of the judicial system are being won by the doctors and or laser centers. Lack of information due to Lasik being relatively new, has no bearing for us, the casualties. By the courts decisions, based mostly on testimonies from the patients and doctors, it boils down to patients' word against doctors, not by facts. How do you prove what you see and how

you see it? How can you describe the hell you deal with day in/day out? Do they even care? **NO!**

Most lawsuits being won are the ones where the blade used to cut the flaps break. Not the dry eyes, permanent haloes/glare/ghosting, and certainly not the loss of visual acuity.

Won by physical evidence only.

Misdirection from the surgeon (which light to look at), or even lack of informed consent has no validity in the courts either.

It seems **our vision does not matter. How we see things does not matter. How we now live does not matter. What does?**

The doctors do. It's that simple. We the casualties get chastised for suing these doctors. We get no help from the FDA, who are supposed to govern these doctors. These doctors ruined our lives, and yet they stay in business. Money talks...and that's it. It all boils down to the almighty dollar. Laser manufacturers, surgery centers, and these doctors are reaping the billions, while raping us at our expense (how precious our vision

once **was**). We have to pay the lawyers. The insurance companies end up paying the settlements. The doctors' end up paying a higher premium (sometimes) and stays in business, which continues the circle. How many more casualties will it take for something to get done?

Until someone walks in our shoes as we do, **DON'T** imply we're faking/malingering. **DON'T** think we're just out for your money, because you know what, it isn't worth it!

So, my question is, who's covering up for whom, and why? Why was my case ripped apart so badly in the Philadelphia Court System (<http://fjdwebserver.phila.gov/> (docket #000402621) (Judge Papalini threw out EVERYTHING that had to do with the device being investigational, and anything to do with the FDA)), then I was told arbitration was the more feasible route to go?

And speaking of arbitration, the following are copies of letters I sent to the president judge of the Philadelphia courts, and below that, the arbitrator who ruled in my case: