

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

ASPEN DENTAL MANAGEMENT, INC.,

Defendant.

COMPLAINT

RECEIVED

DEC - 9 2021

SUPERIOR COURT-CIVIL  
MICHAEL JOSEPH DONOVAN  
CLERK/MAGISTRATE

**INTRODUCTION**

1. Attorney General Maura Healey brings this action in the public interest under the Consumer Protection Act, G.L. c. 93A, § 4, in the name of the Commonwealth of Massachusetts against Aspen Dental Management, Inc. (“ADMI” or “the Company”).

2. ADMI has cheated thousands of Massachusetts consumers through a series of bait and switch dental advertising campaigns in a variety of media, including online advertisements that collectively appeared millions of times, lining its pockets with millions of dollars. The Company’s misconduct has stretched from the moments it lured consumers to Aspen Dental offices with false promises of free services to the times it sent consumers to collections over its bills for those purportedly “free” services. ADMI has preyed upon consumers in pain who called ADMI seeking emergency treatment, telling the consumers that their initial appointment would be free, only to then bill them when the consumers received examinations focused on their concerns. ADMI has also falsely advertised having “no hidden fees” while directing its scheduling center representatives to hide fees. ADMI specifically trained its staff that they were “NOT permitted to advise” potential patients of fees for problem-focused exams, which are

usually associated with emergency appointments. It has also victimized low-income consumers, enticing them to contact ADMI with the promises of working with “all insurance,” when it did not work with MassHealth, the Commonwealth health coverage program that includes Medicaid for low-income individuals.

3. ADMI’s misconduct has not only violated G.L. c. 93A (“Chapter 93A”); it has been in widespread violation of an Assurance of Discontinuance (“AOD”) that ADMI entered into with the Attorney General’s Office (“AGO”) in December 2014 and that was filed with this Court (Exhibit A). Every violation of the AOD constitutes a violation of Chapter 93A. And ADMI has violated Chapter 93A many other ways, too.

4. The AGO had notified ADMI earlier in 2014 that the AGO had discovered ADMI was misleading consumers through a series of deceptive advertisements. In order to avoid litigation and a potential judgment against it, ADMI agreed to give the AGO written “assurances” through the AOD, filed with this Court, pursuant to G.L. c. 93A, § 5, that it would stop those practices and engage in extensive corrective action. However, in contradiction of its assurances in the AOD and Chapter 93A, ADMI has continued after the AOD to engage in much of the very conduct it promised to stop, including its deceptive advertising.

5. Since the AOD, ADMI has run numerous advertisements on television, on the internet, and in print, that make misleading promises to prospective patients about the type of services and products offered and the cost of those services and products. Again and again, ADMI has advertised that dental services are “free,” that dentures start at “\$399,” and that Aspen Dental offices offer “emergency” dental care, to provide just a few examples. Those representations were all misleading because these offers were subject to material limitations that have not been clearly and conspicuously disclosed to consumers as required by Chapter 93A and ADMI’s promises in the AOD.

6. ADMI has violated the AOD and Chapter 93A by (a) deceptively advertising and marketing dental services and products in Massachusetts, (b) misrepresenting third party credit arrangements, (c) failing to comply with requirements related to charging for toothbrushes; (d) misrepresenting its refund policies and failing to provide refunds to patients for services that have not been rendered, and (e) other misconduct, including failing to make required payments to consumers. ADMI billed thousands of Massachusetts residents for hundreds of thousands of dollars of services it deceptively represented as free and unfairly withheld tens of thousands of dollars in refunds owed to hundreds of Massachusetts consumers.

7. ADMI has violated Chapter 93A in other ways, including by (a) other unfair and deceptive advertising practices, (b) participating in incentivizing and training Massachusetts Aspen Dental office personnel to engage in unfair and deceptive marketing, (c) participating in training Massachusetts Aspen Dental office personnel to engage in additional unfair practices, including unfairly charging Massachusetts consumers for services and treatments before they were performed, and (d) engaging in unfair and deceptive debt collection practices.

8. The AGO seeks to protect the public interest and hold ADMI accountable for its widespread deceptive advertising and misconduct. The Court should enjoin ADMI from engaging in its unlawful acts and practices, require that ADMI make full and complete restitution for consumers harmed as a result of ADMI's practices, require that ADMI disgorge its ill-gotten gains, and require that ADMI pay appropriate civil penalties, attorneys' fees, and costs.

### **JURISDICTION AND VENUE**

9. The Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 93A, § 4, G.L. c. 214, § 1, G.L. c. 93A, § 5, and Paragraph 61 of the AOD.

10. The Court has personal jurisdiction over ADMI pursuant to G.L. c. 223A, § 3, G.L. c. 93A, § 5, and Paragraph 61 of the AOD.

11. Venue in this court is proper under G.L. c. 93A, §§ 4-5, G.L. c. 214, § 5, G.L. c. 223, § 5 and Paragraph 61 of the AOD.

### **THE PARTIES**

12. The Plaintiff is the Commonwealth of Massachusetts (the “Commonwealth”), represented by Attorney General Maura Healey, who brings this action in the public interest pursuant to the authority granted under G.L. c. 93A, § 4 and G.L. c. 12, § 10.

13. Defendant ADMI is a Delaware corporation with its principal office at 281 Sanders Creek Parkway, East Syracuse, NY 13057. ADMI is registered with the Secretary of the Commonwealth as a foreign corporation doing business in Massachusetts without a Massachusetts office.

### **FACTUAL ALLEGATIONS**

#### **A. ADMI’s Business Model**

14. ADMI acts like a franchisor of dental offices under the name “Aspen Dental.” The Company enters into standard form contracts with professional corporations owned by dentists (the “PCs”). The central contract is a business services agreement under which ADMI agrees to provide a long list of services to the PCs relating to advertising, office space, equipment, supplies, budgeting, prostheses and laboratory services, file maintenance, contract negotiation, information systems and accounting, pricing, insurance, and financial services, including billing and collections. Upon information and belief, ADMI has at all relevant times provided these services in Massachusetts, including to the PCs. ADMI directed advertising at Massachusetts consumers with the intent to reach them, and its advertising did reach Massachusetts consumers. ADMI has also employed scheduling center representatives who communicated with Massachusetts consumers and made new patient appointments at Aspen Dental offices in Massachusetts (“Aspen Dental Offices”) after the AOD (“SCRs”). ADMI also

agrees to be jointly responsible for setting staffing levels and compensation and for recruiting staff. Upon information and belief, ADMI has at all relevant times provided such services in Massachusetts, including to the PCs. ADMI, thus, agrees to have responsibility, collectively, for nearly everything except the dental services themselves.

15. Although ADMI styles itself as a dental services organization, it is in actuality more of a franchisor, co-owner, or joint venturer with respect to individual practices. Under its various agreements with the practices, ADMI is not only reimbursed for its services and expenditures, as one might expect from a dental services organization, but is entitled to receive 45 – 50% of net revenue of each PC, as one might expect of a franchisor, co-owner or joint venturer. ADMI's financial statements as of December 2019 value these agreements at \$740 million. Like franchisees, the PCs license the "Aspen Dental" brand name, among other trade names and trademarks, from ADMI. ADMI's financial statements as of December 2019 value its trademarks at \$590 million (and its goodwill at \$1 billion). Like franchisees, when PCs have opened new Aspen Dental locations (or purchased Aspen Dental Offices from a certain other PC), the PCs have paid ADMI approximately \$200,000 –\$300,000.

16. Since the AOD, ADMI, including through its employees and agents, has had direct contact with Massachusetts consumers tens of thousands of times.

17. There are more than 25 Aspen Dental Offices. From the filing of the AOD in December 2014 to January 2019, these offices brought in over \$389 million in net patient revenue, from which ADMI derived over \$45 million in net income. ADMI provided services to these offices and received payments from them derived from services provided principally to Massachusetts consumers. Since January 2019, ADMI has continued to grow. In all, since signing the AOD, ADMI has expanded its presence from 28 states to more than 40 states with Aspen Dental locations.

## **B. The 2014 Assurance of Discontinuance**

18. From 2013 to 2014, the AGO investigated ADMI's advertising, sales, and financing of dental services in Massachusetts.

19. In 2014, the AGO provided ADMI written notice of its intent to sue for violations of G.L. c. 93A, § 2. After lengthy negotiations, ADMI agreed to enter into the AOD in order to avoid suit by the Commonwealth. In the AOD, filed with this Court on December 22, 2014 pursuant to G.L. c. 93A, § 5, ADMI agreed to pay consumers and the Commonwealth more than \$1 million, including restitution for charges for New Patient Exams and X-Rays.

20. In the AOD, ADMI gave the AGO express assurances that it would not engage in unfair or deceptive practices in six areas: advertising, patient deposits, refund policies, third party credit arrangements, charges for toothbrushes, and treatment plans. ADMI further agreed that "[t]he Superior Court has and shall retain jurisdiction over this Assurance."

21. As outlined in more detail below, ADMI has violated aspects of the AOD in almost all these areas, including advertising (AOD paragraphs 23 and 24), deposits (paragraphs 26 and 27), refund policies (paragraphs 29-31), third party credit arrangements (paragraph 36) and charges for toothbrushes (paragraph 40). ADMI even violated its obligations to pay restitution pursuant to paragraphs 44 and 45 for certain New Patient Exams and X-Rays.

## **C. Violations of the AOD and Chapter 93A**

### **1. ADMI Has Engaged in Widespread Deceptive Advertising and Marketing in Violation of the AOD and Chapter 93A.**

22. ADMI has violated the AOD and Chapter 93A through pervasive deceptive advertising and marketing.

23. ADMI has used widespread deceptive advertising for Aspen Dental Offices, running millions of deceptive advertisements online and thousands of deceptive advertisements on television since the AOD.

24. ADMI intended that these advertisements would reach Massachusetts consumers and that such consumers would be induced to seek dental services at the Aspen Dental Offices.

25. Since the AOD, at least into 2020, ADMI has consistently targeted its advertising and marketing to older adults with household incomes less than \$75,000 per year who live outside major cities. Over the same period, ADMI has targeted consumers who have not been to the dentist in at least two years.

26. ADMI's first interaction with many Massachusetts consumers has been deceptive, bait and switch advertising and marketing.

27. ADMI has engaged in several categories of deceptive advertising and marketing in violation of its assurances in the AOD and in violation of Chapter 93A that:

- a. "ADMI . . . shall not make any misrepresentations in any Advertisement. ADMI . . . shall Clearly and Conspicuously disclose any exceptions, reductions and/or limitations on a statement in any Advertisement;" (AOD paragraph 23) and
- b. "In any Advertisement, ADMI . . . shall not:
  - i. state or imply that any service at a Massachusetts Office is free unless (i) such service is provided without any charge to all patients who seek it without exception or limitation, or (ii) the Advertisement Clearly and Conspicuously discloses any exceptions, reductions and/or limitations on the offer, or
  - ii. state or imply that a set of dentures are available at a Massachusetts Office for a given price unless (i) a full set of such dentures are provided to all

patients who seek them at the advertised price, or (ii) the Advertisement Clearly and Conspicuously discloses any exceptions, reductions and/or limitations on the offer” (AOD paragraph 24).

28. ADMI’s deceptive advertising and marketing in violation of the AOD and Chapter 93A fall into the following principal areas: (a) “Free” Exam & X-Ray; (b) Dentures; (c) Price “Guarantees”; (d) “No Hidden Fees”; (e) “All” Insurance; (f) Emergency Services; (g) Cleanings; (h) “Clinic”; and (i) Third Party Credit Arrangements. Each area is discussed in more detail below.

29. ADMI’s advertising also violated Chapter 93A in other ways, including through failures to make required disclosures of the ownership of the advertised dental practices.

**a. “Free” Exam & X-Ray**

30. ADMI has violated the AOD and Chapter 93A through pervasive deceptive “free” exam and x-ray advertising and marketing.

31. The “free new patient exam & x-ray” claim has been a central part of ADMI’s marketing since prior to the AOD.

32. Yet, since before the AOD, this advertising campaign has been misleading. Aspen Dental Offices have not given all new Massachusetts patients a free exam and x-ray but, at most, the exam and x-ray were free for patients without dental insurance or with insurance from one particular insurer. Uncovering this deception was a key part of the AGO’s 2013 – 2014 investigation and resulted in the specific and explicit requirements in the AOD that ADMI only advertise services as “free” if the services are actually free to all or ADMI clearly and conspicuously discloses any limitations. But, rather than turn over a new leaf and move to a new advertising campaign, ADMI has doubled down on the misleading “Free New Patient Exam &



X-Ray” advertisements with, at best, unclear, inconspicuous, and/or extensive fine print that does nothing to cure the deceptive statements in the body of the advertisements.

33. Since the AOD, ADMI has falsely touted exams and x-rays at Aspen Dental Offices as “free” in advertisements and marketing disseminated in Massachusetts. Falsely advertising services as free is a predatory, deceptive practice and is specifically prohibited in the AOD. Through these false advertisements, ADMI violated central assurances it made to the AGO in the AOD hundreds of thousands of times. It has engaged in this deceptive practice in various media disseminated in Massachusetts, including online, on television, and in print.

34. Since the AOD, at least into 2021, ADMI has consistently advertised that Aspen Dental Offices offer free dental exams and x-rays to new patients without insurance even though it routinely charged such patients for these services.

35. First, ADMI billed thousands of uninsured, new patients who received a limited, “problem-focused” exam in Massachusetts since the AOD.

36. ADMI did so even though its advertising failed to clearly and conspicuously disclose (or disclose at all in many instances) that the “free” new patient exam offer was limited to uninsured patients receiving a *comprehensive* exam.

37. Second, ADMI has billed more than a thousand new patients without insurance for an exam and/or x-ray in Massachusetts since the AOD.

38. ADMI did so even though many of its advertisements did not clearly and conspicuously disclose (or did not disclose at all) that the “free” new patient exam offer was not available to those consumers.

39. ADMI has viewed the “free new patient exam and x-ray for those without insurance” message as important in targeting the groups of consumers it focuses on and views as price sensitive.

40. Since the AOD, ADAMI has run advertisements for Aspen Dental Offices with the “free” exam and x-ray offer that appeared online many hundreds of thousands of times in response to online searches on Google and Bing—a type of advertising referred to as “paid search.”

41. ADAMI has run paid search advertisements for Aspen Dental Offices offering a “free” exam and x-ray that appeared in online search results more than 1.5 million times from December 2014 to 2017 and over 900,000 times from 2017 to 2019.

42. These paid search advertisements did not disclose at all that the offer for a free new patient exam and x-ray excluded limited exams.

43. Since the AOD, ADAMI has also run “Free” New Patient Exam and X-ray paid search advertising for Aspen Dental Offices that did not even disclose a limitation to patients without insurance.

44. For example, ADAMI ran an online paid search advertisement in 2019 for the Aspen Dental Office in Quincy that stated, “Aspen Dental Quincy,” “Free New Patient Exam & X-Ray,” and “Free No Obligation Denture Consult Book Your Appointment Online Today.”

45. Since the AOD, ADAMI has also run paid search advertising for Aspen Dental Offices that did not clearly and conspicuously disclose that the offer was unavailable to those who had insurance.

46. As an example, an online search completed in Massachusetts in 2017 yielded search results including the following:

Local Dental Clinic - Free New Patient Exam & X-Ray  
Ad [www.aspendental.com/](http://www.aspendental.com/) ▾  
4.8 ★★★★★ rating for aspendental.com  
For New Patients Without Insurance. Book an Appt Online or Call Now.  
20% Off General Dentistry · Peace of Mind Promise · Online Appt Scheduling  
Find an Office Near Me · Dental Services · Pricing & Offers · Emergency Dental Care  
📍 45 Newport Ave, Quincy - (617) 858-5648 - Open today · 8:00 AM – 6:00 PM ▾

47. This advertisement is deceptive because it does not clearly and conspicuously disclose any limitations on the “Free New Patient Exam & X-Ray.” Here, the new patient without insurance limitation on its “Free New Patient Exam & X-Ray” offer is unclear, because the information relating to that restriction is separated from the offer with two lines of other information, and the advertisement does not modify the offer with a mark, asterisk, or notation to indicate a connection between the offer (“Free New Patient Exam & X-Ray”) and that information relating to the limitation (“For New Patients Without Insurance”). In addition, nowhere does this ADMI paid search advertisement even suggest that limited, problem-focused exams are excluded from the “free” exam offer.

48. Since the AOD, at least into 2021, ADMI’s website, [aspendental.com](http://aspendental.com), has consistently advertised a “Free Exam and X-Ray” for new patients without insurance.

49. As recently as May 2020, [aspendental.com](http://aspendental.com) had the following claim on webpages relating to Aspen Dental Offices that listed telephone numbers for consumers to call for appointments:



50. This advertisement is deceptive because it does not clearly and conspicuously disclose that the free “exam” did not include a limited, problem-focused exam.

51. As an example of ADMI’s deceptive “free” exam and x-ray advertising on television, ADMI ran an advertisement thousands of times in 2016 on television stations that reached Massachusetts that featured the professional racing driver Danica Patrick as the “Turbo Charged Tooth Fairy.” In the advertisement, she said, “Raise your hand if you haven’t been to the dentist in over a year. I’m comin’ to ya” with images of her appearing to use a bullhorn in a bar. While shown seated at a table with others, she continued, “Aspen Dental wants to make it as easy as possible to get to the dentist. They have something that will make the exam cheaper than that drink in your hand. Bam” and the visuals then included the image below:



The screen with that image contained no other text. There was no other disclosure or disclaimer with respect to the “FREE EXAM AND X-RAY” offer for more than five seconds after that image appeared.

52. Yet, since the AOD, including in the very timeframe that the Turbo Charged Tooth Fairy advertisement was running on television, ADMI charged thousands of Massachusetts patients for the supposedly “FREE EXAM AND X-RAY.”

53. Rather than “Clearly and Conspicuously” disclose limitations on the offer, as required by law and as ADMI promised in the AOD, ADMI buried details in a block of fine print on the screen more than five seconds after the deceptive claim, first below ten lines of larger fine print and then distracted from by video images of a car door slamming and part of a car pulling away. Moreover, nothing in the advertisement clearly and conspicuously disclosed that new, uninsured patients would be charged for a limited, problem-focused exam.

54. Even if it were read, the later-appearing fine print contained the statement, “patients must be 21 or older to receive free exam and X-rays, a minimum \$170 value. Minimum savings is based on a comprehensive exam and full X-ray series; the value of the savings will vary based on doctor recommendation,” suggesting to consumers that the offer, in fact, did include something other than comprehensive exam and full x-ray series. To the extent that the fine print was meant to limit the claim of free exams to comprehensive exams (rather than limited, problem-focused exams), the use of the fine print, set apart from the primary claim, was itself unfair and deceptive, in violation of 940 CMR 6.01(g), as it would have imparted a meaning that would have materially altered the meaning of the original claim.

55. As an example of online video advertisements, ADMI ran an advertisement on YouTube as recently as 2019 that contained the voice-over “At Aspen Dental we’re all about yes to free exam and x-rays to new patients without insurance” with the following image:



It was followed by an individual stating “The doctor comes in and then he’s, like, ‘you are in pain - we’re going to get you taken care of.’” Nowhere does this advertisement clearly and conspicuously disclose any limitation on this offer of a “FREE EXAM” to a comprehensive exam. To the contrary, after this portion of the advertisement and more than three seconds after the image shown above, the screen contained the following fine print below a telephone number.

For new patients that do not have dental insurance. 21+. Minimum \$170 value. Cannot be combined with other offers or dental discount plans. Procedure code 150. Offer expires 12/31/19. Copyright 2019 Aspen Dental Management Inc. Aspen Dental branded dental practices are independently owned and operated by licensed dentists.

Nothing in this fine print clearly disclosed to consumers that a patient might be charged for their initial exam if they had a limited, problem-focused exam (due to pain or otherwise). Even if the language in the fine print could be read to convey to a reasonable consumer a limitation of the “free exam” claim to some particular type of exam, the use of these statements, set apart from the primary claim, would itself be unfair and deceptive, in violation of 940 CMR 6.01(g), as they would impart a meaning that would materially alter the meaning of the original claim.

56. Since the AOD, ADMI has also run deceptive free exam and x-ray advertisements for Aspen Dental Offices in print, including in newspapers and telephone directories. Attached as Exhibit B hereto is a true and correct copy of a document containing an advertisement that ADMI ran in a telephone directory distributed in Massachusetts in 2019 that was marked as Pruessing Ex. 21.

57. Since the AOD, ADMI has repeatedly billed consumers without insurance for exams and/or x-rays when they were new patients at Aspen Dental Offices, including when they received limited, problem-focused exams. ADMI has billed new patients at Aspen Dental Offices for exams and/or x-rays more than 2,000 times since the AOD to the tune of hundreds of thousands of dollars.

58. ADMI’s conduct rendered the “free exam and x-ray” advertising ADMI has widely disseminated in Massachusetts false and deceptive.

59. In addition to violating the AOD, ADMI’s free exam and x-ray advertisements also violate G.L. c. 112, § 52A(4), which specifically prohibits advertisements that “refer[] to a fee or fees for dental services and fail to disclose that additional fees may be involved in individual cases, if the possibility of incurring such additional fees may be reasonably foreseen.”

60. ADMI has been on heightened notice from Massachusetts Consumer Complaints (“Consumer Complaints”) since the AOD of the harm its conduct has caused Massachusetts consumers.

61. Since the AOD, ADMI has entered into its tracking and monitoring system more than 100 Consumer Complaints, starting in or about December 2014 (within days of the AOD) and continuing into 2020, that it categorized as relating to “Billing – Free NPA” (for new patient appointment) at Aspen Dental Offices.

62. As one example, ADMI’s internal records reflect a consumer complaining to the Better Business Bureau in Spring 2015 that he had gone to an Aspen Dental Office that day because of tooth pain and that his spouse had been told while making the appointment that the consultation and x-ray would be free as he was a new patient (with the consumer noting that “[t]his offer is publicly advertised”). The consumer reported that while the dentist offered him a choice between an exam of the painful tooth or all his teeth, the dentist “did NOT at any time inform” the consumer that his choice of a limited exam would result in a charge, noting that this is where the consumer believed “the bait and switch happened in a very subtle way (as it usually does).” The consumer, who had no insurance, was charged for the limited exam.

63. As another example, a consumer wrote to ADMI in Spring 2015 that she would not be paying the Aspen Dental bill, which was for a comprehensive exam and x-ray for a new uninsured patient at an Aspen Dental Office. The patient explained that she “went to aspen dental because they said that new patients received free x-rays and exam,” and “was not told at any point during my time at aspen dental that I would be charged for any of my visit.” The patient even checked the coupon on the website after receiving the bill and did not find “anything that would lead [her] to believe that [she] should be billed for [her] visit.” This consumer, who did not have insurance, was still charged \$243 for the visit.



64. As a further example, ADMI's internal records summarize a written complaint in 2018 from a consumer who had been charged for an exam at an Aspen Dental Office as including the following: "[t]hey assured me the first visit would be free[;] [y]ou people should be sued for false advertising . . ."

65. As an additional example, ADMI's internal records reflect that a consumer without insurance who had been charged for a comprehensive exam at an Aspen Dental Office stated in a written communication to ADMI in 2019, "Aspen Dental, Are you serious?!-- Sending me a bill that is entirely free--all your ads say that!--On your window as well!! Please do not send any more bills to me--I will contact district attorney Andrea Harrington! False advertising."

**b. Dentures**

**i. Price**

66. ADMI has run misleading advertisements that stated and/or implied that a set of dentures was available at Aspen Dental Offices for a given price when (a) a full set of dentures was not provided to all patients who sought them at the advertised price and (b) ADMI's advertisements and marketing materials did not clearly and conspicuously disclose all exceptions, reductions, and/or limitations on the offer, in specific violation of the AOD and in violation of 940 CMR 3.13(2) and Chapter 93A.

67. For example, ADMI ran paid search advertisements for Aspen Dental Offices in 2017 that contained the statements "Low Cost Dentures" and "Full Dentures Starting at \$399. Call or Schedule Your Appt Online" without disclosing that the price was only for one arch or only for replacement dentures.

68. As recently as September 1, 2020, aspendental.com had the following claims on webpages relating to an Aspen Dental Office that listed telephone numbers for consumers to call for an appointment, without disclosing that the offer was limited to replacement dentures:




and

see all pricing & offers

## choice is a beautiful thing.

Check out our complete line of full dentures. With so many styles of dentures to choose from, the Dedham, MA staff will help you find a solution that fits your budget and keeps you smiling.



**NATURALYTES®**  
LIMITED TIME OFFER\*  
Starting at: ~~\$1775~~  
**\$1420**

**COMFLYTES®**  
LIMITED TIME OFFER\*  
Starting at: ~~\$1064~~  
**\$1572**

**BASIC FULL**  
LIMITED TIME OFFER\*  
Starting at: ~~\$1027~~  
**\$399**

see full line of dentures

69. Because of the price consciousness of both main groups of consumers that ADMI has targeted, ADMI has viewed its price advertising of dentures as important to attracting those consumers.

70. Upon information and belief, since the AOD, Aspen Dental Offices have not offered a full set or even one arch of new (not replacement) dentures for less than \$700.

### ii. Money Back Guarantee

71. Since the AOD, including into 2021, ADMI has also consistently advertised and marketed the availability of a money back guarantee for dentures obtained from Aspen Dental Offices without adequately disclosing limitations, including that the patient could not get a refund unless she allowed the ADMI dentist to try to repair or remake the dentures first, in violation of the AOD and in violation of Chapter 93A.

72. ADMI has done so in multiple media, including online and on the telephone.

73. As recently as May 2020, aspendental.com had the following offer on webpages relating to Aspen Dental Offices that listed Massachusetts telephone numbers for consumers to call for an appointment:



74. Some of ADMI's advertising of a denture money back guarantee relating to Aspen Dental Offices disclosed no limitations on that guarantee at all.

75. ADMI ran paid search advertisements for Aspen Dental Offices that contained a denture money back guarantee claim without any limitations that appeared in online search results more than 100,000 times from December 2014 to 2017 and over 30,000 times from 2017 to 2019.

76. One form of these advertisements, which ADMI ran in 2018, contained the statements "Denture Money Back Guarantee," "Aspen Dental," and "Get Up To 30% Off ComfiLytes Dentures and 20% Off All Other Dentures" without any disclosures of limitations or conditions on the guarantee (or any disclosure of the guarantee's guarantor).

77. Similarly, ADMI provided training materials for its employee scheduling center representatives who made new patient appointments for Aspen Dental Offices since the AOD, entitled “One-Liners” (“One-Liners”) that contained introductory comments that began:

Greetings!

This handy tool is full of one-liners. We gathered them by listening to lots of calls and working together to create a tool with some of our favorites.

Most are short, sweet and to the point.  
We think you’ll like them.

If you are pretty new to the job, they will help you respond to some of the most common questions. If you are not so new, they will help freshen your words and give you new language to try out.

No surprises, no big changes. . . .

Attached as Exhibit C hereto is a true and correct copy of a version of such materials, which ADMI produced in 2016 with Bates Numbers beginning CID0000008155.

78. An iteration of ADMI’s One-Liners for its SCRs, under the heading “Dentures” contained the statements:

- a. “The office team will do everything it can to make sure you’re totally satisfied with your dentures. As a matter of fact, we guarantee it with our Denture Money Back Guarantee”;
- b. “We’re so sure you’ll be happy with your dentures that we offer a Denture Money Back Guarantee.”

79. The recorded messages ADMI played for consumers on hold with ADMI’s SCRs while trying to make appointments at Aspen Dental Offices touted “our exclusive denture money back guarantee.”

80. ADMI also failed to clearly reveal the guarantor for these guarantees made in its advertisements and marketing, in direct violation of 940 CMR 3.03(1)(c) and Chapter 93A.

81. The denture money back guarantee advertising and marketing deceptively left the guarantor ambiguous and/or suggested that the guarantor was “Aspen Dental” when, upon information and belief, the individual dental practices were the guarantors.

82. Despite these denture money-back guarantees, ADMI has agreed with and acquiesced in Aspen Dental Offices refusing to refund dentures where patients have declined to have the denture remade first.

83. Thus, the advertising failed to disclose conditions and limitations on the guarantee for the full purchase price to be refunded promptly at the option of the buyer, in violation of the AOD, 940 CMR 3.03(1)(a)(4), (1)(b), and (3), and Chapter 93A.

84. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

85. For example, in 2017 ADMI told a Massachusetts consumer that no refund would be provided for services rendered. The consumer, who was over 85 years old, had sought a refund for dentures he purchased from Aspen Dental in 2016 only to be told by the Aspen Dental Office that he would have to return to the office to discuss the dentures and have the dentures remade before a refund would be considered. When the patient refused to return again because the dentures had previously been adjusted without resolving the issue, ADMI told the consumer that no refund would be offered. He did not receive his money back until after the AGO contacted ADMI about his situation.

86. As another similar example, ADMI’s internal records describe a patient, who had gone to an Aspen Dental Office, complaining in 2018 that the “‘money back guarantee,’ is a

complete lie!!!! . . . . I paid close to 5000.00 for dental work & made every attempt to get a partial refund. They made every attempt to keep my money & not address my issue.”

87. As an example related to denture price advertising, ADMI’s internal records summarized a consumer’s complaint in 2015 about an Aspen Dental Office to include that she felt “duped that Aspen advertises dentures for ‘\$399 and up’ and her bill turned into \$2200+ before anything even got started.”

88. As another example, ADMI’s internal records summarized a consumer complaining in 2016 about an Aspen Dental Office stating, “[i]f someone does not know about dentures u said 399 and then they say oh it['] s 600 more [;] that ad on TV is false advertising.”

89. As a further example, ADMI’s internal records describe a consumer complaining in 2017 about an Aspen Dental Office, stating that “he was told the exam and xrays would be no cost and denture cost is 399.00” and that “he also saw the commercial but when he went to the office [it] tried to charge him 1000.”

90. As an additional example, ADMI’s internal records describe a consumer complaining in 2019 about an Aspen Dental Office with a “[c]omment” that the consumer “was so dissappointed [*sic*] to get a quote that in no way represented your advertised pricing . . . Dentures advertised at \$300 Quoted at \$1400” and summarized the consumer’s comment as stating as follows:

Simply put the advertising is very misleading[.] Cost is way way beyond advertisements and I think corporate offices should be ashamed for what they do[.] The people in the office were pleasant but they are put in the position of giving people a ridiculous cost estimate[.] A smile is a nice thing but not at the cost of a second mortgage[.] Shame on aspen for taking advantage of people and insurance companies[.] Sorry this veteran says no way to that crime.

**c. Price “Guarantees”**

91. In violation of the AOD and Chapter 93A, ADMI has disseminated advertising and marketing, after the AOD, for Aspen Dental Offices touting the availability of a “GUARANTEED PRICE QUOTE” or a “PRICE GUARANTEE.”

92. This advertising misrepresented the guarantee, in violation of the AOD and in violation of Chapter 93A, because despite this guarantee, ADMI has billed patients more than the price they were guaranteed would be their maximum responsibility in their treatment plan.

93. For example, ADMI billed a consumer for amounts not paid by insurance for services in 2015, when the consumer had been given a “PRICE GUARANTEE/INSURANCE ESTIMATE GUARANTEE.” Under the Guarantee, the consumer was not responsible for amounts estimated to be paid by the insurer but not actually paid (subject to limitations that were not applicable). Despite the guarantee, ADMI even sent the consumer to collections over these amounts.

94. ADMI also failed to clearly reveal the guarantor for these guarantees made in its advertisements and marketing, in direct violation of 940 CMR 3.03(1)(c) and Chapter 93A.

95. The price guarantee advertising and marketing deceptively left the guarantor ambiguous and/or suggested that the guarantor was “Aspen Dental” when, upon information and belief, the individual dental practices were the guarantors.

96. For example, ADMI ran paid search advertisements for Aspen Dental Offices in 2017 that contained the statement “Treatment Plan Price Guarantee” without disclosing any limitations on that guarantee or disclosing the guarantor for the guarantee.

97. ADMI has been on heightened notice from Consumer Complaints since the AOD, including in the first half of 2015 soon after the filing of the AOD, of the harm its conduct has caused Massachusetts consumers.



98. As an example, a Massachusetts consumer complained starting in 2016 about ADMI pursuing amounts that were beyond what she was told by the Aspen Dental Office was the limit of her exposure—a limit also guaranteed in writing.

d. **“No Hidden Fees”**

99. In violation of the AOD and in violation of Chapter 93A, ADMI has deceptively advertised consistently since the AOD, including into 2021, that Aspen Dental Offices had “no hidden fees,” even though ADMI hid fees, including for limited, problem-focused exams for new, uninsured patients. Indeed, ADMI has billed thousands of consumers fees for exams as uninsured, new patients at Aspen Dental Offices since the AOD.

100. ADMI ran paid search advertisements for Aspen Dental Offices that contained the “no hidden fees” claim that appeared in online search results more than 100,000 times from December 2014 to 2017 and over 600,000 times from 2017 to 2019.

101. For example, ADMI ran in 2017 paid search advertisements for Aspen Dental Offices that stated, “Local Dental Care,” “Schedule An Online Appointment,” and “No Hidden Fees or Inflated Pricing. Book your Appointment Online or Call Now.”

102. ADMI ran a print advertisement for Aspen Dental Offices with the following claim in a 2019 Massachusetts telephone directory (Exhibit B):

**no surprises, no hidden fees**

103. Yet, ADMI’s training materials for its SCRs directed that “Scheduling Center Agents are NOT permitted to advise a new patient they will be assessed a Problem Focus Fee, even at the direction of the local office,” having noted that “The Problem Focus Fee is typically associated with an Emergency Patient appointment.”

104. ADMI’s SCRs have acted consistent with that training in relation to setting appointments for Aspen Dental Offices since the AOD and have failed to disclose the possibility

of the problem focus fee being applied to what they represented would be a free exam, appointment, or visit for patients seeking emergency treatment.

105. ADMI knew it was hiding from consumers that they could be subject to problem focus fees, yet it falsely advertised that Aspen Dental Offices had “no hidden fees.”

106. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

107. For example, a Massachusetts consumer complained in January 2016 to ADMI. The consumer told ADMI that when she learned from the Aspen Dental Office receptionist that it did not take MassHealth, the consumer indicated that she could not be seen but the receptionist “assured [the consumer] that her first exams and xrays [we]re free!” The consumer went on to say, however, that she had received a bill for “a visit [she] was told would be free.” The consumer continued “A company who prides themselves in ‘No risks, no hidden fees’” (and that[?]s a direct quote from your website) should not be engaging themselves in such a manner. Especially one that specifically advertises a deal to be false.”

e. **“All” Insurance**

108. ADMI deceptively advertised consistently since the AOD, including in 2020, that Aspen Dental Offices worked with “all” insurance, in violation of the AOD and in violation of Chapter 93A.

109. In fact, Aspen Dental Offices have not worked with MassHealth, the state-sponsored medical and dental coverage for low-income Massachusetts residents.

110. This deception was especially pernicious because it worked to bait low-income Massachusetts residents who depend on MassHealth to cover the cost of dental services to seek out care at Aspen Dental offices, where they would be forced to pay cash, or take out high-interest loans to cover the cost of any treatment.

111. ADMI's internal documents reflect an understanding that Medicaid programs, such as MassHealth, are viewed as insurance. For example, an iteration of ADMI's One-Liners training materials contained under the heading "Insurance" the statements: "Aspen Dental works with all insurances except for any state or federally funded programs which include Medicaid and Medicare" and "We work with most insurance. The only ones we don't work with are those funded by the state or federal government which include Medicare or Medicaid."

112. Despite knowing that Aspen Dental offices did not accept Medicaid, ADMI continued to advertise publicly to prospective patients that they accepted "all" insurance without disclosing that they did not accept Medicaid.

113. For example, ADMI ran paid search advertisements for Aspen Dental Offices that contained an "all" insurance claim that appeared in online search results more than 500,000 times from December 2014 to 2017 and over 1.5 million times from 2017 to 2019.

114. As a specific instance, ADMI ran an online paid search advertisement in 2018 for the Aspen Dental Office in Brockton that stated, "Emergency Dental Brockton," "We Work With All Insurance," and "Exclusive Offers for New Patients. Book an Appt Online or Call Now."

115. ADMI also made this claim in an advertisement for Aspen Dental Offices that it ran in a 2019 Massachusetts telephone directory (Exhibit B) directed to Massachusetts consumers:

**we work with all insurances**

116. When MassHealth members called ADMI, ADMI's deception generally changed key.

117. ADMI trained its SCRs to respond to patients with MassHealth by referring to a free new patient visit.

118. An iteration of ADMI's "One-Liners" training materials for its SCRs, under the heading "Medicare and Medicaid" contained the statement "The best news is, if you are over 21 and have never been to Aspen Dental, I can waive the fee (check facility reference for exceptions) so you can come in for the first visit to see the dentist and we can talk about the best treatment for you."

119. ADMI's SCRs have acted consistent with that training in relation to setting appointments for Aspen Dental Offices since the AOD, telling people with MassHealth that their first visit would be free.

120. An ADMI SCR deceptively told consumers calling in 2017 and 2018 in relation to Aspen Dental Offices who asked if Aspen Dental accepted MassHealth, "For those that are over age 21, recipients of Medicaid, Medicare or MassHealth, we would offer you an appointment at no charge" or words to the same effect.

121. ADMI SCRs also deceptively suggested that MassHealth members could not find or would have difficulty finding a dentist who did take MassHealth.

122. For example, an ADMI SCR told a MassHealth member in 2018, with reference to MassHealth, "there's no dentist that take [*sic*] that."

123. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

124. As an example, ADMI's internal records describe a complaint in 2019 relating to an Aspen Dental Office as follows:

Patient came in for NPA [new patient appointment]. She was told the appt would be free because she has MassHealth, is over 21 and has never been here before. Instead she was charged \$108. She is upset about this and states she can not afford this.

**f. Emergency Services**

125. In violation of the AOD and in violation of Chapter 93A, ADMI has deceptively advertised consistently since the AOD, including into 2021, that it offered emergency dental services and/or emergency dentists when, in truth, it has not scheduled new patients for emergency services and “emergency dentist” has not been a recognized specialty.

126. ADMI’s internal documents show that for one of two groups of customers it targeted (patients who have not been to the dentist in two years), one of the biggest triggers of these consumers going to the dentist is an emergency dental need. ADMI also believed that the ability to get treated quickly is an important factor in these consumers’ decisions regarding where to seek care when they have such a need.

127. ADMI has exploited those needs using predatory, deceptive tactics.

128. For example in 2015 to 2017, ADMI purchased paid search advertising for Aspen Dental Offices for keywords that included “dental emergency,” “emergency dentistry,” “emergency tooth removal,” “emergency tooth extraction,” “severe tooth pain,” “throbbing tooth pain,” “broken tooth,” and “cracked tooth.”

129. ADMI ran paid search advertisements for Aspen Dental Offices that contained language related to emergency dental services that appeared in online search results more than 120,000 times from December 2014 to 2017 and over 190,000 times from 2017 to 2019.

130. For example, the results to an online search completed in Massachusetts in June 2017 for “emergency dental care” included the following:



Local Emergency Dentist - We Work With All Insurance  
www.aspendental.com/Emergency/Dentist  
4.8 ★★★★★ rating for aspendental.com  
For those Without Insurance Aspen Dental Offers a Free New Patient Exam & X-Ray.  
Emergency Dental Care · Peace of Mind Promise · Online Appt Scheduling  
Dental Services · Find an Office Near Me · Pricing & Offers · Schedule an Appointment  
45 Newport Ave, Quincy - (617) 858-5648 - Open today · 8:00 AM – 6:00 PM

131. In addition, among the other results from the same search was the following:



Emergency Dentist | Emergency Dental Services | Aspen Dental  
<https://www.aspendental.com/dental-services/emergency-dental-care> ▼  
Get the attention you need from an emergency dentist for emergency dental services here today.  
Aspen Dental has your oral health in mind.

132. But, while ADMI lured in consumers seeking emergency dental care, ADMI did not and would not schedule new patients for emergency dental care. Instead, even when patients specifically sought out emergency dental care, ADMI would schedule them for a standard new patient visit in hopes that a full exam and x-ray would lead to an extensive and expensive treatment plan, rather than simply treating the (maybe limited) problem that led the patient to seek emergency care.

133. ADMI trained its SCRs to deceptively describe the first appointment for patients with pain. For example, ADMI's trained its SCRs to say:

- a) "I hear that you are looking to have your tooth extracted today. The best thing is for you to come in and see the dentist and then the dentist will let you know how we can help you";
- b) "I'm so sorry that you are in (pain, bleeding, swelling). The best thing is for you to come in and see the doctor. The doctor will talk to you about the best course of action to help you and get you the care you need";
- c) "I'm so sorry to hear that you're in pain. We'll get you in right away. Then the doctor will examine your mouth to decide the best treatment to get you out of pain"; and
- d) "I'm so sorry that you are in (pain, etc.). The best thing is for you to come in and see the doctor. The doctor will talk to you about the best course of action to help you and get you the care you need."

134. These statements were deceptive because they suggested that Aspen Dental dentists would treat patients with urgent or emergent dental needs in their initial visits when they might not. Instead, all new patients (even those in pain) were scheduled for an exam and x-ray and often only received treatment, beyond the writing of prescriptions, for their emergency dental condition at a second visit, potentially days or even weeks later.

135. ADMI also violated Chapter 93A by using deceptive statements in advertisements relating to Aspen Dental Offices concerning the availability of specialty services to make the public believe that specialty care was rendered in a dental office by a qualified specialist when such was not the case (for example, advertising emergency dentists when there was no such specialty), in violation of G.L. c. 112, § 52A(7).

136. ADMI ran paid search advertisements for Aspen Dental Offices that contained the phrase “emergency dentist” that appeared in online search results more than 25,000 times from December 2014 to 2017 and over 50,000 times from 2017 to 2019.

137. For example, in 2018 ADMI ran online paid search advertisements for Aspen Dental Offices that stated, “Got Tooth Pain,” “Emergency Dentists Near You,” and “We Work With All Insurance Providers. Book An Online Appointment Or Call Now.”

138. Other of ADMI’s training materials directed its SCRs to tout to consumers seeking same day procedures, including emergency treatment, ADMI’s free new patient appointment offer for patients without insurance. Attached as Exhibit D hereto is a true and correct copy of ADMI’s training materials that is marked as D’Anna Ex. 1.

139. ADMI’s SCRs have acted consistent with that training in relation to setting appointments for Aspen Dental Offices since the AOD.

140. Such representations were deceptive bait and switch tactics because emergency treatment was not part of ADMI’s free new patient appointment offer. Actual emergency

treatment, beyond the writing of prescriptions, was often not provided at the first appointment and was not free.

141. Indeed, ADMI directed its SCRs not to schedule consumers for emergency treatment or even specifically for a limited, problem-focused exam.

142. If consumers had received emergency treatment, such as an emergency extraction, their appointment would not, in fact, have been free.

143. Moreover, ADMI training materials stated,

**Problem Focus Fee**

The **Problem Focus Fee** is typically associated with an **Emergency Patient** appointment.

**Scheduling Center Agents are NOT permitted to advise a new patient they will be assessed a Problem Focus Fee, even at the direction of the local office.**

If an office is going to charge an emergency patient the Problem Focus Fee, please notify your Manager and/or Team Leader and continue scheduling the new patient appointment as normal.

144. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

145. As an example, ADMI's internal records reflect a complaint in 2018 relating to an Aspen Dental Office that describes the consumer having called in advance to inquire about a simple extraction because Aspen Dental "advertise[d] Emergency Dental services." After the consumer arrived for her appointment, the receptionist told the consumer that the office was able to perform the service, even though it was not, in fact, able to do so. The consumer reported, "[t]he Dentist did not do ANYTHING because in her own words she[]"s not skilled enough to perform an extraction plus she was covering for the other dentist who [i]s normally there." The consumer paid "\$121.00 for absolutely nothing at all but a prescription for penicillin



and an x[-]ray which [she] didn[']t need or ask for.” ADMI’s records show the consumer was billed for a limited, problem-focused exam.

146. ADMI also received a complaint in 2015 from the parent of a patient at an Aspen Dental Office stating that the child went to the office “in extreme pain” and was provided “pain meds and scheduled over a week away,” but the child had to go to the ER because it was “so bad.”

147. As another similar example, ADMI’s internal records reflect its receipt of a complaint in 2015 from a parent of a patient at an Aspen Dental Office describing the parent having taken the child “in for an emergency apt because she broke her tooth” and Aspen “didn[']t fix it” but “instead she felt her Daughter was given a hard sell.”

148. As a further example of a complaint relating to patients in pain, ADMI’s internal records summarize a complaint from 2016 from a patient at an Aspen Dental Office as follows:

I went in with intense pain in my teeth on the left side. Checkup was done. I was told that I needed a few things done, 1st was to get a deep cleaning. Tuesday I had my left side upper/lower cleaned. Today is now Saturday and I have MORE pain then what I started with!! My experience with ASPEN so far is terrible!!!

149. As another example, ADMI’s internal records reflect a complaint about an Aspen Dental Office in 2018 described as follows:

Biggest scam artists on the market. I went in today with a horrible toothache/ broken tooth. After about 30 minutes of X-rays (literally 30 minutes) i thought it was time to see the dentist. Instead, they sent in the hygienist who proceeded to tell me my teeth were stained and that if I wasn’t careful I would have gum disease. I take very good care of my teeth. Then she told me I needed three different products and 3 appointments to get my teeth clean. Then the dentist came in and told me they couldn’t help me today after an hour and a half of tests and different people visiting me. I was then told to go wait in the waiting room for the manager to come talk to me about a “plan” for my teeth. I literally walked out in tears. I left my insurance card which [t]hey never gave back to me and walked out. Never, ever go there! Ever!

150. As an additional example, ADMI's internal records reflect a complaint about an Aspen Dental Office in 2019, which appears to have been a Facebook post, described as follows:

I had my free visit yesterday. I scheduled my appt because i was in severe pain all weekend. After xrays and a consultation with a dental asst ...the dentist and a financial rep....who proceeded to hand me an estimate for \$7400 worth of dental work! Geez...i supposed [*sic*] i can gum my food!! No relief here!

151. As a further example, ADMI's internal records reflect a complaint about an Aspen Dental Office in 2019 described as follows:

patient says he went in for first visit- he was in major pain and when he left was only given RX for ibuprofen -per patient says he already takes that (same Dosage) and its [*sic*] not working. Patient is very upset says that nothing was done to help him.

152. As yet one more example, ADMI's internal records reflect a complaint about an Aspen Dental Office in 2019 described in part as follows:

Made an appointment almost 2 weeks out and stressed with her on the phone I needed a tooth pulled. I arrived early and was subjected to a whole head scan, then an entire set of xrays, then a hygienist exam of my gums and then finally the dentist. Yes that tooth needs to be pulled we will schedule that. What!!! What part of it screams in pain did you miss? I have been here for 90 minutes while they "worked me up" and padded the bill for the insurance company. The dentist says if you can wait I can do it. OK. 10 minutes later the office manger [*sic*] comes in and goes oh no. We have to schedule another appointment, (my guess to get another office visit charge with insurance). I can't just schedule an appointment I am working 12 hour days. I walked out 100% frustrated and disgusted with Aspen Dental. I am so glad your commercials show a person in pain being "treated today so you don't leave in pain."

**g. Cleanings**

153. In violation of the AOD and Chapter 93A, ADMI has also deceptively marketed to Massachusetts consumers by telephone relating to teeth cleanings, including suggesting that Aspen Dental might offer a free cleaning on the date of an initial visit, even though new patients were not scheduled for cleanings in their initial visit even when they specifically asked for a cleaning and even though cleanings were not free.

154. ADMI's training materials for its SCRs called for them to tout to consumers seeking same day procedures, including a cleaning, ADMI's free new patient appointment offer for new patients without insurance. ADMI's SCRs have acted consistent with that training in relation to setting appointments for Aspen Dental Offices since the AOD.

155. These representations were deceptive bait and switch tactics because a cleaning was not part of ADMI's free adult new patient appointment offer and ADMI's training materials did not include cleanings among the limited number of initial appointment types that its SCRs were to make for new adult patients.

156. If consumers would have received a cleaning, their appointment would not, in fact, have been free.

157. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

158. As an example, ADMI's internal records summarize a complaint about an Aspen Dental Office in 2016 as follows:

The patient states they were disappointed that they did not receive a cleaning on the first visit. Patient went to the "business office" and felt like they were at a car dealership. They suggested services the patient wasn't sure they needed. The patient really felt like they were trying to upsell. Other items are "slipped" into your bill, such as a \$130 toothbrush and rinses. Patient states, "I guess I should have expected this from a franchise."

159. As another example, ADMI's internal records reflect a complaint to the Better Business Bureau about an Aspen Dental Office in 2017 that ADMI summarized as including the following:

I was pretty unhappy with the deceptive advertising practices. I had found the clinic through an ad online for a free exam and xrays for first time patients. I should have asked what the hidden charges would be, and didn't really consider that the cleaning wasn't included and cost a lot more than I was prepared to pay. The part I found most frustrating was when I got there and was told that I needed to come back for a second appointment for the cleaning, because today's

appointment was only for the xrays and exam. I don[']t know why the cleaning couldn[']t be done at the same time, but having to pre-pay for it and having to make time to come back for a second appointment was pretty frustrating. I wish this had been explained to me when I made my appointment or clearly stated online. I would have never been interested in a fairly expensive out-of-pocket 2 part dental visit.

160. As a further example, ADMI's internal records reflect a complaint to the Better Business Bureau about an Aspen Dental Office in 2018 that ADMI summarized as follows:

It[']s a complete scam. Don[']t go!! I went in for a check up and cleaning and after they did xrays and the check-up, they refused to do my cleaning and said I have to have a consultation first and come back for a cleaning. During the consultation they said I had an active gum infection and that I needed a deep cleaning with antibiotics which would cost me \$220 more than my insurance would cover. They refused to do a regular cleaning, although they were submitted a check-up and cleaning to my insurance. I[']ve since been to a real dentist who confirmed what I already knew which was that I didn[']t have a gum infection at all. It[']s all a complete scam. I[']m going to report them to the BBB.

161. As an additional example, ADMI's internal records reflect a complaint in 2019 about an Aspen Dental Office that ADMI described as follows:

per patient went in today 05/10/19 for cleaning, says she advised person setting up appointment what she needed when she got there was advised appointment was to see dentist and no cleaning-per patient has to have cleaning by certain day or insurance cost would go up. says that staff at office said it was her fault and was rude.

162. As yet one more example, ADMI's internal records summarize a complaint in 2019 about an Aspen Dental Office as follows:

Not a good experience. I booked a cleaning. I need a new dentist. I thought this would be a good way to test out the office. I arrived for my cleaning. A hygienist did an exam. But no cleaning. He said this appointment was to this [*sic*] what type of cleaning I needed. I was then given the cost. \$800 for a cleaning. \$800 !!!!!!! I have no idea what your office is like. I wanted to start with a simple procedure. I have never heard of an \$800 cleaning. This was a waste of my time. I was given a price (\$89) when I booked my appointment. I came in to get that service. I felt this was bait and switch. You should be honest with people when you book appointments [*sic*].

h. **“Clinic”**

163. ADMI has unlawfully disseminated advertising in Massachusetts that referred to Aspen Dental Offices as “clinics,” including with a name containing the word “clinic,” as for example, in the paid search advertising shown above, when, upon information and belief, those offices were not licensed clinics, in specific violation of G.L. c. 111, § 56 and in violation of the AOD and Chapter 93A.

i. **Third Party Credit Arrangements**

164. The AOD provides in paragraph 36, “ADMI . . . shall not misrepresent any information concerning a Third Party Credit Arrangement, including that ADMI . . . shall not describe any third party credit card as a ‘payment plan,’ . . . .”

165. In violation of that AOD and Chapter 93A, ADMI has misrepresented information concerning Third Party Credit Arrangements, including describing them as a “payment plan” and falsely describing them as a “No interest payment plan.”

166. After the AOD, ADMI template forms were used at Aspen Dental Offices to describe third party credit arrangements, including, upon information and belief, credit cards, as “payment plans.”

167. After the AOD, ADMI SCRs described third party credit arrangements as “payment plans.”

168. These descriptions were deceptive because consumers could reasonably believe “payments plans” to be arrangements to pay for services over time without interest, rather than loans.

**j. Other Chapter 93A Violations Relating to Advertising**

169. ADMI also failed to include in certain advertisements for dental services at Aspen Dental Offices the name of an owner of the practice or of the professional corporation into which the practice is organized, in violation of 234 CMR 5.18(3)(a) and Chapter 93A.

170. In particular, ADMI's paid search advertisements for Aspen Dental Offices that appeared in response to online searches millions of times since the AOD did not contain the name of an owner of the practice or of the professional corporation into which the practice was organized.

171. ADMI also exercised final decision-making authority over decisions relating to advertising for Aspen Dental Offices when, upon information and belief, the individual wielding that authority did not hold a valid license to practice dentistry in the Commonwealth, in violation of 234 CMR 5.20(3)(f) and Chapter 93A.

172. ADMI's running of advertisements for Aspen Dental Offices was not generally subject to the approval of the PC owner thereof (unless the advertisement was run in a way that it covered both Massachusetts and another jurisdiction as to which ADMI did seek PC owner approval respecting use in that other jurisdiction, such as television advertisements broadcast from Albany, New York).

**2. ADMI Directed Aspen Dental Office Personnel to Engage in Unfair and Deceptive Sales Tactics in violation of Chapter 93A.**

173. ADMI violated Chapter 93A through directing the use of unfair and deceptive sales tactics.

174. ADMI directed staff, including licensed dental professionals, at Aspen Dental Offices to engage in misrepresentations and high-pressure sales tactics.

175. In particular, ADMI unlawfully directed dental hygienists to use misrepresentation and high-pressure sales tactics to sell patients unnecessary services, including oral cancer screening adjunctive products, such as Vizilite—even though they are not standard, may not be covered by insurance, and usually cost approximately \$70 per patient.

176. For example, ADMI’s forms relating to oral cancer screening adjuncts in use at Aspen Dental Offices discussed the adjuncts and stated, “This enhanced examination is recognized by the American Dental Association. . . .”

177. In fact, the American Dental Association’s 2010 clinical recommendations found “insufficient evidence to make a recommendation for or against general dentists’ use of” adjuncts like Vizilite and its 2017 guidelines for oral cancer screening also did not recommend the use of adjuncts such as Vizilite in light of insufficient evidence.

178. ADMI sent the staff at Aspen Dental Offices documents with “Hygiene Department Expectations”;

- a. those expectations included as part of their “Standard of Care,” (i) fluoride for healthy patients, (ii) Vizilite use with all patients 18 and older as part of routine preventive care and (iii) taking “[a] shade” on “all patients” in order to ask them if they are happy with it and offer whitening if they express “dissatisfaction with their current shade”;
- b. the training directed hygienists that they should, (i) “consistently [create] treatment plan[s] based” on those standards; and (ii) “Create URGENCY!” including by considering saying “As part of your treatment we are going to....” where the recipient typically said, “We recommend that....”;
- c. the training also described “Non-productive v. Productive Scheduling” comparing 8 patients receiving dental services and the same 8 patients receiving the same

services along with adjunctive products and services, such as Vizilite, an electric toothbrush, and fluoride treatment; and

- d. finally, the training directed recipients that they should first contact an ADMI employee with any questions, comments, or concerns about hygiene.

179. The American Dental Association's 2013 chairside guide relating to the use of fluoride for caries prevention noted that "[p]atients at low risk of developing caries may not need additional topical fluorides other than over-the-counter fluoridated toothpaste and fluoridated water" (referring to adult patients) while also noting that even for adults at high risk of developing caries, the evidence was lacking and certainty was low to support its recommendation for fluoride use.

180. Since December 2014, ADMI has encouraged hygienists at Aspen Dental Offices to use certain metrics to gauge their "business." Attached as Exhibit E hereto is a true and correct copy of an ADMI "hygiene huddle" training document that is marked as D'Anna Ex. 10.

181. One of those metrics that ADMI encouraged hygienists at Aspen Dental Offices to use was a \$1,500 hygiene daily average.

182. Another metric that ADMI encouraged hygienists at Aspen Dental Offices to use was 40% Perio to Prophy ratio, referring to a ratio of patients coded for periodontal treatment, which is more expensive than general prophylaxis.

183. Although ADMI has acknowledged that the patients' conditions are beyond the hygienists' control, it included this metric because the hygienist performs the hygiene examination, suggesting that ADMI included this metric to encourage the hygienist to make more findings in support of periodontal diagnoses.

184. Another metric that ADMI encouraged hygienists at Aspen Dental Offices to use was 90% Adjunct to Patient Appt Ratio.



185. Another metric that ADMI encouraged hygienists at Aspen Dental Offices to use was 70 – 75% Hygiene UCF (Usual and Customary Fees), about which ADMI wrote, among other things, “Non-covered procedures improve this metric. Overall low value appointments or visits with only services insurance covers negatively impact this.”

186. Since December 2014, ADMI has trained hygienists, including from Aspen Dental Offices, that an “Action Item” relating to “UCF” was to “Maximize opportunity for Vizilite, Whitening Arestin, etc.”

187. Since December 2014, ADMI has trained hygienists, including from Aspen Dental Offices, that their compensation includes a profit-sharing program based upon net hygiene department revenue, using an example that showed such profit-sharing to potentially increase income 80% over monthly wages alone.

188. Since December 2014, ADMI has trained hygienists, including from Aspen Dental Offices, that their career path could lead to hygiene-related positions within ADMI itself.

189. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

190. Since December 22, 2014, ADMI has entered into its tracking and monitoring system complaints from more than 50 consumers, starting in or about December 2014 and continuing into 2019 that it categorized as relating to “Customer Service – Sales Pressure” at Aspen Dental Offices.

191. As an example, ADMI's internal records quote a 2015 complaint post from a patient at an Aspen Dental Office as stating:

Do not use Aspen Dental. These people are like used car salesmen. Told me I had gum disease without any symptoms, 5 cavities and need a deep cleaning done at a mere \$1900 that wasn[']t covered by my insurance. Tried to sell me a \$200 toothbrush on top of it all. I haven[']t had a cavity since I was like 12. Went for a second opinion at a regular dentist office. Surprise surprise, zero (0) cavities and got my regular cleaning done. Scammers! I wonder if these people are on commission.

192. As another example, ADMI's internal records describe a 2018 post on Google relating to an Aspen Dental Office complaining, among other things, that "they always push you for expensive procedures which are not covered by insurance. . . ."

193. As an example of a complaint related to sales pressure (though not so categorized by ADMI), ADMI's internal records describe a 2016 complaint from a patient at an Aspen Dental Office as stating as follows:

"this office has a specific business model to rob you of as much money as they can[,] They will barrage you with unnecessary tests and treatments. They pressured the patient to receive treatments not covered by his insurance, and they even told him that certain treatments were covered when they were not, which the patient found "questionable if not criminal."

194. As another such example, ADMI's internal records describe a 2016 complaint from a patient at an Aspen Dental Office as follows:

I went for a cleaning and they put fluoride on my teeth without asking me if i was ok with the cost of that procedure. When they charged me \$46 I was super upset! This is not the first time they do something like this. They first tell me the cost and then i receive a bill with more charges. Then Aspen dental has the nerve to advertise themselves as no hidden fees. So infuriating!!!!

195. As an additional such example, ADMI's internal records summarize a 2017 complaint from a patient at an Aspen Dental Office as follows:

Went in for a cleaning after receiving routine care for the last few years and seriously felt hustled like I was at a used car dealership. Told I had periodontal disease and needed perio scaling, was hustled to take a fluoride treatment NOT covered by my insurance, ushered through a financing plan without a moment to really process what was going on.

196. As a further example, ADMI’s internal records describe a 2018 complaint that a patient at an Aspen Dental Office posted on Yelp as follows:

This office has very unethical billing practices. Today I was charged \$51 for a fluoride treatment I never asked for. The receptionist even told me that the fluoride is optional and that the hygienist should have asked my permission before doing the treatment, but that didn[’]t stop them from charging me for it. The hygienist also tried to put a dab of antibiotic on my gums without telling me that it was a charge of \$86 that wouldn[’]t be covered by insurance. I filed a complaint with my insurance company and called Aspen to let them know that they lost me as a patient for the \$51 they stole from me.

**3. ADMI Directed Aspen Dental Personnel to Unfairly Charge Patients for Services Not Yet Rendered in Violation of Chapter 93A.**

197. ADMI has violated Chapter 93A with respect to the unfair charging of patients for services not yet rendered.

198. ADMI caused Aspen Dental Offices to unfairly charge patients and third party payors for services not yet rendered.

199. ADMI trained Aspen Dental Offices to exhaust multiple ways of having consumers pay upfront for the entire treatment plan proposed by the office, including by cash, check, charge, or through third party financing, before considering any of the following options involving less than the full proposed treatment plan:



**4. ADMI Permitted Deceptive Charges for Toothbrushes in violation of the AOD and Chapter 93A.**

200. The AOD, in paragraph 40, barred ADMI from accepting “payment from a Massachusetts Consumer for any toothbrush, unless it is Clearly and Conspicuously disclosed to the Massachusetts consumer, prior to payment for the toothbrush . . . the fact that the patient may

return the unopened toothbrush for a full refund no later than 15 days after the completion of treatment.”

201. ADMI has permitted Aspen Dental Offices to accept payment from Massachusetts consumers for toothbrushes, without disclosure prior to payment for the toothbrush of the fact that the consumer may return the unopened toothbrush for a full refund no later than 15 days after the completion of treatment, as specifically required by the AOD.

202. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

203. As one example, ADMI’s internal records reflect a consumer complaining in 2016 to ADMI that the Massachusetts Aspen Dental “office shoved a toothbrush on him and [it] was not explained to him.”

**5. ADMI Unfairly Failed to Refund Prepayments for Services not Rendered and Deceptively Described its Refund Policies in Violation of the AOD and Chapter 93A.**

204. ADMI violated the AOD and Chapter 93A by failing to refund prepayments for services and deceptively describing its refund policies.

205. As the AGO found in its 2013 – 2014 investigation, ADMI routinely forced patients to pay up front the full amount for an entire treatment plan, even if that plan lasted six months or more. As a result, ADMI patients sometimes paid \$10,000 or more before receiving any services at all. And, as the AGO found, where a patient decided that he or she did not want to complete a treatment plan, ADMI routinely failed to return the patient’s pre-payments for these services that were never provided, leaving thousands of Massachusetts residents owed hundreds of thousands of dollars in refunds.

206. The AOD, therefore, required ADMI to return all these unexpended pre-payments (what ADMI terms “deposits”) and contained numerous assurances from ADMI in an attempt to ensure that it ended these predatory practices.

207. The AOD requires that ADMI (a) promptly refund all deposits for services that are not completed within 45 days of when the deposit is paid, except for custom products or where the appointment is rescheduled at the patient’s request (paragraph 26); (b) return any unexpended deposit within 5 business days after a patient’s request for a refund (paragraph 27); (c) clearly and conspicuously disclose its refund policies to all Massachusetts patients and comply with those policies (paragraphs 29 and 31); and (d) not misrepresent its refund policies (paragraph 30).

208. ADMI has repeatedly violated these assurances in the AOD concerning the return of patients’ unexpended pre-payments and its representations concerning its refund policy.

209. ADMI failed to return tens of thousands of dollars in pre-payments as required by the AOD in at least four ways:

- a. ADMI failed to timely return more than \$60,000 in pre-payments to more than 850 Massachusetts consumers who made payment by cash or check;
- b. ADMI failed to timely return more than \$40,000 in pre-payments to more than 350 Massachusetts consumers with pending insurance claims;
- c. ADMI failed to timely return pre-payments to Massachusetts consumers who received custom products; and
- d. ADMI has failed to timely return pre-payments to Massachusetts consumers because ADMI deemed its time to do so extended beyond appointments rescheduled by an Aspen Dental Office or ADMI (rather than at the patient’s request).

210. ADMI has also failed to make full refunds of unexpended deposits within 5 business days of Massachusetts consumers' requests, including to Aspen Dental offices.

211. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

212. Since the AOD, ADMI has entered into its tracking and monitoring system complaints from more than 80 consumers, starting in or about December 2014 (within days of the AOD) and continuing into 2020, that it categorized as relating to "Refund Process - Never Processed by office" at Aspen Dental Offices.

213. As one example, ADMI's internal records quote a Consumer Complaint in 2016 to ADMI about an Aspen Dental Office as stating, "where is my refund I asked the office to do it over 5[]wks ago and they said it would take 5 to 7 weeks. I am on ss and that[]s a[]lot of money."

214. As a further example, ADMI's internal records reflect a patient complaint in 2019 about an Aspen Dental Office, stating that the consumer cancelled the treatment plan in January, was promised a refund within 5 to 7 days, and was then told that the refund would be received by February 1 with the patient's spouse complaining that it still had not been received in a call on February 5.

215. ADMI has violated the AOD in its Financial Policies disclosed to Massachusetts consumers.

216. From the date of the AOD until March 2015, ADMI's consumer-facing and internal financial policies described refund policies that violated the requirements of paragraphs 26 and 27 of the AOD.

217. After in or about March 2015, ADMI's consumer-facing Financial Policies have stated that for Massachusetts Patients, "Credit balances on accounts after 45 days of last deposit

with no future appointment will be automatically refunded to the original form of payment, with the exception of cash/check payments, which will be notified by letter.” Attached as Exhibit F hereto is a true and correct copy of the document marked as Hill Ex. 4, which contains ADMI’s consumer-facing Financial Policies after in or about March 2015 on pages 5 through 7.

- a. However, this has been deceptive, and in violation of paragraphs 29 and 31 of the AOD and 940 CMR 3.13(4), because ADMI’s internal procedures from March 2015 into 2016 (Exhibit G attached hereto, which was marked as Hill Ex. 3, at 2) provided that consumers were required to send a refund voucher to ADMI confirming their current mailing address before any refund would be issued. This requirement that the consumers take the affirmative step of returning the voucher was a material part of the refund policy that was not disclosed in ADMI’s Financial Policies, in violation of the AOD. This provision of the internal procedures provides an explanation for ADMI’s habitually violating paragraph 26 of the AOD by failing to promptly return deposits;
- b. It has also been deceptive, and in violation of paragraphs 29 through 31 of the AOD and 940 CMR 3.13(4), because ADMI’s internal procedures since March 2016 provided that the quoted policy timed from 45 days from last deposit did not apply to custom products, including not only dentures but also crowns, bridges, implants, and any other custom-made products inserted in the mouth, while the consumer facing Financial Policies only described a different policy for dentures;
- c. It has also been deceptive, and in violation of paragraph 29 of the AOD and 940 CMR 3.13(4)(b), because since 2016, ADMI’s internal procedures have not provided an exception for check payments being returned to Massachusetts

patients by check for credit balances on accounts after 45 days of last deposit with no future appointment; and

- d. It has also violated paragraph 26 of the AOD, because it does not provide for the return of credit balances for non-custom products after 45 days from any deposit from which there is a balance or where there is a future appointment due to a rescheduling not made at the patient's request.

218. ADMI's consumer-facing Financial Policies at times since the AOD as recently as 2019 have stated:

**"Timing of Refunds**

Cash/Check: After receiving your refund request, we will confirm that your payment has cleared the bank (which may take up to 15[]business[]days). Once cleared, you will be issued a refund check within 10 business days (5 business days for Massachusetts patients).

Credit Card/Third-Party Financing: Refunds will be issued to the form of payment within 3 business days after receipt of your refund request. Refunds for credit card payments may take up to seven (7) business days."

219. This policy was in violation of paragraph 27 the AOD, which requires refunds of deposits within 5 business days of requests without an exception for checks or credit card payments.

**6. ADMI Used Unfair and Deceptive Debt Collection Practices in Violation of Chapter 93A.**

220. ADMI violated Chapter 93A through unfair and deceptive debt collection practices.

221. ADMI unlawfully reported Massachusetts patients' purported debts to collections agencies and permitted those agencies to report them to credit reporting agencies, even when ADMI knew or should have known that no debt was owed.



222. In particular, ADMI sent patients' purported debts to collections even where ADMI had unfairly and deceptively billed patients for services advertised as free or where it billed more than the guaranteed price.

223. ADMI has been on heightened notice from Consumer Complaints since the AOD of the harm its conduct has caused Massachusetts consumers.

224. As one example, a Massachusetts consumer complained starting in 2016 about ADMI pursuing amounts, which were beyond what she was told by the Aspen Dental Office was the limit of her exposure—a limit also guaranteed in writing—where ADMI continued pursuing those amounts into collections, including a level of collections where it permitted the collections agency to report the purported debt to credit reporting agencies.

225. As another example, ADMI's internal records summarize a complaint relating to an Aspen Dental Office from a Massachusetts consumer whom ADMI had sent to collections, including a level of collections where it permitted the collections agency to report the purported debt to credit reporting agencies, as follows:

Back in 2016, I went under the guise of having the as ADVERTISED 1 free exam and one free set of x-rays. At least so I thought, come to find out now, I have an account in collections for \$188 for services I never actually got from ASPEN and the only services I agreed too were supposed to be "free". Yet here I am in collections, for a supposedly "free" service, which I never got nothing else extra, additional, or ever becoming a long term continuous patient of Aspen Dental. Every time I made inquiries about specific charges for allegedly free services, I kept getting the run around from the local office and the customer service. A complete and utter rip off. A \$170 value, allegedly, and I am stuck with a \$188 bill....

226. As a further example, ADMI's internal records describe a Consumer Complaint in 2017 about an Aspen Dental Office as stating, "that he was told by the office that the balance on the account coming from an[] NPA on 10/24/16 would be removed" but that "he was just sent to collections."

**7. ADMI Violated the AOD and Chapter 93A as to Refunds It Owed to Consumers.**

227. The AOD, in paragraphs 44 and 45, required ADMI to pay refunds to Massachusetts consumers who had paid for some or all of a New Patient Exam and/or New Patient X-Ray (terms whose definitions in paragraphs 16 and 17 of the AOD do not exclude limited, problem-focused exams).

228. In violation of these assurances in the AOD, ADMI failed to pay refunds owed to Massachusetts consumers who were charged, prior to the AOD, for “free” new patient exams or x-rays, including, in particular, patients who were charged for limited, problem-focused exams.

229. From the thousands of Consumer Complaints it has entered into its tracking and monitoring system since the AOD, ADMI has been on heightened notice of the harm its conduct has caused Massachusetts consumers.

**FORMAL NOTICE**

230. On and before July 15, 2020, the AGO notified ADMI in writing of ADMI’s failure to comply with the AOD.

231. On and before July 27, 2020, the AGO notified ADMI of its intention to file this suit and offered ADMI an opportunity to confer regarding this action, as required by G.L. c. 93A, § 4.

**FIRST CAUSE OF ACTION**

**(Violation of Assurance of Discontinuance and Consumer Protection Act, G.L. c. 93A, § 2)**

232. The Commonwealth incorporates by reference the foregoing allegations of the Complaint as if fully alleged herein.

233. ADMI engaged in unfair and deceptive acts and practices in trade or commerce in Massachusetts in violation of the December 2014 AOD filed with this Court, Chapter 93A, and regulations thereunder by, without limitation:

- a. misrepresenting services at Aspen Dental Offices as free without clearly and conspicuously disclosing exceptions, reductions, and limitations on the offer and billing for those services, including in violation of paragraphs 23 and 24(a) of the AOD;
- b. misrepresenting dentures as available at Aspen Dental Offices at prices for which a full set of dentures was not available, and even one arch of new dentures was not available, without adequately disclosing the limitations on the offers, including in violation of paragraphs 23 and 24(b) of the AOD;
- c. misrepresenting the availability of a money back guarantee for dentures obtained from Aspen Dental Offices without adequately disclosing the limitations on the offer, including in violation of paragraph 23 of the AOD and 940 CMR 3.03;
- d. misrepresenting the availability of a price or price quote guarantee relating to Aspen Dental Offices and/or billing in contradiction to the guarantee, including in violation of paragraph 23 of the AOD;
- e. misrepresenting that there were “no hidden fees” relating to Aspen Dental Offices when it hid fees, including for limited, problem-focused exams for uninsured new patients, including in violation of Paragraph 23 of the AOD;
- f. misrepresenting that Aspen Dental Offices worked with all insurance when they did not work with MassHealth, including in violation of paragraph 23 of the AOD;
- g. misrepresenting that Aspen Dental Offices offered emergency dental care and emergency dentists, when it did not schedule consumers for emergency dental care, even when they sought it, including in violation of paragraph 23 of the AOD;

- h. misrepresenting that Aspen Dental Offices offered cleanings in an initial visit when it did not schedule new patients for cleanings in their initial visit even when they sought it, in violation of paragraph 23 of the AOD;
- i. misrepresenting Aspen Dental Offices as “clinics,” including using the word “clinic” in a name for such an office, when they were not licensed clinics, including in violation of paragraph 23 of the AOD and G.L. c. 111, § 56;
- j. failing to timely return unexpended pre-payments to patients, including as required by paragraph 26 of the AOD;
- k. failing to timely return unexpended pre-payments to patients upon request, including as required by paragraph 27 of the AOD;
- l. misrepresenting and failing to adequately disclose ADMI’s practices regarding the return of unexpended pre-payments, including violation of paragraphs 29, 30, and 31 of the AOD and 940 CMR 3.13(4);
- m. misrepresenting information concerning Third Party Credit Arrangements, including describing them as a “payment plan,” in violation of paragraph 36 of the AOD;
- n. permitting the acceptance of payment by Aspen Dental Offices from Massachusetts Consumers for toothbrushes, without disclosure to the Massachusetts Consumers, prior to payment for the toothbrush, of the fact that the patient may return the unopened toothbrush for a full refund no later than 15 days after the completion of treatment, including in violation of paragraph 40 of the AOD; and

- o. failing to pay restitution to Massachusetts consumers, including as required by paragraphs 44 and 45 of the AOD, relating to new patient exams or x-rays from prior to the AOD.

234. ADMI's violations of the above-referenced Massachusetts law and regulation, which are intended to protect the public's health, safety, and welfare, were violations of Chapter 93A, § 2, directly and by operation of 940 C.M.R. 3.16(3).

235. ADMI knew or should have known that its conduct was in violation of the AOD and unfair and/or deceptive in violation of G.L. c. 93A, § 2.

236. ADMI has harmed Massachusetts consumers through its unfair and deceptive acts and practices in violation of the AOD and G.L. c. 93A, § 2.

**SECOND CAUSE OF ACTION**

**(Violation of Consumer Protection Act, G.L. c. 93A, §2)**

237. The Commonwealth incorporates by reference the foregoing allegations of the Complaint as if fully alleged herein.

238. In addition to the Chapter 93A violations set forth in the First Cause of Action, ADMI engaged in unfair and deceptive acts and practices in Massachusetts in violation of Chapter 93A by, without limitation:

- a. Making the material omissions
  - i. of failing to disclose the guarantor for the guarantees it made in advertisements and marketing relating to Aspen Dental Offices, including in violation of 940 CMR 3.03(1)(c);
  - ii. of failing to include in advertisements for dental services at Aspen Dental Offices the name of an owner of the practice or of the professional

corporation into which the practice is organized, including in violation of 234 CMR 5.18(3)(a); and

- iii. of referring to a fee or fees for dental services in advertisements for dental services at Aspen Dental Offices but failing to disclose that additional fees may be involved in individual cases, when the possibility of incurring such additional fees was reasonably foreseen, including with respect to advertisements for a free exam and x-ray, including in violation of G.L. c. 112, § 52A and 234 CMR 5.18(3)(b);
- b. using deceptive statements in advertisements relating to Aspen Dental Offices concerning the availability of specialty services to make the public believe that specialty care is rendered in a dental office by a qualified specialist when such is not, including in violation of G.L. c. 112, § 52A(7);
- c. without holding a license to practice dentistry in Massachusetts, exercising final decision-making authority over decisions relating to advertising for Aspen Dental Offices, including in violation of 234 CMR 5.20(3)(f);
- d. training Aspen Dental Offices to unfairly charge patients and third party payors for services not yet performed, including in violation of 234 CMR 9.03(1)(dd);
- e. training staff, including licensed medical professionals, at Aspen Dental Offices to engage in misrepresentation and high-pressure sales tactics; and
- f. reporting debts to collections agencies and permitting the reporting of debts to credit reporting agencies when it knew or should have known that the debts were not owed, including because it unfairly and deceptively billed for services contrary to representation of the service as free or limited in price due to a price quote guarantee, in violation of 940 CMR 7.07(11).

239. ADMI's violations of the above-referenced Massachusetts law and regulation, which are intended to protect the public's health, safety and welfare, were violations of Chapter 93A, § 2, directly and by operation of 940 C.M.R. 3.16(3).

240. ADMI knew or should have known that its conduct was unfair and/or deceptive in violation of G.L. c. 93A, § 2.

241. ADMI has harmed Massachusetts consumers through its unfair and deceptive acts and practices.

### **PRAYER FOR RELIEF**

WHEREFORE, the Commonwealth respectfully requests that this Court grant the following relief:

- 1) Issue a preliminary injunction ordering
  - A. that ADMI and its subsidiaries, divisions, affiliates, agents, employees, servants, successors, and assigns, and those persons in active concert or participation with Defendant who receive actual notice of the order by personal service or otherwise, are, pursuant to G.L. c. 93A, § 4, temporarily restrained and enjoined from violating G.L. c. 93A, § 2 and the regulations promulgated thereunder, including, without limitation, the following:
    1. in any advertising or marketing material televised, broadcast, presented, distributed, or disseminated in Massachusetts, including, without limitation, any form of communication with a consumer in Massachusetts and, including, without limitation, any advertising or marketing material originating outside Massachusetts, which may reasonably be expected to be seen or heard in the Commonwealth ("Advertisement"),

- a. making any statement or claim that is untrue, misleading, deceptive, false, or fraudulent;
- b. stating or implying that any service or product at a dental office operating in Massachusetts (i) using the name Aspen Dental or (ii) operated by any individual or entity (whether a Professional Corporation, Professional Limited Liability Company, or otherwise) that (a) provides dental services in Massachusetts using the name Aspen Dental or (b) has an agreement with Defendant related to the practice's provision of dental services in Massachusetts ("Massachusetts Office"), is free unless such service or product is provided without any charge to all patients who seek it without exception or limitation, or the Advertisement discloses any exceptions, reductions and/or limitations on the offer clearly and conspicuously, in compliance with 940 CMR 6.01 and also in such a way that (a) the disclosure is presented, if textual, visual, or if otherwise possible, contemporaneously with the primary claim, and if auditory, immediately following the primary claim, and in any event the disclosure is not separated from the primary claim by any text, audio, visuals, or other content or by physical separation beyond ordinary line spacing (for example, placing the disclosure in a different part of the Advertisement, such as in a footnote, or making it available through a hyperlink), (b) the disclosure is in the same medium as the primary claim (for example, oral claims must be immediately followed by adequate oral disclosures and textual claims must have adequate, contemporaneous textual disclosures), and (c) the disclosure is equally as prominent as the primary claim,



- including, for textual claims, having the same font size, typeface, and background as the primary claim, and for oral claims, having the same volume and speed as the primary claim (“Clearly and Conspicuously”);
- c. stating or implying that any service or product is available at a price that is less than the actual price at which it is offered for sale, unless the Advertisement Clearly and Conspicuously discloses any exceptions, reductions, and/or limitations on the offer;
  - d. stating or implying that dentures are available at any Massachusetts Office at prices for which a full set of new dentures is not available unless the Advertisement Clearly and Conspicuously discloses any exceptions, reductions, and/or limitations on the availability of a full set of new dentures at the communicated price;
  - e. stating or implying that there is a money back guarantee for dentures obtained from any Massachusetts Office unless the Advertisement Clearly and Conspicuously discloses any exceptions, reductions, and/or limitations on the offer;
  - f. stating or implying that there is a price and/or price quote guarantee relating to any service or product at any Massachusetts Office unless the Advertisement Clearly and Conspicuously discloses the limitations on the offer;
  - g. stating or implying that there are “no hidden fees” relating to any Massachusetts Office service or product unless (i) the Advertisement Clearly and Conspicuously discloses any fee for any service or product described or referenced in its Advertisement and (ii) ADMI and the

Massachusetts Office (a) direct their employees and agents to fully and accurately disclose all fees for any product or service in response to consumer inquiry and (b) discipline their employees and agents for failing to do so;

- h. stating or implying that ADMI or any Massachusetts Office works with all insurance or all insurance providers unless it bills directly any and every insurance provider, including but not limited to MassHealth, Medicaid, Medicare, any medical insurer, and/or any dental insurer, or otherwise deceptively describing the acceptance of insurance at any Massachusetts Office;
- i. stating or implying that any Massachusetts Office offers emergency dental care unless Defendant (and/or whoever else schedules new patient appointments for those offices) in most instances seeks to schedule new patients for emergency dental treatment, beyond writing prescriptions, in their initial visits when they seek such treatment;
- j. stating or implying that any Massachusetts Office offers an emergency dentist or dentist, unless emergency dentist is a specialty recognized by the National Commission on Recognition of Dental Specialties and Certifying Boards and Defendant has notified the Attorney General's Office in writing of the date of that recognition;
- k. stating or implying that any Massachusetts Office offers cleanings in an initial visit unless Defendant (and/or whomever else schedules new patient appointments for those offices) in most instances seeks to schedule new patients for cleanings in their initial visit when they seek such service;

1. failing to disclose the name of the guarantor and that it is the guarantor for any guarantee in relation to a guarantee of any product or service offered in any Massachusetts Office; and
- m. failing to include the name of an owner of the practice or of the professional corporation into which the practice is organized of any Massachusetts Office whose services are advertised, marketed or referenced;
2. training, directing, or encouraging anyone at any Massachusetts Office to engage in any misrepresentation or high-pressure sales tactic, including, but not limited to, representing that the American Dental Association recognizes or recommends a product or service, unless that organization then recommends that product or service under the circumstances in which it is being offered;
3. directing, training, enabling, or allowing to be required, as a condition of receiving dental treatment, that an individual pay (either directly or through any third party) at any Massachusetts Office some or all of the cost of the dental services prior to the date that such services are performed; and
4. reporting any debt relating to any transaction at a Massachusetts Office (a “Debt”) to any collection agency and/or permitting the reporting of any Debt to any credit reporting agency when it knows or should know that the Debt was not owed, including because it was billed contrary to any representation in any Advertisement within a year of the incurring of the purported Debt, including of the service as free or being limited in price due to a price or price quote guarantee; and

B. that within five (5) business days, ADMI cause to be personally served and sent by registered mail and electronic mail to each Aspen Dental Office practice owner, employee, and agent, including any future such owner, employee, or agent while this injunction is in effect, a copy of this Preliminary Injunction and obtain written acknowledgement of receipt and understanding of the injunction(s) from each Massachusetts Office practice owner, employee, and agent. Defendant shall require that each Massachusetts Office practice owner, employee, and agent provide the written acknowledgement of receipt and understanding as a condition of the continued contractual relationship between Defendant and the owner and any continued relationship between the Defendant and/or the practice and the employee or agent. Defendant shall provide such acknowledgements of receipt and understanding to the Attorney General's Office within five (5) business days upon request; and

- 2) Declare that ADMI has engaged in unfair and deceptive acts and practices in violation of G.L. c. 93A, § 2;
- 3) Issue a permanent injunction enjoining ADMI and its subsidiaries, divisions, affiliates, agents, employees, servants, successors, attorneys, assigns and all other persons and entities, corporate or otherwise, in active concert or participation with them whether acting individually or through any corporation, trust or other device, from
  - A. any of the conduct reflected in subparagraph (1);
  - B. any other violations of law reflected in the causes of action; and
  - C. disseminating any Advertisement that states, suggests, or implies that (1) any dental service or product is available at a particular price, cost, or discount,

including that any particular service or product is “free” or (2) there is a guarantee, related to any service, product, or price;

- 4) Order ADMI to pay full and complete restitution to all Massachusetts consumers who were harmed as a result of each of ADMI’s unfair and deceptive acts and practices;
- 5) Order ADMI to disgorge all payments received as a result of its unfair and deceptive acts and practices;
- 6) Order ADMI to pay civil penalties of up to \$5,000 for each violation of G.L. c. 93A;
- 7) Award the Attorney General’s Office the reasonable costs of investigation and litigation of such violations, including reasonable attorneys’ fees; and
- 8) Grant all other relief as the Court may deem just and proper.

Dated: December 9, 2021

Respectfully submitted,

COMMONWEALTH OF MASSACHUSETTS  
By its Attorney,  
MAURA HEALEY  
ATTORNEY GENERAL

  
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# **EXHIBIT A**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.

14-3997

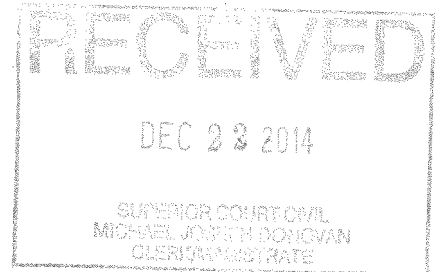
COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

ASPEN DENTAL MANAGEMENT, INC. and ASPEN  
DENTAL ASSOCIATES OF NEW ENGLAND, P.C.

Defendants.



**ASSURANCE OF DISCONTINUANCE  
PURSUANT TO G.L. CHAPTER 93A, § 5**

**I. INTRODUCTION**

1. The Commonwealth of Massachusetts through its Attorney General, Martha Coakley, pursuant to her authority under G.L. c. 93A, conducted an investigation into certain acts and practices of Aspen Dental Management, Inc. (“ADMI”) and Aspen Dental Associates of New England, P.C. (“Associates”) in Massachusetts with which the defendants cooperated.

2. In lieu of litigation, the Attorney General agrees to accept this Assurance of Discontinuance (“Assurance”) on the terms and conditions contained herein, pursuant to G.L. c. 93A § 5. ADMI and Associates, without admitting any facts, liability or any wrongdoing, in the interest of resolution of this matter and for settlement purposes only, enter into this Assurance on the terms and conditions contained herein.

3. Neither this Assurance nor the payment of monies pursuant to this Assurance constitutes an admission by ADMI or Associates of any fact or noncompliance with any state or federal law, regulation or rule. ADMI and Associates expressly deny any liability or wrongdoing

related to the matters investigated by the Attorney General. This Assurance is made without trial or adjudication of any issue of fact or law.

4. The Attorney General, ADMI, and Associates all voluntarily enter into this Assurance.

## II. DEFINITIONS

5. ADMI means "Aspen Dental Management, Inc." and any of its agents, servants, employees, successors, and assigns, whether by sale of assets, merger, or otherwise. ADMI is or has been a party to agreements with Associates and each Non-Party Practice pursuant to which ADMI is or has been obligated to provide and Associates and each Non-Party Practice agree to receive, among other things, a range of business support services, including but not limited to, (a) making available office space and improvements for operations of the practice, (b) developing annual practice, expense and revenue projections for the practice, (c) developing and implementing, on behalf of the practice, all marketing and advertising of the professional services performed at each practice, and (d) billing and collecting payments for all professional services.

6. "Advertisement" means any advertising or marketing material televised, broadcast, presented, distributed or disseminated in Massachusetts, including, without limitation, any advertising or marketing material originating outside Massachusetts, which may reasonably be expected to be seen or heard in the Commonwealth.

7. "Associates" means Aspen Dental Associates of New England, P.C. and any of its agents, servants, employees, successors, and assigns, whether by sale of assets, merger, or otherwise.

8. The term "Clear and Conspicuous" (including the term "Clearly and



Conspicuously”) shall be defined as such term is defined in 940 C.M.R. 6.01.

9. “Defendants” means ADMI and Associates.

10. “Deposit” means any payment of monies by, or credit of monies for, any Massachusetts Consumer, for dental services to be provided at any Massachusetts Office after the date of payment.

11. “Dormant Account” means each Deposit where either (a) the Deposit was made by cash or check and, as of the Effective Date, the Massachusetts Consumer has not received dental services at a Massachusetts Office for at least 180 days and has no future appointments scheduled, or (b) the Deposit was made by third party credit card, including CareCredit, and, as of the Effective Date, the Massachusetts Consumer has not received dental services at a Massachusetts Office for at least 21 days and has no future appointments scheduled.

12. “Effective Date” means the date this Assurance of Discontinuance is filed with the Clerk of the Superior Court for Suffolk County.

13. “Massachusetts Consumer” means an individual who receives (or received) dental services at a Massachusetts Office.

14. “Massachusetts Office” means any dental office operating in Massachusetts (a) using the name Aspen Dental or (b) operated by a Massachusetts Practice.

15. “Massachusetts Practice” means any individual or entity (whether a Professional Corporation, Professional Limited Liability Company, or otherwise) that (a) provides dental services in Massachusetts using the name Aspen Dental or (b) has an agreement with ADMI related to the practice’s provision of dental services in Massachusetts.

16. “New Patient Exam” means a dental examination that (a) took place in a Massachusetts Office, and (b) took place between September 12, 2009 and December 31, 2013

and (c) was provided to a Massachusetts Consumer who was receiving a dental examination at an Aspen Dental-branded practice, wherever located, for the first time in his or her lifetime.

17. “New Patient X-Ray” means a dental x-ray that (a) took place in a Massachusetts Office, and (b) took place between September 12, 2009 and December 31, 2013, and (c) was provided to a Massachusetts Consumer who was receiving dental x-rays at an Aspen Dental-branded practice, wherever located, for the first time in his or her lifetime.

18. “Non-Party Practices” means each of the entities identified in Schedule 1 and any of their respective agents, servants, employees, successors and assigns.

19. “Office Employee” means an individual who is not licensed as a dentist or hygienist, and who works at a Massachusetts Office and is responsible for, among other things, obtaining payment from patients for dental services.

20. “Third Party Credit Arrangement” means any contract, agreement, or arrangement facilitated by a Massachusetts Office by which a Massachusetts Consumer has, does, or may obtain financing to purchase dental services offered at a Massachusetts Office, including through a credit card (e.g., CareCredit) or credit agreement.

21. “Transparency Principles” means the principles described in Exhibit A concerning the promotion and use of CareCredit credit cards.

### **III. ALLEGED VIOLATIONS**

22. Without limiting the scope of the alleged violations, the Commonwealth contends that Defendants violated G.L. c. 93A, § 2(a) as set forth below (collectively, the “Allegations”). Defendants deny the Allegations:

- a. Deceptively advertising dental services in Massachusetts;
- b. Unfairly charging Massachusetts Consumers for services and treatments

- weeks or months before they were rendered;
- c. Unfairly charging Massachusetts Consumers for electric toothbrushes that patients did not request;
  - d. Deceptively marketing and enrolling Massachusetts Consumers in third party credit cards to prepay for dental services;
  - e. Unfairly failing to provide refunds to patients for services that have not been rendered; and
  - f. Unlawfully delegating final clinical responsibility over treatment planning from dentists to unlicensed Office Employees.

#### IV. ASSURANCES

##### A. Advertising

23. ADMI and Associates shall not make any misrepresentations in any Advertisement. ADMI and Associates shall Clearly and Conspicuously disclose any exceptions, reductions and/or limitations on a statement in any Advertisement.

24. In any Advertisement, ADMI and Associates shall not:
- a. state or imply that any service at a Massachusetts Office is free unless (i) such service is provided without any charge to all patients who seek it without exception or limitation, or (ii) the Advertisement Clearly and Conspicuously discloses any exceptions, reductions and/or limitations on the offer, or
  - b. state or imply that a set of dentures are available at a Massachusetts Office for a given price unless (i) a full set of such dentures are provided to all patients who seek them at the advertised price, or (ii) the Advertisement

Clearly and Conspicuously discloses any exceptions, reductions and/or limitations on the offer.

**B. Deposits**

25. ADMI and Associates shall not knowingly require, as a condition of receiving dental treatment, that a Massachusetts Consumer pay (either directly or through any third party) some or all of the cost of the dental services prior to the date that such services are provided; *except* ADMI and Associates may require, as a condition of receiving dental treatment, that a Massachusetts Consumer pay for dental services prior to the date that such services are provided where those services (i) include custom products ordered by the patient, or (ii) are scheduled to be completed within 30 days of the applicable charge.

26. For all services other than those in paragraphs 25(i) above, if services are not completed within 45 days, then ADMI, on behalf of the Massachusetts Practices, shall refund all unapplied Deposits for services not yet completed within 7 business days after the initial 45 day period expired; *except* that if a patient's appointment is re-scheduled at patient's request, then the unapplied deposit shall be refunded within 7 business days after the date of the re-scheduled appointment if the services are not completed at that time for any reason other than re-scheduling at the patient's request.

27. ADMI shall return any unexpended Deposit, or portion thereof, to any Massachusetts Consumer within 5 business days after the Massachusetts Consumer's request for the return of such Deposit to any employee of ADMI or a Massachusetts Practice, whether such request is made in person, by phone, or in writing.

28. ADMI and Associates shall not state or imply, orally or in writing, that any outstanding balance in a Dormant Account will be automatically returned to a Massachusetts

Consumer, unless all exceptions, reductions and/or limitations on the policy are Clearly and Conspicuously disclosed.

**C. Refund Policies**

29. ADMI and Associates shall cause to be Clearly and Conspicuously disclosed to Massachusetts Consumers the exact nature and extent of any and all policies concerning refunds for dental services at the Massachusetts Offices prior to payment for dental services.

30. ADMI and Associates shall not misrepresent the nature and terms of the policy concerning refunds for services at the Massachusetts Offices.

31. ADMI and Associates shall perform any and all promises made to a Massachusetts Consumer in connection with the refund policy described in paragraph 29, including policies concerning the return of unexpended Deposits.

32. ADMI shall enter all non-clinical complaints by Massachusetts Consumers received by ADMI from Massachusetts Consumers and from the Massachusetts Practices into ADMI's tracking and monitoring system. ADMI shall periodically notify the Massachusetts Practices that they must, pursuant to this Assurance, forward such complaints to ADMI for tracking purposes. ADMI, on behalf of the applicable Massachusetts Practice, shall investigate and attempt to resolve all such complaints within 15 days of the patient's initial complaint. ADMI shall make good faith efforts to make refunds within 5 business days of determining that a refund is due.

33. ADMI shall not knowingly require that anyone other than a Massachusetts licensed dentist approve a refund to a Massachusetts Consumer.

**D. Third Party Credit Arrangement**

a. Disclosures

34. Prior to any Massachusetts Consumer completing an application for any Third Party Credit Arrangement at any Massachusetts Office, ADMI shall require that all material terms of the Third Party Credit Arrangement, including any applicable written agreement be disclosed to the patient in writing.

35. Prior to any Massachusetts Consumer completing an application for a Third Party Credit Arrangement at any dental office of Associates, Associates shall disclose to the patient in writing all material terms of the Third Party Credit Arrangement, including any applicable written agreement.

36. ADMI and Associates shall not misrepresent any information concerning a Third Party Credit Arrangement, including that ADMI and Associates shall not describe any third party credit card as a “payment plan,” “credit line,” “line of credit,” or “loan.”

37. ADMI shall not facilitate the enrollment of, and Associates shall not enroll, a Massachusetts Consumer in a Third Party Credit Arrangement without the Massachusetts Consumer’s written authorization.

b. Training

38. ADMI shall enhance its training curriculum regarding Third Party Credit Arrangements for which Massachusetts Consumers may apply at the Massachusetts Offices (the “Training”). The Training shall be for all Office Employees and shall include a web-based training program that explains (a) the terms and conditions of any Third Party Credit Arrangements for which Massachusetts Consumers may apply at the Massachusetts Offices, (b) the applicable elements of this Assurance, and (c) the requirements of the Transparency

Principles or other substantially similar requirements relating to Third Party Credit Arrangements other than CareCredit. ADMI's web-based training shall prevent Office Employees from skipping pages, and include post-training testing, which the Office Employees must pass before being permitted to process new applications for Third Party Credit Arrangements.

39. Within ninety (90) days after the Effective Date, ADMI shall obtain a written certification or digital acknowledgement that each Office Employee completed the Training since the Effective Date, which ADMI shall retain for four years. Thereafter, ADMI shall re-train each Office Employee at least every two years, and keep certifications or acknowledgements of such retraining for at least four years.

**E. Charges for Toothbrushes**

40. ADMI and Associates shall not accept payment from a Massachusetts Consumer for any toothbrush, unless it is Clearly and Conspicuously disclosed to the Massachusetts Consumer, prior to payment for the toothbrush, (i) that the item being purchased is a toothbrush (including an electric toothbrush, as appropriate), (ii) the amount charged for the toothbrush, and (iii) the fact that the patient may return the unopened toothbrush for a full refund no later than 15 days after the completion of treatment.

41. ADMI, on behalf of the Massachusetts Practices, shall refund the amount paid for any toothbrush to a Massachusetts Consumer within 5 business days after the consumer's request for a refund to any employee of ADMI or a Massachusetts Practice, and return of the unopened toothbrush, provided that such request is made within 15 days after receipt of the toothbrush by the consumer.

**F. Treatment Plans**

42. ADMI and Associates shall provide good faith estimates to Massachusetts Consumers of the cost of any dental services prior to the services, or if impractical, prior to the conclusion of that office visit.

43. ADMI and Associates shall not knowingly permit an individual who does not hold a valid license to practice dentistry in the Commonwealth, including an Office Employee, to have final decision-making authority over the selection and course of treatment for a Massachusetts Consumer.

**G. Restitution New Patient Exam & X-Ray**

44. Within ninety (90) days after the Effective Date, ADMI, on behalf of the Massachusetts Practices, shall pay to each Massachusetts Consumer who received and paid for some or all of a New Patient Exam and/or New Patient X-Ray and were not charged for dental services at the Massachusetts Offices an amount equal to or in excess of his/her maximum annual dental insurance benefit during the same year in which he/she received the New Patient Exam and/or New Patient X-Ray, the amount paid by each Massachusetts Consumer, whether by cash, check, or credit card, for the New Patient Exam and/or New Patient X-Ray. ADMI, on behalf of the Massachusetts Practices, shall make each such payment by check payable to the Massachusetts Consumer and sent by first-class mail to each affected individual along with a letter, in the form attached hereto as Exhibit B. Each such check shall be valid for at least 90 days from the date of issuance.

45. Within ninety (90) days after the Effective Date, ADMI, on behalf of the Massachusetts Practices, shall pay to each Massachusetts Consumer who (a) received and paid for some or all of a New Patient Exam and/or New Patient X-Ray and (b) were charged for



dental services at a Massachusetts Office in an amount equal to or in excess of his/her maximum annual dental insurance benefit during the same year in which he/she received the New Patient Exam and/or New Patient X-Ray, (i) the amount paid by each Massachusetts Consumer, whether by cash, check, or credit card, for the New Patient Exam and/or New Patient X-Ray plus (ii) an amount equal to \$250,000 divided by the total number of Massachusetts Consumers who paid for dental services at a Massachusetts Office covered by insurance in amount equal to or in excess of his/her maximum annual dental insurance benefit during the same year in which he/she received the New Patient Exam and/or New Patient X-Ray. ADMI, on behalf of the Massachusetts Practices, shall make each such payment by check payable to the Massachusetts Consumer and sent by first-class mail to each affected individual along with a letter, in a form attached hereto as Exhibit C. Each such check shall be valid for at least 90 days from the date of issuance.

46. Within one-hundred and twenty (120) days after the Effective Date, ADMI shall submit to the Commonwealth a report signed by a corporate officer attesting that ADMI, on behalf of the Massachusetts Practices, has (i) performed a reasonably diligent review of all billing records concerning New Patient Exams and New Patient X-Rays, and (ii) made all payments to Massachusetts Consumers described in paragraphs 44 and 45.

47. Within two-hundred and forty (240) days after the Effective Date, ADMI shall submit to the Commonwealth a report signed by a corporate officer attesting to the total dollar amount of all checks issued in accordance with paragraphs 44 and 45 of this Assurance that were cashed or deposited. Along with such report, ADMI, on behalf of the Massachusetts Practices, shall pay to the Commonwealth any amount by which \$777,000 exceeds the payments made in accordance with paragraphs 44 and 45 that were cashed or deposited. Nothing in this paragraph limits Defendants' obligations under paragraphs 44 and 45 to \$777,000. Any payment to the

Commonwealth under this paragraph shall be made by electronic funds transfer to the Commonwealth to an account identified by the Attorney General for direction into the General Fund.

**H. Restitution of Balances in Dormant Accounts**

48. Within one hundred and twenty (120) days after the Effective Date, ADMI, on behalf of the Massachusetts Practices, shall pay the outstanding balance in each Dormant Account to the Massachusetts Consumer identified in ADMI's records as the owner of each such Dormant Account. ADMI shall make each such payment by check payable to the Massachusetts Consumer identified in Defendants' records as the owner of each such Dormant Account and sent by first-class mail to each affected individual along with a letter, in the form attached hereto as Exhibit D. Each such check shall be valid for at least 90 days from the date of issuance.

49. Within one-hundred and eighty (180) days after the Effective Date, ADMI, on behalf of the Massachusetts Practices, shall submit to the Commonwealth a report signed by a corporate officer attesting that it has (i) performed a reasonably diligent review of all Dormant Accounts, and (ii) made all payments described in paragraph 48.

50. Within two-hundred forty (240) days after the Effective Date, ADMI, on behalf of the Massachusetts Practices, shall attempt to issue a credit in the amount of the remaining balance in the Dormant Account to the third party credit card which was used in the original transaction for any Massachusetts Consumers who originally paid into the Dormant Account using a third party credit card, if, after ADMI having complied with paragraphs 48 and 53, the refund check has still not been cashed or deposited.

51. Within three hundred (300) days after the Effective Date, ADMI, on behalf of the Massachusetts Practices, shall submit to the Commonwealth a report signed by a corporate

officer attesting to the total dollar amount of all checks issued in accordance with paragraph 48 that were cashed or deposited, and credits that were issued and accepted in accordance with paragraph 50.

52. Amounts paid by checks issued pursuant to paragraph 48 that remain uncashed for the applicable length of time under G.L. c. 200A, except for checks to those Massachusetts Consumers whom ADMI successfully issues credits under paragraph 50, shall be considered to be abandoned “property” as defined in G.L. c. 200A, § 1. Any such uncashed checks shall be reissued by ADMI at the request of the consumer until such time as the value of same is surrendered to the state treasurer, pursuant to G.L. c. 200A, § 8A. Pending such surrender, ADMI shall comply with all provisions of G.L. c. 200A, including but not limited to providing the treasurer with all reports required by G.L. c. 200A. ADMI shall, upon request, provide copies of all such reports to the Attorney General.

53. Within thirty (30) days of ADMI, on behalf of the Massachusetts Practices, receiving any mailing, letter, and/or check that it is required to send by this Assurance, including by paragraphs 44, 45 or 48, hereof (“Mailing”), returned by the U.S. Postal Service because the mailing address was incorrect, ADMI, on behalf of the Massachusetts Practices, shall make reasonable efforts to identify the recipient’s correct mailing address and resend such Mailing. Such reasonable efforts shall require, at a minimum, that Defendants (i) resend any Mailing to any forwarding address provided by the U.S. Postal Service, (ii) retain an address research firm, which may be an on-line service, to obtain an updated address for any person whose Mailing is returned by the U.S. Postal Service without a forwarding address, and (iii) resend any Mailing to any forwarding address provided by the address research firm. Notwithstanding the above provisions of this paragraph, ADMI, on behalf of the Massachusetts Practices, shall not be

required to make any effort to identify the correct mailing address and resend any Mailing where the enclosed payment is less than ten dollars (\$10).

**I. Payment to Commonwealth**

54. Within twenty-one (21) days of the Effective Date, ADMI shall pay to the Commonwealth \$220,000, which includes the costs of the Attorney General's investigation. The payment shall be made by electronic funds transfer to the Commonwealth to an account identified by the Attorney General for direction into the General Fund.

**J. General Provisions**

55. Nothing in this Assurance shall require the Commonwealth, the Attorney General or an individual that receives a payment from Defendants to pay any amount to Defendants.

56. In consideration of Defendants' promises contained herein, the Commonwealth shall not proceed with or institute a civil action or proceeding pursuant to G.L. c. 93A against ADMI, Associates, or the Non-Party Practices, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, multiple damages, attorneys' fees or costs, for any acts or practices based on the Allegations prior to the Effective Date. This Assurance does not resolve and shall not be deemed a waiver of any other actual or potential claims the Commonwealth may have against Defendants. It does not resolve any claims by any party other than the Commonwealth. This Assurance similarly does not resolve any actual or potential claims by the Commonwealth against any other parties.

57. This Assurance represents the entire agreement between the Commonwealth and Defendants concerning the matters addressed herein. It supersedes any prior agreement, understandings or stipulations between the parties regarding the subject matter hereof.

58. Any time period within which a party must perform, or begin to perform, or

complete an obligation of this Assurance may be extended upon written agreement of the parties.

59. This Assurance shall be binding on Defendants, as well as, their agents, servants, employees, successors, and assigns, whether by sale of assets, merger, or otherwise.

60. This Assurance shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

61. This Assurance shall be filed in the Superior Court of Suffolk County. The Superior Court has and shall retain jurisdiction over this Assurance.

62. This Assurance shall not relieve Defendants of any obligations to comply with all applicable federal, state, and local laws and regulations.

63. No provision of this Assurance is intended, either expressly or by implication, to represent, admit or find as a fact that ADMI engages in the practice of dentistry. Further, no provision of this Assurance requires, either expressly or by implication, that ADMI in fact engage in the practice of dentistry in order to comply with the provisions of this Assurance.

64. Except for purposes of its enforcement, no part of this Assurance, including without limit any statements or notices required by this Assurance, shall be construed or admitted into evidence as an admission of liability by ADMI or Associates or any of their respective parent corporations, subsidiaries, affiliates, officers, directors, employees, predecessors, successors, insurers, reinsurers, or assigns, in any other proceeding, and any such liability is expressly denied by ADMI and Associates.

65. This Assurance is not intended to impair any right of action that any person or entity might have against Defendants. This Assurance is not intended to impair any right of action that the Defendants, jointly or severally, may have against any other person or entity.

66. By virtue of the provisions of G.L. c. 93A, § 5, any violation of the terms of this

Assurance by Defendants, their agents, servants, employees, successors, and assigns after the date of this Assurance shall constitute prima facie evidence of a violation of G.L. c. 93A, § 2, in any civil action or proceeding commenced by the Attorney General.

67. Prior to commencing an action for violation of this Assurance, the Attorney General will notify ADMI and/or Associates in writing of such failure to comply, if in the Attorney General's sole discretion the failure to comply does not threaten the health or safety of the citizens of Massachusetts. ADMI and/or Associates shall then have fifteen (15) business days from receipt of such written notice, before which time the Attorney General will not commence any action for violation of this Assurance, to provide a good faith written response to the Attorney General's determination. The response shall contain, at a minimum, either:

- a. A statement explaining why ADMI and/or Associates believes they are in full compliance with the Assurance; or
- b. A detailed explanation of how the alleged violation(s) occurred; and
  - i. A statement that the alleged breach has been addressed and a description of the action taken by ADMI and/or Associates to address the breach; or
  - ii. A statement that the alleged breach cannot be reasonably addressed within fifteen (15) business days from receipt of the notice, but (1) ADMI and/or Associates has begun to take corrective action to address the alleged breach; (2) ADMI and/or Associates is pursuing such corrective action with reasonable and due diligence; and (3) ADMI and/or Associates has provided the Attorney General with a detailed and reasonable timetable for addressing the alleged breach.

Nothing in this paragraph 67 shall be interpreted to limit the Commonwealth’s authority to issue Civil Investigative Demands (“CID”), bring a lawsuit under G.L. c. 93A, § 4, or proceed otherwise, to the extent such authority exists under applicable law.

68. Defendants shall comply with all reasonable inquiries and requests from the Attorney General regarding the implementation of the terms contained within this Assurance.

69. Defendants hereby accept the terms and conditions of this Assurance of Discontinuance and waive any right to challenge it in any action or proceeding.

70. Any notices or communications required to be transmitted between the Commonwealth and Defendants pursuant to this Assurance shall be provided in writing by first class mail, postage prepaid, and by electronic mail to the parties or successors as follows, unless otherwise agreed in writing.

<i>To the Commonwealth of Massachusetts</i>	<i>To Defendants</i>
Eric Gold Assistant Attorney General Office of the Attorney General One Ashburton Place Boston, MA 02108 Eric.Gold@state.ma.us	Dean Richlin Foley Hoag LLP Seaport World Trade Center West 155 Seaport Boulevard Boston, MA 02210-2600 Email: DRichlin@foleyhoag.com

71. The undersigned, Robert A. Fontana, Chief Executive Officer, of Aspen Dental Management Inc. and Michael J. Compagni, attorney for Aspen Dental Associates of New England, P.C., represent that they are each duly authorized to execute this Assurance on behalf of Aspen Dental Management, Inc. and Aspen Dental Associates of New England, P.C. respectively, and to bind each entity respectively to all applicable provisions of the Assurance, and that on behalf of Aspen Dental Management, Inc. and Aspen Dental Associates of New England, P.C. they voluntarily enter into this Assurance.

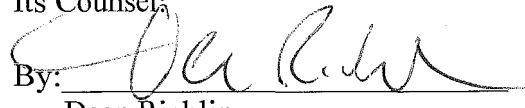
ASPEN DENTAL MANAGEMENT, INC.

By:  \_\_\_\_\_

Robert A. Fontana  
Chief Executive Officer

Date: 12/17/14

Its Counsel:


By:  \_\_\_\_\_

Dean Richlin  
Foley Hoag LLP  
Seaport World Trade Center West  
155 Seaport Boulevard  
Boston, MA 02210-2600  
Ph: 617-832-1140  
Email: DRichlin@foleyhoag.com

Date: 12/19/14



ASPEN DENTAL ASSOCIATES OF NEW ENGLAND, P.C.

By: 

Michael J. Compagni  
Attorney For Aspen Dental Associates of New England, P.C.

Date: 12/18/14

Its Counsel:


By: 

Michael J. Compagni  
Cohen Compagni Beckman Appler & Knoll, PLLC  
507 Plum Street, Suite 310  
Syracuse, New York 13204  
Ph: 315-477-6213  
Email: mcompagni@ccblaw.com

Date: 12/18/14

COMMONWEALTH OF MASSACHUSETTS  
ATTORNEY GENERAL MARTHA COAKLEY

By: \_\_\_\_\_

  
Eric M. Gold (BBO # 660393)  
Assistant Attorney General  
Health Care Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108-1598  
Ph: 617-727-2200  
Email: Eric.Gold@state.ma.us

Date: 12/22/2014

## SCHEDULE 1

A.D. Dental, P. C.

Arul, P.C.

Arul, P.C. of Dedham

Aspen Dental Associates of Hudson Valley, PLLC

CMM Dental, P.C.

Dr. Zhiqiang Huang, DMD, P.C.

Jana M. Sokol, D.M.D., P.C.

Jasmin Henville, DMD, P.C.

Jebediah S. Christy, D.D.S, P.C.

Jebediah S. Christy, D.D.S. - Walpole, P.C.

Kalpana Kaveti, D.M.D., P.C.

Melissa M. Thompson, D.M.D., P.C.

Dr. Young Park Dental Group - Medford, PLLC

Patrick Dermesropian, PLLC

Taylor Dental, P.C.

**EXHIBIT A**  
**(Transparency Principles)**

CareCredit promotes full transparency and disclosure to all applicants for its health-care financing program (the "CareCredit Program"). To assure that applicants are aware of several key attributes of the CareCredit Program, you hereby agree as follows:

- 1) You will ensure that those persons in your Office who discuss the CareCredit Program with applicants must take and pass the CareCredit training, and receive official certification by CareCredit based on its official training.
- 2) You must obtain each applicant's signature on the plainly worded disclosure form that is on the top of the application, which must be counter-signed by the staff member responsible for explaining CareCredit to that applicant. Failure to keep and, upon request, produce this disclosure form to CareCredit will expose your office to an automatic chargeback upon dispute. In addition, a copy of the application packet and an unsigned disclosure form must be given to the applicant.
- 3) You and your staff must inform all CareCredit applicants of the following:
  - (a) CareCredit is a credit card and is NOT an in-house credit program.
  - (b) The deferred interest program carries an APR of 26.99%, which accrues on the outstanding balance during the promotional period. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period.
  - (c) Cardholder accounts should only be charged for those costs incurred or services actually rendered within 30 days of the charge; if services are not rendered within 30 days, the consumer has the right to an automatic refund from you for services not yet rendered. Additional services may be billed as you provide them to the consumer.
  - (d) For all in-office applications, you are required to give consumers a three-day "cooling off" period, such that no transaction should be charged on a CareCredit card within three (3) days of an initial application. CareCredit's contracts shall include a "safe harbor" from the "cooling off" period, allowing you the ability to charge no more than \$1,000 within three (3) days of a new in-office application for services completed in a single visit at the consumer's request. For any charge for services or products ordered above this "safe harbor" amount within three (3) days of an initial application, CareCredit shall provide every consumer with an unqualified right to reverse such transactions from their CareCredit accounts, even if services are, in fact, rendered. The consumer may, however, remain responsible for services actually rendered above \$1,000. This provision does not apply to vision and veterinary services.
  - (e) You must respond to inquiries from CareCredit regarding consumer complaints within 21 days of the date of inquiry or be subject to a chargeback of the amount in dispute.
- 4) You will maintain a fair refund policy, including making refunds in accordance with 2 and 3 (c) above, which CareCredit has the right to review.
- 5) These program changes are designed to provide transparency for patient cardholders. CareCredit reserves the right to monitor your adherence to these and other CareCredit policies. Providers who violate these policies will be subject to chargebacks as well as to termination.

**EXHIBIT B**  
**(Checks for Initial Exam and/or X-Ray Co-Payment)**

[ASPEN DENTAL LETTERHEAD]

[PATIENT'S NAME AND ADDRESS]

Re: Aspen Dental Account No. [PATIENT ACCOUNT ID]

Dear [PATIENT'S NAME]:

Under the terms of an Assurance of Discontinuance entered into with the Office of Massachusetts Attorney General Martha Coakley, you are receiving the enclosed check for amounts due to you as a result of your payments to Aspen Dental. You are entitled to the enclosed check without any further action.

The amount of the enclosed check represents the amount that you paid Aspen Dental for an initial dental exam and/or initial x-ray.

**Please cash or deposit the enclosed check at your earliest convenience. The enclosed check may not be cashed or deposited after ninety (90) days from the date of the check. Your failure to cash or deposit the check within ninety (90) days from the date of the check will forfeit your right to payment under the above-referenced Assurance of Discontinuance.**

If you have any questions, please call [ASPEN DENTAL TELEPHONE NUMBER].

Sincerely,

[ASPEN DENTAL REPRESENTATIVE]

**EXHIBIT C**

**(Checks for Initial Exam and/or X-Ray Co-Payment plus Amounts in Excess of Max)**

[ASPEN DENTAL LETTERHEAD]

[PATIENT'S NAME AND ADDRESS]

Re: Aspen Dental Account No. [PATIENT ACCOUNT ID]

Dear [PATIENT'S NAME]:

Under the terms of an Assurance of Discontinuance entered into with the Office of Massachusetts Attorney General Martha Coakley, you are receiving the enclosed check for amounts due to you as a result of your payments to Aspen Dental. You are entitled to the enclosed check without any further action.

The amount of the enclosed check represents the amount that you paid Aspen Dental for an initial dental exam and/or initial x-ray plus an estimate of the amount your insurer paid for the initial exam and/or x-ray that exceeded your maximum annual insurance benefit.

**Please cash or deposit the enclosed check at your earliest convenience. The enclosed check may not be cashed or deposited after ninety (90) days from the date of the check. Your failure to cash or deposit the check within ninety (90) days from the date of the check will forfeit your right to payment under the above-referenced Assurance of Discontinuance.**

If you have any questions, please call [ASPEN DENTAL TELEPHONE NUMBER].

Sincerely,

[ASPEN DENTAL REPRESENTATIVE]

**EXHIBIT D**  
**(Checks for Return of Dormant Accounts)**

[ASPEN DENTAL LETTERHEAD]

[PATIENT'S NAME AND ADDRESS]

Re: Aspen Dental Account No. [PATIENT ACCOUNT ID]

Dear [PATIENT'S NAME]:

Under the terms of an Assurance of Discontinuance entered into with the Office of Massachusetts Attorney General Martha Coakley, you are receiving the enclosed check for amounts due to you as a result of your payments to Aspen Dental. You are entitled to the enclosed check without any further action.

The amount of the enclosed check represents the remaining amount of your deposit to Aspen Dental that was not used to pay for dental services.

**Please cash or deposit the enclosed check at your earliest convenience. The enclosed check may not be cashed or deposited after ninety (90) days from the date of the check. Your failure to cash or deposit the check within ninety (90) days from the date of the check will forfeit your right to payment under the above-referenced Assurance of Discontinuance.**

If you have any questions, please call [ASPEN DENTAL TELEPHONE NUMBER].

Sincerely,

[ASPEN DENTAL REPRESENTATIVE]

# **EXHIBIT B**



# AspenDental / simply easier<sup>SM</sup>

## We offer all dental and denture services, plus

- we work with all insurances
- everyday low prices
- flexible financing options available<sup>(1)</sup>
- no surprises, no hidden fees
- extended hours for your convenience

NO INSURANCE?  
**FREE**  
**EXAM & X-RAYS**  
 FOR NEW PATIENTS<sup>(4)</sup>

EXHIBIT  
 21  
 Process  
 3-5-20  
 PENGAD 800-631-6688

## High quality dentures made affordable

- same day repairs starting at \$79<sup>(2)</sup>
- free, no obligation denture consultation
- custom crafted in our on-site denture labs
- speedy turnaround in as little as 24 hours
- molar-to-molar warranties<sup>(3)</sup>
- natural fit, look, and feel

DENTURE  
**MONEY BACK**  
**GUARANTEE**<sup>(5)</sup>



**EMERGENCIES & WALK-INS WELCOME**  
 Schedule an appointment today

**Brockton**  
**774-257-4485**

**East Walpole**  
**508-505-4335**

**Medford**  
**857-400-0896**

**Peabody**  
**978-548-6437**

**Saugus**  
**339-203-6357**

**Chelmsford**  
**978-364-2615**

**Hanover**  
**781-312-2099**

**Methuen**  
**978-651-1802**

**Quincy**  
**857-284-8778**

**Waltham**  
**781-810-8764**

**Dedham**  
**339-204-4104**

**Leominster**  
**978-786-3111**

**Natick**  
**508-271-7601**

**Raynham**  
**508-738-2031**

**Woburn**  
**339-645-0540**

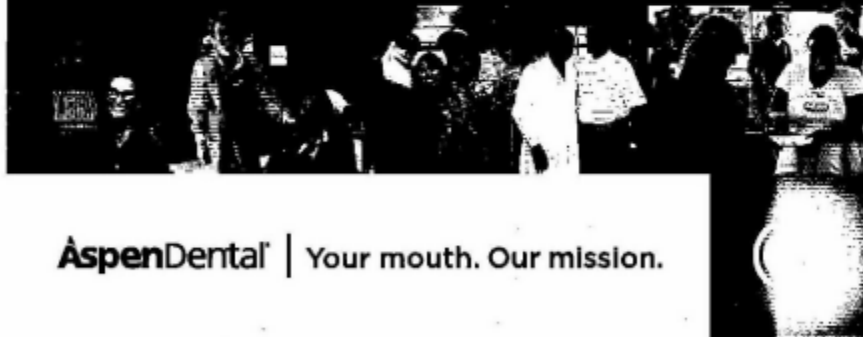
For a list of practicing dentists, please visit [aspental.com](http://aspental.com).

Arut Srinivasan, DMD; Zhiqiang Huang, DMD; Jennifer Taylor, DMD; Jehediah S. Chichy, DDS; Melissa M. Thompson, DMD; Catherine Murphy, DDS; Dennis Pezolesi, DMD. 1 Subject to credit approval and minimum purchase amounts, as determined by third party financing sources. 2 Subject to doctor evaluation and prescription. 3 Length of warranty dependent on denture style selected. Warranties range from 6 months to 7 years. 4 For new patients that do not have dental insurance unless insured by Delta Dental of MA. New patients must be 21 or older to receive free exam and x-rays. 5 Minimum \$170 value. Minimum savings is based on a comprehensive exam and full X-ray series; the value of the savings will vary based on doctor recommendation. Discounts cannot be combined with other offers or dental discount plans. 5 Denture Money-Back Guarantee applies to all full and partial dentures and covers the cost of the permanent denture(s) only. The guarantee period begins upon insert of final denture or hard reline and refund request must be submitted within 90 days thereafter. Denture(s) must be returned within 90 days after refund request date. Offers must be presented at first visit. Offers expire 6/30/20. © 2019 Aspen Dental Management, Inc.

Client: 4730917 - Aspen Dental  
 Artwork ID: 47309171900279  
 UDAC: FPU  
 Columns: 3  
 Spec: 534x714  
 Directory: 033090 MA GREATER BOSTON  
 Pub: SPR0766  
 Close Date: 3/11/2019  
 Heading: DENTISTS

# **EXHIBIT C**

# One-Liners



**AspenDental** | Your mouth. Our mission.

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# Index

1. Digital Image (X-Rays)
2. Email Capture
3. Medicare and Medicaid
4. Nitrous Oxide
5. Promotions and Pricing
6. Saturdays and Holidays
7. Denture Repair
8. Same Day Procedures
9. Insurance
10. Empathy
11. First Visit Expectations
12. Dentures

# Introduction

Greetings!

This handy tool is full of one-liners. We gathered them by listening to lots of calls and working together to create a tool with some of our favorites.

Most are short, sweet and to the point. We think you'll like them.

If you are pretty new to the job, they will help you respond to some of the most common questions. If you are not so new, they will help freshen your words and give you new language to try out.

No surprises, no big changes. Just a handy tool made for you, by you! Got some really good one-liners you want to share? Send them to [CCmgmt@aspendental.com](mailto:CCmgmt@aspendental.com).

Thanks for all you do and Happy Appointing!

**INDEX | INTRODUCTION**

---

# Digital Imaging (X-Rays)

- We take digital images to make sure there are no underlying issues.
- We take x-rays to make sure there are no underlying issues so that we can provide you with the best fit possible for your dentures.
- If you decide not to continue with Aspen Dental, we will provide you with your x-rays to take with you.

## SECTION 01 | DIGITAL IMAGING

---

# Email Capture

- To which email address should we send your appointment confirmation?
- There is a link to the new patient paperwork in your email confirmation.
- Your email will not be used for solicitation purposes or sold to third parties.
- I would like to send you the new patient paperwork so which address may I use?
- For confirmation purposes - which email address would you like me to use?
- Which email address may I use for appointment confirmations?

## SECTION 02 | EMAIL CAPTURE

---

# Medicare and Medicaid

- We're not working with any state or federally funded programs which includes Medicaid or Medicare but we are happy to work with you so that you can get the care you need.
- The best news is, if you are over 21 and have never been to Aspen Dental, I can waive the fee (check facility reference for exceptions) so you can come in for the first visit to see the dentist and we can talk about the best treatment for you.
- When you come in for your free appointment, my Office Manager (insert name) will discuss the financing options we offer if you decide to proceed with your care.
- Just come in and see the dentist. You can then decide if you want to proceed. There's no obligation.
- You're under no obligation if you decide you don't want to continue your treatment with us. You can even take your x-rays with you, no questions asked.

---

# Nitrous Oxide

- I am so sorry, we do not use nitrous oxide, but our doctor will do everything he/she can to make you comfortable.
- We have a highly trained staff that will take good care of you.
- (Insert patient's name), come in and meet the doctor. I am sure we can get you out of pain. We don't use nitrous oxide, but there are other methods we can use to prepare you for whatever the doctor recommends.
- I know dental procedures can be scary. I think once you meet the doctor, you'll feel better. You can discuss your concerns and he/she will make a recommendation on what is best for you. But, no we do not use nitrous oxide.



# Promotions and Pricing

- The best news is, if you are over 21 and have never been to Aspen Dental, I can waive the fee (check facility reference for exceptions) so you can come in for the first visit to see the dentist and we can talk about the best treatment for you.
- The office team will do everything they can to make sure you're totally satisfied with your dentures. As a matter of fact, we guarantee it with our Denture Money Back Guarantee.
- We're so sure you'll be happy with your dentures that we offer a Denture Money Back Guarantee.
- Aspen Dental offers a variety of denture styles starting at just \$399 per plate (replacement denture). They're all custom-made... just for you... and they're made in the denture lab located right in the office.
- We work with most insurances. The only ones we don't work with are those funded by the state or federal government which includes Medicare or Medicaid.
- Aspen Dental's prices are very competitive with what you'll find in your area...often times they're lower. What's really great is that we have a number of financing options available. We'll do everything we can to work with you so you can get the care you need. The office manager will be happy to talk to you.
- I would like for the doctor to evaluate you and provide you with the exact pricing for your treatment plan.
- You're in luck we are currently offering X% off.
- That particular service starts at \$X.

## SECTION 05 | PROMOTIONS AND PRICING

# Saturdays and Holidays

- I'm happy to hold this appointment for you so that you can be sure to see the dentist on (insert date)
- I don't know of any other offices that are even open, so I'd love to make this appointment for you so that you'll be sure to see the dentist as soon as possible.
- I'd love to hold this appointment for you. I want you to know there is no cost or penalty if you decide to cancel.
- I want to hold this appointment for you just in case you can't get in to see your own dentist right away. If you're able to see your dentist, just call us back and we'll cancel your appointment. There's no cost to you at all.
- I totally understand and I want you to be seen as quickly as possible. That's why I'd like to hold this appointment for you so that you can be seen when the dentist is back in the office.
- You can decide to go to the emergency room or urgent care. They may be able to provide you temporary relief there; but you will still need to see a dentist. So let me hold this appointment for you.
- I want to be sure that you are protected and have an appointment for (insert date) in case you can't find anything sooner.

## SECTION 06 | SATURDAYS AND HOLIDAYS

# Denture Repair

- The best thing would be for you to come in so the doctor can look at your denture.
- It's really hard to tell you how much a repair will be until we actually see the dentures. The best thing is to just come in. I know that can be frustrating but let's get you in right away.
- I know you'd really like a ballpark price on what it will cost to repair your denture...and I'd really love to be able to do that...but it totally depends on what the doctor sees. The best thing would be for you to come and see the doctor.
- The good news is that at Aspen Dental we have a denture lab right in the office. Some denture repairs can be done while you wait.
- The good news is that at Aspen Dental we have a denture lab right in the office. Many denture repairs can be done the same day depending on when you see the doctor.
- The best thing for you is to come in and see the doctor. That way we can see what we can do for you.
- The denture technician will do their best to repair your denture but we won't know until you come in.
- The great thing is that at Aspen Dental we have a denture lab right in the office. This means we can do things pretty quickly.
- If pressed for a quote: Repairs start at \$29. The best thing is for you to come in so the doctor can see what's going on with your denture. Then we can tell you how much your repair will be.

## SECTION 07 | DENTURE REPAIR

# Same Day Procedures

- I hear that you are looking to have your tooth extracted today. The best thing is for you to come in and see the dentist and then the dentist will let you know how we can help you.
- I'm so sorry that you are in (pain, bleeding, swelling). The best thing is for you to come in and see the doctor. The doctor will talk to you about the best course of action to help you and get you the care you need.
- The doctor will evaluate your situation and then advise you how he/she would like to proceed.
- We need to evaluate you so that we can determine what type of cleaning is best for you. We will then get you scheduled with the hygienist as quickly as possible.
- On your first visit, the doctor will examine your mouth and then discuss the best plan of care for you. I heard you ask about a cleaning. After your exam, the office will schedule the cleaning for you.
- When you come in, the dentist and lab technician will take a look at your denture and discuss with you what can be done.
- The doctor needs to evaluate you so they he/she can determine what care you need. The office will get you scheduled with the hygienist as quickly as possible.
- Since you have never been seen at Aspen Dental, I would like to get you established as a new patient and have the doctor evaluate you to determine the type of cleaning that you need.

## SECTION 08 | SAME DAY PROCEDURES

# Insurance

- We work with most insurance plans.
- With a PPO plan you are able to go to any dentist.
- With a DHMO plan you have to be assigned to a specific office.
- Aspen Dental works with all insurances except for any state or federally funded programs which include Medicaid and Medicare.
- Usually the first visit is covered by your insurance as preventative care, but check with your insurance company to be sure.
- The office will verify your coverage and let you know exactly what your insurance covers when you come in for your first visit.
- We work with most insurance. The only ones we don't work with are those funded by the state or federal government which include Medicare or Medicaid.
- The best news is, if you are over 21 and have never been to Aspen Dental, I can waive the fee (check facility reference for exceptions) so you can come in for the first visit to see the dentist and we can talk about the best treatment for you.
- The office that you prefer to go to is currently not taking any more patients with your DHMO insurance; however our (insert office location) which is nearby will be able to see you.
- Please make sure you call your insurance company and provide them with the roster number and fax number so that they can get you assigned to our office.

## SECTION 09 | INSURANCE

# Empathy

## **For negative emotions:**

- I am sorry to hear that you are experiencing that (pain, bleeding swelling)
- It's unfortunate that you are having to experience that (pain, bleeding swelling)
- I can hear how upset you are. Tell me more about what's going on.
- I can hear how important this is to you.
- I understand this can be frustrating.
- I'm sorry to hear that you're in this situation. I'd like to help.
- Let's see if we can solve this together.
- We always appreciate patients who take the time to give us their feedback. I'll pass what you've said onto our management team.
- Thanks for alerting us to the bad service you have received. This is what I can do.
- I'm sorry you've had such a bad experience. I'd like to try and help.
- I can completely understand. If that happened to me, I'd be really upset too.
- I hate that you had to make this call today.

## **Empathy for positive emotions:**

- That's great! Congratulations. Let's get you some great dentures for the occasion.
- I hear how scared you are, you should be very proud of yourself for calling.
- I am so glad you worked up the courage to call us. I am so happy for you.
- Way to go! You took the first step by calling. I'll help with the rest.

# First Visit Expectations

- On your first visit, the doctor will look at your mouth and talk to you about the best plan of care for you.
- On your first visit the doctor will examine your mouth and discuss with you the best way to move forward with your care.
- The best thing is for you to come in and see the doctor. The doctor will look at your mouth and then talk to you about the best course of action to help you get the care you need.
- I'm so sorry to hear that you're in pain. We'll get you in right away. Then the doctor will examine your mouth to decide the best treatment to get you out of pain.
- You'll want to plan on about 90 minutes for your first visit. The doctor will take a look at your mouth and talk about the treatment that is right for you.
- I'm so sorry that you are in (pain, etc.). The best thing is for you to come in and see the doctor. The doctor will talk to you about the best course of action to help you and get you the care you need.
- On your first visit, the doctor will examine your mouth and then discuss the best plan of care for you. I heard you ask about a cleaning. After your exam, the office will schedule the cleaning for you.
- When you come in, the dentist and lab technician will take a look at your denture and discuss with you what can be done.
- On your first visit, your child will get their cleaning and the doctor will examine their mouth and then discuss the best plan of care for your child.

# Dentures

- We have a variety of custom crafted replacement dentures starting at \$399 per plate.
- You and the doctor can discuss the denture that is best for you. The best thing is to just come in and meet with the doctor.
- The great news is that all Aspen Dental practices have a denture lab right in the office. This means your doctor and denture technician work closely with you every single step of the way.
- Having a denture lab right in the office means you'll get your dentures quickly—usually takes only a couple of visits (2-4).
- Here's another thing I think you'd like to know. If you're getting dentures for the first time, you should know that you'll never be without teeth. (We'll take impressions of your mouth ahead of time and your dentures will be waiting chair side after your extractions).
- Your doctor and lab technician will work together to make sure you have the proper fit.
- During your first visit the doctor will do an exam and talk to you about dentures and the best denture style for you.
- We have great selection of dentures...all custom crafted and made just for you. Your doctor will work with you to find the best fit for you.
- Aspen Dental specializes in dentures.
- The office team will do everything it can to make sure you're totally satisfied with your dentures. As a matter of fact, we guarantee it with our Denture Money Back Guarantee.
- We're so sure you'll be happy with your dentures that we offer a Denture Money Back Guarantee.
- The great thing is that at Aspen Dental we have a denture lab right in the office. This means we can do things pretty quickly.
- Thanks for calling about dentures. We're really good at doing dentures and I think you'll be happy with them. The best thing is for you to come on in. You'll be in great hands with Dr. XX.



# **EXHIBIT D**

# COMMON BARRIERS

## FEAR

- ⇒ The Unknown
- ⇒ The Dentist
- ⇒ Past Experience
- ⇒ Embarrassment

## COST

- ⇒ No Insurance
- ⇒ Medicaid/Medicare
- ⇒ Fixed Income

## SAME DAY (SELF DIAGNOSING)

- ⇒ Extraction/Pain-relief
- ⇒ Cleaning
- ⇒ Tooth Whitening

## CONVENIENCE

- ⇒ Time/Schedule
- ⇒ No Transportation
- ⇒ On-the-road/Travel
- ⇒ Needs multiple services

*D'Aang*  
EXHIBIT NO. 1  
*2/27/20*  
M.D O'Connor

# VALUE FEATURES

- ⇒ **State of the art facilities**
- ⇒ **Multiple locations**
- ⇒ **Convenient Locations**
- ⇒ **We offer Specialists**
- ⇒ **Comprehensive Services**
- ⇒ **Visits are free to hold/cancel**
- ⇒ **Financing options**
- ⇒ **NPA free/\$19**
- ⇒ **Promotions**
- ⇒ **Affordable fees**
- ⇒ **Peace of mind**
- ⇒ **We accept discount plans and work with most insurances**
- ⇒ **Flexible Hours: Saturdays, Late and Early schedules**
- ⇒ **Staff: Empathetic, compassionate, caring, non-judgmental, professional, Knowledgeable**

# **DENTURE**

## **VALUE FEATURES**

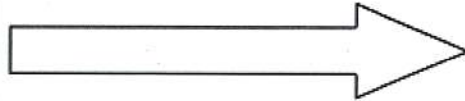
- ⇒ **Specialize in Dentures**
- ⇒ **On-Site Labs**
- ⇒ **Various Styles/ Options**
- ⇒ **Custom Designed**
- ⇒ **Never without Teeth**
- ⇒ **Promotional Pricing**
- ⇒ **Affordable Pricing**
- ⇒ **Warranties**

# Patient Barriers and Value Statements

## Barriers



**FEAR**

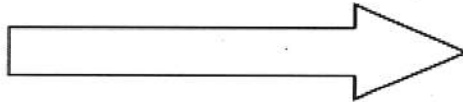


## Value Features


- Caring staff
- Highly trained
- Will listen to your concerns and fears and work with you



**CONVENIENCE**



- Multiple locations
- Evening hours
- Saturday hours



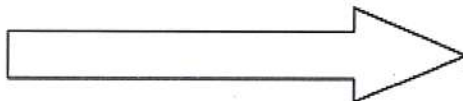
**Same Day  
Procedure**



- Free NPA if meet criteria
- Staff (caring, knowledgeable)
- Free to hold
- Peace of mind/support



**COST**



- Affordable prices
- Flexible financing
- Manager who will discuss all options with you

# **EXHIBIT E**

# hygiene huddle



## Hygiene Metrics

### What I need to know:

- Metrics are a large collection of data that empowers leaders to make business decisions to grow revenue, improve efficiency, and achieve organizational goals.
- Aspen Dental has over 200 metrics and a few of them are displayed on the Office Home Page and the Hygiene Dashboard. There is no financial gain in modifying account activities to inflate the metrics. If metrics are strong but revenue isn't, they are simply masking a performance issue. Metrics are designed to be a tool to show you opportunities, and are very valuable when used in that manner.
- Below are some healthy hygiene metric bench marks to help gauge your business
  - \$1,500 hygiene daily average
    - View your schedule 3-4 weeks in advance and use reports (missed appointment, open work, recall) to build it
    - Alert your team on low appointment value days and team should create urgency for same day starts
  - 70-75% Hygiene UCF
    - This is the percent of revenue being paid from both insurance and patient portion for hygiene services.
    - Non-covered procedures improve this metric. Overall low value appointments or visits with only services insurance covers negatively impact this.
    - Forced appointments negatively impact this measure by creating an unbalanced schedule.
  - 40% Perio to Prophy Ratio (4341, 4342, 4910 vs 1110, 1120, 4346)
    - 47.2% of the population has periodontal disease (Not including gingivitis).
    - Use smart scheduler to build balanced, productive schedules
    - Set expectations for Perio Maintenance patients and have them be aware of next visit fees at check out
  - 90% Adjunct to Patient Appt Ratio
    - In office fluoride is included
    - Complete chart audits and thoroughly review health history to determine which adjuncts would the patient benefit from.



- Lunch and Learns and Hygiene Huddles empower the team with information needed to educate patients.
- Metrics help give you the information you need to grow your business. The behavior of the team and quality of patient care is what's going to deliver the best results.

#### What I need to say to my team (suggested verbiage):

- Metrics are a large collection of data that empowers leaders to make business decisions to grow revenue, improve efficiency, and achieve organizational goals.
- Aspen Dental has over 200 metrics and a few of them are displayed on the Office Home Page and the Hygiene Dashboard.
- There is no financial gain in modifying account activities to inflate the metrics.
- There are some healthy hygiene benchmarks that we should know (use activity below to test your team's knowledge.)

#### What I can do with my team:

- Test your team's knowledge by asking the following questions and share where you are trending compared to the healthy hygiene benchmarks. Generate good conversation around YES behaviors.
  - How do you think my daily average compares with the company average? How can we work as a team to manage more same day starts?
  - We see a lot of periodontally involved patients but not all of them commit to treatment or continue their periodontal maintenance recare visits. How do you think our office Perio/Prophy ratio compares with the company average? Why are patients saying NO and how can we motivate them to say YES to the care they need?
  - Many Aspen patients are moderate to high risk for dental diseases. What percentage of them do you think would benefit from and adjunctive product in their treatment plan. What products would you like to learn more about?



# **EXHIBIT F**

Patient Name:

Account #:

Patient Code:

Date:

### Patient, Pharmacy and Insurance Information

#### Patient Information

Prefix: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

Street: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Preferred Phone #: \_\_\_\_\_ Is this a mobile number? Yes  No

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex:  Male  Female  Unspecified

Emergency Contact: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_

Primary Language:  English  Spanish  Other: \_\_\_\_\_



#### Responsible Party

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex:  Female  Male  Unspecified

Responsible Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Preferred Pharmacy

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Street: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

#### Primary Dental Insurance

Is subscriber the same as patient?  Yes  No

##### Subscriber Information:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Employer Name: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Ins Phone Number: \_\_\_\_\_

Subscriber ID/Policy Number: \_\_\_\_\_ Group/Contract Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Patient Relationship to Subscriber:  Child  Disabled Dependent  Husband  Self  Wife  Other Dependent

Subscriber SSN: \_\_\_\_\_

#### Secondary Dental Insurance

Is subscriber the same as patient?  Yes  No

##### Subscriber Information:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Employer Name: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Ins Phone Number: \_\_\_\_\_

Subscriber ID/Policy Number: \_\_\_\_\_ Group/Contract Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Patient Relationship to Subscriber:  Child  Disabled Dependent  Husband  Self  Wife  Other Dependent

Subscriber SSN: \_\_\_\_\_

Patient Name:

Account #:

Patient Code:

Date:

### Health History

Reason for Visit:  Broken Tooth  Check-up  Cosmetic  Dentures  Tooth Pain  Other: \_\_\_\_\_

Height: \_\_\_\_\_ ft \_\_\_\_\_ in Weight: \_\_\_\_\_ Patient Date of Birth: \_\_\_\_\_

Are you under the care of a primary physician?  Yes  No

Primary Physician's Name: \_\_\_\_\_ Physician's Phone Number: \_\_\_\_\_

Date of Last Physical:

I don't know exact date  Last 6 months  6 months - 1 year  1-3 years  Greater than 4 years  Never  Other: \_\_\_\_\_

Are you taking or have you taken any steroid/cortisone therapy in the last 2 years?  Yes  No

Have you ever been hospitalized?  Yes  No

Are you taking or have you taken Oral Bisphosphonates (e.g., FOSAMAX, BONIVA) or IV Bisphosphonates, (e.g., ZOMETA, AREDIA)?

No  Yes How Long? \_\_\_\_\_

Do you require antibiotics prior to dental procedures?  Yes  No

Are you allergic or have you had an adverse reaction to any of the following?

None  Amoxicillin  Aspirin  Codeine  Epinephrine  Latex  Metals  Novocain  Penicillin  Sulfa  Tetracycline

Other: \_\_\_\_\_

List any medications you are taking including non-prescription drugs and herbals/vitamins:

None

### Check any conditions that apply to you:

None

Alcoholism

Allergies or Hives

Anemia

Arthritis

Artificial Joint/Pins

Type: \_\_\_\_\_

Age: \_\_\_\_\_

Aspirin Therapy

Asthma

Blood Thinners

Blood Transfusion

Breathing Problems

Cancer

Type: \_\_\_\_\_

Chemotherapy

Coumadin Therapy

Dementia

Diabetes

Type: \_\_\_\_\_

Dialysis

Drug Addiction

Epilepsy

Excessive Bleeding

Fainting/Dizziness

Hearing Impairment

Heart Murmur

Heart Surgery

Date: \_\_\_\_\_

Heart Trouble

Type: \_\_\_\_\_

Hepatitis

Type: \_\_\_\_\_

High Blood Pressure

HIV

Kidney Disease

Liver Disease

Low Blood Pressure

Lung Disease/COPD

Lupus

Mitral Valve Prolapse

Mobility Impairment

NON-DENTAL Implants

Type: \_\_\_\_\_

Organ Transplants

Type: \_\_\_\_\_

Pace Maker

Psychiatric Care

Radiation Therapy

Radiosurgery

Rheumatic Fever

Seizures

Sexually Transmitted Disease

Sinus Problems

Stomach Problems

Stroke

Thyroid Disease

Tuberculosis(TB)

Ulcers

Visual Impairment

Other Disease/Illness

Type: \_\_\_\_\_

Patient Name:

Account #:

Patient Code:

Date:

### Dental History

Date of Last Dental Visit:

I don't know exact date  Last 6 months  6 months - 1 year  1-3 years  Greater than 4 years  Never  Other: \_\_\_\_\_

Date of Last Dental X-ray:

I don't know exact date  Last 6 months  6 months - 1 year  1-3 years  Greater than 4 years  Never  Other: \_\_\_\_\_

### Oral Health

Have you ever been treated for periodontal (gum) disease?  Yes  No

Have you ever had Novocaine or other local anesthetic?  Yes  No

How happy are you with your smile (1-10)? \_\_\_\_\_

Are you currently wearing Dentures?  Yes  No

Age of dentures:  Less Than 6 Months  6 months-3 years  Greater than 4 years

Please check any conditions that apply to you below:

- Pain In Jaw(TMJ)     Teeth Grinding/Clenching     Use Tobacco Products     Mouth Sores
- Sensitive Teeth     Broken/Loose Teeth     Difficulty Chewing/Swallowing     Swollen/Bleeding Gums

### Women Patients Only

Are you currently pregnant?  Yes  No Estimated Delivery Date: \_\_\_\_\_

Are you Nursing?  Yes  No Are you taking any birth control prescriptions?  Yes  No

**\*\*NOTE** Antibiotics (such as penicillin) may alter the effectiveness of birth control pills. Consult your physician/gynecologist for assistance regarding additional methods of birth control.

I certify that I have read and understand the above questions and acknowledge that questions have been answered to the best of my knowledge. I hereby give my consent to the dentist to perform an examination and diagnose my condition. I also give my consent for any preventive or basic restorative procedures which may be necessary. I understand that this consent will remain in effect until treatment is terminated either by me or the dentist.

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dr's Signature/Medical History Review: \_\_\_\_\_ Date: \_\_\_\_\_

**6 MONTH UPDATE**

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dr's Signature/Medical History Review: \_\_\_\_\_ Date: \_\_\_\_\_

Patient Name:

Account #:

Patient Code:

Date:

### Patient Signatures

#### Release of Information to Insurers and Assignment of Benefits (must be signed by all patients with insurance and those who expect to obtain insurance)

To the extent permitted by law, I consent to my practices (or their designees) use and disclosure of my Protected Health Information to carry out payment activities in connection with my insurance claim. This information will be used exclusively for the purpose of evaluating and administering claims for benefits. I further authorize and direct payment to my practice of the dental benefits otherwise payable to me.

Signature: _____	Date: _____
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(If patient is a minor or disabled the Parent, Guardian or Attorney-in-Fact must sign and complete the Responsible Party section.)

#### Authorization for Release of Health Records to External Parties (Optional)

<p>I authorize the disclosure of information from my treatment records to:</p> <p style="margin-left: 40px;">Name of Recipient: _____</p> <p style="margin-left: 40px;">Relationship to the Patient: _____</p> <p>I give authorization to disclose the following information:</p> <p><input type="checkbox"/> all treatment information</p> <p><input type="checkbox"/> information specifically related to these treatment dates</p> <p style="margin-left: 40px;">Starting Date: _____ End Date: _____</p>
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#### Consent to obtain patient medication history (Optional)

To the extent permitted by applicable law, I authorize this dental practice (or their designees) to collect information about my prescription history from my pharmacy and insurers (as applicable) and give my pharmacy and insurers permission to disclose such information. This includes prescription information related to medicines to treat AIDS/ HIV and medicines used to treat mental health issues.

Signature: _____	Date: _____
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#### Payment, Insurance and Financial Arrangement Policies (signed by ALL new patients)

By signing below, I acknowledge that I received the Financial Policies form and agree to abide by such policies.

Signature: _____	Date: _____
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(If patient is a minor or disabled the Parent, Guardian or Attorney-in-Fact must sign and complete the Responsible Party section.)

#### Notice of Privacy Practices (must be signed by ALL new patients)

By signing below, I acknowledge that I have read the Notice of Privacy Practices, as mandated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Signature: _____	Date: _____
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(If patient is a minor or disabled the Parent, Guardian or Attorney-in-Fact must sign and complete the Responsible Party section.)

Your Aspen Dental practice is committed to providing exceptional service and treatment that addresses both your short- and long-term needs. With our Peace of Mind Promise™, we make it easier for you to get the care you need at affordable prices—no hidden fees, no surprises.

## 1. A Clear, Written Estimate on your Cost of Treatment

Your dentist will provide you with a comprehensive treatment plan based on your overall health. You'll also receive a clear, detailed estimate of the cost of your plan, including your estimated insurance benefits. If you have questions regarding your insurance coverage, please contact your insurance company.

## 2. Payment Policy

Full payment of what you owe (called the Patient Financial Responsibility amount, as noted in your Treatment Acceptance and Payment Arrangement Form), is due when services are rendered. We accept cash, personal checks, Visa®, Master Card®, American Express®, Discover®, assigned insurance benefits, and select third-party financing programs.

## 3. Refund Policy

If you are reconsidering treatment you have not yet received but have already paid for, you may cancel treatment and request a refund at any time for the amount you paid. Note: Crown and bridge patients are responsible for the full cost of their treatment plan once preparation of your teeth has begun. Invisalign patients are responsible for the full cost of all laboratory costs and scan fees once fabrication of your aligners has begun.

Your refund request will be handled as follows:

- **Original Form of Payment:** Refunds will be applied to the original form of payment, with the exception of cash payments, which will be refunded by check.
- **New Patients - 7 Days of Inactivity:** If you are a new patient who hasn't had any treatment performed, has no scheduled appointments, and has a credit balance on your account, you will automatically receive, after 7 days of inactivity, either (a) a notice that you are entitled to a refund if you paid by cash or check, or (b) an automatic refund to your original form of payment if you paid by credit card or with third-party financing.
- **60 Days of Inactivity (\*Massachusetts patients see below):** Credit balances on accounts after 60 days of inactivity will be automatically refunded to the original form of payment, with the exception of cash/check payments, which will be notified by letter.
- **Partial Denture Patients - 180 Days of Inactivity:** Credit balances existing on accounts after 180 days of inactivity will be automatically refunded to the original form of payment, except cash payments, which will be refunded by check.

\* **Massachusetts Patients:** Credit balances on accounts after 45 days of last deposit with no future appointment will be automatically refunded to the original form of payment, with the exception of cash/check payments, which will be notified by letter. Credit balances on accounts of denture patients after 45 days of inactivity will be automatically refunded to the original form of payment, except cash/check payments, which will be notified by letter.

### Timing of Refunds

**Cash/Check:** After receiving your refund request, we will confirm that your payment has cleared the bank (which may take up to 15 business days). Once cleared, you will be issued a refund check within 10 business days (5 business days for Massachusetts patients).

**Credit Card/Third-Party Financing:** Refunds will be issued to the form of payment within 3 business days after receipt of your refund request. Refunds for credit card payments may take up to seven (7) business days.

## Three Ways to Request a Refund

- Contact your Aspen Dental office
- Email a refund request to: [refundrequest@spendental.com](mailto:refundrequest@spendental.com), or
- Mail a refund request to:

Aspen Dental Management, Inc.  
Attn: Refund Processing  
P.O. Box 13126 Syracuse, NY 13220

For more information on refunds, visit: <https://www.aspendental.com/pricing-offers>

## 4. Dental Insurance

If you have dental insurance, your insurance claim will be processed as follows:

- **In Network:** If your dentist is a participating provider in your insurance network, you will be billed according to the terms of your dentist's agreement with your insurer.
- **Out of Network:** If your dentist is not participating or in-network provider with your insurance plan, we will honor your carrier's in-network fee structure. If your insurance carrier will not accept your assignment of benefits to your dentist, you are responsible for the estimated insurance benefit.

**Insurance Discounts:** Insurance companies often negotiate discounts for services provided to their plan members. If you exceed your annual benefit limit the insurer's discounted rate may apply to additional services as a benefit to you.

## 5. Third-Party Financing

Your Aspen Dental practice accepts payment from non-affiliated, third party finance companies. Credit decisions are the responsibility of these third-party finance companies. You may choose to pay all or a portion of your treatment using approved third-party financing products.

## 6. Patient Satisfaction Inquiries

If you have an issue that cannot be resolved by your office team, please contact the Patient Satisfaction Hotline at 1-844-296-0187 or [patientservices@spendental.com](mailto:patientservices@spendental.com).

## 7. Patient Communication

We'd like to keep in touch regarding your upcoming appointments, treatment plan, and treatment status. By providing your email address, phone number, and mailing address, you are giving Aspen Dental permission to contact you through one or all of these communication methods. Note that email and text messaging is not secure and there is a risk that they could be read by a third party. By sharing your email or mobile number with us you are acknowledging that you are aware of this risk and agree to receive this type of communication. Aspen Dental will limit the type of information in the messages. To opt out of communications, call our Patient Satisfaction Hotline at 1-844-296-0187.

## Disclosures

### About ADMI

There is no single provider of dental care called "Aspen Dental." Aspen Dental Management, Inc. (ADMI) provides administrative and business support services to dental practices that are independently owned and operated by licensed dentists. ADMI licenses the "Aspen Dental" brand name to the independently owned and operated dental practices that use its business support services. ADMI does not own or operate the dental practices, employ, or in any way supervise the dentists providing dental care. Control over the care provided is the sole responsibility of the independent practice and the dentists employed. Services and office practices may vary across dental practices. Patients should contact their dental office directly for all questions concerning their dental treatment.

## West Virginia/Missouri only

Retain Original in Patient's Chart Disclosure Pursuant to:

Mo. Code Regs. Ann. tit. 20 S 2110-2.110(10) W.Va. CSR S 5-8-4.5

Your Aspen Dental practice may occasionally offer free services to some or all of its patients. If you received a free service, you have the right to refuse to pay or to demand reimbursement for any other services provided to you within 72 hours of the free service unless you request additional service(s) at the time the free offer is provided. If this applies to you, please read the following and sign where indicated.

I hereby acknowledge that I have received a free service, examination, or treatment and further acknowledge that I am requesting additional service(s) to be provided to me at the time of the free service, examination, or treatment, as provided in the documentation provided to me after my examination.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **EXHIBIT G**

## Refund Policy for Patient Accounts with Credit Balances and NO Future Appointments Scheduled for Patients living in the State of Massachusetts

H 11  
 EXHIBIT NO. 3  
 1-23-20MC

Please note that this policy supplements the overall refund policy and is strictly related to dormant or aged credits and how the refunds department will handle such credits.

### Third Party Financing and Credit Cards

**Current Process (March 2015):** All credit balances paid through a Third Party Lender or Credit Cards will be refunded to the respective payer as follows:

	Level One – 7 days from initial visit.	Level Two – 45 days since deposit was received from patient.	Level Three –45 days of dormancy for Denture patients.
<b>Account Criteria:</b>	<ul style="list-style-type: none"> <li>- No chargeable treatment has been rendered on the patient's account</li> <li>- 7 days of no activity</li> <li>- No future appointments scheduled</li> </ul> Or <ul style="list-style-type: none"> <li>- Chargeable Treatment limited to an exam, x-ray, and perio-charting.</li> <li>- 7 days of inactivity</li> <li>- No future appointments scheduled</li> </ul>	<ul style="list-style-type: none"> <li>-45 days since deposit accepted from patient that created a credit on the patient's account.</li> <li>-No future appointments scheduled</li> <li>-Non- Denture patients only</li> </ul>	<ul style="list-style-type: none"> <li>- 45 days of dormancy</li> <li>-No future appointments scheduled</li> <li>-Dormancy is defined as last payment received from patient, or last date patient in the office, or last payment received from insurance company.</li> <li>-All Denture patients, including partial dentures.</li> </ul>
<b>Refund Process:</b>	Credit balance will automatically be refunded to Payer after 7 days.	Credit balance will automatically be refunded to payer after <b>45 days</b> from deposit creating credit was received.	Credit balance will automatically be refunded to payer after <b>45 days</b> of dormancy.
<b>Communication to Patient:</b>	A letter will be mailed to patient informing them that a refund has been sent back to the lender that was used to finance their deposit. For Credit Cards patient will see credit on their credit card statement.	A letter will be mailed to patient informing them that a refund has been sent to the patient's financing lender. For Credit Cards patient will see credit on their credit card statement.	A letter will be mailed to patient informing them that a refund has been sent back to the lender that was used to finance their deposit. For Credit Cards patient will see credit on their credit card statement.

## Cash, Personal Checks, Travelers Checks, and Money Orders

**Current Process (March 2015):** All credit balances resulting from patient deposits made with cash, check, Travelers checks, and money orders will be handled the following way based on dormancy and whether future appointments are scheduled.

	<b>Level One -7 days of inactivity from initial visit. –Cash, Checks</b>	<b>Level Two – 45 days since deposit was received from patient.</b>	<b>Level Three –45 days of dormancy for Denture patients.</b>
<b>Account Criteria:</b>	<ul style="list-style-type: none"> <li>- No chargeable treatment has been rendered on the patient's account</li> <li>- 7 days of inactivity</li> <li>- No future appointments scheduled</li> </ul> Or <ul style="list-style-type: none"> <li>- Chargeable Treatment limited to an exam and x-ray and perio-charting</li> <li>- 7 days inactivity</li> <li>- No future appointments scheduled</li> </ul>	<ul style="list-style-type: none"> <li>-45 days since deposit accepted from patient that created a credit on the patient's account.</li> <li>-<b>No</b> future appointments scheduled</li> <li>-<b>Non- Denture patients only</b></li> </ul>	<ul style="list-style-type: none"> <li>- 45 days of dormancy</li> <li>-<b>No</b> future appointments scheduled</li> <li>-Dormancy is defined as last payment received by patient, or last date patient in the office, or last payment received from insurance company.</li> <li>-All Denture patients, including partial dentures.</li> </ul>
<b>Refund Process:</b>	Account will be refunded once refund voucher is received back from patient stating they want the amount refunded and have updated their current mailing address.	Account will be refunded once refund voucher is received back from patient confirming current mailing address.	Account will be refunded once refund voucher is received back from patient stating they want the amount refunded and updated their current mailing address.
<b>Communication to Patient:</b>	A letter will be sent to the patient informing them of their credit balance on their Aspen Dental account. The letter instructs them to reschedule an appointment or request a refund.	A letter will be sent after 45 days following deposit to the patient informing them of their credit balance on their Aspen Dental account.	A letter will be sent to the patient informing them of their credit balance on their Aspen Dental account. The letter instructs them to reschedule an appointment or request a refund.