

**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY
CIVIL ACTION – EQUITY**

COMMONWEALTH OF PENNSYLVANIA,	:	
By MICHELLE HENRY,	:	
Attorney General,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	No. _____
INFINITY DENTAL MANAGEMENT, LLC,	:	
d/b/a ALPHA DENTAL EXCELLENCE,	:	
a Business Corporation;	:	
INFINITY DENTAL STAFFING, LLC,	:	
a Business Corporation; and	:	
ARPAN NALIN PATEL, DMD, Individually,	:	
and as Managing Member of Infinity Dental	:	
Management, LLC, as well as Managing Member	:	
of Infinity Dental Staffing, LLC;	:	
CHERYL SNYDER, Individually,	:	
	:	
	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within thirty (30) days** after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the complaint or for any other claim or relief

requested by the petitioner. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE(S) SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Bucks County Bar Association
135 East State Street
Doylestown, Pennsylvania 18901
Telephone (215) 348-9413; 1-800-479-8585

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and as Managing Member of Infinity Dental	:	
Management, LLC, as well as Managing Member	:	
of Infinity Dental Staffing, LLC;	:	
CHERYL SNYDER, Individually,	:	
	:	
	:	
	:	
Defendants.	:	

COMPLAINT

Plaintiff, the Commonwealth of Pennsylvania, acting through its Attorney General, Michelle Henry, respectfully brings this action to redress and enjoin violations of the Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. §§ 201-1 *et seq.*, and the Credit Services Act (CSA), 73 P.S. §§ 2181 *et seq.*, and offers the following in support:

I. PRELIMINARY STATEMENT

1. The COMMONWEALTH brings this case in its capacity as *parens patriae* in order to redress the harms suffered by Pennsylvanians caused by Defendants' deceptive and misleading practices.
2. Defendants INFINITY DENTAL MANAGEMENT, LLC, INFINITY DENTAL STAFFING, ARPAN NALIN PATEL, DMD, and CHERYL SNYDER operate a dental practice under the brand name "ALPHA DENTAL" in Langhorne, Pennsylvania.
3. Defendants encourage Pennsylvanians – many of whom are elderly and living on limited retirement incomes, who depend upon Medicare for their healthcare – to agree to expensive dental procedures costing tens of thousands of dollars by insisting that either Medicare or patients' commercial health insurance will cover the procedures. This is not true. Medicare does not cover dental services; and where patients have commercial health insurance, dental care is typically covered under a separate dental insurance policy, if it is covered at all.
4. Defendants require patients to pay out-of-pocket, in advance of Defendants' services under the misleading promise that they will be reimbursed by Medicare once Defendants file a claim for coverage.

5. Where patients are unable to afford the high cost of services up front, Defendants present them with a credit agreement to cover the services through a loan, often promising that the patients will be reimbursed by Medicare or their health insurance once the claim is filed.
6. In most instances, Defendants never submit a claim to Medicare. When they do, Defendants often fail to provide patients with the Medicare reimbursement. In instances where Defendants did provide patients with the Medicare reimbursement, Defendants did not provide the entire reimbursement amount, even though the patients paid up front for services. And even in those instances where Medicare did provide reimbursement to Defendants for dental services, the Medicare claims auditor subsequently recouped all of the payments, finding that none of the claims submitted to Medicare met the coverage criteria.
7. Patients then are stuck with a loan for services that they cannot afford with no hope of reimbursement from insurance of any kind, simply because Defendants had convinced them at the outset that their claims would be covered.
8. In facilitating the loans with third party lenders, Defendants routinely fail to comply with their legal obligations under the CSA. Patients do not receive

adequate legal notice of the terms of their loans, including such protections as the right to cancel the loan at no charge within the first five days.

9. Failure to provide requisite consumer notices under the CSA is a *per se* violation of the UTPCPL.
10. Defendants received significant revenue from patients via third party financing. Defendants assisted patients by preparing and submitting patients' financing applications, charging patients an extra 5% fee above the standard cash price on the total cost of services for financing assistance. From January 1, 2015, until August 9, 2022, Defendants collected an estimated \$509,774.37 in extra financing fees, attached to services billed by Defendants to patients in excess of \$10 million total.
11. Defendants have also misled patients about the cost of services. In at least one instance, Defendants misrepresented the cost of dentures, and convinced a patient to take out financing to pay for the total cost of the services. Midway through the treatment, however, Defendants presented the patient with an additional bill they now said would have to be paid in order to complete services.
12. In order to prevent Defendants from continuing to harm Pennsylvanians by misrepresenting the cost of services, misrepresenting the availability of insurance coverage for those services through either Medicare or

commercial insurance, and failing to provide patients with notices and protections required by Pennsylvania law, the COMMONWEALTH respectfully asks this honorable Court for an order enjoining Defendants from further violating the UTPCPL and CSA; an order enjoining Defendants from the management, provision, and administration of dental and credit services in the Commonwealth of Pennsylvania; restoring payments illegally obtained from their patients; and paying all Civil Penalties as required by law.

II. JURISDICTION AND VENUE

13. This Court has jurisdiction over this matter pursuant to Section 931(a) of the Judicial Code. 42 Pa.C.S. § 931(a).
14. This Court has jurisdiction over the parties because the Plaintiff submits to the jurisdiction of the Court, and Defendants systematically and continually conducted business within the Commonwealth of Pennsylvania by advertising, marketing, promoting, soliciting and selling dental products and services directly and indirectly to Pennsylvania patients.
15. Venue in this jurisdiction is proper pursuant to Pa. R.C.P. 2179 because the Defendants regularly conduct business in Bucks County, and some of the transactions or occurrences upon which this action is based occurred in Bucks County.

III. PARTIES

16. Plaintiff is the Commonwealth of Pennsylvania, by its Attorney General, Michelle Henry (COMMONWEALTH), with offices located at Strawberry Square, 14th Floor, in Harrisburg, Pennsylvania, 17120.
17. Defendant INFINITY DENTAL MANAGEMENT, LLC, is a Pennsylvania business corporation which was incorporated on August 17, 2004, and whose registered address is 1640 Powderhorn Dr., Newtown, PA 18940.
18. Defendant INFININITY DENTAL STAFFING, LLC, is a Pennsylvania based business corporation which was incorporated on December 28, 2021, and whose registered address is 13 Daulton Street, Newtown, PA 18940.
19. Defendants INFINITY DENTAL MANAGEMENT, LLC and INFINITY DENTAL STAFFING, LLC conducted trade and commerce within the Commonwealth of Pennsylvania using the fictitious name ALPHA DENTAL EXCELLENCE (hereinafter collectively referred to as ALPHA DENTAL).
20. ALPHA DENTAL operates a dental office at 240 Middletown Blvd., Suite 100 Langhorne, PA 19047.

21. Defendant ARPAN NALIN PATEL is the founder, owner, and sole managing member of INFINITY DENTAL MANAGEMENT, LLC, INFINITY DENTAL STAFFING, LLC, and ALPHA DENTAL EXCELLENCE; his last known address is 240 Middletown Boulevard, Suite 100 Langhorne, PA 19047.
22. Defendant CHERYL SNYDER is the Treatment Coordinator of ALPHA DENTAL EXCELLENCE; her last known address is 240 Middletown Boulevard, Suite 100 Langhorne, PA 19047.
23. The COMMONWEALTH alleges that INFINITY DENTAL MANAGEMENT, LLC and INFINITY DENTAL STAFFING, LLC operate as a single entity and have never had and do not have now a genuine and separate existence from one another.
24. The COMMONWEALTH alleges that INFINITY DENTAL MANAGEMENT, LLC and INFINITY DENTAL STAFFING, LLC have common directors and officers. Specifically, the COMMONWEALTH alleges that all the ALPHA DENTAL corporate entities were managed and/or controlled by Defendant PATEL during the relevant time periods.
25. All of the ALPHA DENTAL corporate entities exist as part of a single enterprise created for the purpose of selling dental products and services throughout Pennsylvania.

26. As a result of their operation as a single entity in the unlawful acts or practices alleged herein, the COMMONWEALTH believes that INFINITY DENTAL MANAGEMENT, LLC and INFINITY DENTAL STAFFING, LLC should be held jointly and severally liable for any and all unlawful conduct.
27. At all times relevant and material hereto, ALPHA DENTAL was controlled, in whole or in part, by the individual Defendant PATEL who, with actual and constructive knowledge, authored, approved, endorsed, formulated, ratified, directed, controlled, or participated in the complained of acts or practices of ALPHA DENTAL. As a result of his participation in the above alleged unlawful acts or practices, individual Defendant PATEL should be held jointly and severally liable for any and all unlawful conduct perpetrated by ALPHA DENTAL.
28. At all times relevant and material hereto, individual Defendant SNYDER was the Treatment Coordinator of ALPHA DENTAL who, with actual and constructive knowledge, authored, approved, endorsed, formulated, ratified, directed, controlled, or participated in the complained of acts or practices of ALPHA DENTAL. As a result of her participation in the above alleged unlawful acts or practices, individual Defendant SNYDER should be held

jointly and severally liable for any and all unlawful conduct perpetrated by ALPHA DENTAL.

IV. STATEMENT OF FACTS

a. Misrepresentations Regarding Medical Insurance

29. ALPHA DENTAL operates a dental office at 240 Middletown Blvd., Suite 100 Langhorne, PA 19047, in Bucks County Pennsylvania.
30. In 2019 and 2020, ALPHA DENTAL hosted “dental implant seminars,” where ALPHA DENTAL provided free dinners, free movie tickets, and free raffle prizes to prospective patients.
31. ALPHA DENTAL hosted seminars on: June 20, 2019; November 12, 2019; November 14, 2019; December 14, 2019; December 19, 2019; January 14, 2020; and January 16, 2020.
32. Upon information and belief, ALPHA DENTAL hosted additional dental implant seminars.
33. At the dental implant seminars, ALPHA DENTAL provided a presentation on dental implants and gave marketing materials to prospective patients.

34. ALPHA DENTAL provided patients with seminar materials that incorrectly stated “Medical Insurance Covers Dental Implants” and “Medicare may pay up to \$21,000 for medically necessary dental procedures.”
35. Many seminar attendees and many ALPHA DENTAL patients are enrolled in Medicare.
36. Codified as Title XVIII of the Social Security Act, Medicare is the federally funded and administered program of health insurance for people who are 65 and over, people who are under 65 and entitled to Social Security Disability Insurance, and people of any age with end-stage renal disease.
37. Traditional Medicare is divided into two sets of services: Part A (Hospital services) and Part B (outpatient services). *See* 42 U.S.C.A. §§ 1395d (Part A covered services), 1395k (Part B covered services)(West). Services are provided only as covered by the statute.
38. Certain services, including dental care, are statutorily excluded from the Medicare program. All dental care is excluded from Medicare coverage, except in the rarest of circumstances in conjunction with Medicare-covered health services in the hospital setting covered under Medicare Part A. 42 U.S.C.A. §1395y(a)(12)(West).
39. When a provider believes a patient may not meet the coverage criteria for a Medicare-covered service, the Centers for Medicare and Medicaid Services

(CMS) requires provision of an Advance Beneficiary Notice of Non-Coverage (ABN):

Section 1879 of the [Social Security] Act [...] requires a healthcare provider or supplier (i.e., notifier) to notify a beneficiary in advance of furnishing an item or service when s/he believes that items or services will likely be denied by Medicare for any of the reasons specified in the statutory provision in order to shift financial liability to the beneficiary for the denial. For example, advance notice is required if the item or service may be denied as not reasonable and necessary under § 1862(a)(1) of the Act or because the item or service constitutes custodial care under § 1862(a)(9) of the Act.

DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR MEDICARE & MEDICAID SERVICES, PUB. NO. 100-04, MEDICARE CLAIMS PROCESSING MANUAL, CH. 30, SECTION 50(A) (2022).¹

40. ABNs are not required for care that is statutorily excluded from coverage under Medicare, such as dental care. *Id.*, § 50.2.1.
41. “A notifier who fails to comply with the ABN instructions risks financial liability and/or sanctions. [...] The Medicare contractor may hold any healthcare provider or supplier who either failed to give notice when required, or gave defective notice, financially liable. [...] [A] notifier who gave defective notice may not claim that s/he did not know or could not reasonably have been expected to know that Medicare would not make

¹ <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/clm104c30.pdf>

payment, as the issuance of the notice is clear evidence of knowledge.” *Id.*, § 50(B).

42. If an ABN is provided for an excluded service such as dental work, then the provider should neither ask the patient to sign nor check an option box on the ABN. *Id.* A sample of a blank ABN is attached hereto as Exhibit A.
43. ALPHA DENTAL promised patients that they would be reimbursed by Medicare or commercial insurance programs, and encouraged patients to agree to financing in order to pay for services up front.
44. ALPHA DENTAL used the promise of insurance or Medicare coverage for expensive dental procedures to encourage patients to agree to services they could not otherwise afford.
45. ALPHA DENTAL provided some patients with an ABN for statutorily excluded dental services.
46. ALPHA DENTAL coerced Patients 1 and 2, who are both Medicare members over the age of sixty, to take out loans via third party financing companies.
47. ALPHA DENTAL told Patients 1 and 2 that Medicare would reimburse them for their dental services.
48. Patient 1 attended an ALPHA DENTAL seminar after receiving a postcard advertising a free dinner.

49. Patient 1 attended a free consultation at ALPHA DENTAL on April 23, 2019.
50. ALPHA DENTAL informed Patient 1 that she needed over \$53,000 of dental work.
51. Patient 1 refused ALPHA DENTAL's services, and cited an inability to afford the dental work.
52. ALPHA DENTAL told Patient 1 that the work was a medical necessity, and that Medicare would pay part of the bill.
53. On April 26, 2019, ALPHA DENTAL assisted Patient 1 in applying for two loans to pay for the dental services. One loan was with Green Sky for \$25,000, and a second loan was with Lending Club for \$4,581.
54. Because Patient 1 used ALPHA DENTAL's financing option, her payment was 5% more than the cash price.
55. Patient 1 paid \$1,479.05 more for dental services than the cash price for the same services.
56. ALPHA DENTAL told Patient 1 that ALPHA DENTAL was unable to submit a claim to Medicare for reimbursement until after the work was completed.

57. Throughout Patient 1's seven months of treatment, ALPHA DENTAL repeatedly stated that Medicare would cover up to \$21,000 of Patient 1's treatment, and at a minimum would cover \$11,000.
58. Patient 1 requested ALPHA DENTAL submit a claim to Medicare during Patient 1's last appointment on November 23, 2019.
59. ALPHA DENTAL had Patient 1 complete an ABN and select Option 1.
60. On November 27, 2019, ALPHA DENTAL informed Patient 1 that their Medicare claim was denied, and that ALPHA DENTAL would send Patient 1 a copy of the denial letter.
61. Patient 1 never received the denial letter from ALPHA DENTAL.
62. Patient 1 contacted Medicare directly, and learned that ALPHA DENTAL never submitted a claim.
63. Upon information and belief, ALPHA DENTAL never submitted Patient 1's claim to Medicare for reimbursement.
64. ALPHA DENTAL told Patient 2 that Medicare would provide reimbursement the dental services.
65. Patient 2 agreed to the financing, because of ALPHA DENTAL's assurance of Medicare reimbursement.

66. ALPHA DENTAL told Patient 2 that ALPHA DENTAL had a “special relationship” with Medicare, and that Patient 2’s prior medical surgery made Patient 2 eligible for \$10,000 in dental work.
67. On November 12, 2018, ALPHA DENTAL billed Patient 2 \$19,341.
68. ALPHA DENTAL assisted Patient 2 in financing \$13,500 through Care Credit and Lending Club.
69. Because Patient 2 used ALPHA DENTAL’s financing option, her payment was 5% more than the cash price.
70. Patient 2 paid \$967 more for dental services than the cash price for the same services.
71. On Patient 2’s Treatment Acknowledgement Summary ALPHA DENTAL wrote Medicare was to pay the remaining \$5,841 balance.
72. ALPHA DENTAL had Patient 2 complete an ABN and select Option 1.
73. In October of 2019, ALPHA DENTAL informed Patient 2 that Medicare would not pay the balance, and that Patient 2 owed \$6,500.
74. Patient 2 was unable to pay this amount, and enlisted the services of National Debt Relief, a debt consolidation company.
75. Upon information and belief, ALPHA DENTAL never submitted Patient 2’s claim to Medicare for reimbursement.
76. ALPHA DENTAL convinced Patient 3 to pay for dental implants up front.

77. Patient 3 is a Medicare member over the age of sixty.
78. ALPHA DENTAL promised Patient 3 that Medicare would provide reimbursement for the services.
79. On April 5, 2018, ALPHA DENTAL billed Patient 3 \$7,981 for services.
80. Patient 3 paid up front for these services using checks and credit cards.
81. ALPHA DENTAL submitted claims to Medicare for Patient 3's services on April 23, 2018, and August 15, 2018.
82. ALPHA DENTAL received \$2,007.29 from Medicare for Patient 3's services.
83. ALPHA DENTAL's Medicare claim indicated that Patient 3 did not pay for services up front.
84. Despite Patient 3's repeated requests for reimbursement, ALPHA DENTAL never reimbursed Patient 3.
85. ALPHA DENTAL received repeated requests from additional patients regarding Medicare reimbursements.
86. Alpha Dental failed to provide all Medicare beneficiaries with the reimbursements they were owed.
87. On January 23, 2019, ALPHA DENTAL billed Patient 4 \$4,142 for dental implants.

88. ALPHA DENTAL assisted Patient 4 in financing \$4,142 through Green Sky.
89. Because Patient 4 used ALPHA DENTAL's financing option, her payment was 5% more than the cash price.
90. Patient 4 paid \$207.10 more for dental services than the cash price for the same services.
91. Patient 4 is a Medicare member over the age of sixty.
92. ALPHA DENTAL had Patient 4 sign an ABN stating the cost of services was \$4,142.
93. ALPHA DENTAL had Patient 4 check Option 1 on the ABN, requesting that ALPHA DENTAL bill Medicare for the services listed.
94. On February 6, 2019, ALPHA DENTAL billed Medicare for a total of \$7,075 on behalf of Patient 4.
95. On March 21, 2019, Medicare paid \$3,008.60 to ALPHA DENTAL as reimbursement for Patient 4.
96. CMS requires providers to refund beneficiaries within 30 days after the date the healthcare provider receives the remittance. MEDICARE CLAIMS PROCESSING MANUAL, CH. 30, SECTION 50.15.3 (2022).

97. Six months after receiving the Medicare reimbursement, on September 30, 2019, ALPHA DENTAL refunded Patient 4 \$810.81, claiming it was from Medicare for a billing error.
98. Upon information and belief, ALPHA DENTAL retained the \$2,197.79 difference between the Medicare reimbursement and patient refund.
99. ALPHA DENTAL had additional patients complete ABNs and select Option 1.
100. Option 1 requests that ALPHA DENTAL submit claims to Medicare for reimbursement.
101. ALPHA DENTAL did not submit many of the claims to Medicare for the patients who filled out ABNs, although the form itself clearly represents that ALPHA DENTAL would submit the claim.
102. Safeguard Services LLC is a Unified Program Integrity Contractor for the Centers for Medicare & Medicaid Services, responsible for reviewing paid Medicare claims for fraud, waste, and abuse.
103. On September 26, 2019, Safeguard Services LLC, conducted an audit of ALPHA DENTAL's Medicare claims.
104. On January 31, 2020, Safeguard Services LLC determined that ALPHA DENTAL received \$211,774.01 in overpayment for services.

105. Safeguard Services LLC determined ALPHA DENTAL improperly received Medicare reimbursement for fifty-two (52) patients.
106. Safeguard Services LLC determined ALPHA DENTAL did not submit a single correct claim to Medicare.
107. ALPHA DENTAL submitted claims to Medicare and received reimbursement without ever informing some consumer beneficiaries that Medicare had paid for their services.
108. ALPHA DENTAL informed other patients that their treatment was not eligible for insurance reimbursement, but would then submit claims and receive reimbursement from Medicare.
109. Upon information and belief, ALPHA DENTAL coerced other patients into taking out loans and/or paying up front for dental services by misrepresenting Medicare and private medical insurance's coverage of dental services.
110. Upon information and belief, many of the patients ALPHA DENTAL coerced into purchasing dental services are over the age of sixty.

b. Hidden Charges

111. ALPHA DENTAL entered into a contract with Patient 5 for \$15,000 to produce new dentures.

112. Patient 5 specifically requested that ALPHA DENTAL acknowledge new dentures were included in the contract, and ALPHA DENTAL included a line on the itemized receipt with a zeroed out total.
113. When Patient 5 was to receive the dentures, ALPHA DENTAL presented the consumer with a new bill for \$4,176.
114. Patient 5 refused to pay, and ALPHA DENTAL contends that Patient 5 requested the new dentures later in the treatment.
115. Patient 5 is over the age of sixty.
116. Patient 5 never received the dentures.

c. Alpha Dental's Lending Practices

117. ALPHA DENTAL accepts payment for dental services via: same day cash, check, or credit card; “non-credit check” financing; or credit check financing.
118. ALPHA DENTAL uses the company iCare as the third party financier for its “non-credit check” payments.
119. ALPHA DENTAL uses six other third party financiers that require consumer credit checks: Ally, Care Credit, Greensky, Lending Club, Proceed, and United Medical.
120. ALPHA DENTAL uses a General Financial Agreement to track the payment method of patients.

121. If a patient pays for services the same day using cash, check, or credit card, that patient receives a 5% discount on the total cost of services.
122. If a patient chooses a financing option, ALPHA DENTAL prepares the third party financing application on behalf of the consumer.
123. The only input patients may provide on the financing applications are the answers to account security questions.
124. Patients who choose the financing option pay 5% more than patients who pay by any other method (cash, check, or credit card).
125. The 5% increase paid by patients who utilize financing are paying ALPHA DENTAL a finance application fee.
126. ALPHA DENTAL provides a Treatment Acknowledgement Summary to patients who use a credit check financing company.
127. Until as late as August of 2020, the Treatment Acknowledgement Summary included a provision that any loan cancellation would result in an administrative cancellation fee of 10% of the total loan amount.
128. From January 1, 2015, until August 9, 2022, ALPHA DENTAL assisted patients on applying for approximately 5,329 loans.
129. From January 1, 2015, until August 9, 2022, ALPHA DENTAL collected an estimated \$509,774.37 in financing application fees from approximately \$10,195,487.43 in revenue.

130. Loan data provided by ALPHA DENTAL to the COMMONWEALTH is incomplete, and ALPHA DENTAL has likely assisted many more patients in credit applications than they have represented.
131. ALPHA DENTAL applied for a loan on behalf of a Patient 6 without her consent.
132. ALPHA DENTAL charged Patient 7 a cancellation fee of \$880 when she attempted to cancel a loan the day after signing.
133. ALPHA DENTAL provides only two documents to patients who pay via third party financing: the Treatment Acknowledgement Summary and the General Financial Agreement. Samples of these forms are attached hereto as Exhibit B.
134. Upon information and belief, many of the patients who purchased ALPHA DENTAL's services and paid the financing application fee are over the age of sixty.

V. STATUTORY FRAMEWORK

a. Unfair Trade Practices and Consumer Protection Law

135. The Unfair Trade Practices and Consumer Protection Law (UTCPL) protects consumers by prohibiting "unfair methods of competition" and "unfair or deceptive acts or practices" in "trade" or "commerce." 73 P.S. §§ 201-1 *et seq.*

136. The UTPCPL defines “unfair methods of competition” and “unfair or deceptive acts or practices” in pertinent part, as any one or more of the following:

- (iii) Causing likelihood of confusion or misunderstanding as to the affiliation, connection or association with, or certification by, another;
- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- (ix) Advertising goods or services with the intent not to sell them as advertised;
- (xi) Making the false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates the likelihood of confusion or misunderstanding.

73 P.S. § 201-2(4)

137. The UTPCPL defines “trade” and “commerce” as “[T]he advertising, offering for sale, sale or distribution of any services...” 73 P.S. § 201-2(3)

138. All unfair methods of competition and unfair or deceptive acts or practices are unlawful. 73 P.S. § 201-3(a)

139. Whenever the Attorney General believes any person is using a method, act or practice declared unlawful by the UTPCPL, the Attorney General may bring an action in the name of the Commonwealth to enjoin the use of that method, act or practice. 73 P.S. § 201-4

140. Whenever a court issues a permanent injunction to restrain and prevent violations of the UTPCPL, the court may direct the defendants restore to any person in interest the money or property which was acquired by any violation of the UTPCPL. 73 P.S. 201-4.1
141. The UTPCPL empowers the court to impose a civil penalty on any person, firm or corporation that violated the Act of up to \$1,000 for each willful violation of the Act, and up to \$3,000 for each violation where the victim is sixty (60) years of age or older. 73 P.S. § 201-8(b)

b. Credit Services Act

142. The Credit Services Act regulates entities that assist buyers in obtaining extensions of credit, and requires the entities provide buyers with information and notice of their rights. 73 P.S. §§ 2181 *et seq.*
143. The Credit Services Act applies to credit services organizations, which are any organization that advises or assists buyers in obtaining extensions of credit for the payment of money or valuable consideration. 73 P.S. § 2182
144. The Credit Services Act prohibits any credit services organization from making any untrue or misleading representations in the offer or sale of its services. 73 P.S. § 2183(4)

145. Credit service organizations must provide buyers with a copy of an information sheet prior to the execution of a contract for services. 73 P.S. § 2184
146. Credit service organizations must retain an exact copy of the information sheet, signed by the buyer, acknowledging receipt of a copy of the information sheet for a period of three years. 73 P.S. § 2184
147. Credit service organizations must provide the buyer with an information sheet that includes, among other things, “[a] complete and accurate statement of the buyer’s right to review any file on the buyer maintained by any consumer credit reporting agency and the right of the buyer to receive a copy of that file.” 73 P.S. § 2185(1)
148. Credit service organizations’ contracts with buyers must be in writing, dated, and signed by the buyer. 73 P.S. 2186(a)
149. Credit service organizations’ contracts with buyers must include the following: the terms and conditions of payment; a detailed description of the services to be provided by the credit service organization; and the estimated date the credit service organization will complete services. 73 P.S. 2186(a)(2)-(4)
150. Credit service organizations’ contracts with buyers must include the following statement: “You, the buyer, may cancel this contract at any time

prior to 12 midnight of the fifth day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right.” 73 P.S. § 2186(a)(1)

151. Credit service organization contracts must include a “Notice of Cancellation,” stating the following:

Notice of Cancellation

You may cancel this contract without any penalty or obligation within five days from the date the contract is signed.

If you cancel, any payment made by you under this contract will be returned within 15 days following receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to (name of seller) at

_____ (address of seller) (place of business)

not later than 12 midnight (date).

I hereby cancel this transaction.

_____ (date) (purchaser’s signature)

73 P.S. § 2186(c)

152. Credit service organizations must provide a completed copy of the contract and all other documents to the buyer at the time of signing. 73 P.S. §2186(b)

153. A buyer cannot waive any of the Credit Services Act requirements, and a credit service organization cannot request the buyer do so. 73 P.S. § 2189

154. Any violation of the Credit Services Act is a violation of the Unfair Trade Practices and Consumer Protection Law. 73 P.S. 2190(a)
155. Any buyer injured by a credit services organization's violation of the Credit Services Act may bring an action for the recovery of damages, and the trial court may award damages, attorney fees and costs, and punitive damages. 73 P.S. § 2191
156. The Credit Services Act does not relieve parties of other responsibilities under any other applicable law. 73 P.S. § 2192(a)
157. The Credit Services Act provides remedies in addition to any other procedures or remedies for any violation of another applicable law. 73 P.S. § 2192(b)

VI. CLAIMS FOR RELIEF

COUNT I **VIOLATIONS OF THE UNFAIR TRADE** **PRACTICES AND CONSUMER PROTECTION LAW 73 P.S. §§ 201 *et seq.***

158. The COMMONWEALTH incorporates paragraphs 1 through 157 as if fully set forth herein.
159. ALPHA DENTAL, PATEL, and SNYDER misrepresented their affiliation with medical insurance and Medicare, causing confusion or misunderstanding in violation of Section 201-2(4)(iii) of the UTPCPL.

160. ALPHA DENTAL, PATEL, and SNYDER misrepresented the approval of dental services by medical insurance and Medicare, causing patients to believe that medical insurance would reimburse their purchases in violation of Section 201-2(4)(v) of the UTPCPL.
161. ALPHA DENTAL, PATEL, and SNYDER advertised dental services as eligible for medical insurance and Medicare reimbursement, with the intent not to sell the dental services as advertised in violation of Section 201-2(4)(ix) of the UTPCPL.
162. ALPHA DENTAL, PATEL, and SNYDER made false or misleading statements of fact regarding the existence of price reductions in the form of medical insurance and Medicare reimbursement in violation of Section 201-2(4)(xi) of the UTPCPL.
163. ALPHA DENTAL, PATEL, and SNYDER engaged in deceptive conduct that created the likelihood of consumer confusion and misunderstanding regarding the applicability of medical insurance and Medicare to dental services in violation of Section 201-2(4)(xxi) of the UTPCPL.
164. ALPHA DENTAL, PATEL, and SNYDER advertised dental services with the intent not to sell them at the advertised price in violation of Section 201-2(4)(ix) of the UTPCPL.

165. ALPHA DENTAL, PATEL, and SNYDER made false or misleading statements regarding the existence of price reductions for dental services in violation of Section 201-2(4)(xi) of the UTPCPL.

WHEREFORE, the COMMONWEALTH respectfully requests that this Honorable Court:

- a. Find ALPHA DENTAL, PATEL, and SNYDER to be in violation of the UTPCPL for willfully engaging in acts prohibited by Section 201-3;
- b. Enjoin ALPHA DENTAL, PATEL, and SNYDER from conducting any further acts that violate the UTPCPL;
- c. Determine the amount of full restitution to all patients who have suffered losses as a result of ALPHA DENTAL, PATEL, and SNYDER's acts and practices alleged in this Complaint, and any other acts or practices which violate the UTPCPL;
- d. Impose a civil penalty on ALPHA DENTAL, PATEL, and SNYDER of up to One Thousand Dollars (\$1,000) for each violation, which will increase to Three Thousand Dollars (\$3,000) for each violation where the victim was sixty years of age or older;

- e. Enjoin ALPHA DENTAL, PATEL, and SNYDER from the management, provision, and administration of dental services in the Commonwealth of Pennsylvania;
- f. Award the COMMONWEALTH the cost of investigation, attorneys' fees, filing fees and costs of this action; and
- g. Any other relief the Court deems appropriate.

COUNT II
VIOLATIONS OF THE
CREDIT SERVICES ACT 73 P.S. §§ 2181 et seq.

- 166. The COMMONWEALTH incorporates paragraphs 1 through 165 as if fully set forth herein.
- 167. ALPHA DENTAL, PATEL, and SNYDER operate as a “credit services organization” by providing advice and assistance to buyers in obtaining the extension of credit in return for the payment of money.
- 168. ALPHA DENTAL, PATEL, and SNYDER assist buyers in obtaining extensions of credit for dental services by preparing and submitting third party loan applications on behalf of patients.
- 169. The third party loan applications allowed the buyers to incur debt and defer payment for dental services.

170. ALPHA DENTAL, PATEL, and SNYDER receive payment for submitting applications on behalf of patients in the form of a five percent fee on the total cost of dental services.
171. ALPHA DENTAL, PATEL, and SNYDER did not provide buyers with information sheets, in violation of Section 2185 of the Credit Services Act.
172. ALPHA DENTAL, PATEL, and SNYDER did not provide buyers with a written contract for the services provided as a credit service organization, in violation of Section 2186 of the Credit Services Act.
173. ALPHA DENTAL, PATEL, and SNYDER did not provide buyers with notice of their right to cancel the contract, in violation of Section 2186 of the Credit Services Act.
174. ALPHA DENTAL, PATEL, and SNYDER made misleading representations regarding medical insurance's coverage of dental services, coercing patients to purchase their services in violation of Section 2183(4) of the Credit Services Act.
175. ALPHA DENTAL, PATEL, and SNYDER charged at least one buyer a cancellation fee within five days of obtaining an extension of credit, in violation of Section 2186 of the Credit Services Act.

WHEREFORE, the COMMONWEALTH respectfully requests that this Honorable Court:

- a. Find ALPHA DENTAL,PATEL, and SNYDER to be in violation of the Credit Services Act, for willfully engaging in acts prohibited by Sections 2183, 2184, 2185, and 2186;
- b. Enjoin ALPHA DENTAL, PATEL, and SNYDER from conducting any further acts that violate the Credit Services Act;
- c. Find ALPHA DENTAL, PATEL and SNYDER's violations of the Credit Services Act to be *per se* violations of the UTPCPL;
- d. Determine the amount of full restitution to all patients who have suffered losses as a result of ALPHA DENTAL, PATEL and SNYDER's acts and practices alleged in this Complaint, and any other acts or practices which violate the UTPCPL;
- e. Impose a civil penalty on ALPHA DENTAL, PATEL, and SNYDER of up to One Thousand Dollars (\$1,000) for each violation, which will increase to Three Thousand Dollars (\$3,000) for each violation involving a victim age sixty (60) or older;
- f. Enjoin ALPHA DENTAL, PATEL, and SNYDER from the management, provision, administration, and extension of credit services in the Commonwealth of Pennsylvania;
- g. Award the COMMONWEALTH the cost of investigation, attorneys' fees, filing fees and costs of this action; and

h. Any other relief the Court deems appropriate.

Respectfully submitted,

**Commonwealth of Pennsylvania,
Office of Attorney General**

**MICHELLE A. HENRY
ATTORNEY GENERAL**

Date: 9/7/23

By: 

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VERIFICATION

On this, the 7th day of September 2023, as a Consumer Protection Agent for the Commonwealth, I, Jeremy Robb, hereby verify that the facts set forth in the Commonwealth's Complaint are true and correct to the best of my knowledge, information and belief. I understand that this declaration is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

Date: 9/7/2023

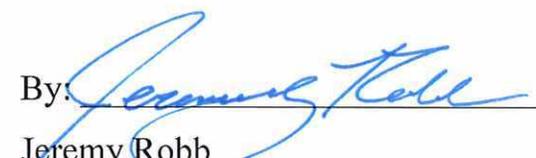
By: 
Jeremy Robb
Consumer Protection Agent

Exhibit A

Patient Name: _____

Identification Number: _____

Advance Beneficiary Notice of Noncoverage (ABN)

NOTE: If Medicare doesn't pay for the services/supplies below, you may have to pay.

Medicare does not pay for everything, even some care that you or your health care provider have good reason to think you need. We expect Medicare may not pay for the services/supplies below.

SERVICES/SUPPLIES:	Reason Medicare May Not Pay:	Estimated Cost

WHAT YOU NEED TO DO NOW:

- Read this notice, so you can make an informed decision about your care.
- Ask us any questions that you may have after you finish reading.
- Choose an option below about whether to receive the services/supplies listed above.

Note: If you choose Option 1 or 2, we may help you to use any other insurance that you might have, but Medicare cannot require us to do this.

OPTIONS: Check only one box. We cannot choose a box for you.

- OPTION 1.** I want the services/supplies listed above. You may ask to be paid now, but I also want Medicare billed for an official decision on payment, which is sent to me on a Medicare Summary Notice (MSN). I understand that if Medicare doesn't pay, I am responsible for payment, but I can appeal to Medicare by following the directions on the MSN. If Medicare does pay, you will refund any payments I made to you, less co-pays or deductibles.
- OPTION 2.** I want the services/supplies listed above, but do not bill Medicare. You may ask to be paid now as I am responsible for payment. I cannot appeal if Medicare is not billed.
- OPTION 3.** I don't want the services/supplies listed above. I understand with this choice I am not responsible for payment, and I cannot appeal to see if Medicare would pay.

Additional Information:

This notice gives our opinion, not an official Medicare decision. If you have other questions on this notice or Medicare billing, call **1-800-MEDICARE** (1-800-633-4227/TTY: 1-877-486-2048)

Signing below means that you have received and understand this notice. You also receive a copy.

Signature:	Date:
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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0566. The time required to complete this information collection is estimated to average 7 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

Exhibit B

General Financial Agreement

Patient: _____ Date: _____

Description of Treatment: _____

Total Fee: \$ _____ Insurance Estimate: \$ _____ Estimated Patient Balance: \$ _____

Plan A: Same day full cash/check payment (UNISURED PATIENTS ONLY)
A 5% discount is offered when the treatment is paid in full by cash or check at the time of the first appointment
Total Fee: \$ _____ Discount: \$ _____ Patient Amount Due: \$ _____

Plan B: (NO CREDIT CHECK, UP TO \$15,000) – DEPOSIT IS NON-REFUNDABLE
REQUIRES A CHECKING ACCOUNT OR DEBIT CARD – NO PREPAID CARDS CAN BE ACCEPTED
15% Fee: \$ _____ Treatment Total: \$ _____ Finance Total: \$ _____
Down Payment: \$ _____ Total Amount to be Divided for Monthly Payments \$ _____
Monthly Amount Due: \$ _____ Monthly Payments: _____

Plan C: Green Sky, Lending Club, Care Credit, Proceed Financing, Ally, United Medical Credit, Lending Point (CREDIT APPROVED)
____ Monthly Payments of: \$ _____ Terms: ____ Months Deferred Interest
____ Monthly Payments of: \$ _____ to \$ _____ Terms: 7.99% to 16.99% interest

Financial Responsibility and Agreement

I, _____, have chosen Payment Plan _____ above.
I understand that any dental plan is strictly a contract between me and my insurance carrier. As such, I agree to be responsible for full payment of all dental services not paid in full within 45 days regardless of dental benefits estimated above.

Patient/Guardian Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Your dental health is our top priority. The purpose of this form is to provide you with an estimate of fees for the dental services recommended. Please understand that this is only an estimate. The course of treatment may need to change for a variety of unforeseen reasons. Every effort will be made to inform you if a change in treatment becomes necessary.

With regards to estimating the patient balance for those with insurance, we would like to stress that we are only able to provide an estimate based on the information provided to our office by you and/or your dental carrier. Limitations and exclusions may exist in your dental plan that have not been disclosed to our office by your dental carrier. It is important our patients be aware that most insurance policies do not pay 100% of the charges incurred, and many have an annual deductible. The benefits that they receive depend upon the type of contract their employer has chosen with the insurance company. It is the responsibility of the patient to understand their dental coverage. If your dental plan pays more than expected, you will receive a refund. If your dental plan pays less than expected a balance due will be reflected on your monthly statement. Any remaining balance unpaid by dental insurance is the responsibility of the patient.

* I acknowledge that I have read the above statements and am consenting to the agreements/policies set forth by our practice:

Patient Signature _____ Date: _____