

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CLARA GARNER,

Plaintiff,

-against-

Docket No.

1:24-cv-08208-AMD-JAM

TIM DANIELS and PATCO EQUIPMENT, INC. d/b/a
PATCO TRANSPORTATION, INC.

Defendants.

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February 17, 2026

10:10 a.m.

DEPOSITION of GABRIEL L. DASSA, D.O.,
F.A.A.O.S., a Non-Party Witness herein, taken
before Karen Zammit via videoconference, a
Shorthand Reporter and Notary Public of the State
of New York, pursuant to Subpoena and
stipulations between Counsel.

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APPEARANCES:

DALLAS LAW, LLC
Attorneys for Plaintiff
58 South Service Road
Melville, New York 11747

BY: ROBERT DALLAS, ESQ.
(via videoconference)

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250 Greenwich Street
New York, New York 10007

BY: CHRISTIAN MCGANNON, ESQ.
(via videoconference)

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STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED, by and among counsel for the respective parties hereto, that the filing, sealing and certification of the within deposition shall be and the same are hereby waived;

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to form of the question, shall be reserved to the time of the trial;

IT IS FURTHER STIPULATED AND AGREED that the within deposition may be signed before any Notary Public with the same force and effect as if signed and sworn to before the Court.

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THE REPORTER: The attorneys participating in this deposition acknowledge that I am not physically present in the deposition room and that I will be reporting this deposition remotely. They further acknowledge that, in lieu of an oath administered in person, I will administer the oath remotely under penalty of perjury.

The parties and their counsel consent to this arrangement and waive any objections to this manner of reporting.

Please indicate your agreement by stating your name and your agreement on the record.

MR. DALLAS: Agreed.

MR. MCGANNON: Agreed.

1

2 G A B R I E L L. D A S S A, the witness herein,
3 having first been duly sworn by the Notary Public
4 via videoconference, was examined and testified
5 as follows:

6 EXAMINATION BY

7 MR. McGANNON:

8 Q What is your name?

9 A Gabriel L. Dassa.

10 Q What is your business address?

11 A 203 Wickham Avenue, Middletown, New
12 York 10940.

13 Q Good morning, Dr. Dassa.

14 A Good morning.

15 Q My name is Christian McGannon and I
16 am an attorney with the law firm of Lewis
17 Brisbois Bisgaard and Smith, the attorneys for
18 the defendants in this case.

19 I will ask you some questions this
20 morning regarding the care and treatment you have
21 rendered to the plaintiff Clara Garner. I will
22 also ask you some questions regarding your
23 education and professional and practice
24 background.

25 A Yes.

1 G. Dassa

2 Q If I ask you any question that you
3 don't hear or you don't understand please let me
4 know and I'll rephrase the question or have the
5 court reporter read it back for you.

6 Please make your responses verbal
7 so the court reporter can record them. Please do
8 not use hand gestures or nods to answer a
9 question because she cannot take that down.

10 A Yes.

11 Q Please wait until I am finished
12 with my question entirely before you answer so we
13 can have a clear and accurate record. If you
14 need a break at any point, please let me know and
15 I will accommodate you.

16 I will ask that you please answer
17 the question that is open before you take the
18 requested break. Do you have any questions or
19 concerns before we begin?

20 A No.

21 Q Is there anything that prevents you
22 from providing truthful testimony today?

23 A No, sir.

24 Q Have you ever appeared for a
25 deposition previously?

1 G. Dassa

2 A Yes.

3 Q Approximately how many times?

4 A I am deposed at times on a daily
5 basis for Workers' Compensation claims. To give
6 you an exact number, it is a smattering of all
7 types of legal matters pertinent to No-Fault Law
8 types of cases, Workers' Compensation, personal
9 injury. I don't have an exact number. I do
10 volumes of depositions every week.

11 Q Approximately on average how many
12 times do you testify per week?

13 A I would say between eight to ten
14 times a week.

15 MR. McGANNON: Off the record.

16 [Whereupon, a discussion was held
17 off the record.]

18 Q For how long have you maintained
19 that frequency of deposition testimony?

20 A I would say at least for the last
21 ten years.

22 Q Besides testifying at depositions
23 have you also testified at trial?

24 A Yes, sir.

25 Q Approximately how many times a year

1 G. Dassa

2 do you testify at trial?

3 A To give you an exact number, I
4 don't know. I can tell you before the pandemic
5 it was probably averaging out to about 12 to 15
6 times a year. After the pandemic it is probably
7 around two to three times a year.

8 Q In the year 2018 did you testify
9 approximately 30 times in that year?

10 A I don't have stats to refute that,
11 so I don't know. I don't have an exact number, I
12 don't know.

13 Q With respect to your experience how
14 often do you testify on behalf of plaintiffs or
15 claimants?

16 A To answer that accurately, I see
17 patients mostly as a treating physician. I don't
18 keep stats in my head or logged anywhere.

19 I do Independent Medical
20 Examinations for both plaintiff and defense
21 purposes. I happen to see more patients for
22 defense exams and I happen to go to court more
23 for plaintiffs because I am a treating doctor.

24 I usually go to testify for my
25 patients, but to give you an exact quantification

1 G. Dassa
2 number, I don't have it. All I can say is it is
3 much more for plaintiff than defense in court.
4 As far as doing exams apart from treatment it is
5 far more for defense purposes.

6 Q When you say far more for defense
7 purposes would you agree that you have testified
8 approximately 86 percent on their behalf?

9 A I can't tell you exactly yes or no.
10 I would not disagree with you because if I had to
11 estimate that sounds correct.

12 Q For your trial testimony do you
13 have a current fee for that?

14 A I do.

15 Q What is that?

16 A \$10,000.

17 Q Is that for a full day or half a
18 day or something else?

19 A It is a flat fee.

20 Q For deposition testimony what is
21 your rate?

22 A It is the same fee.

23 Q Before the start of today's
24 deposition did you review any materials or
25 documents or films or images, anything?

1 G. Dassa

2 A Yes.

3 Q What did you review?

4 A I reviewed the materials that are
5 in my treatment file for Clara Garner which
6 included my office notes and MRI reports and
7 diagnostic images.

8 Q Before today's deposition did you
9 review the testimony of anyone?

10 A No, sir.

11 Q The treatment chart that you keep
12 and maintain for claimant or plaintiff, Clara
13 Garner, is that in paper form, electronic form,
14 both, something else?

15 A The chart is maintained
16 electronically.

17 Q Is there any paper file for Miss
18 Garner?

19 A I don't have a paper file that I
20 keep in my office. I print up representative
21 documents of the electronic file that I have with
22 me today. Those are not maintained in the normal
23 course of business.

24 Q You gave a business address of 203
25 Wickham Avenue in Middletown, New York. Do you

1 G. Dassa

2 have any other business addresses?

3 A Yes.

4 Q What are they?

5 A 813 Allerton Avenue in the Bronx,
6 New York, 2488 Grand Concourse in Bronx, New
7 York. Also 244 Broadway in Newburgh, New York.
8 I am just opening up an office in Rego Park. The
9 address escapes me at the moment.

10 Q At the current time how much time
11 do you devote to Allerton Avenue in the Bronx
12 office?

13 A One to two days a week.

14 Q You have certain days that you go
15 there?

16 A Yes, Monday and Friday.

17 Q What amount of time do you dedicate
18 to the Grand Concourse address?

19 A One time a week with physician
20 assistants and I am there every other week,
21 Thursday.

22 Q What amount of time do you dedicate
23 to work at Wickham Avenue in Middletown, New York
24 address?

25 A Generally I go to the north

1 G. Dassa

2 locations, which is Newburgh and Middletown, on a
3 Tuesday. I am there every other week personally
4 and I have a PA there one to two times per week
5 in each location, depending on the week.

6 Q Is the same true for the 244
7 Broadway address in Newburgh?

8 A Yes, sir.

9 Q Have you opened up the office in
10 Rego Park, New York?

11 A Yes, the office just opened. I
12 believe we saw the first patients just before
13 Christmas. My first official day was in January
14 after the new year.

15 Q The location at 813 Allerton Avenue
16 in the Bronx, do you own or rent that?

17 A Rent.

18 Q The Grand Concourse location, do
19 you own or rent?

20 A Rent.

21 Q The Wickham Avenue location, do you
22 own or rent?

23 A Rent.

24 Q 244 Broadway in Newburgh, do you
25 own or rent?

1 G. Dassa

2 A Rent.

3 Q The new location in Rego Park, own
4 or rent?

5 A Rent.

6 Q What is your practice name?

7 A Dassa Orthopedic Medical Services,
8 PC.

9 Q Have you ever used any other names
10 for your practice?

11 A Depending on location, for example,
12 in the Bronx it was called Bronx Med Orthopedic,
13 but my official corporation is Dassa Orthopedic
14 Medical Services.

15 I did for some time -- the sign on
16 the building was called CV Orthopedics, but I
17 continued seeing patients at those offices in
18 2022.

19 Q Which locations have the CV
20 Orthopedics name?

21 A None of the current locations have
22 used CV Orthopedics.

23 Q When CV Orthopedics was used at
24 what addresses was it used?

25 A I believe it was 253 Route 211

1 G. Dassa

2 East, One Civic Center Plaza in Poughkeepsie.

3 Then the 244 Broadway the prior tenant moved out

4 and I took over the space as a tenant in 2023.

5 Q Did the 244 Broadway address have
6 the CV Orthopedics name?

7 A Yes, at one time.

8 Q 253 Route 211 East, is that also in
9 Middletown?

10 A Yes.

11 Q What was the reason or reasons that
12 you ceased to use the CV Orthopedics name?

13 A There was a breach of contract
14 between the landlord of those locations pertinent
15 to an operating agreement that we had, so there
16 was a separation because of a breach of contract.

17 Q Was it the same landlord that you
18 had at each of those locations?

19 A I don't understand.

20 Q Did you have the same landlord for
21 the location at 253 Route 211, One Civic Center
22 in Poughkeepsie and 244 Broadway in Newburgh?

23 A Yes, sir.

24 Q What was the name of the landlord?

25 A Skazka, LLC.

1 G. Dassa

2 Q Did that landlord have any
3 ownership interest in your medical practice?

4 A No, sir.

5 Q Did it derive any money from your
6 medical practice?

7 A No, sir.

8 MR. DALLAS: Objection. You can
9 answer.

10 Q At the present time do you have any
11 business relationship with that landlord?

12 A No. I terminated all relationships
13 with them completely in 2022. I discontinued at
14 the 244 Broadway location early in 2022, around
15 February. Then at the remaining locations I
16 would say around August of 2022.

17 Q The business name that you have of
18 Dassa Orthopedic Medical Services, is that name
19 used at each of your locations?

20 A It is my corporation that I use to
21 do business. My signage in Middletown, Newburgh
22 reflects Dassa Orthopedics. The sign in the
23 Bronx is Bronx Med Orthopedics, but it is a d/b/a
24 type of title just for location recognition. I
25 function as Dassa Orthopedic Medical Services at

1 G. Dassa

2 all of my locations.

3 Q Who owns Dassa Orthopedic Medical
4 Services?

5 A I do.

6 Q Are there any other owners?

7 A No.

8 Q You have 100 percent ownership
9 interest in the business?

10 A Yes, sir.

11 Q How about at the other locations?

12 A I own my business wherever the
13 location is. There is no other ownership but
14 myself.

15 Q You mentioned that you have
16 different names depending on the location. Are
17 you still the 100 percent owner of those business
18 locations as far as the practice itself?

19 MR. DALLAS: Objection. You can
20 answer it.

21 A All of the addresses that are my
22 current locations and prior locations I was
23 always the sole business owner regardless of the
24 name on the sign.

25 I just never wanted to incur the

1 G. Dassa

2 cost of changing my sign in the Bronx as I have
3 been using that name since 2010 in the Bronx.

4 Not to the create confusion I just
5 never changed the sign and the 2488 Grand
6 Concourse building, because it is on the third
7 floor, does not permit external signage so there
8 is no sign on that building.

9 Q At the present time does your
10 practice share space with any other practice at
11 203 Wickham Avenue in Middletown, New York?

12 A Yes.

13 Q What other practice or practices
14 does your business share space with at that
15 location?

16 A A chiropractor, I believe it is
17 called Mid Hudson Chiropractic. Also a pain
18 management doctor, Dr. Datta, that's Garden State
19 Pain Management in Middletown.

20 I don't share space in Newburgh. I
21 do share space at the Grand Concourse and also I
22 share space at the Allerton Avenue with Dr.
23 Datta.

24 The 2488 Grand Concourse space, I
25 sublease the space there, there are many doctors

1 G. Dassa

2 there. I can't enumerate the entirety of the
3 doctors there.

4 Q Does the chiropractor share a space
5 with you at the 2488 Grand Concourse location?

6 A Yes.

7 Q Dr. Datta's practice, did that go
8 by a different name at one point?

9 A I know he has several names. I
10 don't know what names he is using. The name that
11 comes to mind is Garden State Pain Management. I
12 know he has other names, but I don't recall them.

13 Q 203 Wickham Avenue, how about in
14 2023, what practices shared space with you there?

15 A The same.

16 Q At that time did Dr. Datta's
17 practice go by the name of Datta Endoscopic Back
18 Surgery and Pain Center?

19 A It sounds familiar as one of the
20 names he did use. Whether he was using it at
21 that location, I don't know. I just know the
22 dealings we have is through Garden State Pain
23 Management, but that's one of his names. He may
24 have used it.

25 Q The chiropractic practice at 203

1 G. Dassa
2 Wickham Avenue, that was known as Mid Hudson
3 Chiropractic and Physical Therapy, PLLC?

4 A Yes, sir.

5 Q Was there any business relationship
6 between your practice, Dassa Orthopedics, and
7 Datta Endoscopic Back Surgery and Pain Center on
8 or before May 1, 2023?

9 MR. DALLAS: Objection. You can
10 answer it.

11 A I have never had any business
12 relationship with Datta Endoscopic or Garden
13 State Pain Management ever.

14 Q Was there ever any revenue sharing
15 arrangement between your practice and Datta?

16 A Never.

17 Q Was there ever any business
18 relationship between your practice and Mid Hudson
19 Chiropractic and Physical Therapy?

20 A No.

21 Q Was there ever any revenue sharing
22 arrangement between your practice and Mid Hudson?

23 A Never.

24 Q At the present time how many
25 employees are there at Dassa Orthopedic Medical

1 G. Dassa

2 Services?

3 A It varies. I would say on the
4 average it is about 19 or 20. I have several
5 people out on maternity leave. I would say
6 currently about 19 employees.

7 Q Was Dr. Datta ever an employee of
8 your practice?

9 A Never.

10 Q Was a Dr. Shan ever an employee of
11 your practice?

12 A No.

13 Q Where did you go to college?

14 A Fordham University.

15 Q When did you graduate?

16 A In 1986.

17 Q Bachelors of science?

18 A Biology, premed, BS.

19 Q Where did you go to medical school?

20 A New York College of Osteopathic
21 Medicine in Old Westbury, New York.

22 Q What is an osteopath?

23 A A medical doctor that has a degree
24 designation as DO, doctor of osteopathic
25 medicine.

1 G. Dassa

2 Q Did you pursue any specialty?

3 A Yes, sir.

4 Q What was that?

5 A Orthopedic surgery.

6 Q Are you a fellow in any particular
7 specialty?

8 A Yes.

9 Q What field?

10 A Orthopedic surgery.

11 Q Do you also hold yourself out as a
12 hand surgeon?

13 A I am a trained hand surgeon, yes,
14 sir.

15 Q Do you consider yourself a
16 specialist in hand surgery?

17 A Yes.

18 Q Have you ever held any fellowship
19 in hand surgery?

20 A Yes.

21 Q Do you still hold it?

22 A Yes.

23 Q Do you have any hospital
24 affiliations?

25 A Yes.

1 G. Dassa

2 Q With what locations or facilities?

3 A Montefiore Medical Center, Bronx
4 Care Hospital, which used to be Bronx Lebanon
5 Hospital. No others currently.

6 Q When did you obtain your medical
7 license?

8 A In 1992.

9 Q What is your New York State medical
10 license number?

11 A 190113.

12 Q Do you hold any medical license in
13 any other state?

14 A New Jersey and Florida as well.

15 Q When did you obtain the New Jersey
16 medical license?

17 A In 2012.

18 Q What is the license number?

19 A I don't know. It is a very long
20 number.

21 Q When did you obtain your medical
22 license in Florida?

23 A In 2012 as well.

24 Q Do you know the Florida medical
25 license number?

1 G. Dassa

2 A No, I don't.

3 Q Since obtaining your New York State
4 medical license has there been any disciplinary
5 action taken against your license?

6 A No, sir.

7 Q Has that New York State license to
8 practice medicine ever been suspended?

9 A Never.

10 Q Has there ever been any
11 disciplinary action taken against your New Jersey
12 medical license?

13 A No.

14 Q Has that license ever been
15 suspended?

16 A No, sir.

17 Q Has there been any disciplinary
18 action taken against your Florida State medical
19 license?

20 A No.

21 Q Has that Florida license ever been
22 suspended?

23 A No, sir.

24 Q Are all three state licenses active
25 and current?

1 G. Dassa

2 A Yes, sir.

3 Q Do you have any practice location
4 in Florida?

5 A I do not.

6 Q Have you ever practiced medicine in
7 Florida?

8 A No.

9 Q Do you have any business or
10 practice locations in New Jersey?

11 A No, sir.

12 Q Have you ever practiced medicine in
13 New Jersey?

14 A Yes.

15 Q During what period of time did you
16 practice medicine in New Jersey?

17 A I maintained an office in New
18 Jersey from 2012 through the end of 2021. I do
19 perform surgery in New Jersey occasionally, but I
20 don't hold a practice in New Jersey at this
21 point.

22 Q What is the name of the office that
23 you maintained between 2012 and 2021?

24 A It was under Dassa Orthopedics.
25 That's the best I can recall. I didn't have a

1 G. Dassa

2 specific name other than my PC.

3 Q Was there a reason that you closed
4 that office location?

5 A Just I am getting old and I didn't
6 want to drive. It was a bit laborious to me. My
7 lease terminated in the location and I opted not
8 to continue.

9 Q What was the address for that
10 office location in New Jersey?

11 A I was on Clifton Avenue, 1010
12 Clifton Avenue, and it moved to another location.
13 I don't remember the exact address, but it was
14 both of them on Clifton Avenue.

15 Q You mentioned you performed surgery
16 in New Jersey. What was the name of the
17 location?

18 A Various locations, New Horizons
19 Surgical Center, Parkway Surgical Center,
20 Integrated Surgical Center. There were two
21 others, but I don't remember the names. Also
22 Montvale Surgical Center and Rockland and Bergen
23 Surgical Center.

24 Q Do you hold any ownership in New
25 Horizons Surgical Center?

1 G. Dassa

2 A No.

3 Q Did you ever hold any ownership
4 interest in that facility or practice?

5 A No.

6 Q Do you hold any ownership practice
7 in Parkway Ambulatory Surgery Center?

8 A No.

9 Q Did you ever hold any ownership
10 interest in that practice or facility?

11 A No.

12 Q I see from your CV that your wife
13 is a real estate broker?

14 A She was. She currently manages my
15 office in the Bronx.

16 Q Did she also manage any of the
17 leases for any of your practice locations?

18 A No, sir.

19 Q For how long has your wife been
20 managing your practice?

21 A Since 2011 or 2012, around that
22 time.

23 Q Are you board certified?

24 A Yes.

25 Q In what field or fields?

1 G. Dassa

2 A In orthopedic surgery by the
3 American Board of Orthopedic Surgeons and the
4 American Osteopathic Board of Orthopedic
5 Surgeons, double board certified in general
6 orthopedics.

7 Q When were you certified in each of
8 those fields?

9 A The American Board was 2001 and the
10 Osteopathic Board in 2005 and I have since
11 recertified two times for both. I am on my third
12 certification cycle for both of them.

13 Q Do you teach?

14 A Yes.

15 Q Where do you teach?

16 A Not in formal lectures, but I do
17 teach residents and PAs as part of rounds and
18 grand rounds. That's what I do currently. I
19 used to give scientific presentations nationally
20 and internationally, but I no longer do that.

21 Q Have you ever given any
22 presentations through attorneys?

23 A To my recollection possibly early
24 on in my practice. I have not done that at least
25 in the last 20 years.

1 G. Dassa

2 Q To whom did you give a presentation
3 to in terms of attorneys?

4 A To my recollection I think it was
5 one or two times I had given a lecture on RSD for
6 a CLE course that somebody hired me to do.
7 Beyond that, nothing that I can recall.

8 Q Do you remember the name of the
9 organization that hosted your presentation?

10 A No, I don't.

11 Q Did you ever give any presentations
12 to individual law offices?

13 A No, sir.

14 Q In connection with this matter have
15 you seen a claimant named Clara Garner?

16 A Yes, sir.

17 Q How did you first come to see Clara
18 Garner?

19 A She presented to see me as a
20 patient for an initial consultation on May 31,
21 2023.

22 Q As part of your practice when
23 someone first comes to your office do you have
24 them fill out a patient questionnaire?

25 A Yes.

1 G. Dassa

2 Q Do you keep and maintain that as
3 part of your business records?

4 A Generally, yes.

5 Q Is that questionnaire filled out at
6 or about the time that the person first presents
7 to you?

8 A It depends. Since we moved to
9 digital sometimes the patient does it beforehand
10 on line. At times it is done in the office.

11 Q With respect to Clara Garner, do
12 you know how she completed her patient
13 questionnaire?

14 A I don't have that document with me,
15 so I don't know.

16 Q Do you have that document in your
17 records at the present time?

18 A No.

19 Q Have you ever provided a copy of
20 that document to Clara Garner's attorneys?

21 A I can't verify either way. I am
22 not involved in that process. It may have been
23 through a request for records.

24 Q Is that patient questionnaire
25 something that you would maintain in the regular

1 G. Dassa

2 course of your business?

3 A As part of the patient's file it is
4 not maintained as part of the medical treatment
5 notes, but it would be maintained as part of the
6 file, yes.

7 Q As part of the first encounter that
8 you have with Miss Garner would that be an
9 important document to keep and maintain?

10 A If I am relying on that solely for
11 information, yes, but I do question the patient
12 regarding history, which is the same history, and
13 it allows me an opportunity to dig deeper into
14 the information. It doesn't change. I don't
15 actually look at it when I am seeing the patient.
16 I am getting the history from the patient
17 certainly.

18 Q When you first encounter a new
19 patient is it good and accepted medical practice
20 to obtain as complete a history as possible?

21 A Yes, sir.

22 Q If you don't get a full and
23 complete history could that affect your
24 diagnosis?

25 A It depends on how the history

1 G. Dassa

2 varies from what was given by the patient, but
3 obviously it would be best to have the most
4 information as opposed to less information. If
5 you did not have pertinent information pertinent
6 to the injury it could affect the diagnostic
7 conclusions.

8 Q When a new patient first presents
9 to you do you rely on that person's credibility
10 in telling you their history of their claimed
11 condition or conditions?

12 A Yes, sir.

13 Q If that history is not truthful or
14 not complete could that affect your diagnosis?

15 MR. DALLAS: Objection. You can
16 answer it.

17 A Possibly.

18 Q When you first encounter a new
19 patient do you have what is known as an intake
20 form?

21 A Yes.

22 Q What information goes into that
23 intake form?

24 A Generally it is a sheet that when
25 the patient is questioned it is filled out by me

1 G. Dassa

2 putting the information down that I use to
3 dictate the note once the encounter is complete.

4 Q Besides yourself does anyone else
5 complete an intake sheet as part of your
6 practice?

7 A At times my PAs do when they see
8 the patient initially. Sometimes a medical
9 assistant will do it.

10 Q Under what circumstances does a PA
11 or medical assistant add information to an intake
12 sheet as opposed to you?

13 A There are times when the patient is
14 physically seen by the PA as an initial patient.
15 We see patients together but we divide the work.
16 They would take the history in the event that
17 they are the first person seeing the patient.

18 Q In the case of Clara Garner do you
19 know if it was you that initially saw her or a
20 physician assistant or a medical assistant or
21 someone else?

22 A I did see the patient with my PA.
23 As far as who took the historical details down
24 based upon the information that you have, I can't
25 tell if it was him alone or me alone or the both

1 G. Dassa
2 of us because I don't have the scratch sheet as I
3 dictated the note when the patient was done.

4 MR. MCGANNON: Off the record.

5 [Whereupon, a discussion was held
6 off the record.]

7 MR. MCGANNON: I will mark this
8 first document as Defendant's Exhibit A.
9 This is plaintiff's medical exchange served
10 October 30, 2024.

11 [Whereupon, the document was
12 hereby marked as Defendant's Exhibit A for
13 identification, as of this date, by the
14 reporter.]

15 MR. MCGANNON: For the record, it
16 is a 219-page document.

17 Q I will direct your attention to
18 Exhibit I of the exchange, which begins at Page
19 144. Do you recognize this particular type of
20 form?

21 A I do.

22 Q Is this your intake form that you
23 use in connection with your practice?

24 A Yes.

25 Q On this particular new patient

1 G. Dassa

2 intake form there is a date at the top of May 18,
3 2023. Does that indicate when Clara Garner first
4 appeared at your office?

5 A No, that's when she called the
6 office to make an appointment.

7 Q The information that was provided
8 to your office, was this provided by Clara
9 Garner?

10 A Yes.

11 Q How do you know that?

12 A That information would have been
13 obtained when she called to make an appointment.
14 They asked her her name and date of birth and her
15 address. These are typical questions that
16 patients are asked before they come in.

17 Q How do you know it came from Miss
18 Garner and not someone on her behalf?

19 A We generally get that information
20 from patients. We don't speak to other people
21 because of HIPAA issues.

22 Q As of May 18, 2023 your office knew
23 that Miss Garner was represented by an attorney;
24 is that correct?

25 A Yes.

1 G. Dassa

2 Q On or before May 1, 2023 did your
3 office ever receive a referral of clients to your
4 practice?

5 MR. DALLAS: Objection. You can
6 answer it.

7 A It is a very general question. Are
8 you asking me from anybody or at all?

9 Q From attorneys or law offices, did
10 you ever receive referrals of their clients to
11 your practice?

12 A This specific attorney or attorneys
13 in general?

14 Q In general?

15 A Yes, I get referrals from attorneys
16 on a weekly basis. Most of my Workers'
17 Compensation referrals come through patients who
18 have contact with attorneys as they need
19 attorneys to administer their cases.

20 Q With respect to this attorney,
21 Robert Dallas, before May 18, 2023 did you ever
22 receive any referrals of his clients to your
23 office or practice?

24 A I know Mr. Dallas many years. I am
25 sure he has referred me clients in the past. I

1 G. Dassa

2 don't particularly see clients from him in the
3 Upstate location.

4 Q For how long have you known Mr.
5 Dallas?

6 A I would say at least 15 or 20
7 years.

8 Q On approximately how many occasions
9 has he referred clients to your practice?

10 A I don't know.

11 Q Do you keep any type of record with
12 respect to referrals from attorneys?

13 A No, I don't.

14 Q Other than a new patient intake
15 form do you keep any other records that would
16 indicate a potential referral from an attorney?

17 A This document just indicates that
18 the patient has an attorney. It doesn't indicate
19 that she was referred by an attorney. In the
20 digital section of the chart if the attorney did
21 refer the patient it would be in there.

22 Q Before today's deposition you
23 didn't review any deposition testimony from Clara
24 Garner?

25 A No, I didn't.

1 G. Dassa

2 Q You don't know whether or not she
3 testified under oath that she learned of her
4 doctors through her attorneys?

5 A I am not aware of that, no.

6 Q With respect to Miss Garner, Page
7 144 of Defendant's Exhibit A, the new patient
8 intake form, is there an indication as to how
9 this potential treatment will be billed?

10 A There is an insurance carrier which
11 is Allstate. If that's what was provided by the
12 patient it is assumed that's how it would be
13 billed.

14 Q In the fifth subject on the new
15 patient intake form it is indicated it has the
16 heading of case and it has No-Fault circled. Who
17 provides that information?

18 A The patient.

19 Q As far as insurance carrier and
20 claim number, does that also come from the
21 patient?

22 A That information comes in various
23 stages of patient contact. In this particular
24 case since it is with the rest of that
25 information it did come from the patient.

1 G. Dassa

2 At times the information comes
3 later. It could come from calling an insurance
4 company once the claim is verified or it could at
5 times come from the attorney if it was deemed
6 necessary.

7 Q Could this information on the
8 patient intake come from an attorney's office?

9 A In general it could. In this
10 particular case I don't think that's where it
11 came from. All of the information was obtained
12 at the same time.

13 Q With respect to the sixth subject
14 on the new patient intake form the heading is
15 Body Parts Injured. Does that heading suggest or
16 presume that there was an injury?

17 A Yes.

18 Q Who is Sovanna?

19 A The PA that sees patients with me.
20 It would indicate on May 24th there was an
21 initial appointment set up. We have our own
22 calendar in our scheduling software. It would
23 indicate that the patient was put into his
24 calendar, but it didn't happen on that date
25 obviously.

1 G. Dassa

2 Q On May 31, 2023 was it you that saw
3 Miss Garner or Sovanna or somebody else?

4 A We saw the patient together because
5 I sign his notes when I see the patients with
6 him, countersign his notes.

7 Q The signatures on those notes, are
8 they electronic signatures that can be installed
9 on a note?

10 A Yes.

11 Q The form that appears at Page 148
12 of Defendant's Exhibit A has Dassa Orthopedics
13 and Rehab at the top. Is that the name of the
14 practice that was located at 203 Wickham Avenue
15 as of May of 2023?

16 A I know my sign says Dassa
17 Orthopedics. I don't know if it says rehab. I
18 don't remember. That's my paperwork.

19 Q This form, who fills out this form?

20 A Generally the patient.

21 Q Do you know if this handwriting is
22 Miss Garner's handwriting or someone else's?

23 A I don't know.

24 Q Do you have any forms that are
25 signed by Miss Garner?

1 G. Dassa

2 A I don't know. I didn't see any
3 forms that she signed.

4 Q When Miss Garner first arrived at
5 your office on May 31, 2023 did you personally
6 interview her?

7 A I can't tell based upon the note
8 who took the history. If the patient was in the
9 PA's schedule likely he took the history.

10 Q Who trained Sovanna?

11 A I did.

12 Q Is this the first medical practice
13 in which he ever worked?

14 A When I did my orthopedic training
15 at Bronx Lebanon Hospital he started as a PA. We
16 worked together since 1993 ir 1994. I have been
17 working with him since that time.

18 We have worked in the same
19 orthopedic department in Bronx Lebanon Hospital
20 and then at different practice locations. I
21 worked with him for years and this is not the
22 first time he has done this.

23 Q As of May of 2023 were you
24 confident in your PA Sovanna's abilities to take
25 a full and complete medical history from a new

1 G. Dassa

2 patient?

3 A Extremely confident.

4 Q When Miss Garner first arrived at
5 your practice was there any inquiry as to whether
6 or not she had seen any other providers before
7 arriving at your office?

8 A Yes.

9 Q What did the history indicate as
10 far as any other providers that she had seen
11 prior to arriving at your office?

12 A She stated that she was seen at the
13 emergency department at Wyckoff Heights Hospital
14 and also was seen by the primary care doctor
15 based upon what the note states.

16 Q Did Miss Garner indicate that she
17 went to Wyckoff Heights Medical Center on the
18 date of the claimed accident?

19 A She didn't specify.

20 Q What was the date of the claimed
21 accident?

22 A May 1, 2023. The note states she
23 was taken. That would assume there was some type
24 of transport, but the date of the accident was
25 May 1, 2023.

1 G. Dassa

2 Q You are aware that there was no
3 response by any police or ambulance at the scene?

4 A I was not aware of that, no.

5 Q Do you know how she was transported
6 or arrived at Wyckoff Heights Medical Center?

7 A I don't know.

8 Q Do you know if it was private
9 vehicle?

10 A I am not certain of the
11 circumstances pertinent to the transport.

12 Q Is it your understanding that
13 Wyckoff Heights Medical Center records are the
14 first record for this new patient?

15 A That's my understanding.

16 Q Between the first visit to your
17 office and today have you ever seen the Wyckoff
18 Heights Medical Center chart for Clara Garner?

19 A No.

20 Q Have you made any effort to obtain
21 a copy of the Wyckoff Heights Medical Center
22 chart for Miss Garner?

23 A Yes.

24 Q What type of effort did you make?

25 A Basically we contact the hospital

1 G. Dassa

2 and we send them a HIPAA release to obtain the
3 records. They advised us that it they would be
4 mailed, but they were never received.

5 Q When was the first attempt that
6 your office made to get the records?

7 A It would have been sometime after
8 the May 31st evaluation. I don't know the exact
9 date.

10 Q That's sometime in May of 2023 that
11 a first attempt was made to obtain Miss Garner's
12 records from Wyckoff Heights Medical Center.
13 What other additional attempts were made until
14 today?

15 A I don't know the exact number of
16 attempts. I know an attempt was made. How many,
17 I don't know. I can tell you I have never
18 received those records.

19 Q Given that Miss Garner identified
20 an attorney during the intake process did you
21 make any inquiries of Robert Dallas for a copy of
22 the Wyckoff Heights Medical Center chart?

23 A No, sir. The absence of that
24 information didn't affect my ability to treat the
25 patient effectively. If there was an issue that

1 G. Dassa

2 I needed to see those records that could have
3 been done. There was no reason to do so.

4 Q Would review and consideration of
5 the information from Wyckoff Heights Medical
6 Center affect your opinion with respect to
7 diagnosis?

8 MR. DALLAS: Objection. You can
9 answer it.

10 A Again, it depends on the
11 information. Lots of times patients have
12 different symptoms initially that evolve over
13 time. In this particular case it didn't affect
14 my ability to treat the patient.

15 Q Would it be important to know what
16 her initial complaints were?

17 A If you are telling me if it is a
18 consistency issue, but as I said, patients will
19 generally go to the emergency room and speak
20 about the thing that is hurting them the most.
21 There could be three other injuries that have not
22 manifested themselves.

23 Other than the fact that she had an
24 injury that was significant enough for her to go
25 to the hospital, the information in the hospital

1 G. Dassa

2 record, if it doesn't involve the fracture or
3 some type of catastrophic injury, it doesn't
4 really affect my judgment either way.

5 Q Do you know if there was a
6 musculoskeletal examination done of Miss Garner
7 at Wyckoff Heights Medical Center on May 1, 2023?

8 A I can't tell you that because I
9 didn't see the document, I don't know.

10 Q Do you know if there was a
11 neurological examination performed on Miss Garner
12 at that facility on the date of the accident?

13 MR. DALLAS: Objection. You can
14 answer it.

15 A Same answer.

16 Q Do you know if there were any
17 radiological or other diagnostic testing done of
18 Miss Garner at Wyckoff Heights Medical Center on
19 May 1, 2023?

20 A Only as verbalized by the patient
21 that she had an X-ray of the neck and was
22 discharged after that was found to be
23 satisfactorily absent of traumatic findings.
24 Beyond that I am not aware of that study because
25 I didn't see it.

1 G. Dassa

2 Q Did she say anything about a CAT
3 scan?

4 A She did not verbalize that on that
5 initial date.

6 Q From May of 2023 up until today
7 have you ever seen a CAT scan of her cervical
8 spine from Wyckoff Heights Medical Center?

9 MR. DALLAS: Objection. You can
10 answer it.

11 A No, sir.

12 Q Is it fair to say you don't know
13 whether or not there was chronic degenerative
14 changes found throughout her cervical spine?

15 MR. DALLAS: Objection. You can
16 answer it.

17 A I am not aware of that.

18 Q In the emergency rooms is there
19 something also more simple for a test such as
20 checking someone's skin in addition to other
21 exams?

22 MR. DALLAS: Objection. I will
23 instruct him not to answer that.

24 MR. McGANNON: You can't instruct a
25 witness not to answer.

1 G. Dassa

2 MR. DALLAS: You can answer it if
3 you understood it.

4 MR. MCGANNON: I'll rephrase it.

5 Q Besides the musculoskeletal and
6 neurological examination of a patient in an
7 emergency room setting is there something more
8 basic as a provider checking someone's skin for
9 any evidence of trauma?

10 A You are speaking of components of a
11 physical examination, so a musculoskeletal
12 examination and a neurological examination is a
13 component of the physical examination.

14 If you are speaking of observation
15 or inspection that would be a visualization of
16 any outward signs of severe trauma, bruising,
17 bleeding, deformities, so part of the skin would
18 be part of the inspection process.

19 Q Are you familiar with the term seat
20 belt sign?

21 A Yes, generally when patients have
22 collisions, specifically front end and rear end
23 collisions, which are most prone to that, there
24 is usually some type of welt or bruising where
25 the seat belt drapes across the shoulder and

1 G. Dassa

2 chest as a consequence of its restraining the
3 patient after there is an exposed force.

4 Q Do you know what the mechanism of
5 the collision was?

6 A The patient reported that it was a
7 driver's side collision. That's my
8 understanding.

9 Q A sideswipe?

10 A It is a driver's side collision.
11 The word sideswipe was not used.

12 Q You don't know?

13 A No.

14 Q When Miss Garner arrived at Wyckoff
15 Heights Medical Center do you know if she
16 exhibited any bruising?

17 A I didn't see the records, so I
18 can't comment accurately.

19 Q When you first saw her did she
20 exhibit any bruising?

21 A No, sir.

22 Q What is arthropathy?

23 A That would be an abnormal condition
24 of a joint.

25 Q Is arthropathy something that could

1 G. Dassa

2 develop within a few hours?

3 A It depends on the type of
4 arthropathy you are speaking of. There is
5 traumatic arthropathy, degenerative arthropathy.

6 If you are speaking of traumatic
7 arthropathy it depends on the level of trauma.
8 At times in less than catastrophic injuries it
9 could take hours to weeks sometimes for
10 arthropathy to develop.

11 In cases of more severe injuries or
12 catastrophic injuries you will see arthropathy in
13 a more immediate timeframe, but it is very
14 variable if you are speaking of traumatic
15 arthropathy.

16 If we are speaking of degenerative
17 arthropathy, which is specific to arthritis, that
18 would take years to develop.

19 Q You don't know whether or not the
20 CAT scan taken of Miss Garner's neck at Wyckoff
21 Heights Medical Center revealed chronic
22 degenerative changes in the cervical spine?

23 MR. DALLAS: Objection. You can
24 answer it.

25 A Again, I didn't see that study.

1 G. Dassa

2 She had an MRI of the cervical spine that would
3 indicate something similar.

4 Q I am just talking about the CAT
5 scan?

6 A No, I didn't see the CAT scan.

7 Q Besides going to Wyckoff Heights
8 Medical Center Miss Garner also went to a primary
9 care physician?

10 A Yes, on May 2, 2023.

11 Q What was the name of the primary
12 care physician?

13 A It is not documented. I don't
14 know.

15 Q Did she go to a hospital facility
16 for the purpose of primary care?

17 A I don't know where the contact took
18 place.

19 Q Did you ever make any attempt to
20 obtain Miss Garner's records from her primary
21 care provider?

22 A No.

23 Q Why not?

24 A Because generally primary care
25 notes are incomplete and they don't have the

1 G. Dassa

2 expertise to obtain information that would be
3 useful.

4 I generally don't obtain those
5 records unless there is a specific reason to do
6 so and there was no reason to do so in this
7 particular case.

8 Q What if the primary care provider
9 was Weill Cornell, do you consider Weill Cornell
10 inadequate or ill equipped to diagnose or treat
11 patients?

12 A Hospitals don't treat, doctors
13 treat. If a primary care doctor was in Brooklyn
14 in the private office or in a clinic in Weill
15 Cornell the hospital does not lend anymore
16 expertise to the doctor's training. What
17 difference would that make to me, it is the same
18 information.

19 Q What if the primary care provider
20 had additional history that was pertinent to any
21 complaints the patient made to you on initial
22 presentation?

23 MR. DALLAS: Objection.

24 A If there was concern to me
25 pertinent to the patient being an inaccurate

1 G. Dassa

2 historian, yes. But there was no issues pertinent
3 to history. It doesn't really change anything.

4 Q When Miss Garner first presented to
5 you on May 31, 2023 did you ask her if she ever
6 had any prior knee pain?

7 A She denied it.

8 Q Do you know if Miss Garner made
9 complaints of knee pain to anyone at Weill
10 Cornell dating back to September 8, 2015?

11 A I am not aware of that, I didn't
12 see any records from Weill Cornell.

13 Q Complaints of knee pain going back
14 to September of 2015 would have been pertinent
15 for your purpose?

16 A Did the patient ever have pain,
17 yes. The patient had a traumatic injury in 2023.
18 She is 62 years old. Patients could have
19 complaints of pain anywhere in their body. That
20 does not equate to trauma.

21 Q How do you know she had a traumatic
22 injury on May 1, 2023?

23 A Because she reported no pain prior
24 to this accident. She had symptoms that
25 developed after the accident. There were

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G. Dassa

objective findings on MRI that would corollate to some component of an acute trauma. It is my logical deduction in patient care.

Q If Miss Garner didn't tell you the truth about the absence of prior pain in the knees going back to 2015 would that affect your assessment?

MR. DALLAS: Objection, speculation.

A No.

Q What is osteoarthritis?

A That's degenerative arthropathy or degenerative wear and tear or breakdown of a joint.

Q How long does that take to develop?

A Decades.

Q If someone has osteoarthritis and also has tricompartmental synovitis, what does that say with respect to longevity?

A I don't know if I am interpreting the question correctly, but if a person has osteoarthritis it does indicate that there was some pre-existing process in the knee.

In this particular case the patient

1 G. Dassa
2 is a general finding which represents
3 inflammation. Inflammation can come from
4 degenerative findings. It could come from
5 traumatic findings.

6 If the symptoms of pain are prior
7 to a trauma you would say it is coming from the
8 arthritis. If it developed after a trauma it
9 could be from some acute injury or an aggravation
10 of the degenerative changes.

11 It would be depending on the timing
12 of the symptom development. Synovitis as its own
13 finding has to be correlated with history.

14 Q As far as the intake that you
15 received there was no prior history of any prior
16 knee complaint?

17 A She was not having any history of
18 any pain or recent injury prior to May 1, 2023.
19 That doesn't mean she never had knee pain in her
20 whole life.

21 Q The history that you took was no
22 prior knee pain and no prior knee problems; is
23 that correct?

24 A Yes.

25 Q You had never seen Miss Garner

1 G. Dassa

2 before May 31, 2023, correct?

3 A Correct.

4 Q Osteoarthritis, is that the same
5 thing as when the cartilage at the end of the
6 bones wears away?

7 A There is different levels of
8 osteoarthritis. What you just described is
9 advanced stages of osteoarthritis.

10 You can have softening of the
11 cartilage where that cartilage starts to thin in
12 different grades. A minor thinning would be
13 grade one, grade two is a further thickness, but
14 less than 50 percent, grade three would be
15 greater than 50 percent, and grade four would be
16 complete absence of the cartilage.

17 It depends what stage you are
18 finding a person with osteoarthritis in a
19 particular joint and what you described is
20 specifically to advanced stages where it is worn
21 off the bone.

22 Q With respect to the spine, are you
23 familiar with the term spondylosis?

24 A Yes.

25 Q What is spondylosis?

1 G. Dassa

2 A As a result of the normal aging
3 process when you look at tissues that have fluid,
4 disks have a fluid component of their anatomy.
5 There is a nucleus, which is the liquid portion
6 of the disk, and the thick soft tissue component.

7 As we age, and aging is 30 to 35
8 years old or older, that process of desiccation
9 or drying of the disk occurs.

10 As the fluid dries in the disks the
11 pressure is lost on the disks and those disks
12 become compressed. The compression of the disk
13 space causes narrowing and the spondylosis is a
14 specific term to the narrowing of those disk
15 spaces.

16 Q The desiccation of the disk space
17 narrowing, how long does that take to develop?

18 A It is very variable because every
19 patient, depending on their genetics, race, their
20 type of makeup, you will have it occur over
21 years.

22 Some patients can have it occur
23 rapidly over five or six years. In the face of
24 trauma it can occur even quicker. There are some
25 patients that will have minimal narrowing after

1 G. Dassa

2 30 or 40 years, everybody is different. By a
3 general understanding of spondylosis that
4 narrowing would occur over years, not weeks or
5 months.

6 Q With respect to facet hypertrophy,
7 is that referring to bony overgrowth?

8 A Yes.

9 Q Is that pointing towards a
10 degenerative arthritic chronic stress?

11 A You can have hypertrophy and bony
12 overgrowth in the absence of degenerative
13 findings.

14 If the disk space becomes narrow
15 the forces that go across the disks are less
16 dissipated through the disk and it gets absorbed
17 through the facet. The facet will enlarge in
18 response to those forces. That can occur with or
19 without degenerative changes.

20 All narrowing is not degenerative
21 and all narrowing is not associated with
22 arthritis. In the specific case of a facet
23 hypertrophy it could be there with degenerative
24 changes and in the absence of degenerative
25 changes.

1 G. Dassa

2 Q The facet hypertrophy, is that
3 pointing to a chronic condition?

4 A Yes.

5 Q When we say chronic, how long?

6 A It would have to be a number of
7 years. In this particular person she is 62 years
8 old when I saw her. It had to be at least over
9 the course of 40 years.

10 Q When you first saw Miss Garner on
11 May 31, 2023 in accordance with your practice you
12 took her vitals; is that correct?

13 A There were no vital signs done.

14 Q You did take her height and weight?

15 A Yes.

16 Q What was her stated height and
17 weight?

18 A She was five foot two, 190 pounds.

19 Q What is the BMI score for that
20 height and weight?

21 A I would have to calculate it.

22 Q Is that approximately 38?

23 A I will take your word for it, yes.

24 Q Is that obese?

25 A By definition, yes.

1 G. Dassa

2 Q You did take a history as far as
3 surgery with respect to Miss Garner?

4 A Yes.

5 Q What did she tell you?

6 A She had bariatric surgery, surgery
7 to both shoulders, one in 2016 and one in 2017.
8 She also had breast surgery in 2018 to the right
9 breast.

10 Q With respect to the bariatric
11 surgery, that's a weight loss procedure?

12 A Yes.

13 Q When she saw you she was five foot
14 two and 190 pounds. That would be towards the
15 higher end of class one obesity?

16 A Yes.

17 Q What effect does obesity have on
18 joints?

19 A It varies from person to person, it
20 can range from no effect to severe exacerbation
21 of condition, and it can also cause conditions
22 such as speaking to the weightbearing, the hips,
23 joints, knees, ankles, it can cause the
24 development an exacerbation of degenerative
25 changes.

1 G. Dassa

2 Q Including osteoarthritis?

3 A Yes.

4 Q With respect to the shoulders, did
5 you ask her any questions about why she had
6 undergone bilateral rotator cuff surgeries?

7 A No.

8 Q Any reason you didn't ask her about
9 that?

10 A Because they were not areas of
11 complaint and that information was not pertinent.
12 She was not complaining of shoulder pain.

13 Q Can't you have referred pain from
14 the neck involving the shoulders?

15 A That would be radiculopathy. You
16 don't have shoulder surgery for referred pain
17 from the neck. She had a rotator repair to the
18 left shoulder which is a specific repair of a
19 damaged tendon in 2016.

20 Q Did you ask her if she had been
21 involved in any prior trauma requiring those
22 bilateral rotator surgeries?

23 A We didn't discuss trauma in the
24 context of those treatments, no.

25 Q On that first visit of May 31, 2023

1 G. Dassa

2 do you have that note in front of you?

3 A Yes.

4 Q You stated, "Which caused the
5 patient to sustain injury to the neck, lower
6 back, left wrist and left knee." Did I read that
7 properly?

8 A Yes.

9 Q When you first saw her you assumed
10 that whatever body part was involved was caused
11 to be injured by a car accident of May 1, 2023?

12 A There was no assumption, that's
13 what the patient told me.

14 Q Did you examine her on that date?

15 A Yes.

16 Q That meeting with Miss Garner,
17 which included an interview and a physical
18 examination, how long did that take?

19 A I don't have an indication as to
20 the exact amount of time. Usually it takes 45
21 minutes to an hour to get through a history and
22 physical and finish up with the patient.

23 Q In the prior medical history that
24 you recorded there was no mention of any prior
25 complaints with respect to the knees; is that

1 G. Dassa

2 correct?

3 A Correct.

4 Q As far as medications, among the
5 medications Miss Garner revealed she had been
6 taking was Ozempic; is that correct?

7 A Yes.

8 MR. MCGANNON: The BMI for someone
9 of her height and weight is approximately
10 34.8. I stand corrected.

11 MR. DALLAS: Duly noted.

12 Q On that first occasion that you saw
13 Miss Garner did you set up a treatment schedule
14 or plan for her?

15 A Yes.

16 Q On that first occasion did you feel
17 you had a good grasp of what she needed in terms
18 of care and treatment?

19 A Yes.

20 Q What were the things that you
21 recommended upon that first encounter with Miss
22 Garner?

23 A She was advised for physical
24 therapy, chiropractic care and an evaluation by
25 pain management. She was having stomach issues

1 G. Dassa
2 pertinent to a history of reflux, so we didn't
3 prescribe any antiinflammatory medication. Also
4 the gastric bypass history.

5 She was noted to be indicated for
6 MRIs of the neck and her back and left wrist and
7 left knee. She was advised to return in three
8 weeks.

9 Q When you were recommending physical
10 therapy and chiropractic at that moment did you
11 have a particular facility in mind?

12 A The patient is given a general
13 prescription for therapy. I don't direct
14 patients where to treat.

15 The patients that live in
16 Middletown, for this particular office it is
17 their choice, they can stay at that location. I
18 have patients that travel distances, so there is
19 lots of surrounding towns. I leave it up to the
20 patient.

21 Q You had Mid Hudson Physical Therapy
22 and Chiropractic at the same address; is that
23 correct?

24 A Yes.

25 Q Did you instruct Miss Garner to

1 G. Dassa

2 simply stay at that location to do physical
3 therapy or chiropractic?

4 A I think I answered the question
5 clearly prior. I don't direct patients anywhere.
6 They are given a general prescription and they
7 are to go where it is convenient for them. I
8 don't direct patients to go anywhere.

9 Q Is it your testimony that you never
10 mentioned that you have Mid Hudson Physical
11 Therapy and Chiropractic at the same location as
12 your practice?

13 A I don't have those conversations
14 with my patients. There is no reason for me to
15 discuss that.

16 When they are checking out if they
17 are inquiring about it that would be on their own
18 volition, I don't discuss that with patients.

19 Q Did Mid Hudson have a sign at the
20 203 Wickham Avenue office?

21 A Yes.

22 Q Was that in existence or in place
23 as of May 31, 2023?

24 A Yes.

25 Q Where was that sign in relation to

1 G. Dassa

2 your sign, Dassa Orthopedics?

3 A My signage is the main sign as I am
4 the main practice. There is signage on the
5 windows for both the Mid Hudson and Dr. Datta. I
6 know it as Garden State. There is a sign for him
7 as well.

8 Q In May of 2023 was it your practice
9 to always recommend physical therapy and/or
10 chiropractic on the initial encounter?

11 MR. DALLAS: Objection. You can
12 answer it.

13 A It depends on the injuries. There
14 are injuries that it would be contraindicated to
15 do chiropractic treatment.

16 I don't always do anything. My
17 treatments are not cookbook, they are based upon
18 patient need.

19 In this particular case with the
20 patient with the neck pain and radicular findings
21 that was the reason for this particular patient
22 to be referred to pain management and the patient
23 was having neck and back pain so that was the
24 reason for the chiropractic evaluation. Do I do
25 that for every patient, no.

1 G. Dassa

2 Q When you do recommend physical
3 therapy and chiropractic is that in any way
4 contraindicated if someone is being sent for
5 physical therapy and chiropractic at the same
6 time?

7 A We are dealing with extremities and
8 with the spine. The wrist and the knee is not
9 concurrent care to a neck and back treatment.

10 Generally physical therapy will
11 deal with the extremities and the chiropractor
12 will deal with the neck and back if that's the
13 services provided.

14 I didn't send the patient to the
15 chiropractor for left wrist and left knee pain.
16 There is no contraindication to the patient
17 seeing the chiropractor for the neck and back and
18 vice versa.

19 Q Is it helpful sending someone to do
20 physical therapy and chiropractic of the spine at
21 the same time?

22 A That would be considered concurrent
23 care. If a chiropractor is treating the neck and
24 back or the physical therapist it would be a
25 duplication of treatment.

1 G. Dassa

2 There would be no reason to have
3 two treatments for the same body part. The
4 chiropractor generally does all that a physical
5 therapist would do, he just adds manipulations to
6 it.

7 I am sure some places do it. I
8 don't do that. I would not advise that because
9 you can overtreat a patient and give them more
10 pain if you treat them too much in the initial
11 phases of injury. It is not something that I
12 would advise.

13 Q Dr. Datta, was his practice known
14 as Garden State in May of 2023 or was it known as
15 Datta Endoscopic Back Surgery and Pain Center?

16 A He has been known by both of those.
17 What he was identified as at that location, to my
18 knowledge it was Garden State.

19 That doesn't mean that he was not
20 functioning under Datta Endoscopic. I don't
21 know. Those are questions that would have to be
22 directed to him.

23 Q You made a referral for Miss Garner
24 to Mid Hudson Physical Therapy and Chiropractic;
25 is that correct?

1 G. Dassa

2 A Again, I made a physical therapy
3 referral. Where the patient did therapy, I am
4 not certain. I don't have those records.

5 If you are telling me that's where
6 the patient received treatment, I can state
7 that's where she went. I didn't refer the
8 patient there.

9 Q Did you refer Miss Garner to Dr.
10 Datta?

11 A Yes.

12 Q Did you refer Miss Garner for MRIs?

13 A Yes.

14 Q The MRI facility to which you
15 referred Miss Garner, is that Leading Edge
16 Medical Diagnostics, PC?

17 A Yes.

18 Q Before May 31, 2023 you had
19 referred other patients to Dr. Datta; is that
20 correct?

21 A Yes.

22 Q You had referred other patients to
23 Leading Edge; is that correct?

24 A Yes.

25 Q With respect to Leading Edge, going

1 G. Dassa

2 to Defendant's Exhibit A, Page 147, is this a
3 prescription for MRIs?

4 A Yes.

5 Q Leading Edge Medical Diagnostics,
6 PC?

7 A Yes.

8 Q The prescription is signed off by
9 you?

10 A By my PA.

11 Q Are you designated as the referring
12 doctor?

13 A Yes.

14 Q Does the PA have the authority to
15 sign off for you?

16 A Yes.

17 Q This form, is that something that
18 you had available at your practice in May of
19 2023?

20 A Yes.

21 Q Did you ever send patients from
22 that area to any other facility?

23 A Yes.

24 Q What are the names of the other
25 radiological facilities to which you would refer

1 G. Dassa

2 patients?

3 A There is Open MRI in Middletown,
4 Bold Radiology is another source, Orange
5 Radiology. There are various pads in my office
6 for MRI referrals.

7 Q Is there a reason that you used
8 Leading Edge with Miss Garner?

9 A Yes, generally reliability for
10 getting appointments and also to get reports in a
11 timely manner.

12 They have a good track record
13 pertinent to getting a convenient appointment for
14 the patient, getting the study done in a timely
15 manner, and the report.

16 Upstate there is all sort of issues
17 with radiologists available to read films and
18 things of that nature. There is delays of
19 getting appointments and reports. Leading Edge,
20 at least at that time, it is probably the most
21 reliable place up there.

22 Q It was a business decision by you
23 to refer Miss Garner to Leading Edge?

24 A It is a clinical decision. I have
25 to get things done for my patients and you don't

1 G. Dassa

2 want delay in treatment and diagnosis.

3 Q Am I correct that your medical
4 practice is a business?

5 A Yes, but this is a medical
6 decision. I don't have any business with Leading
7 Edge other than to refer them patients for a
8 test. I sent them to them for a medical
9 decision.

10 Q If you were not satisfied with the
11 services from the other radiology facilities why
12 didn't you cut them out?

13 A I do. That's why I use Leading
14 Edge. These problems are a dynamic issue, they
15 go through changes.

16 It would be preferable for me to
17 send the patient to Middletown, but that's the
18 place where I get the worst results as far as
19 getting timely reports. I don't use them.

20 Do I make a specific decision to
21 say I am getting them out, no, I just refer to
22 the more reliable places which would be Leading
23 Edge in this case.

24 At that time it would have been
25 Bold, but they didn't have a location in that

1 G. Dassa

2 area in 2023. There is no conscious statement.
3 I just don't use them because of reliability
4 issues.

5 Q You mentioned reliability. Did you
6 send patients such as Miss Garner to Leading Edge
7 because you are able to rely on the read from
8 Daniel Schusselberg?

9 A I don't rely on any radiology
10 reads. I review my own films and come to my own
11 conclusions. I don't find any problems with Dr.
12 Schusselberg.

13 When I speak of reliability it is
14 pertinent to get a timely appointment and to get
15 the patient to have the study performed and not
16 cancel the appointments and to get my reports in
17 a timely manner.

18 I interpret my own films and I have
19 not had any issues in the past with Dr.
20 Schusselberg's reads as far as a comparison to my
21 own interpretation.

22 Q Did you send patients to Leading
23 Edge and Dr. Schusselberg because you can rely on
24 his reads to back up your findings?

25 A I think I answered that question.

1 G. Dassa

2 The answer is no.

3 Q Miss Garner underwent MRI study of
4 the cervical spine, lumbar spine on June 21,
5 2023?

6 A Yes.

7 Q Are you aware of any prior MRI
8 studies of those parts of the body before those
9 dates with respect to Miss Garner?

10 A Not that I am aware of.

11 Q Miss Garner underwent MRI studies
12 of the left wrist and left knee on July 12, 2023,
13 correct?

14 A Yes, sir.

15 Q Are you aware of any prior MRI
16 studies involving Miss Garner prior to those
17 dates?

18 A No.

19 Q With respect to those parts of the
20 body?

21 A No, sir.

22 Q Are you a radiologist?

23 A No, I am not.

24 Q That would be a different
25 specialty; is that correct?

1 G. Dassa

2 A Yes.

3 Q After the performance of the MRI
4 studies you saw Miss Garner on September 19,
5 2023; is that correct?

6 A Yes.

7 Q Was that the first visit after the
8 MRIs?

9 A Yes.

10 Q With respect to the left knee MRI,
11 am I accurate that osteoarthritis was found in
12 the left knee?

13 A Yes.

14 Q In particular in the area of the
15 patella?

16 A Yes.

17 Q Following receipt and review of the
18 read by Dr. Schusselberg did you make any changes
19 to Miss Garner's treatment plan with respect to
20 the left knee?

21 MR. DALLAS: Objection. You can
22 answer it.

23 A No, she was advised to continue
24 with the physical therapy and chiropractic care
25 and pain management.

1 G. Dassa

2 I did mention to her that given her
3 MRI findings there could be a potential if she
4 doesn't improve to discuss surgery and she
5 understood that. There was no specific change
6 made to the treatment plan at that point.

7 Q Am I correct that your main focus
8 as far as care of treatment of Miss Garner was
9 the left knee?

10 A Correct.

11 Q You had referred her for management
12 of the cervical spine and lumbar spine to Dr.
13 Datta; is that correct?

14 A Yes.

15 Q With respect to the left wrist,
16 after getting Dr. Schusselberg's read on the left
17 wrist did you make any changes to Miss Garner's
18 care plan with respect to the wrist?

19 A Specifically, no.

20 Q What is a vascular necrosis?

21 A That would be a change in the bone
22 that occurs when there is a violation of
23 circulation. When bone circulation is disrupted
24 the bone dies, which is called necrosis or
25 osteonecrosis.

1 G. Dassa

2 Q How long does that take to develop?

3 A If you compare it to gangrene, if I
4 cut off circulation to your toe it is going to
5 turn black within a few hours.

6 The biologic function is the same
7 to bone. That is looking at it on a biologic
8 level. How long does it take for those changes
9 to occur on a diagnostic study, it could take
10 months.

11 Q Do you know if Miss Garner made any
12 complaints regarding her left wrist at Wyckoff
13 Heights Medical Center?

14 A Again, I have answered those
15 questions. I have never seen it, so I don't
16 know.

17 Q Do you have any idea of the
18 mechanism of the injury to the left wrist with
19 respect to Miss Garner's event of May 1, 2023?

20 A She did not give any clear
21 mechanism as to why her pain developed after this
22 incident. All I can say generally is it was the
23 car accident. She could have braced herself. I
24 don't know, she didn't describe anything and she
25 was not certain. She just knows that her wrist

1 G. Dassa

2 began hurting when it wasn't hurting before.

3 Q It is fair to say you don't know
4 the mechanism associated with the alleged
5 collision with respect to the cervical spine,
6 lumbar spine, left wrist or left knee?

7 A Generally the mechanism in a car
8 accident is some type of whiplash situation. To
9 give you a specific charting of the mechanism,
10 most of the time you don't have that. Car
11 accidents create forces that go in many
12 directions.

13 Q Is it fair to say you don't know
14 what the mechanism of the collision was?

15 A It was a driver's side collision.

16 Q You don't know what type of
17 collision?

18 A Driver's side collision.

19 Q Besides involving that side of the
20 car?

21 A That's the information I have, a
22 driver's side collision.

23 Q You don't know the mechanism?

24 A The mechanism is a driver's side
25 collision. As to how it occurred, no, I don't

1 G. Dassa

2 know.

3 Q When did you first discuss surgery
4 with regard to Miss Garner's left knee?

5 A January 23, 2024.

6 Q On that occasion of January 23,
7 2024 when you discussed potential surgery with
8 Miss Garner with respect to the left knee did she
9 agree to it at that time?

10 A She agreed to surgery in January of
11 2024. Surgery was never discussed specifically
12 before that as she wanted to continue with
13 therapy.

14 She felt that the therapy was
15 giving her slow incremental improvement and she
16 wanted to continue with it. It was in January
17 where she felt it was not making a difference
18 anymore. That was when surgery was formally
19 discussed as a treatment.

20 Q On that date, January 23, 2024, she
21 was advised for left knee arthroscopy; is that
22 correct?

23 A Yes.

24 Q On the next visit, March 5, 2024,
25 was there a change in plan?

1 G. Dassa

2 A No.

3 Q Was there discussion regarding a
4 Cortisone injection as opposed to a left knee
5 arthropathy?

6 A That was discussed throughout the
7 whole process. It did come up again in March.
8 The issue in March was we were having a hard time
9 getting medical clearance for her.

10 She has a lot of medical issues, so
11 if you look at the note it was basically to
12 proceed with left knee surgery once we obtained
13 medical clearance. That was really what the
14 stumbling block or the delay was.

15 Q What were the medical conditions
16 that were preventing her from getting cleared?

17 A She has diabetes, hypertrophy, high
18 cholesterol, history of breast cancer, so there
19 is a whole battery of pre-ops that have to be
20 done to manage a patient to optimize them for
21 elective surgery and at that point in March she
22 was not optimized.

23 Q Was March 5, 2024 the first time
24 that Cortisone injection was discussed?

25 A No.

1 G. Dassa

2 Q Was Cortisone injection discussed
3 anywhere in the prior visits as documented by
4 your records?

5 A As a common practice it is always
6 discussed as a treatment option in patients who
7 are not progressing effectively. There was no
8 reason to discuss it up until December as she
9 stated she was achieving improvement.

10 Cortisone is not without side
11 effects. We then reiterated it again in January.
12 It is always discussed as a treatment option. It
13 is proper practice of medicine to always offer
14 patients alternatives to surgery.

15 Q Was Cortisone injection discussed
16 on January 23, 2024 and documented?

17 A "The purpose of the operation as
18 well as benefits and alternate means of treatment
19 have been discussed."

20 That would have been the only
21 alternatives means of treatment with the patient
22 that was not employed, so yes.

23 Q Alternative treatment could mean
24 continued therapy; is that correct?

25 A No, that would be continued

1 G. Dassa
2 treatment. Alternate would be something
3 different. The patient had physical therapy
4 which she found wasn't working, she had an
5 increased level of pain.

6 Other than the normal continuation
7 of things it is done for maintenance, but the
8 only thing to be done different as an alternative
9 to surgery as an additional treatment would have
10 been an injection.

11 Q You mentioned that she came to you
12 at that time with an increased level of pain?

13 A Yes, eight to nine out of ten.

14 Q That type of pain is subjective?

15 A Yes.

16 Q It is within the control of the
17 patient?

18 A It is described by the patient. I
19 don't think patients can control how they
20 perceive pain, but they are in control of how
21 they describe it.

22 Q Did you try to find out what the
23 cause of the increase was at that the specific
24 visit?

25 A There was no change in the

1 G. Dassa

2 condition. It was just the patient just
3 developed more pain.

4 Q Pain is not something that you can
5 objectively measure, right?

6 A No.

7 Q You performed the surgery in the
8 form of a left knee arthroscopy on March 20,
9 2024; is that correct?

10 A Yes.

11 Q Is it accurate to say that you
12 cleaned up some conditions as part of that
13 procedure?

14 A I removed complex tears of the
15 medial and lateral meniscus, which were tears
16 that were not in the zone that would heal if I
17 sewed them back together. I removed very big
18 tears of the lateral and medial meniscus. I did
19 clean up the tissue from synovitis, which is a
20 synovectomy, and that would be the cleanup part,
21 yes.

22 Q The procedure that you performed,
23 did you take intraoperative photographs?

24 A Yes.

25 Q Do you have those as part of your

1 G. Dassa

2 chart?

3 A I don't maintain those, the surgery
4 center does. I can obtain them if necessary.

5 MR. MCGANNON: We have never been
6 provided with with copies of intraoperative
7 photographs. I will follow up in writing
8 for their production.

9 MR. DALLAS: I will ask that any
10 demand be reduced to writing and served on
11 our office and I will respond accordingly.

12 MR. MCGANNON: You got it.

13 Q Following the arthroscopy on March
14 20, 2024 did Miss Garner have any complications?

15 A From the specific surgery, no.

16 Q No infection or anything like that?

17 A No, sir.

18 Q Did you ask her how she felt in the
19 weeks and months after that procedure?

20 A Yes.

21 Q What did she tell you?

22 A Initially she was seen after the
23 surgery to take out her stitches on April 5,
24 2024. Obviously, she was still fresh from
25 surgery and had pain. On subsequent visits her

1 G. Dassa

2 pain level decreased over the subsequent visits.

3 Q How would you characterize the
4 procedure?

5 A I don't understand the question.

6 Q Was it a success, a failure?

7 A It depends on the measure of what
8 you are measuring. Obviously, if a person
9 achieves pain improvement and functional
10 improvement those are measures of success.

11 In the knee when you are removing
12 tissue you cannot restore it to what it was
13 prior. Obviously, we didn't make her what she
14 was before. I think in general as a measure of
15 pain relief and functional improvement it was a
16 success.

17 Q On May 15, 2024 you saw Miss Garner
18 for re-evaluation of the left knee arthroscopy;
19 is that correct?

20 A Yes.

21 Q She was complaining about pain over
22 the anterior aspect of the left knee, is that the
23 area of the patella?

24 A That was more around the surgical
25 portals, where the cuts were made.

1 G. Dassa

2 Q She had pain with certain activity?

3 A Yes.

4 Q What were those activities, do you
5 remember specifically?

6 A I didn't list them, but to my
7 recollection she was having issues with stairs,
8 going down the stairs, and having pain under her
9 kneecap when she was going down the stairs.

10 Q You told her to continue pain
11 management for the cervical spine; is that
12 correct?

13 A Yes.

14 Q Pain management for the lumbar
15 spine?

16 A Yes.

17 Q Did you personally render any care
18 and treatment to the cervical spine or lumbar
19 spine or left wrist?

20 A No, sir.

21 Q The cervical spine and lumbar
22 spine, you had left that to Dr. Datta?

23 A Yes.

24 Q With respect to the left wrist, who
25 treated that left wrist, if anyone?

1 G. Dassa

2 A I did treat the wrist initially,
3 not active treatment. The patient had physical
4 therapy. The symptoms in the wrist were related
5 to this a vascular necrosis.

6 There was no specific
7 recommendation in dealing with that surgically as
8 her pain level didn't amount to a level that
9 would be appropriate to recommend a salvage
10 operation. She would need a wrist fusion and
11 that would not be a good outcome for a person of
12 her age in the absence of unremitting pain that
13 is a ten at least.

14 There was nothing more than
15 physical therapy that was prescribed. There was
16 no surgical treatment that was advised to the
17 patient for the wrist.

18 Q Did the patient tell you that the
19 physical therapy was helping with the condition
20 of the left wrist?

21 A It was intermittent improvement.
22 It wasn't like the knee where it stopped having
23 an effect, so she did relate that the physical
24 therapy was consistently at least helpful in
25 controlling the symptoms.

1 G. Dassa

2 Q What is TFCC?

3 A That's a cartilage tear in the
4 wrist. It is a cartilage that exists in the
5 wrist at the distal ulnar and wrist bones.

6 Q What does that stand for?

7 A Triangular fibrocartilage complex.

8 Q With respect to Miss Garner, there
9 was no tear of the TFCV, correct?

10 A Not that I was able to visualize on
11 the MRI and Dr. Schusselberg reported it was
12 intact and maintained.

13 Q When did you last see Miss Garner?

14 A She was last seen on June 10, 2025.

15 MR. MCGANNON: This will be marked
16 as Defendant's Exhibit B. It is entitled
17 Expert Disclosure.

18 [Whereupon, the document was
19 hereby marked as Defendant's Exhibit B for
20 identification, as of this date, by the
21 reporter.]

22 Q I will ask you a question about the
23 legal document, the expert disclosure dated July
24 23, 2025. Did you play any role in the creation
25 of these three pages?

1 G. Dassa

2 A No, sir.

3 Q Before testifying today did you
4 review this document?

5 A It was E-mailed to me. I am aware
6 of it. I didn't read it. I am not aware of the
7 substance of it.

8 Q When was it E-mailed to you?

9 A It was sent to me by my office as
10 part of my records pertinent to this deposition.
11 It was attached to the instructions page on
12 logging in.

13 Q Before July 23, 2025 did you have
14 any discussions with plaintiff's counsel Robert
15 Dallas regarding this expert exchange?

16 A No.

17 MR. MCGANNON: The Expert
18 Disclosure refers to a narrative report as
19 Exhibit A. We will go to that.

20 Q At some point in time did you
21 prepare a narrative report at the request of
22 plaintiff's counsel?

23 A Yes.

24 Q That report is dated June 10, 2025;
25 is that correct?

1 G. Dassa

2 A Yes.

3 Q Did you prepare any other narrative
4 report with respect to Miss Garner?

5 A No.

6 Q Before you prepared this report did
7 you have any discussion with plaintiff's counsel
8 with respect to what had to be in the report?

9 A No.

10 Q Also incorporated as Defendant's
11 Exhibit B in the Expert Disclosure which we have
12 deemed mark as Defendant's Exhibit B there
13 appears to be your Curriculum Vitae, do you see
14 that?

15 A Yes.

16 Q Is this current?

17 A You have an outdated version of the
18 first page, but everything else is up-to-date.

19 Q With respect to the CV that is
20 attached to the Expert Disclosure, the address
21 that is listed at the top, is that your home
22 address?

23 A Yes, sir.

24 Q When you say the first page is
25 outdated, what is different now?

1 G. Dassa

2 A I started seeing patients for
3 Medalliance again in 2023, so everything else is
4 accurate. I actually began seeing patients for
5 them again in 2023.

6 Q Medalliance is at what street
7 address?

8 A 625 East Fordham Road. That's an
9 Article 28 facility where Medicaid patients are
10 treated.

11 Q Is that right up against Fordham
12 University?

13 A Yes.

14 Q Right across from McDonald's?

15 A I don't know what is across. It is
16 on Fordham Road. Across the way is the Botanical
17 Gardens and the Bronx Zoo. I believe the parking
18 lot of Fordham University abuts the back of the
19 building.

20 Q Between 2014 and 2023 was
21 Medalliance active in any shape, manner or form?

22 A Yes.

23 Q What was the nature of the practice
24 during that period of time?

25 A Their practice?

1 G. Dassa

2 Q Yes?

3 A Medalliance is an Article 28, a
4 full service medical facility that treats
5 patients that have Medicaid, private insurance
6 that are attached to Medicaid.

7 They also see patients across the
8 whole spectrum. It provides family practice
9 services, neurology, pain management, orthopedic
10 services, physical therapy, vascular surgery,
11 vascular treatments. There is a whole compliment
12 of full service care provided.

13 Q What was the reason that you were
14 not associated with Medalliance between 2014 and
15 2023?

16 A Mostly because of scheduling. I
17 could not free up my time to be available. In
18 2023 I closed multiple locations and had more
19 time to see patients there.

20 Q What was the reason why you closed
21 other locations?

22 A Again, there was a transitional
23 period in Middletown from 253 211 East to the
24 Wickham Avenue location where I didn't see
25 patients in Middletown. There was a timeframe

1 G. Dassa

2 where I stopped seeing patients at the Newburgh
3 location until I reacquired the space or acquired
4 the space on my own as a tenant and I stopped
5 seeing patients in Poughkeepsie because I used to
6 see patients in Poughkeepsie as well.

7 It was just a change in my practice
8 demand because of the transition out of the
9 offices and the prior landlord.

10 Q Is Miss Garner still under your
11 active care and treatment?

12 A No, sir.

13 Q Was she formally discharged?

14 A She was PRN or in laymens terms
15 discharged with a follow-up on an as-needed
16 basis. That was on August 28, 2024.

17 Q As of the time that you saw Miss
18 Garner for the first time on May 31, 2023 did you
19 know what she did for a living?

20 A No.

21 Q Did you ever ask her?

22 A I did not.

23 Q Did you ever inquire of Miss Garner
24 what her usual and customary daily activities
25 were?

1 G. Dassa

2 A Only as they pertained to her
3 functional impairments pertinent to her injuries.

4 Q You never asked her what she did
5 for a long part of her daily existence such as
6 work?

7 A No, I did not discuss work with
8 her.

9 Q Between August 28, 2024 and June
10 10, 2025 when you wrote the narrative report at
11 the request of plaintiff's counsel did you ever
12 contact Miss Garner to inquire as to her
13 condition?

14 A No.

15 Q When I say you I mean you or anyone
16 associated with your practice?

17 A No.

18 Q Do you know when Miss Garner last
19 saw Dr. Datta or anyone associated with his
20 practice?

21 A I don't know that.

22 Q Do you know if she was formally
23 discharged from his practice?

24 A I am not certain.

25 Q The care and treatment that your

1 G. Dassa

2 practice rendered to Miss Garner, how was that
3 paid for?

4 A I am assuming it was through
5 No-Fault. Whether it was paid or not, I don't
6 know. I don't have access to that information
7 today.

8 If it was paid it would have been
9 through No-Fault to my understanding. Whether it
10 was paid or not, I don't know.

11 Q Do you know of any outstanding
12 bills or invoices with respect to Miss Garner's
13 care and treatment by your practice?

14 A As I sit here today I am not aware
15 of it. I would have to check with my billing
16 company.

17 Q What is the name of your billing
18 company?

19 A Nimble Business Solutions.

20 Q For how long have you used Nimble
21 Business Solutions?

22 A Since 2011, 2010.

23 Q Has Nimble Business Solutions
24 handled all of your billing regardless of what
25 type of case is involved such as No-Fault or

1 G. Dassa

2 Workers' Compensation or private insurance?

3 A Yes.

4 Q I believe in this particular matter
5 involving Miss Garner the No-Fault carrier was
6 Allstate Insurance Company?

7 A To my recollection, yes.

8 Q Do you know if No-Fault benefits
9 are open or were cut off?

10 A I am not certain, I don't know.

11 Q Did the succession of your care and
12 treatment of Miss Garner coincide with the end of
13 No-Fault benefits?

14 A No.

15 Q The left knee arthroscopy, through
16 what source was that paid for?

17 A Again, all of her treatment would
18 have been paid for if it was paid for through the
19 same source, which would be Allstate. I don't
20 have any alternative information to indicate
21 another payor.

22 Q With respect to your practice is
23 arthroscopy a larger ticket item?

24 A I am not understanding what that
25 means.

1 G. Dassa

2 Q In May of 2023 what did you charge
3 for an arthroscopy of a knee?

4 A I don't have a number. There is a
5 fee schedule that we follow, which is New York
6 State No-Fault fee schedule, which we are
7 required to abide by. Whatever that number is it
8 is listed. I don't know the numbers.

9 Q Did you ever seek private payment
10 for any procedure to avoid the No-Fault fee
11 schedule?

12 A No. The patient had signed the
13 assignment of benefits would would not make that
14 permissible. There is no rescinding of that
15 assignment of benefits and no effort to use
16 private insurance for anything.

17 Q Do you know if there was any
18 litigation funding associated with Miss Garner's
19 care and treatment?

20 A Not that I am aware of.

21 MR. MCGANNON: For the record, I
22 will request an authorization for Nimble
23 Business Solutions to obtain any and all
24 billing associated with Miss Garner.

25 MR. DALLAS: We request that all

1 G. Dassa

2 demands be reduced to writing and served
3 upon our office and we will respond
4 accordingly.

5 Q Did Dr. Datta's practice also use
6 Nimble Business Solutions?

7 A I don't know who his billing
8 company is, I am not certain.

9 Q Do you know if Leading Edge used
10 Nimble Business Solutions?

11 A I don't know.

12 MR. MCGANNON: Off the record.

13 [Whereupon, a discussion was held
14 off the record.]

15 Q Have you ever been involved in
16 civil litigation with respect to your practice?

17 MR. DALLAS: Could you clarify
18 that.

19 MR. MCGANNON: Sure.

20 Q Have you ever been a party to civil
21 litigation with respect to your practice?

22 A Yes.

23 Q Have you ever been a party to any
24 medical malpractice action?

25 A Yes.

1 G. Dassa

2 Q Approximately how many?

3 A There were two cases in my career.
4 One I was dismissed from and one is still a
5 pending issue, but not directed towards something
6 that I did directly. I was just named as a
7 co-defendant for both patients that had
8 anesthesia complications.

9 Q Were you the surgeon involved in
10 that event involving the anesthesia
11 complications?

12 A One surgery was never done. The
13 patient had a complication before the surgery
14 commenced. The second one, yes.

15 Q Those two cases, where were they
16 pending?

17 A Bronx County.

18 Q Both of them?

19 A Yes. One I was taken out of the
20 case and the other one is still pending.

21 Q Do you remember the name of the
22 patient involved in either one of those matters?

23 A The one that I believe is still
24 outstanding is Juanita Tucker. The first one, I
25 don't remember the name.

1 G. Dassa

2 Q In connection with either of those
3 two cases did you ever provide any sworn
4 testimony?

5 A Yes.

6 Q Did you sit for depositions in
7 those cases?

8 A Yes.

9 Q Besides providing the sworn
10 testimony did you provide any sworn or verified
11 documents?

12 A No.

13 Q Were you ever a party to a matter
14 entitled Geico versus Datta, et al?

15 A Yes.

16 Q Was that a matter filed in the
17 United States District Court Southern District of
18 New York?

19 A Yes.

20 MR. MCGANNON: I have a docket
21 number 1:22-cv-10531-Otw.

22 Q Is that matter still pending?

23 A The matter is still pending. It is
24 currently in mediation for settlement on payment
25 and compensation. I can't really discuss the

1 G. Dassa

2 details beyond that as I don't want to jeopardize
3 the negotiations. It is an ongoing matter and
4 getting close to settlement through mediation.

5 Q Without telling me any specifics,
6 what is your general understanding of the nature
7 of the action?

8 A It was presented as a boilerplate
9 RICO. It amounts to claims avoidance litigation
10 set forth on the part of Geico to alleviate
11 themselves of the responsibility to pay me for
12 services that I rendered to their insured.
13 That's my understanding as per my attorney.

14 Q Who is your attorney?

15 A Steven Harfinest.

16 Q Where is Mr. Harfinest's office
17 located?

18 A In Long Island and also in
19 Purchase, New York.

20 Q In connection with that matter
21 entitled Geico versus Datta, did you provide any
22 sworn testimony in that matter?

23 A Yes.

24 Q Did you sit for a deposition?

25 A Yes.

1 G. Dassa

2 MR. MCGANNON: I will share a
3 document that we have have marked as
4 Defendant's Exhibit C. This is a caption
5 of the action we were just discussing.

6 MR. DALLAS: I will note a standing
7 objection to relevance to the line of
8 questioning. You can go forward.

9 [Whereupon, the document was
10 hereby marked as Defendant's Exhibit C for
11 identification, as of this date, by the
12 reporter.]

13 Q Besides yourself being named as a
14 defendant there are also Dassa Orthopedic Medical
15 Services, PC, that's your practice?

16 A Yes.

17 Q Saddle Brook Endoscopic and
18 Orthopedic Surgery Center, where is that located?

19 A I don't know.

20 Q Is that located in Saddle Brook,
21 New Jersey?

22 A I would assume so, but I don't like
23 to assume.

24 Q Do you know whether or not that's a
25 facility used by Dr. Datta to perform procedures?

1 G. Dassa

2 A I don't know.

3 Q Do you have any ownership interest
4 in Saddle Brook Endoscopic and Orthopedic Surgery
5 Center?

6 A No, sir.

7 Q Did you ever have any ownership
8 interest in that facility?

9 A No, never.

10 Q Did you ever receive any fees or
11 revenue from that facility?

12 A Never.

13 Q Do you know if Dr. Datta is
14 affiliated with Saddle Brook Anesthesia
15 Associates, LLC?

16 A I don't know.

17 Q Garden State Neurostimulation, LLC,
18 do you know if Dr. Datta is affiliated with that
19 facility?

20 A That would be his PC that he has
21 posted on the windows of my offices Upstate. I
22 don't know if there is a specific facility
23 pertinent to that.

24 Q To your knowledge Dr. Datta is
25 still the owner of Garden State

1 G. Dassa

2 Neurostimulations?

3 A I know he is participating in it.
4 Whether he is the sole owner, I don't know the
5 details of the ownership.

6 Q You understand he is a principal of
7 that entity?

8 A To my understanding, yes.

9 Q How about Datta Endoscopic Surgery
10 and Pain Center, LLC?

11 A The answer is the same.

12 Q You indicated you sat for several
13 depositions?

14 A Yes.

15 Q In this matter of Geico versus
16 Datta, et al?

17 A Yes.

18 Q Have you submitted any sworn or
19 verified documents in connection with it?

20 A Just signed copies of the
21 transcript of said depositions. I did an EUO and
22 then a deposition on behalf of myself personally
23 and then on behalf of my corporation. I signed
24 the documents pertinent to the printed
25 transcript.

1 G. Dassa

2 Q In connection with that matter,
3 Geico versus Datta, et al, did you have to
4 produce documents in connection with same?

5 A Only pertinent to my treatment of
6 some specific patients, you know, as I said, it
7 is in mediation. I don't know how much I am at
8 liberty to discuss.

9 There were experts that were hired
10 to validate the appropriateness of my treatment.
11 The matter has not gone to court. Basically
12 whatever documents I was asked to provide
13 pertinent to patient treatment that they have
14 listed was provided to Geico.

15 Q You mentioned a mediation date.
16 Has a trial date been set?

17 A No. The mediation is done in
18 trying to avoid trial. My last submission to
19 them was a listing of my outstanding claims and
20 claim numbers that my attorney provided Geico and
21 that's the last that I have heard from them.

22 MR. MCGANNON: I will request an
23 authorization to obtain the non-privileged
24 materials from that matter including the
25 EUO transcript and any deposition

1 G. Dassa

2 transcript.

3 MR. DALLAS: We will note a
4 standing objection and a standing request
5 that you reduce everything to writing.

6 MR. MCGANNON: You got it.

7 Q Were you involved in another matter
8 entitled Allstate Insurance Company versus
9 Gabriel Dassa, DO, et al?

10 A Yes.

11 MR. MCGANNON: I am referring to
12 Allstate Insurance Company, et al versus
13 Gabriel Dassa, DO, et al, the matter in the
14 United States District Court for the
15 Southern District of New York, docket
16 number 7:23-CV-07515-PMH. We will mark
17 this as Defendant's Exhibit D.

18 [Whereupon, the document was
19 hereby marked as Defendant's Exhibit D for
20 identification, as of this date, by the
21 reporter.]

22 MR. DALLAS: I will note a standing
23 objection to this line of questioning as
24 well as to the relevance.

25 Q The matter of Allstate Insurance

1 G. Dassa

2 Company against Gabriel Dassa, is this matter
3 still pending or has it been resolved?

4 A It is resolved.

5 Q How was it resolved?

6 A It was resolved as a settlement. I
7 have a confidentiality of nondisclosure. I can
8 only state that it was satisfied to the approval
9 of both parties.

10 I never admitting wrongdoing and I
11 am permitted to continue to treat Allstate
12 clients, so that's the most I can tell you
13 without jeopardizing the settlement.

14 Q Were you represented by counsel in
15 that matter?

16 A Yes.

17 Q Was it Steven Harfinest?

18 A Yes.

19 Q When was the Allstate Insurance
20 Company matter resolved?

21 A I believe sometime in 2024, the end
22 of 2023.

23 Q In connection with that Allstate
24 Insurance Company matter did you provide any
25 sworn testimony?

1 G. Dassa

2 A No.

3 Q Did you submit any sworn or
4 verified documents?

5 A No.

6 Q Did you ever produce any documents
7 in the course of discovery or other stage of the
8 litigation?

9 A Not to my knowledge, no.

10 Q You are listed as a defendant in
11 the caption and also Sukdev Datta, Daniel
12 Schusselberg is listed as a defendant, Dassa
13 Orthopedic Medical Services, PC, doing business
14 as CV Orthopedic, Garden State Neurostimulations,
15 LLC, Datta Endoscopic Back Surgery and Pain
16 Center, LLC, Leading Edge Medical Diagnostics,
17 PC, Arthur Kostanian, Skazka, LLC and Nimble
18 Business Solutions, Inc. among others.

19 Are you familiar with the
20 allegations contained in the Complaint which has
21 been deemed marked as Defendant's Exhibit D?

22 A Yes.

23 Q Did you ever read any testimony by
24 any of the parties in connection with this
25 matter?

1 G. Dassa

2 A No.

3 Q Did you ever read any testimony
4 provided by Daniel Schusselberg in connection
5 with this matter?

6 A No.

7 Q What was your understanding of the
8 allegations against you?

9 A Again it was a boilerplate
10 complaint pertinent to a RICO complaint that
11 amounted to a claims avoidance litigation as it
12 is another No-Fault carrier using the Federal
13 system as a ploy to alleviate themselves for
14 claims that amounted to me servicing their
15 clients.

16 That's the sum total of it. It was
17 about money and that's my understanding of it. I
18 can't speak beyond that. I don't want to violate
19 the terms of my confidentiality agreement.

20 Q Was there a challenge to the care
21 and treatment that you rendered based on medical
22 necessity or lack thereof?

23 A No.

24 Q In response to the Complaint in the
25 Allstate Insurance Company matter which has been

1 G. Dassa
2 deemed marked as Defendant's Exhibit D today, did
3 you provide a responsive pleading that was
4 verified by you?

5 A My attorney did provide that, yes.

6 Q Was there anything that you
7 personally verified in response to the
8 allegations against you?

9 A Just what my attorney had prepared
10 for me, prepared on my behalf.

11 Q Were you also involved in
12 litigation as a defendant in the a matter brought
13 by American Transit Insurance Company?

14 A Yes. I was never served. I know
15 there was a document that existed with my name on
16 it. The principal party of that litigation was
17 Surgicore.

18 There was some settlement that was
19 done through Surgicore. I was never officially
20 served with that litigation. I don't know if I
21 can say I have been served in it. I have never
22 received any service of any documentation.

23 MR. McGANNON: I will share a
24 document that we will mark as Defendant's
25 Exhibit E.

1 G. Dassa

2 MR. DALLAS: I will reiterate a
3 standing objection to any questions about
4 this litigation as to the relevance in the
5 subject case.

6 MR. MCGANNON: This is a Complaint.
7 We will mark it as Defendant's Exhibit E.

8 [Whereupon, the document was
9 hereby marked as Defendant's Exhibit E for
10 identification, as of this date, by the
11 reporter.]

12 Q Do you see the document on the
13 screen?

14 A Yes.

15 Q Is that American Transit Insurance
16 Company against other providers; is that correct?

17 A Yes, and 180 other medical
18 providers, yes.

19 Q It is brought in the Eastern
20 District Court in the Eastern District of New
21 York, 1:24-cv-08606. Do you see any providers
22 that were made party to this lawsuit that were
23 also providers to Miss Garner?

24 A New Horizons Surgical Center, LLC.

25 Q Do you know the status of this

1 G. Dassa

2 action?

3 A Again, I am told it was settled. I
4 have never received any service of the matter. I
5 did sign a document approving the settlement
6 terms and basically that's the last I heard of
7 it. I have never been officially served with
8 this document.

9 Q You signed off on a settlement
10 agreement to resolve the matter which named you
11 among others?

12 A Yes.

13 Q Was there any confidentiality
14 agreement associated with that settlement
15 agreement?

16 A Yes.

17 Q Who was the attorney representing
18 you in connection with this matter?

19 A Nobody represented me. It was the
20 attorneys for New Horizons. These defendants
21 were doctors that ever did a surgery in their
22 center. I didn't have to retain an attorney
23 because I was never served with the action.

24 Up to this date I never received
25 service. I have a document that I signed

1 G. Dassa

2 indicating acknowledgement of no wrongdoing and
3 basically beyond that I can continue to treat
4 American Transit patients. Some opted not to
5 continue treating American Transit patients and
6 they were listed in a separate category. That's
7 the most I can speak of it.

8 Q The surgery that you performed for
9 Miss Garner at New Horizons, what was the reason
10 that that surgery was performed in New Jersey as
11 opposed to New York?

12 A Basically for scheduling
13 convenience. I have blocked time at certain
14 surgical centers and I had blocked time that
15 dictate. That's the only motivation.

16 Q It was only done for your
17 convenience?

18 A And the patient's convenience as
19 well based upon their availability.

20 Q New Horizons is located in
21 Patterson, New Jersey?

22 A Yes.

23 Q What is the distance between
24 Middletown, New York and Patterson, New Jersey?

25 A I don't know.

1 G. Dassa

2 Q During the course of time that you
3 treated Miss Garner were you aware that she also
4 had a residence at 72 Linden Street in Brooklyn?

5 A No.

6 Q In connection with the American
7 Transit Insurance Company matter did you ever
8 provide any sworn testimony in any form?

9 A No.

10 Q Did you ever submit any sworn or
11 verified documents?

12 A No.

13 Q Was the last time that you saw Miss
14 Garner on June 10, 2025?

15 A Yes.

16 Q That meeting, was that arranged so
17 you could prepare a narrative report?

18 A Yes.

19 Q It was an appointment set up for
20 the purpose of litigation?

21 A Yes.

22 Q It was not for treatment?

23 A Correct.

24 Q Do you have any future scheduled
25 appointments to see Miss Garner?

1 G. Dassa

2 A No, I don't.

3 Q Besides reviewing the chart that
4 you maintain for Miss Garner or diagnostic images
5 did you review any records from Dr. Datta in
6 preparation for the deposition?

7 A I did not.

8 Q With respect to any MRI findings,
9 did you review any actual images in preparation
10 for the deposition?

11 A I did review images prior to
12 surgery and about three weeks ago I had asked for
13 the disks again just to compare to refresh my
14 recollection, but I have not seen them
15 immediately prior to this deposition.

16 Q Who whom did you request the disks?

17 A From Leading Edge.

18 Q Do you still have a working
19 relationship with Leading Edge or Dr.
20 Schusselberg or both?

21 A I still refer patients to Leading
22 Edge, yes.

23 Q At the present time do you still
24 work at the same location with Dr. Datta?

25 A Middletown, yes. He is no longer

1 G. Dassa

2 in Newburgh.

3 Q Do you still work at the same
4 location as Mid Hudson Chiropractic and Physical
5 Therapy?

6 A Yes.

7 Q If I mention Michael Calavano,
8 another physician, does that refresh your
9 recollection?

10 A I don't know that person.

11 MR. MCGANNON: Thank you for your
12 time and patience today.

13 EXAMINATION BY

14 MR. DALLAS:

15 Q We discussed your fee for appearing
16 at this deposition today, Dr. Dassa. If you were
17 not here being deposed what would you be doing
18 today?

19 A Surgery.

20 Q Typically you would be compensated
21 for that surgery?

22 A Yes.

23 Q How much would you be compensated
24 for the surgeries that you would have had
25 scheduled versus your time here today?

1 G. Dassa

2 A That's a hard question because
3 there is reimbursable charges which would
4 probably amount to, scheduling seven cases, about
5 \$40,000. How much I will be reimbursed, that's
6 always a wild card. I can tell you that \$40,000
7 of reimbursable services.

8 Q You were talking about your board
9 certifications earlier. Can you go into more
10 detail about that?

11 A Generally in the process of medical
12 training there are accredited and non-accredited
13 programs that medical providers graduate from.

14 If you graduate from an accredited
15 program such as the one I did you are deemed to
16 be trained with the prerequisites to sit for an
17 exam, which makes you board eligible.

18 When you actually complete all of
19 the parts of that exam successfully you are
20 called board certified.

21 Now it is only good for ten years.
22 We have to redo our certification to certify that
23 our competence is at a level to a standard set
24 forth by my peers.

25 Q Are any of those recertifications

1 G. Dassa

2 within the last three years?

3 A I just recertified the American
4 Board of Orthopedic Surgery in 2022. I am in the
5 process of recertifying the Osteopathic Board of
6 Surgery right now.

7 Q I believe you testified that Miss
8 Garner first came under your care on May 31,
9 2023; is that correct?

10 A Yes.

11 Q At that time was an orthopedic
12 examination conducted?

13 A Yes.

14 Q During that orthopedic examination
15 did you note anything as far as objective signs
16 which would have indicated traumatic injuries?

17 MR. MCGANNON: Objection.

18 A Yes.

19 Q What would that have been?

20 MR. MCGANNON: Objection.

21 A Specifically for the knee there was
22 swelling. The patient had range of motion
23 impairment, inflection to the left knee, positive
24 McMurray test to suggest a meniscus tear.

25 For the wrist there was range of

1 G. Dassa

2 motion impairment in flexion and extension with a
3 positive TFCC test and ulnar compression test
4 which was suggestive of a possible TFCC tear.

5 The findings on the neck and back
6 there was muscle spasm and tenderness and
7 restricted movement. There was a positive
8 Spurling test in the neck to suggest a disk
9 herniation and a straight leg raising test that
10 was positive for the lower extremities to
11 indicate a possible disk herniation for the
12 lumbar spine.

13 Q When you measure the range of
14 motion do you use a goniometer?

15 A Yes.

16 Q Based upon these objective findings
17 you referred her for diagnostic testing; is that
18 correct?

19 A Yes.

20 Q Following her MRIs did you treat
21 Miss Garner again on September 19, 2023?

22 A Yes.

23 Q At that time did you review the
24 MRIs that she had conducted?

25 A Yes.

1 G. Dassa

2 Q Which MRIs did you review?

3 A The neck, the back, the wrist and
4 the knee.

5 Q Following your review of the MRI of
6 the knee did you have a diagnosis for her at that
7 point?

8 A Yes.

9 Q What was your diagnosis?

10 A Left knee medial and lateral
11 meniscus tear with osteoarthritic changes to the
12 patella, avascular necrosis of the lunate and
13 cervical and lumbar multi-level disk
14 displacement.

15 MR. McGANNON: Move to strike that
16 portion that is not responsive.

17 Q Was this diagnosis based upon your
18 actual review of the MRI film of the left knee?

19 A Yes.

20 Q Was it corroborated and consistent
21 with the complaints that the patient was giving?

22 A Yes.

23 MR. McGANNON: Objection.

24 Q Was it also corroborated with your
25 objective findings during your examination of the

1 G. Dassa

2 patient?

3 MR. MCGANNON: Objection.

4 A Yes.

5 Q Was your diagnosis within a
6 reasonable degree of medical certainty caused by
7 this subject accident on May 1, 2023?

8 MR. MCGANNON: Objection.

9 A Yes.

10 Q Would Miss Garner continue to
11 follow up with you on a consistent basis
12 following that second consultation?

13 MR. MCGANNON: Objection.

14 A She did.

15 Q You referred her to do conservative
16 treatment such as chiropractic and physical
17 therapy?

18 A Yes.

19 Q Was she compliant with that, do you
20 know?

21 MR. MCGANNON: Objection.

22 Q Did she get any relief based upon
23 your conversations from the chiropractor and the
24 physical therapy?

25 MR. MCGANNON: Objection.

1 G. Dassa

2 A Initially, yes. More lasting for
3 the wrist, not lasting for the knee. The neck
4 and back she continued to have neck and back
5 complaints. I didn't continue to treat those.

6 Q Do you know the first time surgery
7 to her knee was presented as an option?

8 A It was discussed as a general
9 possibility, but a specific conversation
10 regarding surgery, January 23, 2024.

11 Q I will draw your attention to your
12 note to the examination on September 19, 2023.
13 Do you have that in front of you?

14 A Yes.

15 Q In the recommended treatment on
16 Page 3, "Non-Surgical and surgical options with
17 respect to left knee injury were detailed with
18 the patient. The patient understood and
19 contemplated." Did I read that correctly?

20 A Yes.

21 Q Does that help refresh your
22 recollection as to when surgery might have been
23 brought up as an option for the first time?

24 MR. McGANNON: Objection.

25 A My understanding of your prior

1 G. Dassa

2 question was as a specific recommendation.
3 Surgical treatment was discussed as one of the
4 treatment options for the patient in September,
5 but the patient wanted to continue with physical
6 therapy because she felt that she was improving
7 in the integral timeframe between May and
8 September.

9 Q At that point she wanted to
10 continue conservative care versus more invasive
11 treatment like the surgery, is that fair to say?

12 A Correct.

13 MR. McGANNON: Objection.

14 Q Miss Garner had left knee surgery
15 conducted by you in March of 2024; is that
16 correct?

17 A Yes.

18 Q What type of procedure was
19 performed?

20 A Arthroscopic surgery.

21 Q What was repaired, if anything,
22 during that procedure?

23 A The patient had tears of the
24 meniscus, medial and lateral. The repair is
25 performed by removing the torn piece of meniscus

1 G. Dassa

2 that was creating mechanical impairment.

3 There was a synovectomy performed
4 which is removing the synovium, a shaving of the
5 cartilage of the patella was performed and scar
6 tissue was removed from the knee.

7 Q During that procedure were you able
8 to actually visualize those tears?

9 A Yes.

10 Q Do you have an opinion as to
11 whether or not those tears were acute versus
12 degenerative in nature?

13 MR. McGANNON: Objection.

14 A Yes.

15 Q What is your opinion?

16 MR. McGANNON: Objection.

17 A Generally degenerative tears are
18 accompanied by the degeneration in the
19 compartment where the tears are.

20 The only area of the three
21 compartments of the knee that showed any type of
22 questionable possibility of pre-existing
23 degenerative changes was at the patella, which is
24 not where the meniscus tears were. That was seen
25 on the MRI and intraoperatively. There was

1 G. Dassa

2 nothing to suggest that these tears were
3 degenerative in nature.

4 Q Therefore, they would have been
5 acute?

6 A Yes.

7 MR. McGANNON: Objection.

8 Q Is that opinion within a
9 reasonable degree of medical certainty?

10 A Yes.

11 Q As far as her prognosis forward,
12 what could be expected?

13 MR. McGANNON: Objection.

14 A She does have arthritis in the
15 knee. There has to be a certain component of
16 that that is pre-existing, but there is a
17 component which is traumatic related, traumatic
18 arthritis, which will get worse over time. She
19 has a high probability of needing a knee
20 replacement as I stated in my narrative.

21 Q If I were to tell you that Miss
22 Garner presented to Wyckoff Heights Medical
23 Center with complaints of back and left knee pain
24 would that be consistent with her complaints when
25 she first presented to you?

1 G. Dassa

2 MR. McGANNON: Objection.

3 A Yes.

4 Q If I were to tell you that Miss
5 Garner presented to New York Presbyterian
6 Hospital clinic the day following the accident
7 with complaints of neck, left knee and lower back
8 pain as well as left wrist pain, would that be
9 consistent with the complaints that she presented
10 to you with on May 31, 2023?

11 MR. McGANNON: Objection.

12 A Yes, sir.

13 Q Is it your opinion that Miss
14 Garner's injuries to her left knee were causally
15 related to this accident?

16 MR. McGANNON: Objection.

17 A Yes.

18 Q Is that opinion within a reasonable
19 degree of medical certainty?

20 A Yes.

21 MR. McGANNON: Objection.

22 Q What about as far as the injuries
23 to her neck and her lower back?

24 MR. McGANNON: Objection.

25 A Yes.

1 G. Dassa

2 Q You also reviewed personally the
3 MRI films from her cervical and lumbar spine; is
4 that correct?

5 A Yes.

6 MR. DALLAS: I have no further
7 questions. Thank you very much.

8 CONTINUED EXAMINATION

9 BY MR. MCGANNON:

10 Q You mentioned that you missed an
11 opportunity to perform surgery today; is that
12 correct?

13 A Yes.

14 Q The more surgery you perform the
15 more money you earn for your practice; is that
16 correct?

17 A Yes, that is correct.

18 Q When I asked you about your
19 practice being a business, your practice does
20 generate money; is that correct?

21 A Yes.

22 Q You try to maximize the revenue for
23 your business when you can; is that correct?

24 A Yes.

25 Q You are the sole owner of the

1 G. Dassa

2 business; is that correct?

3 A Yes.

4 Q The more treatment that you order,
5 including surgery, the more revenue it generates
6 for your business and by extension yourself; is
7 that correct?

8 A Yes.

9 Q Of the people who you see at the
10 Middletown address how many of those people do
11 you refer to Dr. Datta?

12 A Probably three to five percent.
13 Patients don't always come with issues that
14 require services by pain management. I see
15 mostly extremity issues.

16 If patients have neck and back
17 issues they are given a general referral based
18 upon convenience so the ones that live in
19 Middletown, if they ask me who I will recommend I
20 will say Dr. Datta because he is a good doctor.

21 It doesn't amount to a predominance
22 of my practice because I don't see a lot of neck
23 and back problems.

24 Q In terms of convenience, Dr. Datta
25 is in the same office address; is that correct?

1 G. Dassa

2 A Yes.

3 Q As far as convenience, Mid Hudson
4 Chiropractic and Rehabilitation, for those
5 patients that make complaints regarding any
6 portion of the spine, do you refer them to Mid
7 Hudson?

8 A As stated, the patients are given
9 general referrals. It is a specific service for
10 pain management.

11 Those services generally are
12 directed to people that I am comfortable with.

13 As far as physical therapy and
14 chiropractic, I give them a general referral to
15 therapy and chiropractor and the patient chooses
16 where they want to go.

17 Q You indicated that you are not a
18 radiologist; is that correct?

19 A Correct.

20 Q With respect to the findings of Dr.
21 Schusselberg, are you in complete agreement with
22 his findings on any of the MRIs?

23 MR. DALLAS: Objection.

24 A Yes.

25 Q When you refer people to Leading

1 G. Dassa

2 Edge is it true that you do indicate what parts
3 of the body you want to be the focus of MRI
4 studies, right?

5 A Yes.

6 Q You also put down your findings in
7 the prescription?

8 A It is what you are trying to rule
9 out.

10 Q You are actually indicating to the
11 facility known as Leading Edge where to look,
12 right?

13 A It is what your suspicion is on it.
14 You have to have a reason to order the test.
15 Otherwise, it is not an appropriate referral.

16 The test is done in general. If I
17 am looking for a specific location where I am
18 suspecting something he is asked to pay specific
19 attention to that. It is a diagnostic evaluation
20 of the entire body part.

21 Q You referred Miss Garner to Dr.
22 Datta and his practice, correct?

23 A Yes.

24 Q Do you know if his clinical
25 examination findings were consistent with yours

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or inconsistent?

A I didn't see his notes. I can't comment either way.

MR. MCGANNON: Thank you very much. I have nothing further.

MR. DALLAS: Thank you very much. I have nothing further.

[Whereupon, the examination of the witness was concluded at 1:10 p.m.]

GABRIEL L. DASSA, DO

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public

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I N D E X

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CERTIFICATION

STATE OF NEW YORK)

: SS.:

COUNTY OF NASSAU)

I, KAREN ZAMMIT, a Notary Public for and within the State of New York, do hereby certify:

That the witness(es) whose testimony as herein set forth, was duly sworn by me; and that the within transcript is a true record of the testimony given by said witness(es).

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February, 2026.

KAREN ZAMMIT

KAREN ZAMMIT

* * *



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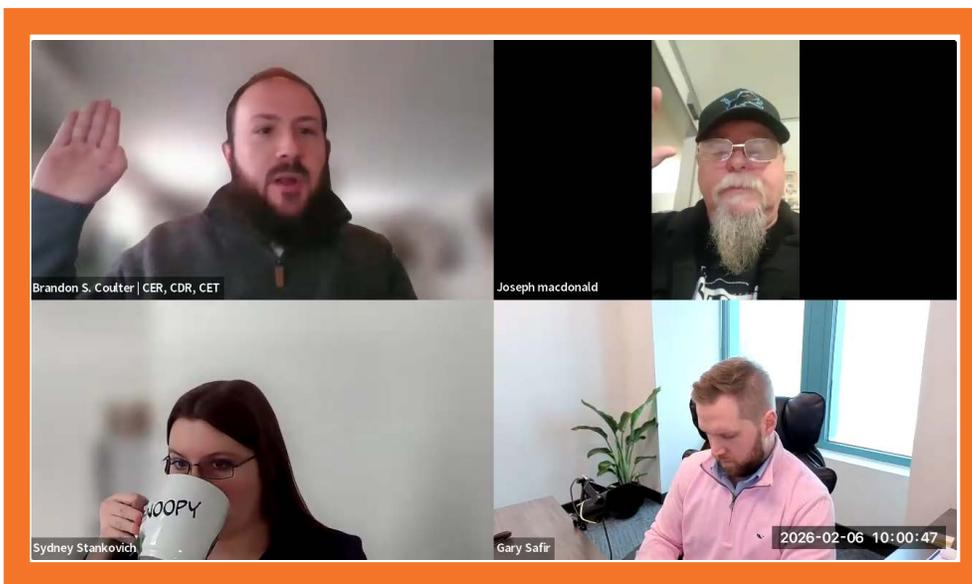
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