



JON S. CORZINE
Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
State Board of Chiropractic Examiners
124 Halsey Street, 6th Floor, Newark, NJ 07102



ANNE MILGRAM
Attorney General

By Certified and Regular Mail

October 14, 2008

FILED

NOV 16 2009

**NEW JERSEY BOARD OF
CHIROPRACTIC EXAMINERS**

DAVID M. SZUCHMAN
Director

Mailing Address:
P.O. Box 45004
Newark, NJ 07101
(973) 504-6395

Anthony W. Marsh, D.C.
Tower West Chiropractic Association
6050 Boulevard East, Suite B
West New York, NJ 07093

Re: Offer of Settlement In Lieu of Filing a
Formal Disciplinary Complaint

Dear Dr. Marsh:

This letter is to advise you that the New Jersey State Board of Chiropractic Examiners (the "Board") has had an opportunity to review information concerning the billing of State Farm Insurance Company by you for sensory nerve conduction threshold testing performed on numerous chiropractic patients insured by that company. The testing was performed at Tower West Chiropractic Association between July 2000 and at least February 2004. It appears from that review that you billed for sensory nerve conduction threshold testing (CPT Code 95904) performed on at least twelve (12) patients during that time period.

At this juncture, the Board has preliminarily concluded that probable cause exists to support a finding that you have violated N.J.A.C. 13:44E-3.2(b)2 by billing for diagnostic tests that have not been reliably demonstrated to identify conditions amenable to chiropractic care beyond the information ascertainable from the taking of a patient history and performance of a thorough clinical examination or that otherwise fail to yield data of sufficient clinical value in the development, evaluation or implementation of a plan of treatment.

The above violations are sufficient to warrant the initiation of formal disciplinary proceedings against you. Notwithstanding that decision, however, the Board has determined that it will first offer you an opportunity to settle this matter, and thereby avoid the initiation of formal disciplinary proceedings, should you consent to:

1. cease and desist from billing for current perception threshold tests;
2. the issuance of a formal reprimand;
3. pay a penalty in the amount of \$1,000.00 (to be paid immediately upon your signing of the acknowledgment at the bottom of this letter by certified check or money order made payable to the State of New Jersey).

If you are willing to settle this matter on the offered settlement terms, you may do so by signing the acknowledgment at the bottom of this letter, and returning it to the Board office together with any required payment at the address set forth above. Upon your signature, this letter will be a matter of public record.

In the event you are unwilling to settle this matter on the offered terms, it will be referred to the Attorney General's office for the initiation of appropriate enforcement action. In such event, you will be afforded an opportunity to defend against the alleged violations. If an evidentiary hearing is deemed warranted, the Board will either conduct that hearing at a date and time to be scheduled or refer the matter to the Office of Administrative Law. You are advised, however, that in the event formal charges are filed, the Board may assess civil penalties in an amount greater than those herein offered in settlement should any charges against you be sustained. Additionally, the Board may, if the facts are found to so warrant, enter an order requiring you to reimburse certain monies and/or requiring you to pay the additional costs incurred by the Board. Should you have any questions concerning this letter or the settlement offer herein, I suggest that you contact Deputy Attorney General John D. Hugelmeyer, who may be reached at (973) 693-5056.

If you elect to settle this matter now you should sign the acknowledgment at the bottom of this letter and return it to the Board within fifteen (15) days following your receipt of this letter. In the event that the Board receives no response from you within fifteen (15) days, the Board's settlement offer will be withdrawn, and the matter will be referred to the Attorney General's Office for the initiation of appropriate enforcement proceedings.

NEW JERSEY STATE BOARD
CHIROPRACTIC EXAMINERS

By: 
Jonathan Eisenmenger
Executive Director

cc: John D. Hugelmeyer, Deputy Attorney General

ACKNOWLEDGMENT: I, Anthony W. Marsh, D.C., hereby acknowledge that I have read and reviewed the settlement proposal set forth in the above letter. I acknowledge the conduct which has been charged. I am aware that, by signing this acknowledgment, I am waiving any rights I may have to defend myself against any charges of wrongdoing at an administrative hearing. I am also aware that the action taken against me by the Board herein is a matter of public record, and that this letter is a public document. I hereby agree to pay a penalty in the amount of \$1,000.00 (to be paid upon signing of this acknowledgment), and to comply with all other requirements set forth in the settlement letter.

Dated

Anthony W. Marsh, D.C.

CERTIFICATION

I, Anthony W. Marsh, D.C., hereby acknowledge that I have read and reviewed the Board's letter dated October 14, 2008 regarding allegations of violations of the Board's enabling act and/or regulations.

I acknowledge the conduct which has been charged, and have agreed to:

1. cease and desist from billing for current perception threshold tests;
2. the issuance of a formal reprimand;
3. pay a penalty in the amount of \$1,000.00 (to be paid upon signing of this certification);

I am also aware that the action taken against me by the Board is a matter of public record, and that the Board's letter and this certification are public documents.

I hereby waive any rights I may have a hearing in this matter in order to defend myself against any charges, but ask the Board to consider my explanation before rendering its final decision. I understand that the Board may order any of the terms specified in its letter and that if it does so, I will be obligated to comply. I am also aware that the action taken against me by the Board herein is a matter of public record, and that the Board's letter and this certification are public documents. Failure to comply may subject me to further disciplinary action and any failure to make a required payment will result in the filing of a certificate of debt.

I have fully cooperated with the Board's inquiry concerning this matter and have prepared a detailed written response. Therefore, I respectfully request that the following documents (attached) are considered carefully by the Board and also become part of the public record:

- Exhibit A - Correspondence dated 8/24/09 directed to the Office of Attorney General prepared by my counsel, with my assistance, providing a detailed explanation of the matter
- Exhibit B - Fully responsive answers to interrogatories as requested by the Attorney General which further provide explanation concerning use of sensory nerve conduction threshold testing, which had previously been considered by the Board without a finding of wrongdoing as detailed in answer to Interrogatory No. 31.

Anthony W. Marsh, D.C.
Anthony W. Marsh, D.C.

Dated:

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DIVISION OF LAW

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NEW JERSEY BOARD OF
CHIROPRACTIC EXAMINERS

EXHIBIT A

Roberts & Moscaritolo, L.L.C.

Keith Roberts, Esq.¹
S. Gregory Moscaritolo, Esq.²

¹Admitted in NY and NJ
²Admitted in NJ

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Fax: (201) 840-1440

August 24, 2009

VIA FACSIMILE (973) 648-7782 AND FIRST CLASS MAIL

Bindi Merchant, Deputy Attorney General
State of NJ -Office of the Attorney General
Department of Law and Public Safety
Division of Law
PO Box 45029
Newark, NJ 07101

Re: In the Matter of Anthony W. Marsh, D.C.
New Jersey State Board of Chiropractic Examiners

Dear Ms. Merchant:

I have reviewed the Offer of Settlement (in lieu of filing a formal disciplinary complaint) dated October 14, 2008 directed to my client, Anthony W. Marsh, DC.

In addition, I have also provided you with Answers to Interrogatories and a reply to your Notice to Produce as requested. It is clear that Dr. Marsh has been represented by several other counsel before my involvement. However, since I have had an opportunity to communicate at length with Dr. Marsh, I was able to provide important information in the discovery responses served that you may not have been previously aware of.

It is apparent that the Board has offered a settlement, in lieu of discipline, concerning Dr. Marsh's use of sensory nerve conduction threshold testing. The offer includes a \$1,000.00 fine and formal reprimand that would be public record.

Dr. Marsh does not object to an economic penalty, however, we respectfully submit that a public reprimand is unnecessary and inappropriate given the circumstances.

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August 24, 2009

First, we note that Dr. Marsh is no longer actively practicing chiropractic medicine since he has obtained his medical degree and is currently a licensed physician by the New Jersey Board of Medical Examiners.

Additionally, Dr. Marsh was not providing any chiropractic treatment at Tower West Chiropractic between the dates of January 1, 2001 and January 1, 2005 (the subject dates of the Settlement Offer) although he was the sole shareholder of the corporation.

Finally, and most importantly, in his response to Interrogatory No. 31, Dr. Marsh indicates a directly relevant prior Complaint filed by a patient with Chiropractic Board.

As you are aware, a former patient, Alan Biarsky, filed a Complaint with the Board in or about June 2000. Specifically, Mr. Biarsky alleged that Dr. Marsh improperly provided him with inadequate care arising from positive results of the sensory nerve conduction threshold testing.

We have provided the applicable records concerning the Complaint filed Mr. Biarsky which indicates the Board concluded that there was not "sufficient basis to pursue action on the Complaint".

Respectfully, we submit that since the Board had knowledge that Dr. Marsh was performing sensory nerve conduction threshold testing in June of 2000, it is reasonable for Dr. Marsh to have relied on the Board's conclusion that he was not engaged in any wrongdoing. Further, given the circumstances that Dr. Marsh exited the practice at the end of 2000 to pursue a medical career, it does not appear that any formal discipline of Dr. Marsh shall achieve any important public interest.

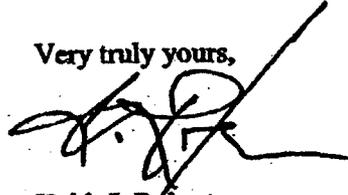
Dr. Marsh is currently practicing internal medicine and his academic and professional record are impeccable. Therefore, in order to avoid any formal disciplinary action which may adversely affect his public reputation, we are requesting that the matter be resolved with the Board in a Private Letter Agreement upon terms and conditions that the Board may deem appropriate.

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Kindly provide me with your response in order that I may advise Dr. Marsh accordingly.

I thank you for your time and attention to this matter and remain,

Very truly yours,

A handwritten signature in black ink, appearing to be 'K. J. Roberts', written over a horizontal line.

Keith J. Roberts

KJR:kg

Cc: Anthony W. Marsh, DC

EXHIBIT B

ROBERTS & MOSCARITOLO, LLC
70 Grand Avenue, Suite 100
River Edge, NJ 07661
(201) 225-2550
Attorneys for Anthony Marsh, DC

IN THE MATTER OF THE SUSPENSION
OR REVOCATION OF THE LICENSE OF

ANTHONY MARSH, D.C.
LICENSE NO. 38MC00450000

TO PRACTICE CHIROPRACTIC IN THE
STATE OF NEW JERSEY

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC
SAFETY
DIVISION OF CONSUMER AFFAIRS
STATE BOARD OF CHIROPRACTIC
EXAMINERS

Administrative Action

ANSWERS TO FIRST SET OF
INTERROGATORIES

The person answering these interrogatories is Anthony W. Marsh, DC, 11 Clifton Terrace, Weehawken, NJ 07086, with the assistance of counsel.

1. The answering party, Anthony Marsh, DC, reserves the right to amend this answer to this interrogatory as the discovery is ongoing, and further, the information is being provided in advance of formal disciplinary proceedings and prior to the filing of any complaint or administrative action by the Chiropractic Board.

A. Josephine Provenzano

The current address and phone number for Ms. Provenzano will need to be obtained and supplied under separate cover. Ms. Provenzano has relevant knowledge since she was the office manager during relevant time periods, and may be able to provide relevant information depending on the specifics of the allegations advanced by the Board.

B. Donna Mastropietro

The current address and phone number for Ms. Mastropietro will need to be obtained and supplied under separate cover. Ms. Mastropietro has relevant knowledge since she was a clerical staff support person during relevant time periods, and may be able to provide relevant information depending on the specifics of the allegations advanced by the Board.

C. Robert Valinoti

Valinoti Chiropractic Center, 3010 Amboy Road, Staten Island, NY 10306; Phone: 718-667-4141. Dr. Valinoti was the covering physician during certain relevant time periods for the entire practice known as Tower West Chiropractic Association located at

6050 Boulevard East, Suite B, West New York, NJ. Dr. Valinoti may have relevant information and be able to provide testimony depending on the specific allegations as may be advanced by the Board.

2. The answering party is providing the information while discovery is ongoing, and in the absence of any formal complaint or administrative proceedings. Therefore, the answering party provides the information to the best of his ability, based upon information that has been provided by the Board at this time as indicated in correspondence dated October 14, 2008 directed to Anthony W. Marsh, DC in the form of an offer of settlement in lieu of a filing of formal disciplinary complaint. In the event the allegations as stated in the offer are either inaccurate, or subsequently changed, the answering party reserves the right to amend and expand this interrogatory answer as may be necessary.

Specifically, the Board has alleged that Dr. Marsh has billed State Farm Insurance Company for sensory nerve conduction threshold testing performed on numerous chiropractic patients. The offer indicates that the subject testing was performed at Tower West Chiropractic Association between July 2000 and at least February 2004. It further appears to the Board that review indicates the testing was billed as per CPT Code 95904 on at least 12 patients during such time period.

With reference to these allegations as stated in the offer, the following witnesses would be expected to testify and provide the following information:

A. Robert A. Valinoti, DC

It is expected Dr. Valinoti will be called as a witness and testify concerning his employment by Towers West Chiropractic, the treatment he provided to patients during the relevant time period, and his understanding of the utility and application of sensory nerve conduction threshold testing (CPT Code 95904) as it concerned the care of Tower West Chiropractic Association patients.

B. Josephine Provenzano

Ms. Provenzano was the office manager during certain relevant periods of time when CPT Code 95904 would have been billed for sensory nerve conduction threshold testing. Ms. Provenzano would be able to provide information concerning the billing as it may be relevant to the allegations.

C. Donna Mastropietro

Ms. Mastropietro is a support/clerical staff person at Towers West Chiropractic Association and worked under Ms. Josephine Provenzano. Ms. Mastropietro may be able to provide relevant information concerning relevant billing histories as may be applicable to the allegations as stated by the Board.

3. The answering party has not secured a statement from any fact witness identified at this juncture of the proceeding.

4. The answering party has not identified character witnesses at this time. However, the answer to this interrogatory question is being provided in advance of the filing of any formal complaint, and therefore, the right to reserve this answer and identify character witnesses is specifically preserved.
5. The answering party has previously stated in Interrogatory No. 4 that no character witnesses are identified at this time, but applicable reservation is made.
6. The answering party has previously stated in Interrogatory No. 4 that no character witnesses are identified at this time, but applicable reservation is made.
7. The answering party has not identified an expert witness at this time.
8. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
9. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
10. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
11. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
12. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
13. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
14. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
15. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
16. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
17. As stated in answer to Interrogatory No. 7, the answering party has not identified an expert witness at this time.
18. The answering party has not secured a statement from any person, either party or non-party, at this juncture of the proceeding. All discovery is being provided in advance of the filing of a formal complaint. However, a specific reservation is made to engage in

additional discovery, secure statements as may be necessary, and provide copies to the Board at the applicable juncture of ongoing discovery.

19. The answering party has already identified he has not obtained a statement from any party in answer to Interrogatory No. 18 and a specific reservation has been made.
20. The answering party has already identified he has not obtained a statement from any party in answer to Interrogatory No. 18 and a specific reservation has been made.
21. The answering party has already identified he has not obtained a statement from any party in answer to Interrogatory No. 18 and a specific reservation has been made.
22. The answering party has already identified he has not obtained a statement from any party in answer to Interrogatory No. 18 and a specific reservation has been made.
23. The answering party has already identified he has not obtained a statement from any party in answer to Interrogatory No. 18 and a specific reservation has been made.
24. The answering party is unable to "identify and describe any and all admissions" which he may rely upon throughout this proceeding. Further, the interrogatory is served prematurely as discovery has not been conducted, exchanged or served upon all witnesses or parties that may have relevant information. Specifically, the answering party is not aware of any admissions to be relied upon during this proceeding at this time, however, specific reservation is made to amend this answer to Interrogatory No. 24.
25. The answering party has not identified, at this juncture of the proceeding, any admissions to be relied upon, and applicable reservation has been made.
26. The answering party has not identified, at this juncture of the proceeding, any admissions to be relied upon, and applicable reservation has been made.
27. The answering party has not identified, at this juncture of the proceeding, any admissions to be relied upon, and applicable reservation has been made.
28. The answering party has not identified, at this juncture of the proceeding, any admissions to be relied upon, and applicable reservation has been made.
29. The answering party has not identified, at this juncture of the proceeding, any admissions to be relied upon, and applicable reservation has been made.
30. The answering party has not identified, at this juncture of the proceeding, any admissions to be relied upon, and applicable reservation has been made.
31. The answering party has not prepared, or aware of the existence, of any media requested by this Interrogatory No. 31, other than patient records within the possession of Tower

West Chiropractic Association. The answering party specifically reserves his right to amend this answer to Interrogatory No. 31 as discovery continues.

Further, the answering party has conducted his own research concerning nerve conduction threshold testing, and consulted various medical experts with reference to its application, utility, and necessity in the field of medicine generally, and as may be applicable to chiropractic medicine. In addition, the answering party is in possession of certain documents attached as Exhibit A to these answers to interrogatories indicating that the New Jersey State Board of Chiropractic Examiners became aware in or about June 2000 that Dr. Marsh was performing sensory nerve conduction threshold testing in his office and had provided records with reference to this testing for a particular patient named Alan Biarsky.

Alan Biarsky filed a complaint with the Chiropractic Board in or about June 2000 alleging that Dr. Marsh had improperly refused to provide him with additional treatment after completing sensory nerve conduction threshold testing that was reported to be positive. Mr. Biarsky alleged that Dr. Marsh performed the nerve testing, obtained a positive result, but then failed to provide him with additional necessary care or refer him to other physicians that could provide him with necessary care for injuries arising from a motor vehicle accident.

In response to the complaint filed by Mr. Biarsky, Dr. Marsh prepared an extensive response to the Board which included the nerve conduction sensory test results. After reviewing the applicable records, and certainly becoming aware that Dr. Marsh was providing nerve conduction sensory threshold testing, the Board concluded that there was not "sufficient basis to pursue action on the complaint" filed by Mr. Biarsky.

All of the relevant and applicable records concerning this matter are attached as Exhibit A to these answers to interrogatories. It is obvious that the Board previously reviewed Dr. Marsh's use of nerve conduction threshold testing in June 2000, just prior to his departure from the practice in order that he may pursue his medical degree, and refused to discipline Dr. Marsh on this basis. Therefore, Dr. Marsh reasonably relied upon the Board's determination that there was an insufficient basis to discipline him for the use of nerve conduction sensory threshold testing, on at least one patient, since the date it was provided him.

Therefore, we respectfully submit that the Board is improperly pursuing disciplinary action at this time based upon the relevant procedural history concerning the subject testing.

In addition, we respectfully submit that the use of nerve conduction sensory threshold testing has scientific validity in the fields of medicine and chiropractic as independent research conducted by Dr. Marsh reveals. Dr. Marsh is aware of the existence of a corporation named Neutron, Incorporated located in Baltimore, MD which is operated by a physician named Jefferson J. Katims, MD.

We attach a comprehensive bibliography assembled by Neutron, Incorporated listing more than 500 published scientific papers concerning neurometer technology and its application. (Exhibit C)

32. It is important to note that the answering party, Anthony Marsh, MD, was in medical school between the period of January 1, 2001 and January 1, 2005 and therefore, was not engaged in the practice of chiropractic medicine. Dr. Marsh did, however, maintain ownership in Tower West Chiropractic Association and hired the services of various covering chiropractic physicians including Robert A. Valinoti, DC in order to provide chiropractic patient care during the subject period.

- a. The answering party did not provide chiropractic services during the relevant period as stated above.
- b. The answering party did not provide chiropractic services during the relevant period as stated above. Therefore, a review by the answering party of all of the relevant patient treatment and billing records for the subject period would be required in order to provide an accurate response to this subsection (b) of Interrogatory No. 32. At this juncture, the answering party has not carried out such a review, and is therefore unable to provide the information.
- c. The answering party was not employed as a chiropractic physician providing patient care on a regular basis between the dates of January 1, 2001 and January 1, 2005 but was the sole shareholder of Tower West Chiropractic Association.
- d. The answering party was not employed as a chiropractic physician providing patient care on a regular basis between the dates of January 1, 2001 and January 1, 2005 but was the sole shareholder of Tower West Chiropractic Association.
- e. As stated above, the answering party was not engaged in the practice of chiropractic medicine during the relevant subject period, however, but remained the owner of Tower West Chiropractic Association. The answering party's best recollection is that the company employed Laurie Dellucio, DC, Mitch Holstein, DC, Martin Cohen, DC, and Robert Valinoti, DC, as covering chiropractic physicians to provide patient care during the subject period.

33. a. Dr. Marsh is a graduate of New York Chiropractic College, and was also awarded a Bachelor of Science degree from St. Peter's College located in Jersey City, NJ. Currently, Dr. Marsh also holds board certification in occupational health and rehabilitation; is board certified in impairment rating physician, holds a master certification in motor vehicle acceleration/deceleration trauma, and also holds a diplomat and senior disability analyst from the American Board of Disability Analysts. (Exhibit B)

b. Dr. Marsh obtained his doctorate of chiropractic in 1980 from the New York Chiropractic College

c. Dr. Marsh was trained in the field of chiropractic medicine at New York Chiropractic College from 1976 through 1980.

d. Dr. Marsh was trained by physicians and instructors at New York Chiropractic College from 1976 through 1980.

34. Dr. Marsh discontinued his chiropractic continuing education credits for the period of time requested, since he had ceased providing chiropractic care and was pursuing his degree in medicine. Dr. Marsh completed medical school at UMDNJ and following a residency program, is currently licensed to practice medicine by the New Jersey State Board of Medical Examiners. Dr. Marsh received training and experience in the field of osteopathic medicine between the years of 2000 and 2005, and is currently a licensed doctor of osteopathy. Therefore, the information requested by Interrogatory No. 34 is not applicable as Dr. Marsh discontinued his pursuit of the practice of chiropractic medicine.

35. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

36. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the

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Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

37. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

38. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

39. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

40. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

41. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

42. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

43. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

44. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

45. The answering party assumes that the information requested with reference to the treatment of the patient specified in this interrogatory was provided by a physician employed by Tower West Chiropractic Association during the period that Dr. Marsh was physically absent from the practice and pursuing his degree in medicine at the New

Jersey State University of Medicine and Dentistry (UMDNJ). Therefore, the patient care was not personally provided by Dr. Marsh, and he is unable to provide a meaningful response to the interrogatory. In addition, the patient record is located in a storage facility, which must be retrieved, and reviewed by Dr. Marsh in order to provide further and additional specific information as requested. If necessary, a complete copy of the patient chart will be produced by Dr. Marsh under separate cover along with applicable billing records. Therefore, since Dr. Marsh is unable to provide specific information with reference to this interrogatory at this time, he specifically reserves the right to amend his answer to this interrogatory and provide appropriate records, documents and information, in order to further support and clarify his answer.

Subsections (a) – (k):

As stated above, Dr. Marsh is not able to provide any further information as requested by this interrogatory at this time, but reserves the right to supply additional records and amend his answer.

46. Dr. Anthony W. Marsh, D.O. with the assistance of counsel.

47. Dr. Anthony W. Marsh, DO, 11 Clifton Terrace, Weehawken, NJ 07086
Dated: July 24, 2009

CERTIFICATION

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I certify that the copies of the documents annexed hereto are exact copies of the entire original documents, that the existence of any other documents which have been requested by these interrogatories is unknown to me or unavailable to me, and if such become later known or available, I shall serve them promptly upon the propounding party.

I hereby certify that the copies of the reports annexed hereto rendered by proposed expert witnesses are exact copies of the entire report or reports rendered by them; that the existence of other reports of said experts, either written or oral, are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

ANTHONY MARSH

Print Name

Anthony Marsh

Signature

OWNER / Shareholder

Title

Dated:

7-24-09