

SUPREME COURT
STATE OF CONNECTICUT

PSC-230333

LINDA J. FEASER

v.

GEORGE L. LANDRESS

ORDER ON PETITION FOR CERTIFICATION TO APPEAL

The plaintiff's petition for certification to appeal from the Appellate Court, 223 Conn. App. 902 (AC 45998), is denied.

Linda J. Feaser, self-represented, in support of the petition.

Decided April 16, 2024

By the Court,

/s/
Carl D. Cicchetti
Chief Clerk

Notice Sent: April 16, 2024
Petition Filed: March 25, 2024
Clerk, Superior Court, DBDCV215016764S
Hon. Barbara Brazzel-Massaro
Clerk, Appellate Court
Reporter of Judicial Decisions
Staff Attorneys' Office
Counsel of Record

e.g., Appendix D
page 18

“Filed under the Electronic Briefing rules”

PSC AC 45998

LINDA J. FEASER

v.

GEORGE L. LANDRESS

SUPREME COURT

231 CAPITAL AVENUE

HARTFORD, CT. 06106

PETITION FOR CERTIFICATION

1. INTRODUCTION

Pursuant to Practice Book section 84-1 seq., the (Plaintiff, Linda J. Feaser)

Respectfully petitions the Supreme Court of the State of Connecticut to

Appeal from the decision of the Appellate Court entered in this case on

(02/06/2024) and reported at G.A. 3 at Danbury, Ct. 06810

Doc.#DBDCV215016764S and attached hereto at Appendix page.

2. STATEMENT OF THE QUESTIONS PRESENTED FOR REVIEW

1. Did the Appellate Court take into consideration that I was still in peer Review on 12/04/2020? Trying to finalize. The ADA guidelines state that they will not accept a case while in litigation. Enclosed are their guidelines.

2. Did the Appellate Court Error in the fact that the defendant is the one who Brought this into court under hearsay and perjury. After I filed a case against him in small claims court. All false accusation were made against me. Total slander and defamation. Stating that he made demand and I refused to

pay for work that was done in 2013. The defendant was the one who brought this case in to look like it was past statute of limitations. Pressed the issue. At that time period the defendant was taking money out of my bank account to the sum of \$1900.00. I sent in documentation to the court. The defendant never denied claim of allegations made against him. I called the defendants Attorney the day that I received this affidavit. I was so upset upon reading all of these false accusations. Explaining what the small claim was about.

3. Did the Appellate Court Correctly conclude that the memorandum of Decision that the Judge made on a motion for summary judgement states. That I was a patient of the defendants till 2014. I was a patient of the defendants still in 2017 when I signed a contract for supplies and work to be done on the bottom left-hand side.

Did the Appellate Court Correctly Conclude in the memorandum of decision the Judge states that the review by the committee of the Greenwich Dental Society was unanimous. When in fact it was incomplete due to covid.

Dr. Zadik whom office this was held at was just purchased and he took this opportunity for a peer review to show his fellow peers. The Dental Chairs were still in boxes and the floors were all ripped up. They led me into the basement. Dr. Zadik stood the 6 ft. requirement due to covid and stood behind me.

told them about the bottom teeth why I came. They could visible see what I

2. Did the Appellate court err during the appeal that Dr. Landress attorney told the court that Dr. Landress felt bad. Admitting to gross negligence.

An Intentional tort like this is of utmost importance to the public.

3. Did the appellate court err in going over the facts that I provided. Where Dr. Landress gave false information to credit agencies. Also committed perjury In his affidavit.

4. Did the Appellate Court correctly conclude that the peer review Was incomplete due to covid policy and the bottom teeth in question were never reviewed. Dr. Zadik was in clear view of fraud in the peer review process. He used this opportunity to show his peers his new office in Greenwich, Ct. which was in the middle of construction. The dental chairs were still in boxes. I was led into the basement and Dr. Zadik stood six feet behind me. He was afraid of contacting covid.

5. Did the Appellate court correctly conclude that you are not to have a case in litigation during the peer review process. My peer review process was still on going in the year 2020. This is when the covid tolling statue of limitation took place.

STATE OF CONNECTICUT
APPELLATE COURT

Date: Hartford, February 6, 2024

To the Chief Clerk of the Appellate Court.
The Appellate Court has decided the following case:

LINDA J. FEASER

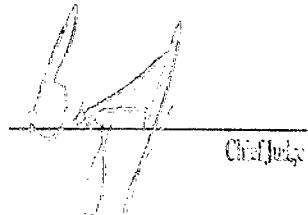
v.

Opinion Per Curiam.

GEORGE L. LANDRESS

Docket No. AC 45998
Trial Court Docket No. DBDCV215016764S

The judgment is affirmed.



Rescript

e.g.) Appendix A
Page 8

DOCKET NO: DBDCV215016764S

ORDER 428420

FEASER, LINDA J.

SUPERIOR COURT

V.

JUDICIAL DISTRICT OF DANBURY
AT DANBURY

LANDRESS D.D.S., GEORGE L.

10/11/2022

ORDER

ORDER REGARDING:

10/11/2022 138.00 MEMORANDUM OF DECISION

The foregoing, having been considered by the Court, is hereby:

ORDER:

Disposition: SJD - SUMMARY JUDGMENT-DEFENDANT

An order is entered in accordance with the Memorandum of Decision issued by the Court on October 11, 2022.

JDNO sent/copies to SRP parties via mail 10/11/22-VSF

428420

Judge: BARBARA BRAZZEL-MASSARO
Processed by: Vanessa Fertaly

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.

DOCKET NO. CV-21-5016764-S : SUPERIOR COURT
LINDA FEASER : J.D. OF DANBURY
V. : AT DANBURY
GEORGE L. LANDRESS, D.D.S., : OCTOBER 11, 2022

FILED
OCT 11 2022
SUPERIOR COURT
JUDICIAL DISTRICT
OF DANBURY (G.A.3)

**MEMORANDUM OF DECISION
MOTION FOR SUMMARY JUDGMENT # 130**

INTRODUCTION

This action was originally filed as a small claims action on February 5, 2021. The defendant filed a motion to transfer which was granted on February 23, 2021. The plaintiff alleges in the complaint that the defendant George L. Landress, D.D.S. treated the plaintiff for dental work which he performed improperly causing her teeth to be loose and fall out.

The plaintiff filed an Amended Complaint dated December 13, 2021 on or about December 16, 2021. The defendant has filed a motion for summary judgment dated May 29, 2022. The motion for summary judgment argues that there are three reasons for granting the motion; 1) the claim was beyond the statute of limitations; 2) the plaintiff failed to file an expert opinion pursuant to C.G.S. § 52-190a; and 3) the plaintiff has failed to provide a cause of action for a claim of medical negligence. The plaintiff filed a reply dated May 29, 2022 to the motion with several unmarked exhibits which were not objected to by the defendant and also a response dated June 5, 2021 (also with a file date of June 8, 2022). The parties appeared and argued on September 6, 2022.

FACTUAL BACKGROUND

The plaintiff was a dental patient of Dr. Landress for an approximate period of time in 2012 to 2013 or 2014 (Unspecified Exhibit attached to the Reply). The plaintiff originally alleged in the small claims action that this action was "due to duress of Dr. Landress. He ruined all of my existing teeth." The plaintiff also refers to a peer review process which was initiated by the plaintiff filing a complaint and followed by a hearing conducted by the Peer Review Committee of the Greenwich Dental Society. A decision was issued on June 11, 2020. The review by the committee involved a unanimous determination by the Committee that the treatment rendered was an acceptable approach and within

the standard of care for the patient's needs at the time of service 8 years ago.¹ The Committee suggested some alternatives to the plaintiff's complaint but clearly indicated that none of the recommendations were binding. (Id. Attached Exhibit). The plaintiff thereafter filed a small claims writ in which she alleges that the damage is "Due to duress of Dr. Landress. He ruined all of my existing teeth. A peer review on 6/24/20 stated he excise(sic) more care in the future. He agreed to pay for surgery and new teeth. Dr. Landress is in Non-Compliance of the decision." (Small Claims Writ)²

The court granted a motion to transfer the claim to the Superior Court and thereafter the plaintiff filed a complaint and an amended complaint in which she stated in part; "I went back to Dr. Landress 84 times due to the permanent bridgework he provided would not stay in my mouth. It still doesn't work. I provided Dr. Landress' Dental Records to show fact of this." (December 13, 2021 Amended Complaint ¶ B). The Amended complaint refers to the money paid for the work which she has demanded be paid back and that Dr. Landress also pay for "the cost for surgery and the replacement of the damaged teeth." (Id. ¶ E). Thereafter the plaintiff in her response to the motion for summary judgment argues that she denies saying that Dr. Landress was negligent and the dispute is "not based on an allegation of negligence."

DISCUSSION

"Summary judgment shall be rendered forthwith if the pleadings, affidavits and other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. . . In deciding a motion for summary judgment the trial court must view the evidence in the light most favorable to the nonmoving party." (Citation omitted; internal quotation marks omitted). *Vendrella v. Astriab Family Ltd. Partnership*, 311 Conn. 301, 313, 87 A.3d 546 (2014). "A motion for summary judgment shall be supported by such documents as may be appropriate, including but not limited to affidavits, certified transcripts of testimony under oath, disclosures, written

¹This correspondence is not considered by this court as to a finding of whether the treatment was negligent or within the standard of care but as to the allegations and cause of action filed by the plaintiff concerning the treatment by Dr. Landress. Additionally, this letter gives a time frame of the medical care in addressing the statute of limitations argument by the defendant which dates are not part of the pleading in the complaints.

²This statement does not follow the 6/24/20 language or the intention of the Committee which found the actions "within the standard of care for the patient's needs at the time of service 8 years ago" or the statement that "Our council also finds that Dr. Landress should have explained the treatment plan with associated risks at the beginning of his treatment. Therefore, we recommend that he exercise more care in the future." This recommendation is not a finding as to the dental work performed.

admissions and the like." Practice Book § 17-45.

"In seeking summary judgment, it is the movant who has the burden of showing the nonexistence of any issue of fact. The courts are in entire agreement that the moving party for summary judgment has the burden of showing the absence of any genuine issue as to all the material facts which under applicable principles of substantive law, entitle him to a judgment as a matter of law. (Internal quotation marks omitted.) *Romprey v. Safeco Ins. Co. of America*, 310 Conn. 319-20, 77 A.3d 726 (2013).

"Summary judgment may be granted where the claim is barred by the statute of limitations . . ." *Romprey v. Safeco Ins. Co. of America*, 310 Conn. 304, 313, 77 A.3d 726 (2013). Generally, "in the context of a motion for summary judgment based on a statute of limitations special defense, a defendant typically meets its initial burden of showing the absence of a genuine issue of material fact by demonstrating that the action had commenced outside of the statutory limitation period . . ." *Id.*, 321.

The first issue which the court addresses based upon the plaintiff's self-serving statement in her response to the summary judgment and her argument is whether the allegations are supportive of a negligence claim and in particular a claim of medical malpractice. Although the plaintiff has requested the return of her payments for work by Dr. Landress this claim is contingent on her multiple claims that Dr. Landress did not properly fit the bridgework or implants and that the plaintiff states: "I don't like these teeth," or the "teeth did not stay in" or that she needed "emergency surgery because the bridgework falling out caused severe infections." (Response to summary judgment). The plaintiff in her response argues that the claims are not based on negligence as argued by the defendant in its' motion. All of these statements by the plaintiff are centered on the work performed by Dr. Landress in his professional capacity as a dentist. In accordance with Connecticut practice, "the interpretation of pleadings is always a question of law for the court. . . . *Boone v. William W. Backus Hospital*, 272 Conn. 551, 559, 864 A.2d 1 (2015). Further, "in determining the nature of a pleading file by a party, we are not bound by the label affixed to that pleading by the party." *Votre v. County Obstetrics & Gynecology Group, P.C.*, 113 Conn. App. 569, 576, citing *Redding v. Elfire, LLC*. 98 Conn. App. 808, 818, 911 A.2d 1141 (2006).

To this end, "[t]he classification of a negligence claim as either medical malpractice or ordinary negligence requires a court to review closely the circumstances under which the alleged negligence occurred. [P]rofessional negligence or malpractice . . . [is] defined as the *failure of one rendering*

professional services to exercise that degree of skill and learning commonly applies under all the circumstances in the community by the average prudent reputable member of the profession with the result of injury, loss, or damage to the recipient of those services. . . . Furthermore, malpractice presupposes some improper conduct in the treatment of operative skill [or]. . . the failure to exercise requisite medical skill . . ." (Alterations and emphasis in original; internal quotation marks omitted.)

Votre v. County Obstetrics & Gynecology Group, P.C., 113 Conn. App. At 576, quoting *Boone v. William W. Backus Hospital*, 272 Conn. 551, 562-563, 864 A.2d 1 (2005). Thus, "the relevant considerations in determining whether a claim sounds in medical malpractice are whether (1) the defendants are sued in their capacities as medical professionals, (2) the alleged negligence is of a specialized medical nature that arises out of the medical professional-patient relationship, and (3) the alleged negligence is substantially related to medical diagnosis or treatment and involved the exercise of medical judgment."

Id.; see also *Gold v. Greenwich Hospital Assn.*, 262 Conn. 248, 254, 811 Conn. App. 353, 358, 764 A.2d 203, cert. dismissed, 258 Conn. 711, 784 A.2d 889 (2001).

In the instant action as noted above, the plaintiff has filed this action because of dental work performed by Dr. Landress which she alleges has resulted in her teeth not fitting and falling out. Additionally, the plaintiff's original action was a complaint about the work on her teeth which included the past filing of a grievance to the Peer Review Committee of the Greenwich Dental Society, the professional oversight Board for dentists licensed in the State of Connecticut. The complaint to the Peer Review was specifically about the dental work which involved a medical professional service, that is, the dental work. This peer review complaint resulted in an eventual finding concerning the professional standards for the work performed by Dr. Landress. Even with these specific complaints and the referral, the plaintiff argues that this is not a negligence action. This argument or denial is contrary to the pleadings, comments and processes which the plaintiff has followed as a result of her claim of improper work and demand of return of her payments. All of the claims stem from the work performed by Dr. Landress. As such in viewing the pleadings and exhibits the claim must be interpreted as a claim of professional negligence.

Finding the action to fall within the parameters of a medical malpractice action, the court must determine if the summary judgment should enter on any of the arguments of the defendant, that is, filed beyond the statute of limitations, the failure to provide an expert opinion pursuant to C.G.S. § 52-

190a and the failure to provide a claim for medical malpractice.

Because the complaint is interpreted as a claim of professional negligence the court applies C.G.S. § 52-584. This statute states in relevant part: "No action to recover damages for injury to the person, or to real or personal property, caused by the negligence, or by reckless or wanton misconduct, or by malpractice of a physician, surgeon, dentist, podiatrist, chiropractor, advanced practice registered nurse, hospital or sanatorium, shall be brought but within two years from the date when the injury is first discovered or in the exercise of reasonable care should have been discovered, and except that no action may be brought more than three years from the act or omission complained of. . ." The plaintiff originally filed this action in small claims on February 5, 2021. The plaintiff argues in her response to the motion for summary judgment that she is aware of the statute of limitations but because no one would take her case and the fact that she is not seeking punitive damages, she ignores the statute and also the certificate of good faith required pursuant to C.G.S. § 52-190a. The plaintiff in her complaint fails to provide to this court the actual dates of her treatment. However, the exhibits submitted for the bills and the letter of the Peer Review Commission help to establish the only evidence as to the treatment that is at issue. The Peer Review letter indicates that her complaint filed with them was dated December 3, 2018. Even if the court looks at this date as a seminal date, because the plaintiff was obviously aware of her complaints, the complaint was not filed within the time established by C.G.S § 52-584.

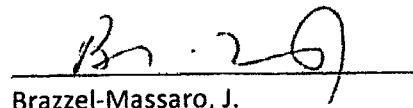
Additionally, within the body of the letter dated June 11, 2022, the review refers to the treatment by Dr. Landress rendered at the time of service *8 years ago*. (Emphasis added) (Attached Exhibit to plaintiff's response to summary judgment). The Request for Admission which plaintiff failed to answer and was filed in support of the summary judgment notes that the treatment was in 2012 and 2013. The plaintiff does include with the exhibits the payments she allegedly made for the work performed by Dr. Landress. These account statements indicate work and payments for the time period of 2012 and 2013 as well as an appointment or check-up sometime in 2015. Even if the time period is extended to 2015 or the December 2018 time period recognized in the peer review finding, the plaintiff has not satisfied the two year limitation to file this action. The summary judgment is granted for failure to file a cause of action within the applicable statute of limitations.

The defendant has also claimed as a basis for summary judgment the failure to satisfy the

requirement of providing a similar health care opinion letter in support of her cause of action pursuant to C.G.S. § 52-190a. Because the court has determined that the complaint alleges medical malpractice the plaintiff is obligated to follow this statute. The statute provides in relevant part: "No civil action of apportionment complaint shall be filed to recover damages resulting from personal injury . . . in which it is alleged that such injury or death resulted from the negligence of a health care provider, unless the attorney or party filing the action or apportionment complaint has made a reasonable inquiry as permitted by the circumstances to determine that there are grounds for a good faith belief that there has been negligence in the care or treatment of the claimant. The complaint, initial pleading or apportionment complaint shall contain a certificate of the attorney or party filing the apportionment complaint that such reasonable inquiry gave rise to a good faith belief that grounds exist for an action against each named defendant . . . To show the existence of such good faith, the claimant or the claimant's attorney, and any apportionment complainant or the apportionment complainant's attorney, shall obtain a written and signed opinion of a similar health care provider. . ." Additionally, the statute states: "[t]he failure to obtain and file the written opinion required by subsection (a) of this section shall be grounds for the dismissal of the action."

The plaintiff has recognized that there is a requirement for an opinion letter but argues it is not necessary because she has been unable to obtain help in bringing this action. The requirements are the same for all and her failure to obtain an opinion letter to attach with the filing of this action is a basis to grant the summary judgment. The court also notes that the plaintiff has included as an exhibit a examination letter from Dr. Perry Kest as to her dental work but has not included an opinion letter from him as part of the filing of this action. Treatment by Dr. Kest does not satisfy the requirements of an opinion letter. Thus, also based upon this argument the court finds that summary judgment should be granted.

THE COURT



Brazzel-Massaro, J.

Order On Motion for Reconsideration AC 233584

Docket Number: AC45998
Issue Date: 3/6/2024
Sent By: Supreme/Appellate

Order On Motion for Reconsideration AC 233584

AC45998 LINDA J. FEASER v. GEORGE L. LANDRESS

Notice Issued: 3/6/2024 3:42:11 PM

Notice Content:

Motion Filed: 2/22/2024

Motion Filed By: Linda J Feaser

Order Date: 03/06/2024

Order: Denied

By the Court

Notice sent to Counsel of Record

Hon. Barbara Brazzel-Massaro

Clerk, Superior Court, DBDCV215016764S

Appendix C
-16-

**MOTION TO OPEN JUDGMENT
(SMALL CLAIMS AND HOUSING MATTERS)**

JD-CV-51 Rev. 2-22
C.G.S. §§ 52-212, 52-212a, 52-259c; P.B. §§ 17-4, 17-43, 24-31

For information on ADA accommodations, contact a court clerk or go to: www.jud.ct.gov/ADA

**STATE OF CONNECTICUT
SUPERIOR COURT**

www.jud.ct.gov



Instructions:

If you are asking the court to open a small claims judgment, or a summary process (eviction) judgment, file this form and pay the required fee.

If you are asking the court to open a judgment after default or nonsuit in a summary process (eviction) matter, use form number JD-HM-42.

Court Use Only	
MTOPJH	SCMTO
Docket number	
CV-21-5016764-S	

<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> Housing Session	Address of Court (Number, street, town, and zip code)
J.D. of DANBURY at DANBURY 146 WHITE STREET DANBURY, CT. 06810		
Name of case (Plaintiff vs. Defendant)		
LINDA J. FEASER v. GEORGE LANDRESS D.D.S.		

Motion to Open Judgment

I request that the judgment in the case named above be opened because:

There has been a misapprehension of facts. My teeth did not become loose and fall out. Fragments of teeth are still left. Fifteen teeth that once knew the enjoyment of food, smiles, love and laughter, now only know pain, suffering, hunger, swelling, embarrassment and infections. Patiently waiting there demise. Dr. Landress knowingly, for self gratification, painfully, mutilated my teeth leaving all of them beyond repair. I was not sure which category this criminal act falls under. Intentional Tort or Negligence. Dr. Landress was negligent. He delayed and failed to diagnose that he ruined my teeth. Instead he intentionally had me keep going back for years to delay any statute of limitations. Which I was naive to and not aware. He kept telling me that he would remedy the situation. I placed my trust in Dr. Landress and he misled me to believe that I was getting something else. I feel that his care was egregious and I was violated and raped of my teeth. Each visit he aggressively drilled and prepped the teeth. Filling the chewing surface and sides of the teeth. Beyond repair exposing nerves. My body still quivers in pain. Dr. Landress has abused me physically, emotionally, and financially. My adrenaline has been racing on high from all of this causing sleepless nights of pain, and wondering when Dr. Landress is going to honor his word and pay for the removal of these teeth. My adrenal gland has been damaged in this process. I am being scheduled on Nov. 2 for surgery up at UConn for the removal of this gland. My colon has bleeding ulcers from Ibuprofen.

I am enclosing the retail agreement for the work that Dr. Landress provided, which he breached. This dates April 20th, 2017. This included work for the bottom teeth. Which the three bottom teeth from the left broke off.

Peer Review. ~ I called daily, weekly no one would ever respond. They ended up closing the Hartford office due to lack of help. Finally the process began on Dec. 5th, 2018. I was contacted by a Dr. Ben Frank. I have sent the court text message of our conversation, after yrs. of covid delay Dr. Zadik volunteered to do the peer review. He had just bought an office in Greenwich and used this opportunity to have his peers visit. The office was under construction the floors were ripped up and the chairs were still in boxes. Dr. Zadik stood six ft. behind me and never looked into my mouth. Due to the recent confinements of Covid. My main complaint was the bottom teeth. They unanimously agreed not to touch the bottom teeth for fear that they would fall out. They weren't there to work. When I received Dr. Zadiks report. I immediately saw that it was incomplete and there wasn't any mention of the bottom teeth. so I called to inquire. His response was to get over it! I have requested the good faith letter from Perry Kest, I will send it over.

I am seeking Economic and Non Economic damages from Dr. Landress. In the amount of (2) Million dollars or whatever the court finds equitable. I feel this is minimal and no amt. of money can replace 15 teeth. Sincerely, The Plaintiff; Linda J. Feaser

Signed (Plaintiff/Defendant or Attorney)

Subscribed and sworn to before me

on (Date)

10/20/22

Signed (Clerk, Commissioner of Superior Court, Notary Public)

Date signed

10/20/22

Evangeline Shepard

Administrative Asst.

Certification

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties of record who received or will immediately be receiving electronic delivery. Name and address of each party and attorney that copy was or will be mailed or delivered to*

*If necessary, attach additional sheet or sheets with name and address which the copy was or will be mailed or delivered to.

Signed (Signature of filer/Connecticut Attorney) Print or type name of person signing Date signed

► Telephone number

Mailing address (Number, street, town, state and zip code) Telephone number

[Print Form](#)

[Reset Form](#)

Appendix C
- 16 -

Order On Motion for Reconsideration AC 233584

Docket Number: AC45998

Issue Date: 3/6/2024

Sent By: Supreme/Appellate

Order On Motion for Reconsideration AC 233584

AC45998 LINDA J. FEASER v. GEORGE L. LANDRESS

Notice Issued: 3/6/2024 3:42:11 PM

Notice Content:

Motion Filed: 2/22/2024

Motion Filed By: Linda J Feaser

Order Date: 03/06/2024

Order: Denied

By the Court

Notice sent to Counsel of Record

Hon. Barbara Brazzel-Massaro

Clerk, Superior Court, DBDCV215016764S

Appendix E
- 22 -

DOCKET # 45998

LINDA J. FEASER

Vs.

GEORGE L. LANDRESS

CT. APPELATE COURT
231 CAPITAL AVENUE
HARTFORD, CT. 06106

MOTION TO RE-CONSIDER

My name is Linda Feaser and I am filing this motion to reconsider pursuant to Linda J. Feaser v. George L. Landress.

BRIEF HISTORY

I was a patient of Dr. Landress from 2012 thru 2018 when I filed for peer review.

Dr. Landress was the only dental provider thru these years. I paid Dr. Landress \$19000. Like he requested for dental work. Money was being deducted from my bank account for years. The top bridge that he made against my will never fit. I went to his office for bridges. Which I never received. He wanted to do cosmetic dentistry. I replied no but he didn't care and did what he pleased.

He did not let me contribute to the decision of my care. He abused his power as a professional. He breached his duty by withholding pertinent information about my care. Dr. Landress abused me physically, mentally, and financially for his own self-gratification. Every single aspect of my life is affected by his actions.

SPECIFIC FACTS

On April 17, 2017 Dr. Landress and I had come to a mutual agreement to fix and repair my teeth also make the back molar bridges that I went in there for originally. He stated that he would just need money for the material. So, an agreement of \$5000.00 was made. Contract ending in the beginning of 11/20/2019. Upon working on my back lower teeth which apparently, he made a root canal. I made payments for 3 months until I received notice from the credit agency that my credit report had been compromised. The contract for the work was signed and began on 4/17/017. Dr. Landress made false statements to the credit agency that I signed it on 2/28/2017. Bringing me months delinquent. When I Called to question his actions. He did this in case that I didn't pay. I told him that you can't do this if I'm paying and you're working. He said the he was friends with the credit agency and he would call and have this false information removed. Which he did. All of this has affected my adrenal glands. I am being treated at UConn medical center. I also went to UConn dental school for oral surgery. I did not see this possible to obtain an opinion letter. As they are students.

Most recently I had been treated for sinus infections. After finishing treatment for this and becoming deathly ill. My lower jaw swelled up. Apparently, this root canal On the lower jaw which Dr. Landress did caused my teeth to rot from the inside out. I had no idea because he killed the nerve. I did not discover this until 01/15/2024 when the Dentist hollered out after taking the x-ray. "Who did this root canal? Who did this? She sent me to an oral surgeon to try and correct the infection. the surgeon extracted the buried roots. The infection has gone on to long so it continues to swell. Enclosed is documentation.

BREACH OF CONTRACT

Dr. Landress has failed to preform the promise to pay me.

I did not have the means or the time to go to another Dentist for a certificate of good faith or an opinon letter. I have been to ill. I have and have sent a study of my teeth also x-rays etc. Dr. Landress was my only dental provider.

The Plaintiff

CERTIFICATION

I Certify that a copy of this document was or will be mailed or delivered Electronically on February 22, 2024 to all attorneys and self-represented parties Of record.

Office of the Appellate

231 Capital Avenue

Hartford, Ct. 06106

JohnJowdy@Jowdylaw.com John Jowdy 67 West Street Danbury, Ct. 06810

(203) 633-2171

Infor@danburysmiles.com George L. Landress 83 West Street Danbury, Ct. 06810

DOCKET # 45998
LINDA J. FEASER
Vs.
GEORGE L. LANDRESS

Ct. APPLELATE COURT
231 CAPITAL AVENUE
HARTFORD, CT. 06106
February 22, 2024

AFFIDAVIT

I the undersigned, being duly sworn. I hereby affirm that:

My name is Linda J. Feaser, residing at 687 Reservoir Road Southbury, Ct. 06488
This affidavit is in support of a motion to reconsider.

On April 4, 2017 thru 11/20/2019 Dr. Landress and I came to an agreement in his office. In the amount \$5000.00 which was for materials to repair the lower left hand side teeth and any other repairs needed. He began work and I began payments. He had done a root canal on one of the teeth which I was not aware of until recently.

During the peer review On 09/21/2019 Dr. Landress he told myself and Dr. Ben Frank president of the per review.

That he would pay for the extraction of my teeth and false teeth. Text messages were entered as evidence.

NEW EVIDENCE

The teeth had been rotting from the inside out. I believed that it was sinus infections because the root nerve was deadened.

After being treated on 01/05/2024 my jaw continued to swell sending me to a dentist. Dr. Zeta Jadik. Which she referred me to an oral surgeon. On 01/15/2024 the surgeon removed the roots that were buried. My face continues to swell because it went unknown for to long.



Compassionate **FINANCE**

RETAIL INSTALLMENT CONTRACT

Date:	4/20/2017		
Buyer:	Linda Feaser	Seller:	Danbury Smiles, Landress
Address:	687 Reservoir Rd	Address:	93 West Street
	southbury, CT 06488		Danbury, CT, 06810
			United States
Phone:	2035019698	Phone:	
LOAN NUMBER:	LAI-00035856		

Buyer shall be referred to herein as "Buyer," "you," or "your." Seller shall be referred to as Seller. Seller may transfer or assign this Contract to another party.

Contract to another party. Compassionate Finance is the Seller's contracted service provider for the administrative functions related to this Contract.

PROMISE TO PAY: The credit price is shown below as the "Total Sales Price." The "Cash Price" is shown below. By signing this Contract, Buyer chooses to purchase the professional services and goods on credit according to the terms of this Contract. Buyer agrees to pay Seller the Amount Financed, Finance Charge, and any other charges in this Contract. Buyer agrees to make payments according to the Payment Schedule in this Contract.

DESCRIPTION OF GOODS AND SERVICES TO BE PROVIDED: Dentistry

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 8.00 %	FINANCE CHARGE The dollar amount the credit will cost you. \$543.37	Amount Financed The amount of credit provided to you or on your behalf. \$5,000.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$5,543.37	Total Sale Price The total cost of your purchase on credit, including your down payment of \$0.00 \$5,543.37
---	---	--	---	--

Buyer's Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
30	\$184.78	28th of the month.

ACH Authorization Agreement and Collection Contact Form Authorization Agreement

Authorization Agreement

As of the same date herewith, I have entered into that certain Retail Installment Contract (the "Contract") with Seller. Pursuant to the terms of such Contract, Compassionate Finance is noted as the contracted service provider for the administrative functions of the Contract on behalf of the Seller. As a result, I hereby authorize Compassionate Finance to establish an account on my behalf with their company and to initiate automatic debits and credits to my account at the financial institution named below. I acknowledge that I will be charged a one-time account set-up fee of \$30.00 to be added to the first payment deducted without execution of this agreement. I further authorize Compassionate Finance to initiate debits or credits to my account to correct any errors.

I also authorize Compassionate Finance, in order to service my account and collect any amounts that I may owe under the Contract, to contact me at any of the telephone numbers associated with my account, including wireless telephone numbers, which could result in charges to me. Compassionate Finance may also contact me by sending text messages or e-mails to any telephone number or e-mail address (including personal or work e-mail addresses) that I have provided, which could also result in charges to me. Methods of contact may include using pre-recorded or artificial voice messages, or use of an automatic dialing device.

This agreement will remain in effect until Compassionate Finance receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Authorization Agreement and Collection Contact Form to Compassionate Finance.

Account Information

Name on Account:	Linda Feaser	Date of first ACH:	5/28/2017
Name of Financial Institution:	Union Saving Bank	Amount of first ACH:	\$214.78
Routing Number:	221172241	Amount of subsequent ACH:	\$184.78
Account Number:	601120550		

Signature

I have read this disclosure form and agree that I may be contacted as described above.



Authorized
Signature
(Primary):

Date: 4/20/2017

George L. Landress D.D.S., M.A.G.D.
93 West Street
Danbury, CT 06810
(203)743-7608 x

Payments that
Dr. Landress
received
from me
Linda Feaser
Plaintiff

PATIENT TRANSACTIONS
From 01/01/12 to 03/17/17

Count: (318400) Linda Feaser
Patient: (318401) Linda Feaser

Date	Patient	ID	Code	DS	Dr	T	Surf	Description	Prod.	Charges	Chg Adj	Payment	Pay Adj	Balance
1/6/12	Linda	318401	150	1	1	A		Previous Balance						0.00
1/6/12	Linda	318401	210	1	1	A		Comprehensive Oral Eval - New	80.00					80.00
1/9/12	Linda	318401	9999	1	1	A		Intraoral - Compl Series of Radi	160.00					240.00
3/12	Linda	318401	9310	1	1	A		On Going Dental Procedure						240.00
6/12	Linda	318401	17	1		A		Made new temp						240.00
0/12	Linda	318401	1110	1	42	A		Consultation (Other than Treatm						240.00
0/12	Linda	318401	1204	1	42	A		Care Credit						240.00
1/12	Linda	318401	17	1		A		Prophylaxis -Adult	96.00					0.00
1/12	Linda	318401	9310	1	1	A		Fluoride (not incl. Prophylaxis) -	24.00					96.00
1/12	Linda	318401	470	1	1	A		Care Credit						120.00
1/12	Linda	318401	17	1		A		Consultation (Other than Treatm						0.00
1/12	Linda	318401	9999	1	1	A		Diagnostic Casts						0.00
1/12	Linda	318401	2970	1	1	A		Care Credit						0.00
1/12	Linda	318401	2750	1	1	A 06		On Going Dental Procedure						6000.00
1/12	Linda	318401	2750	1	1	A 07		Provisional Bridge						-6000.00
1/12	Linda	318401	2750	1	1	A 08		Crown - Porcelain/High Noble A	1600.00					-6000.00
1/12	Linda	318401	2750	1	1	A 10		Crown - Porcelain/High Noble A	1600.00					-1400.00
1/12	Linda	318401	2750	1	1	A 09		Crown - Porcelain/High Noble A	1600.00					-2800.00
1/12	Linda	318401	6752	1	1	A 18		Crown - Porcelain/High Noble A	1600.00					-1200.00
1/12	Linda	318401	6242	1	1	A 19		retainer crown - porcelain fused	1600.00					400.00
1/12	Linda	318401	6752	1	1	A 20		Pontic - Porcelain/Noble Metal	1600.00					2000.00
1/12	Linda	318401	6752	1	1	A 21		Pontic - Porcelain/Noble Metal	1600.00					3600.00
2/12	Linda	318401	6752	1	1	A 24		retainer crown - porcelain fused	1600.00					5200.00
2/12	Linda	318401	6752	1	1	A 25		retainer crown - porcelain fused	1600.00					6800.00
2/12	Linda	318401	6752	1	1	A 26		retainer crown - porcelain fused	1600.00					8400.00
2/12	Linda	318401	6752	1	1	A 27		retainer crown - porcelain fused	1600.00					10000.00
2/12	Linda	318401	6752	1	1	A 28		retainer crown - porcelain fused	1600.00					11600.00
2/12	Linda	318401	6752	1	1	A 29		retainer crown - porcelain fused	1600.00					13200.00
2/12	Linda	318401	6242	1	1	A 30		retainer crown - porcelain fused	1600.00					14800.00
s continued on next page...														

by: LIZ

Current Dental Terminology (CDT) (c) 2016 American Dental Association (ADA). All rights reserved.
Page 1 of 5

03/17/17 09:21a

Page 30

George L. Landress D.D.S., M.A.G.D.
 93 West Street
 Danbury, CT 06810
 (203)743-7608 x

PATIENT TRANSACTIONS
 From 01/01/12 to 03/17/17

Account: (318400) Linda Feaser
 Patient: (318401) Linda Feaser

Date	Patient	ID	Code	DS	Dr	*	T	Surf	Description	Prod.	Charges	Chg Adj	Payment	Pay Adj
10/24/14	Linda	318401	18	1	A				Compassinate				366.67	
10/27/14	Linda	318401	18	1	A				Compassinate				366.67	
									Sept					
12/09/14	Linda	318401	18	1	A				Compassinate				366.67	
									Oct					
12/09/14	Linda	318401	18	1	A				Compassinate				366.67	
									Nov					
01/16/15	Linda	318401	18	1	A				Compassinate				366.67	
									Dec 2014					
01/29/15	Linda	318401	9430	1	1	A			Office Visit for Observation					
02/09/15	Linda	318401	18	1	A				Compassinate				366.67	
03/26/15	Linda	318401	18	1	A				Compassinate				366.67	
04/23/15	Linda	318401	18	1	A				Compassinate				366.67	
05/13/15	Linda	318401	220	1	1	A	01		Intracanal - Periapical-First Radio	40.00				
05/13/15	Linda	318401	230	1	1	A	06		Intraoral - Periapical-Each Add'l	40.00				
05/13/15	Linda	318401	230	1	1	A	26		Intraoral - Periapical-Each Add'l	40.00				
05/13/15	Linda	318401	230	1	1	A	29		Intraoral - Periapical-Each Add'l	40.00				
05/27/15	Linda	318401	18	1	A				Compassinate				366.67	
									April					
06/18/15	Linda	318401	18	1	A				Compassinate				366.67	
07/07/15	Linda	318401	18	1	A				Compassinate				366.67	
08/10/15	Linda	318401	18	1	A				Compassinate				366.67	
09/29/15	Linda	318401	18	1	A				Compassinate				366.67	
									Aug 2015					
10/12/15	Linda	318401	18	1	A				Compassinate				366.67	
									Sept					
11/12/15	Linda	318401	18	1	A				Compassinate				366.67	
11/16/15	Linda	318401	9430	1	1	A			Office Visit for Observation					
11/30/15	Linda	318401	9430	1	1	A			Office Visit for Observation					
12/21/15	Linda	318401	18	1	A				Compassinate				366.67	
									Nov					
01/11/16	Linda	318401	2954	1	1	A	06		Prefabricated Post and Core					

Transactions continued on next page...

Member Transaction History

1/1/2015 - 12/31/2015

Amounts: \$366.00 - \$367.00

Feaser, Linda
991068 - All
Payments Made to
Dr. Landress

SFX	Post Date	Effective Date	Branch	Seq #	Receipt #	Rev	User	Tran	Description	Amount
S9	01/14/2015	01/14/2015			7368134	2529345	GJ	ZACHW	ACH Withdrawal	\$366
					Trace Number: 091408591109368					
					ACH SEC Code: PPD					
S9	02/17/2015	02/17/2015			7390195	2533349	GJ	ZACHW	ACH Withdrawal	\$367
					Trace Number: 091408597414430					
					Originator: Compassionate He CmpHlthCre					
					ACH SEC Code: PPD					
S9	03/16/2015	03/16/2015			7409392	2536980	GJ	ZACHW	ACH Withdrawal	\$366
					Trace Number: 091408599307157					
					Originator: Compassionate He CmpHlthCre					
					ACH SEC Code: PPD					
S9	04/14/2015	04/14/2015			7428750	2540949	GJ	ZACHW	ACH Withdrawal	\$366
					Trace Number: 091408592357176					
					ACH SEC Code: PPD					
S9	05/14/2015	05/14/2015			7449367	2544915	GJ	ZACHW	ACH Withdrawal	\$366.67
					Trace Number: 091408597526773					
					Originator: Compassionate He CmpHlthCre					
					ACH SEC Code: PPD					
S9	06/15/2015	06/15/2015			7470009	2549084	GJ	ZACHW	ACH Withdrawal	\$366.67
					Trace Number: 091408596221973					
					Originator: Compassionate He Compassion					
					ACH SEC Code: PPD					
S9	07/14/2015	07/14/2015			7488821	2553017	GJ	ZACHW	ACH Withdrawal	\$366.67
					Trace Number: 091408592824679					
					Originator: Compassionate He Compassion					
					ACH SEC Code: PPD					
S9	08/14/2015	08/14/2015			7509880	2557401	GJ	ZACHW	ACH Withdrawal	\$366.67
					Trace Number: 091408594211768					
					Originator: Compassionate He Compassion					
					ACH SEC Code: PPD					
S9	08/14/2015	08/14/2015			7530838	2561482	GJ	ZACHW	ACH Withdrawal	\$366.67
					Trace Number: 091408592026043					
					Originator: Compassionate He Compassion					
					ACH SEC Code: PPD					
S9	10/14/2015	10/14/2015			7550642	2565290				
					Trace Number: 091408592026043					

Page 32

7/11/20

Linda Feaser
687 Reservoir Rd
Southbury, CT 06488

Dear Linda Feaser

The Peer Review Committee of the Greenwich Dental Society met on June 24, 2020 to consider the *Request for Dental Peer Review* that you filed on December 3, 2018. This request was originally referred to the Peer Review Committee of the Greater Danbury Dental Society. However, the matter was later referred to our peer review committee in March of this year after the Danbury peer review committee indicated that another society would need to complete the review of this matter. Covid-19 has slowed this process down and I am sorry that it has taken this long to complete this process.

During our meeting on June 24th you were given an opportunity to explain your position on the matters that were raised in your *Request for Dental Peer Review*. Dr. George Landress was also given an opportunity to appear before our committee, but was not required to do so. While our committee is not a court of law, we do recognize the concept that an individual is innocent until proven guilty. Therefore, Dr. Landress was not required to present any defense. Instead, our committee can only rule against the respondent if we find sufficient evidence to prove that the quality of care or appropriateness of treatment did not satisfy the standards of our profession.

Our committee listened to the arguments you presented at our meeting, reviewed the written documentation from the case file and conduct a visual examination of your dentation. After carefully weighing the evidence available to our committee and we were unanimous in our belief that the treatment rendered was an acceptable approach and within the standard of care for the patient's needs at the time of service 8 years ago. Therefore, we do not believe that Dr. Landress is obligated to provide the patient with a full implant supported fixed bridge on the maxillary arch at his own expense. Instead, Dr. Landress response to the early failure of the maxillary arch by offering to provide a full upper denture replacement at no additional cost was found to be an acceptable alternative to the patient's situation at the time of failure. Therefore, we recommend the patient accept this alternate treatment plan of a full upper denture. Our council also finds that Dr. Landress should have explained the treatment plan with associated risks at the beginning of his treatment. Therefore, we recommend that he exercise more care in the future.

Please note that our recommendations are non-binding. However, if both parties are willing to accept our recommendations as the sole basis for the resolution of this dispute then our peer review committee will provide the parties with a release form that would resolve this dispute under those conditions. Simply contact me at my email address (dzadik@me.com) and we will provide both sides with the appropriate paperwork. However, if either party declines this offer or fails to respond within 30 days, then that will conclude our review of this case.

AT&T

11:01 AM

© 1

11-21-2019

+1 (203) 300-6649

7:48 A.M
Dr. Frank

Linda he offered to pay for
upper denture and surgery you
didn't accept peer review
thought it was definitely fair.
Don't know what else to do to
make you happy

I most certainly did accept per
review. I've been waiting
patiently.

I keep calling asking for peer
review, waiting patiently for a
year now.

You haven't done anything.

Talked to you several times and
as I just stated you want
implants and again as I told you



Exhibit 3.1

image-1.jpg (JPEG Image, 750 x 1334 pixels) — Scaled (58%)

<https://mail2.spectrum.net/index.php/mail/viewmessage/getatt...>

AT&T LTE

7:57 PM

+1 (203) 300-6649

get back with number

What reasonable amount you
looking for?

REMOVED BY OWNER OF THIS
MESSAGE. FORWARDING IS PROHIBITED.
REMOVED.

Linda it's Dr Frank. Yesterday I
talked with Pam CSDA , and Dr
Landress again and this
morning reviewed again all Dr
Landress's records all letters
from referrals x-rays etc we
are really trying to resolve your
case. I'm available all day
tomorrow for you to call me to
discuss so try and give me a
call. Thank you Dr Frank

11-28-2019
Text messages
from
Dr Ben Frank
Chair of the
Danbury Dental
Society Peer
Review Committee



Page 2 of 3

1 of 1

12/12/2020, 11:09 AM



888 West Queen Street
Southbury, CT 06488

860.583.0400
860.378.1257/fax
CSDA.com

December 5, 2018

Linda Feaser
687 Reservoir Road
Southbury, CT 06488

Re: Peer Review Case #18-066 Linda Feaser concerning Dr. George L. Landress

Dear Ms. Feaser,

Please accept this letter as our formal confirmation that the Connecticut State Dental Association has received your written *Request for Dental Peer Review*. Pursuant to our established procedures this request has been automatically forwarded to Dr. Ben Frank, Chair of the Danbury Dental Society Peer Review Committee. Dr. Frank or another representative from the local peer review committee will contact you in a few weeks after they have had an opportunity to review these materials and contact the other party named in the complaint to notify them of the existence of this complaint.

Thank you for your cooperation in this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Pamela Nixon'.

Pamela Nixon
Membership Concierge

Page 38

01/22/2024
Jeta's Dental LLC
1449 old Waterbury road unit 202
Southbury CT 06488
203-262-8051

To whom it may concern

Linda Feaser DOB 10/28/1953 had tooth # 29 broken to gum line. Tooth was unrestorable, Patient was in pain and patient was referred to see Dr.Hillgen the oral surgeon for extraction tooth # 29

Please call our office with any questions 203-262-8051

Sincerely,

Jeta Zedek DDS

Jeta Zedek DDS

Page 89

Page 40

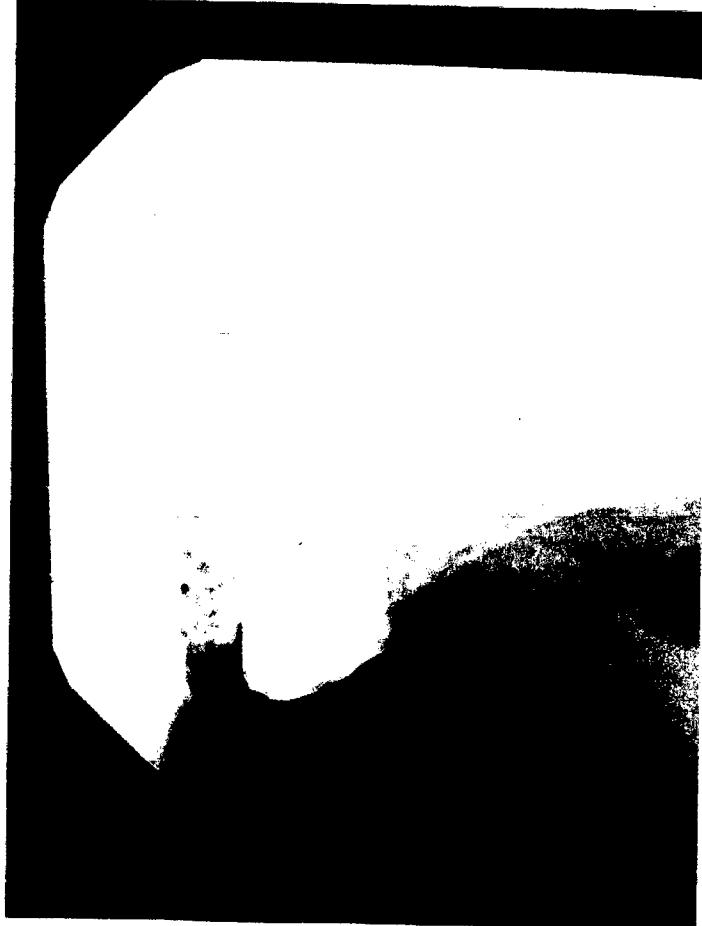
2/12/2024 X-Ray taken by Dr. Jeff Zude

Linda Frazier I have the digital ones

Looth #29 need re..

The X-Ray shows that the tooth was filed down and the root broken. Which I canal performed which I wasn't aware of until this day. 2/12/2024

Looth #29



Feaser, Linda

Page 1 of 2

Printed 2021/05/07 12:08PM

Printed from 'STA16-LAB' by 'Dentech'

Patient Name Feaser, Linda
Patient ID 0287670
Patient SS *****1931
Patient Gender <Not Specified>
Patient DOB/Age <Not Specified>

Perry S. Kest, DDS, LLC
250 Main Street South
Southbury, CT 06488



DSCN1975
Acquisition Date 2018/04/24 14:08
Teeth <No Associations>



DSCN1976
Acquisition Date 2018/04/24 14:08
Teeth <No Associations>



DSCN1977
Acquisition Date 2018/04/24 14:08
Teeth <No Associations>

Feaser, Linda

Page 2 of 2

Printed 2021/05/07 12:08PM

Printed from 'STA16-LAB' by 'Dental

Patient Name Feaser, Linda
Patient ID 0287670
Patient SS ****1931
Patient Gender <Not Specified>
Patient DOB/Age <Not Specified>

Perry S. Kest, DDS, LLC
250 Main Street South
Southbury, CT 06488



DSCN1978
Acquisition Date 2018/04/24 14:09
Teeth <No Associations>

Page 42

Jan 17, 2024

Dr. Jeta Zedek
1449 Old Waterbury Road
Suite 202
Southbury, CT 06488

Dear Jeta:

I would like to take the opportunity to thank you for referring Linda Feaser to our office. She was seen on Jan 15, 2024 and the following procedures were performed:

Surgical Removal of Residual Roots #29

Ms Feaser responded well, and will be seen again for normal post-operative care. Thanks again, Dr. Zedek, for the confidence you have shown in me.

Sincerely,

Dr. John J Hillgen, IV D.M.D., M.B.A.

Page 43

Letter by Vedere, Tarunya, MD on 11/2/2022

Last edited by Colan, Maria D. today at 2:13 PM



November 2, 2022

Patient: **Linda Feaser**
Date of Birth: **10/28/1953**
Date of Visit: **11/2/2022**

To Whom it May Concern:

Linda Feaser was seen in my clinic on 11/2/2022 at 1:20 pm. She is being evaluated in the endocrinology clinic for an adrenal nodule and resistant hypertension possibly caused by primary hyperaldosteronism.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Tarunya Vedere, MD

CC: No Recipients

Prepared/Electronically Signed by: Tarunya Vedere, MD, 11/02/22 2:09 PM

RE: Feaser, Linda -- MR#: T52069679

Page 1

UConn Health | 263 Farmington Avenue | Farmington, CT 06030 | 860-679-2000

<https://health.uconn.edu/>

Revision History

Revised by Colan, Maria D. today at 2:13 PM (current version)

Created by Vedere, Tarunya, MD today at 2:10 PM

Page 44

CHAPTER 69

ASSIGNMENT OF CASES FOR ARGUMENT

Sec.
69-1. Docket

Sec.
69-2. Cases Ready for Assignment
69-3. Time for Assignments; Order of Assignment

For previous Histories and Commentaries see the editions of the Practice Book corresponding to the years of the previous amendments.

Sec. 69-1. Docket

The appellate clerk shall periodically prepare a docket of all pending cases which are not on a current assignment list and which appear to be ready for assignment under Section 69-2 or have been ordered to be heard by the court. The appellate clerk shall post the docket on the Judicial Branch website. The electronic posting on the Judicial Branch website shall be official notice of the docket. Counsel of record who have received an exemption from the electronic filing requirements pursuant to Section 60-8 shall receive paper notice of the inclusion of the case on the docket.

(P.B. 1978-1997, Sec. 4100.) (Amended Sept. 16, 2015, to take effect Jan. 1, 2016; amended June 15, 2016, to take effect Sept. 30, 2016; amended Oct. 18, 2016, to take effect Nov. 30, 2016.)

Sec. 69-2. Cases Ready for Assignment

Cases will be considered ready for assignment when the briefs and appendices, if any, of all parties, including reply briefs, have been filed or the time for filing reply briefs has expired. Any case ready for assignment may be assigned pursuant to Section 69-3. After notice to counsel of record of a date and time to be heard, the chief justice, the chief judge, or a designee may order the assignment of any appeal, notwithstanding the fact that the case on appeal does not appear on the docket.

If an assigned case is settled or withdrawn for any reason, counsel for the appellant shall notify the appellate clerk immediately.

(P.B. 1978-1997, Sec. 4101.) (Amended July 23, 1998, to take effect Jan. 1, 1999; amended June 5, 2013, to take effect

July 1, 2013; amended Sept. 16, 2015, to take effect Jan. 1, 2016; amended June 15, 2016, to take effect Sept. 30, 2016; amended Oct. 18, 2016, to take effect Jan. 1, 2017.)

Sec. 69-3. Time for Assignments; Order of Assignment

Assignments of cases ordinarily will be made in the order in which the cases become ready for assignment pursuant to Section 69-2. Requests for variations from this order, stating the reason therefor, shall be made by filing an assignment form (JD-SC-37) in the time frame specified on the docket with certification pursuant to Section 62-7.

An attorney making such a request shall also indicate that a copy of the request has been delivered to each of his or her clients who are parties to the appeal.

Assignments for oral argument in the Supreme Court and Appellate Court shall take precedence over all other Judicial Branch assignments.

The appellate clerk will post the assignment of cases on the Judicial Branch website. The electronic posting on the Judicial Branch website shall be official notice of the assignment. Counsel of record who have received an exemption from the electronic filing requirements pursuant to Section 60-8 shall receive paper notice of the assignment of the case.

(P.B. 1978-1997, Sec. 4104.) (Amended Jan. 29, 2009, to take effect March 1, 2009; amended Sept. 16, 2015, to take effect Jan. 1, 2016; amended Sept. 16, 2015, to take effect Jan. 1, 2016; amended June 15, 2016, to take effect Sept. 30, 2016; amended Oct. 18, 2016, to take effect Nov. 30, 2016.)

Appendix F
Page 45

**ASSIGNMENT -
SUPREME/APPELLATE COURT**JD-SC-37 Rev. 2-23
P.B. §§ 60-8, 62-7, 69-3, 70-2

For information on ADA accommodations, contact the Centralized ADA Office at 860-706-5310 or go to: www.jud.ct.gov/ADA/

**STATE OF CONNECTICUT
SUPREME COURT
APPELLATE COURT
www.jud.ct.gov**

Note: A request to waive oral argument must be filed as "Correspondence to Court Regarding Waiver of Oral Argument" which is listed under the "Preliminary Paper/Appeal Document" section in Appellate E-filing.

Use this form to notify the Appellate Clerk's Office if:

1. You have appeals ready for assignment in the Appellate Court and the Supreme Court, or multiple ready cases pending in one court, or
2. You have a **compelling** reason(s) for not assigning a case during the next upcoming term of Court. Date(s) and reason(s) **MUST** be provided.

Appeal docket number(s)

AC 45998

Appeal caption(s)

LINDA J. FEASER v. GEORGE L. LANDRESS

Name of attorney or self-represented party who will argue appeal

JOHN JOWDY

Telephone number (with area code) of attorney or self-represented party

203-792-1677

E-mail address of attorney or self-represented party

JOHNJOWDY@JOWDYLAW.COMLaw firm (*if applicable*)**JOWDY & JOWDY**

Party/parties represented

GEORGE L. LANDRESS

List the date(s) and reason(s) that you are unavailable to argue this appeal during the **5TH TERM JAN-FEB 2024** term:

Date	A.M., P.M., or entire day	Reason(s) for unavailability*
02/01/2024	ENTIRE DAY	TRIAL; COLE v. TERHUNE; DBD-FA23-5019638-S
02/02/2024	ENTIRE DAY	ARBITRATION; FISCHER v. CARNESELLA; DBD-FA23-5019370-S
02/06/2024	A.M.	CASE DATE; ROKSVOLD v. ROKSVOLD; DBD-FA21-5017532-S

*Please note that Supreme and Appellate arguments take precedence over all other Judicial Branch assignments. See Practice Book Section 69-3.

If you have multiple appeals appearing on the Supreme and/or Appellate Court Docket, please list them below:

If you have appeals which should be heard together, please list them below:

Check to indicate a copy of this request has been mailed to each client who is a party to this appeal

I certify that a copy of the document(s) that I am filing has been delivered on **12/18/2023** to each other counsel of record and I have included their names, addresses, e-mail addresses and telephone and facsimile numbers; the document(s) have been redacted or do not contain any names or other personal identifying information that is prohibited from disclosure by rule, statute, court order or case law; and comply with all applicable rules of appellate procedure in accordance with Practice Book Section 62-7.

If you have an exemption from e-filing under Practice Book Section 60-8, attach a list with the name, address, e-mail address, telephone number, and facsimile number of each counsel of record and the address where the copy was delivered.

Signed (Counsel of record)



Date signed

12/18/2023

Names, addresses and numbers included on separate page

Page 46



State of Connecticut Judicial Branch Superior Court Case Look-up



DBD-FA23-5019638-S COLE III, DAVID R. v. TERHUNE, RACHEL E.

Prefix/Suffix: [none]

Case Type: F00

File Date: 06/15/2023

Return Date: 07/11/2023

Case Detail

[To receive an email when there is activity on this case, click here.](#)

Information Updated as of: 04/07/2024

Case Information

Case Type: F00 - Family - Dissolution of Marriage - C.G.S. Chapter 815j

Court Location: DANBURY JD

Financial Disputes: No

Parenting Disputes: No

RFTD Referral: No

RFTD Accepted: No

Last Action Date: 01/11/2024 (Last Action Date is a data entry date, not actual date)

Disposition Information

Disposition Date: 01/10/2024

Disposition: JUDGMENT OF UNCONTESTED DISSOLUTION

Judge or Magistrate: HON HEIDI WINSLOW

Party/Appearance/ IV-D Authorized Filer Information

Party	No Fee Party	Category
P-01 DAVID R. COLE III Attorney: JOWDY & JOWDY PC (100333) 67 WEST STREET DANBURY , CT 06810 Appearance For: Both (Family Superior Court & IV-D Child Support)	File Date: 07/11/2023	Plaintiff
D-01 RACHEL E. TERHUNE Attorney: VASILIKI P FILIPPAKOS (427180) 34 MILL PLAIN ROAD SUITE 2E DANBURY , CT 06811 Appearance For: Family Superior Court Only	File Date: 06/21/2023	Defendant
O-01 ELEANOR TERHUNE Non-Appearing		Witness



NOMATIC



View now

Wallingford, CT**Practice Area:** General Practice**Firm:** Jowdy John**Website:** [connecticutdefensefirm...](http://connecticutdefensefirm.com)**Phone:** (203) 792-1677

Profile updated: 4/28/13

[Submit profile update](#)**Rating:** 3.0 (1-5) based on 2 reviews.Lawyer John Jowdy has a **fair** overall rating on LawyerRatingz.com.**★ Rate this lawyer**

The following ratings and comments have not been substantiated by LawyerRatingz.com.

KEY**Date****Review**

9/25/23

Was Pompous, arrogant, unprofessional and rude. Asked me to send all my information before we met and when I went there he never even looked at it and never wanted to hear my story. Very judgmental and bashes other attorneys.



AA

 lawyerratingz.com

JOWDY JOWDY

A CONNECTICUT AND NEW YORK LAW PRACTICE

JAMES J. JOWDY, JR.

JOHN JOWDY

JEFFREY J. JOWDY*

*Also Admitted in New York

67 West Street, Danbury, Connecticut 06810

MAILING ADDRESS

67 West Street

Danbury, CT 06810

Tel: 203-792-1677

Fax: 203-778-8329

NY ADDRESS

105 Gleneida Avenue

Carmel, NY 10512

Tel: 845-278-8710

Fax: 203-778-8329

www.jowdylaw.com

February 21, 2022

via email blueheads@charter.net, and regular mail.

Linda J. Feaser
687 Reservoir Road
Southbury, CT 06488

Re: Linda Feaser v. Dr. George L. Landress, D.D.S.

Dear Ms. Feaser:

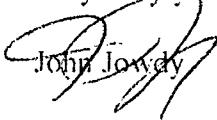
I hope this finds you well.

In reviewing your Response to Service of Request for Admission, it is our position that the responses do not comply with the requirements of the Practice Book. Each request should be answered with an admission or denial pursuant to Practice Book Section 13-22(a).

As set forth in Practice Book Section 13-22(b) we request a conference to discuss the insufficiency of the responses prior to judicial intervention. Can you please contact us within the next week to schedule a day and time to confer regarding this matter?

Secondly, pursuant to the court notice issued on February 17, 2022, we are required to file one email with email addresses and phone numbers for the status conference scheduled for March 15. Will you please supply this information to me so I can send the required email to the court?

Very truly yours,



Page 50

DOCKET # DBD- CV-21-5016764S

SUPERIOR COURT/SMALL CLAIMS

LINDA J. FEASER

JUDICIAL DISTRICT OF DANBURY

GEORGE LANDRESS

MAY 4, 2022

IN RESPONSE TO AFFIDAVIT RE-DISCOVERY

I offer the e-mail that the Defendants Attorney sent to me on April 3, 2022 which he omitted from his affidavit.

I didn't want to go into his office for him to reprimand me.

The only attempts made from Mr. Jowdy were to discuss the insufficiency of my responses.

It was never an attempt to resolve the matter. He stated that he was going to win and he didn't need to discuss it any further.

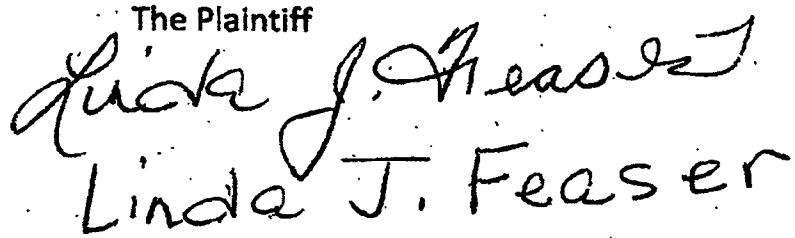
I have sent in my evidence concerning my payments totaling \$19730.00.

Also text messages from Dr. Ben Frank a member of the peer review where he is asking to know the amount for surgery and replacement of upper and bottom teeth.

EXHIBIT A ~ E-mail from John Jowdy .

EXHIBIT B ~ Text messages from Peer Review Dr.

The Plaintiff


Linda J. Feaser**FILED**

MAY - 5 2022

SUPERIOR COURT
JUDICIAL DISTRICT
OF DANBURY / G.A. 3

DOCKET # DBD-CV-21-5016764S

SUPERIOR COURT CLERK

LINDA J.FEASER

VS.

at JUDICIAL DISTRICT OF DANBURY

GEORGE LANDRESS

October 22, 2022

To whom it may concern:

Enclosed is a letter Dated: November 6, 2020

Which I sent to a Dr. Le

On several occasions I had been trying to file an appeal concerning the peer review that it was incomplete due to Covid. Also the fact that the bottom teeth were not even mentioned in the review.

This pertains to the witness that John Jowdy the defendant's attorney was going to bring forth. The peer review was incomplete due to covid.

Thank you,



Linda J. Feaser

FILED

OCT 24 2022

SUPERIOR COURT
JUDICIAL DISTRICT
OF DANBURY/G.A.3

Page 52

DOCKET # DBD-CV-21-5016764S

SUPERIOR COURT, SMALL CLAIMS

LINDA FEASER

JUDICIAL DISTRICT OF DANBURY

VS.

AT DANBURY

GEORGE L. LANDRESS, D.D.S., P.C.

FEBRUARY 19, 2021

AFFIDAVIT

I, GEORGE L. LANDRESS, being duly sworn, depose and say:

1. That I am over 18 years of age and believe in the obligation of an oath.
2. That I am the named Defendant on the above matter.
3. That there are a good a valid defenses to the allegations set forth in the Plaintiff's Complaint dated January 25, 2021.
4. That said defenses include but are not limited to the following:
 - a. The action is barred by the statute of limitations
 - b. There was no medical or dental negligence on the part of the Defendant as alleged by the Plaintiff
 - c. That the Plaintiff failed to file a certificate of good faith required by C.G.S. 52-190a.
 - d. That the Plaintiff's claims are barred by the doctrine of laches.
5. Furthermore, the Defendant will fill a counter claim in an amount greater that the limits allowed in small claims actions.

Appendix G
- 53 -