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[EXEMPT FROM FILING FEES
UNDER GOVT. CODE, § 6103]

11
 12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 13 FOR THE COUNTY OF LOS ANGELES

15
 16 **THE PEOPLE OF THE STATE OF CALIFORNIA,**
 17 Plaintiff,
 18 v.
 19 **ASPEN DENTAL MANAGEMENT, INC.**
 20 Defendant.

Case No. 26STCV14023
**STIPULATION FOR ENTRY
 OF FINAL JUDGMENT AND
 PERMANENT INJUNCTION**
**EXHIBIT A [PROPOSED]
 FINAL JUDGMENT**

21
 22 Plaintiff, the People of the State of California (“Plaintiff” or “People”), appearing through
 23 its attorney, Rob Bonta, Attorney General of the State of California, by Supervising Deputy
 24 Attorney General David Jones and Deputy Attorneys General Ari Dybnis, Kevin Reyes, Sean
 25 McGuire, and Hima Raviprakash, and Defendant Aspen Dental Management, Inc. (“Aspen
 26 Dental” or “Defendant”), appearing through its attorneys Kate Seikaly and Daniel Ahn, Reed
 27 Smith LLP, (collectively, the “Parties”) stipulate as follows:

- 28 1. The Final Judgment and Permanent Injunction (“Judgment”), a copy of which is

1 attached as Exhibit A, may be entered in this matter, and said entry of judgment may be ordered
2 by any judge of the Los Angeles County Superior Court. The Parties hereby stipulate and agree
3 that the Judgment includes an injunction under Business and Professions Code section 17203.

4 2. Concurrently with the filing of this Stipulation, the People have filed their
5 Complaint in the matter alleging that Defendant committed violations of Business and
6 Professions Code sections 17200 and 17500, among other statutes. By entering into this
7 Stipulation, Defendant does not admit any facts or legal claims alleged in the Complaint and is
8 settling this matter for the sake of resolution.

9 3. This Court has jurisdiction over the subject matter of this action and the
10 Defendants; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

11 4. The terms of this Judgment shall be governed by the laws of the State of
12 California.

13 5. Defendant waives its right to move to set aside the Judgment through any
14 collateral attack, and further waives its right to appeal from the Judgment. Nothing herein shall
15 waive any right to appeal from any decision in connection with a future effort to enforce the
16 Judgment.

17 6. The People may submit the Judgment to any judge of the Superior Court for
18 approval and signature based on this stipulation, including during the Court's ex parte calendar or
19 on any other ex parte basis, without notice to, or appearance by Defendant, and Defendant hereby
20 waives its right to any personal notice and right to appear.

21 7. The Parties are represented by counsel and have agreed on a basis for settlement of
22 the matters alleged in the People's Complaint. Each Party warrants and represents that it engaged
23 in arm's-length negotiations in good faith. In hereby executing the Agreement and this
24 Stipulation, the Parties intend to effect a good-faith settlement. The Parties agree to entry of the
25 Judgment without the need for trial, discovery in this action, or adjudication of any issue of law or
26 fact. Defendant represents that it freely and voluntarily enters into this judgment without any
27 degree of duress or compulsion. Defendant acknowledges that it is able to abide by the provisions
28 of the Judgment. Defendant further acknowledges that a violation of the Judgment may result in

1 additional relief under Business and Professions Code, section 17207.

2 8. Defendant agrees and acknowledges that the Judgment does not constitute an
3 approval by the Attorney General of any of Defendant’s business practices. Reference in the
4 Judgement to a particular act or practice does not imply that Defendant ever engaged in that act or
5 practice. Further, none of the Defendant, nor anyone acting on any of its behalf, shall state or
6 imply, or cause to be stated or implied, that the California Attorney General or any other
7 governmental unit of California has approved, sanctioned, or authorized any practice, act,
8 advertisement or conduct by Defendant.

9 9. By entering into this stipulation Defendant does not concede that appointments
10 scheduled by the Defendant’s call center constitute “referrals” as that term is used in the Business
11 and Professions Code.

12 10. Defendant represents that the dental practices with which it contracts in California
13 are independently owned and operate using the “Aspen Dental” trade name.

14 11. Defendant will accept service of any Notice of Entry of Judgment entered in this
15 action by email and agrees that email delivery of the Notice of Entry of Judgment will be deemed
16 personal service upon Defendant for all purposes.

17 12. Undersigned counsel for the People represents and warrants that they are fully
18 authorized to execute this Judgment on behalf of the People. Undersigned counsel for the
19 Defendant represents and warrants that they are fully authorized to execute this Judgment on
20 behalf of the Defendant.

21 13. This Judgment shall take effect immediately upon the entry thereof.

22 14. This Stipulation may be executed in counterparts, and the Parties agree that a
23 facsimile or scanned PDF signature shall have the same force and effect as an original signature.

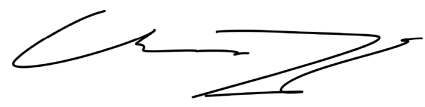
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Dated: April30, 2026

Respectfully Submitted,

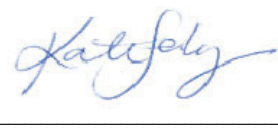

ROB BONTA
Attorney General of California



BY: ARI DYBNIS
Deputy Attorney General
Attorney for Plaintiff

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Dated: 4/29/2026

KATE SEIKALY
DANIEL AHN
REED SMITH LLP
Attorney for Defendants

Dated: 4/28/2026

Signed by: 

NILU MIEROLA
GENERAL COUNSEL
Defendant

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiffs,

v.

ASPEN DENTAL MANAGEMENT, INC.

Defendant.

Case No. 26STCV14023

**[PROPOSED] FINAL
JUDGMENT AND
PERMANENT INJUNCTION**

1 The People of the State of California, has filed a Complaint for permanent injunction and
2 other relief in this matter, alleging that Defendant Aspen Dental Management, Inc. violated
3 California Business and Professions Code sections 17200 et seq. and 17500 et seq. Plaintiff, by its
4 counsel, and Defendant, appearing through counsel, have agreed to the entry of this Final
5 Judgment (“Judgment”) by the Court without the taking of proof and without trial or adjudication
6 of any fact or law, without this Judgment constituting evidence of or an admission by Defendant
7 regarding any issue of law or fact alleged in the Complaint, and with all parties having waived
8 their right to appeal. The Court having considered the matter and good cause appearing states as
9 follows:

10 **NOW THEREFORE, upon the consent of the Parties thereto, IT IS HEREBY**
11 **ORDERED, ADJUDGED, AND DECREED THAT:**

12 **I. PARTIES AND JURISDICTION**

- 13 1. Plaintiff is the People of the State of California.
- 14 2. Defendant Aspen Dental Management, Inc. is a corporation organized under the
15 laws of Delaware and has its principal place of business in New York at 281 Sanders Creek
16 Parkway, East Syracuse, New York 13057.
- 17 3. This Court has jurisdiction over the allegations and subject matter of the People’s
18 Complaint filed in this action and the parties to this action; venue is proper in this County; and
19 this Court has jurisdiction to enter this Judgment.
- 20 4. This Judgment is entered pursuant to and subject to Business and Professions Code
21 section 17200 et seq., and Business and Professions Code section 17500 et seq.

22 **II. DEFINITIONS**

- 23 5. For the purposes of this Judgment:
- 24 a. “ADMI” and “Defendant” mean Aspen Dental Management, Inc.
- 25 b. “Clear and Conspicuous” (including the term “Clearly and
26 Conspicuously”) means that the representation being disclosed is of such size, color, contrast, or
27 audibility and is so presented as to be readily noticed and understood. A disclosure may not
28 contradict or be inconsistent with any other information with which it is presented. Without

1 limiting the requirements of the preceding sentences: Any disclosure is not clear and conspicuous
2 unless:

3 i. The disclosure is presented contemporaneously with or immediately
4 following the primary claim and the disclosure is not separated
5 from the primary claim by any text, audio, or other content, such
6 that, for example, if the claim is made online, the disclosure must
7 be visible on the same webpage, directly following or below the
8 claim without the need to click on a hyperlink to view the
9 disclosure;

10 ii. The disclosure is in the same medium as the primary claim, such
11 that, for example, a written disclosure must accompany a written
12 claim and an oral disclosure must accompany an oral claim; and

13 iii. If the disclosure explains or clarifies other information with which
14 it is presented, it must be presented in similar prominence as the
15 primary claim, such that, for example, a written disclosure must
16 have the same typeface and background as the primary claim and
17 must appear in type sufficient for a consumer to read and
18 comprehend it, and an oral disclosure must have the same volume
19 and speed (as uninterrupted or distracted from by other sounds,
20 images or text) as the primary claim.

21 c. “Clinical Staff” means any Practice employee who requires a license under
22 Division 2 of the Business and Professions code to perform any portion of their job.

23 d. “Dental Group Advertising and Referral Service” holds the same meaning
24 as is used in Business and Professions Code section 650.2, subdivision (a).

25 e. “Employees” includes employees, officers, directors, and independent
26 contractors.

27 f. “Incentives” means the payment of any remuneration, including but not
28 limited to any type of consideration or compensation.

1 b. ADMI must discontinue the use of and not enforce any existing contractual
2 provision restricting where any licensed clinician may practice or be employed.

3 c. ADMI must discontinue the use of and not enforce any existing contractual
4 provision restricting any licensed clinician from communicating in any way with patients whom
5 they have treated, including but not limited to any term that restricts Practice Owners or former
6 Practice Owners from retaining or treating patients who contact them, whether the licensed
7 clinician contracts with a competing dental services organization or not. This term does not
8 prohibit the use or enforcement of provisions restricting Practice Owners or former Practice
9 Owners from inducing, soliciting, enticing, diverting, persuading, requesting, encouraging, or
10 appropriating customers or patients for the benefit of a competing dental services organization.

11 d. ADMI must discontinue the use of and not enforce any existing contractual
12 provision requiring Practice Owners to surrender their offices and/or equipment if their
13 relationship with ADMI terminates. In the event a Practice Owner terminates their relationship
14 with ADMI, ADMI will provide the former Practice Owner the option to (1) assume the full
15 extent of obligations and rights under the office lease from ADMI, according to the terms of the
16 lease assignment as provided in paragraph 6.a above, and (2) purchase the equipment in the office
17 at fair market value.

18 e. ADMI must confer at least annually with each Practice Owner to negotiate
19 the services that ADMI provides that Practice Owner, including the nature and scope of services,
20 as well as service fees. The results of these negotiations must be memorialized in writing. If the
21 Practice Owner and Aspen Dental do not complete negotiations and memorialize the agreement in
22 writing within the first ninety (90) days of each new year, the Practice Owner can unilaterally
23 extend the negotiation period for another ninety (90) days. If the Practice Owner does not extend
24 the negotiation period, or the Practice Owner and ADMI do not reach an agreement within the
25 extended negotiation period, existing service contracts between the parties will automatically
26 terminate.

27 f. ADMI's service fees must not be based on Practice revenue, sales, or
28 profits.

1 g. Where ADMI sets the price for products and laboratory services that it sells
2 to a Practice, ADMI must provide a written fee schedule for such products and services. ADMI
3 cannot charge a fee greater than what is reflected in the fee schedule for such products and
4 services without providing Practice Owners with a revised fee schedule before they make an
5 order. At all times, Practice Owners must be permitted to purchase products and laboratory
6 services from any source other than ADMI.

7 h. ADMI cannot schedule an appointment type for a Practice without a
8 schedule of written estimates from the Practice Owner, or their designee, of the length of time
9 necessary for that appointment type. Any designee for this purpose must be a licensed dentist who
10 is an Employee of the Practice, except in the case of hygiene appointments, for which the
11 designee may be a licensed hygienist who is an employee of the Practice.

12 i. ADMI must allow Practice Owners to select a laboratory of their choice
13 for denture products prescribed to patients.

14 j. Whenever ADMI offers clinical training or clinical training materials, it
15 must Clearly and Conspicuously communicate that the training or materials are optional and not
16 mandatory. ADMI must not include any clinical training materials in any mandatory trainings or
17 training materials, including but not limited to Occupational Safety and Health Administration,
18 Health Insurance Portability and Accountability Act compliance, harassment, or other workplace
19 trainings.

20 k. ADMI must not suggest, direct, or encourage any licensed clinician, other
21 than a Practice Owner, to sell or increase revenue for any service or product. This provision
22 should not be interpreted to prevent ADMI from conducting optional clinical trainings, or to make
23 available metrics and analysis of the overall operations of Practices when authorized by the
24 Practice Owner.

25 l. ADMI must not communicate with any Practice Employees, except
26 Practice Owners, about treatment planning for, any product sold to, or procedures performed on
27 any specific patient, unless in response to a patient complaint, patient injury, or necessary for
28 appointment scheduling. This provision should not be interpreted to prevent ADMI from

1 conducting optional clinical trainings.

2 m. ADMI must not compensate any of its Employees based on the sales or
3 revenue of Practices, including based on the sale of a particular product or service, except where
4 the consideration is commensurate with the value of services that the individual has furnished to
5 the Practices.

6 n. ADMI must not pay any Practice Employees Incentives based on Practice
7 sales, revenue, or profit, including the sale of a particular product or service.

8 o. ADMI must not reimburse any Practice for Incentives based on sales,
9 revenue, or profit that the Practice offers to any Employees, including the sale of a particular
10 product or service.

11 p. ADMI must not be involved in the hiring of Practices' licensed clinicians
12 except that it may conduct initial screening of applicants; schedule interviews with applicant;
13 conduct screening interviews in which no clinical matters are discussed; perform background
14 checks, licensure checks, or other due diligence; and negotiate compensation and benefits within
15 a specific range of authority provided by the Practice Owner in advance of any negotiations.

16 q. ADMI must not conduct, solicit, or receive performance reviews or
17 evaluations for Practice Clinical Staff relating to their employment responsibilities and
18 performance. This provision shall not be interpreted to prohibit ADMI from collecting or
19 forwarding data relating to Practice Clinical Staff's performance to a Practice Owner if it is
20 requested by the Practice Owner.

21 r. ADMI must not employ any licensed person in any Practice to provide
22 work for which a license issued under Division 2 of the Business and Professions Code is
23 required.

24 s. ADMI must not determine the salary or compensation of any Practice
25 employee. This term shall not be interpreted to prohibit ADMI from providing information to a
26 Practice Owner, or their designee, for the purpose of the Practice Owner determining an
27 employee's compensation. Any designee for this purpose must be an employee of the Practice.

28 t. Unless authorized by the Practice Owner or their designee, ADMI must not

1 direct the location at which, or days or times on which, any Clinical Staff works. Where ADMI
2 directs or facilitates the movement of a Clinical Staff member from one Practice to another,
3 before work is performed, ADMI must collect and maintain: (1) a written request to ADMI by a
4 Practice Owner, or designee, requesting that ADMI facilitate the temporary employment of a
5 Clinical Staff member; (2) written assent from the owner of the Practice at which the Clinical
6 Staff member regularly works that the clinician may be absent for their employment for a
7 determined period of time; and (3) a written, fully executed employment contract between the
8 clinician and the Owner of the Practice to which they are being moved.

9 u. Where ADMI provides Practices with any automated treatment planning
10 and/or billing systems, the systems must require treatment plans containing an itemization of the
11 treatment plan's product and services. Billing systems must provide insured patients with their
12 treatment plans itemized by products and services that ADMI believes or knows to be covered or
13 not covered by the patients' insurer. Before any dental work or billing can commence, the patient
14 must agree to the treatment plan in writing with their signature following the treatment plan's
15 itemization and coverage information. The billing systems must also Clearly and Conspicuously
16 disclose the itemization and coverage information and that patients may reject any of the listed
17 products or services and still receive the remaining items on the treatment plan, unless their
18 treating clinician determines that specific items or services must be provided together to meet
19 standard of care.

20 v. ADMI must not default to any particular office hours for schedulers should
21 Practice Owners fail to specify their preferred office hours to ADMI.

22 w. ADMI must not require any Practice Owner to accept any type of insurance
23 and will not prohibit any Practice Owner from accepting any type of insurance. This term shall
24 not be interpreted to prohibit ADMI from providing information and advice to Practice Owners
25 regarding the impact of accepting certain types of insurance.

26 x. ADMI must not provide loans or advances to Practice Owners, including
27 the capital necessary to open a new Practice, except where a Practice Owner's monthly revenue is
28 insufficient to cover all applicable expenses due and payable. When ADMI provides a Practice

1 Owner with a loan or advance, it must memorialize the debt in writing and require the payment of
2 monthly interest that begins to accrue following the first of the month after the advance is made
3 and at a rate consistent with California law, but in no circumstances less than either the Prime
4 Rate or 4% per month, whichever is greater.

5 y. ADMI must not practice dentistry, including but not limited to the owning
6 or managing any dental office.

7 z. ADMI must register with the Dental Board of California as a Dental Group
8 Advertising and Referral Service.

9 aa. If more than 50% of appointments scheduled by the ADMI call center in a
10 particular calendar quarter are scheduled at Practices owned by a single Practice Owner, then
11 ADMI must include disclosures that comply with Business and Professions Code section
12 650.2(a)(8) in all advertisements used in the following calendar quarter.

13 bb. ADMI must require that Practice Owners Clearly and Conspicuously
14 identify the Practice Owner as the Practice's owner on signage on the exterior door and interior
15 reception area as a condition of the use of the "Aspen Dental" trademark and dress.

16 cc. When ADMI aids in the creation of, publication, or dissemination of
17 advertisements that are specific to one or more Practice, the advertisement must Clearly and
18 Conspicuously identify the Practice Owner's name.

19 dd. ADMI must provide Practice Owners with an opportunity to review and
20 veto each advertisement before disseminating any advertising for their Practice, whether the
21 advertisement is specific to the Practice or generally for all Practices.

22 ee. ADMI must receive Practice Owners' pre-approval in writing of marketing
23 initiatives for the upcoming quarter, including any promotions, offers, or discounts that ADMI
24 recommends that Practice Owners use in advertisements for the Practice Owners' Practice(s),
25 whether specific to a particular Practice or generally for all Practices.

26 ff. When ADMI aids in the creation, publication or dissemination for any
27 Practice, the advertisements must Clearly and Conspicuously disclose the following: "Aspen
28 Dental is a brand name used by independent dentists who own and control the dental care at their

1 offices and pay for their advertisements. Aspen Dental Management, Inc. provides non-clinical
2 support to these practices, including assisting in the creation of advertisements. As a result,
3 quality, hours, and clinical treatment decisions may vary between locations.”

4 gg. ADMI must not aid in the creation, publication, or dissemination of
5 advertisements that state that any Practice accepts all types of insurance unless true (i.e., it
6 accepts all commercial and government-funded insurance plans).

7 hh. When ADMI aids in the creation, publication, or dissemination of
8 advertisements for any Practice that include any offer or promotion, the advertisement must
9 Clearly and Conspicuously describe all terms and limitations.

10 ii. When ADMI aids in the creation, publication, or dissemination of
11 advertisements for any Practice that include a price for a specific product or service, the price
12 shall be exact, without the use of phrases, including, but not limited to “as low as,” “and up,”
13 “lowest prices,” or words or phrases of similar import.

14 jj. When ADMI aids in the creation, publication, or dissemination of
15 advertisements for any Practice that include offers for free services, the advertisement must
16 Clearly and Conspicuously disclose all terms, conditions, and limitations of the offer.

17 kk. When ADMI aids in the creation, publication, or dissemination of
18 advertisements for any Practice, all advertisements that run in any language other than English
19 must include all material terms, conditions, and limitations that are included in English-language
20 advertisements.

21 ll. ADMI must not use customer service agent or call center scripts that
22 discuss price or pricing promotions that are not exact or do not provide all factors affecting
23 variations in price.

24 mm. ADMI must not aid in the creation, publication, or dissemination of any
25 Practice advertisements that state that Practices craft dentures on-site unless all dentures are fully
26 manufactured on-site or the advertisement Clearly and Conspicuously discloses what types of
27 dentures (i.e., full dentures or partial dentures) are crafted on-site.

28 nn. ADMI must not aid in the creation, publication, or dissemination of any

1 Practice advertisements using testimonials unless the person providing the testimonial was a
2 patient of the specific Practice for which the advertisement is made, or, if the person was not a
3 patient of the specific Practice for which the advertisement was made, without Clearly and
4 Conspicuously disclosing the location of the practice at which the person received services and
5 that practice ownership and quality of care may vary among practices.

6 oo. When ADMI aids in the creation, publication, or dissemination of
7 advertisements for any Practice using any model, as defined in Business and Professions Code
8 section 651, subdivision (b)(3)(B), who shows their teeth, the advertisement must include a Clear
9 and Conspicuous disclosure that the advertisement features a model or otherwise conveys that the
10 model did not receive care at an Aspen Dental branded-Practice unless the model did receive care
11 at an Aspen Dental-branded Practice.

12 pp. ADMI must not aid in the creation, publication, or dissemination of
13 advertisements for any Practice that state that a Practice does not have any “hidden” or “surprise”
14 fees or costs unless true and not misleading or deceptive.

15 qq. When ADMI aids in the creation, publication, or dissemination of
16 advertisements for any Practice regarding the availability of financing, the advertisement must
17 Clearly and Conspicuously disclose that the availability of financing may be subject to credit
18 approval from a third-party credit card or financing company, that the financing is not a payment
19 plan from the Practice Owner or ADMI, and that payment options are subject to minimum
20 purchase amounts, regardless of the language in which the advertisement is made.

21 rr. ADMI must not aid in the creation, publication, or dissemination of
22 advertisements for any Practice that advertise in a false, misleading, or deceptive manner.

23 ss. ADMI must not engage in any acts or practices that violate Business and
24 Professions Code sections 17200 or 17500.

25 tt. ADMI must not aid in the creation, publication, or dissemination of
26 advertisements for any Practice that in any way violate any prohibition listed under Business and
27 Professions Code section 651, included in the California Dental Practices Act (Business and
28 Professions Code section 1600, et seq.), or any regulations promulgated by the Dental Board of

1 California related to advertising (California Code of Regulations, title 16, sections 1050-1054.3).

2 **IV. COMPLIANCE PROVISIONS**

3 7. The People and ADMI (collectively, the “Parties”) mutually select Dr. Cristin
4 Kearns, DDS, MBA, MS to act as a compliance monitor (“Monitor”) to oversee compliance with
5 the following injunctive provisions of this Judgment: III.6.a-y, bb, dd, and ee (“Monitor
6 Injunctive Terms”).

7 8. The cost of the Monitor shall be borne by Defendant, which shall pay the
8 Monitor’s invoice within forty-five (45) days of presentment by the Monitor. If there is a dispute
9 concerning the Monitor’s invoice, Defendant shall pay the undisputed sum to the Monitor and
10 shall deposit the disputed sum in escrow. Defendant and the Monitor, in consultation with the
11 Attorney General’s Office, shall meet and confer in good faith in an attempt to resolve the
12 dispute. If the dispute is not resolved, it may be presented to this Court upon ex parte application
13 or noticed motion for resolution. Any disputed sum amount will be released from escrow upon
14 mutual agreement by the Monitor and Defendant, or by Court order. The Monitor’s rate shall not
15 exceed their customary rate and shall be consistent with the rate charged by other professionals
16 with similar experience performing such oversight services.

17 9. The Monitor’s rights and obligations shall continue for thirty six (36) months from
18 the entry of Judgment (the “Oversight Period”).

19 10. If the Monitor resigns or is removed for any reason, Defendant shall meet and
20 confer with the People on the retention of a replacement Monitor within fourteen (14) days of the
21 Monitor’s resignation or removal. If the Parties cannot agree on a replacement, the Parties shall
22 jointly notify the Court of their respective positions by a motion to be heard by the Court within
23 thirty (30) days, or as soon thereafter as the Court may hear the matter. The Oversight Period
24 shall be tolled and extended pending the Court’s resolution of the objection and until a
25 replacement Monitor is retained and able to begin carrying out their duties pursuant to this
26 Judgment.

27 11. Three (3) months after entry of Judgment, the Monitor shall provide a status report
28 to the Parties. In that initial status report, the Monitor shall state which (if not all) Monitor

1 Injunctive Terms they will be able to analyze Defendant's compliance thereto in an initial written
2 report to issue three (3) months later. Six (6) months after entry of Judgment, the Monitor shall
3 issue the initial written report to the Parties in which the Monitor reviews and analyzes
4 Defendant's compliance with as many of the Monitor Injunctive Terms as the Monitor was
5 practically able to review and analyze during the time period. Six (6) months after the initial
6 written report, the Monitor shall issue a second report that reviews and analyzes Defendant's
7 compliance with any remaining Monitor Injunctive Terms that the Monitor did not report upon in
8 the initial written report, as well as updates on Defendant's compliance with as many other
9 Monitor Injunctive Terms as the Monitor is practically able to include. Following these two
10 reports, the Parties will meet and confer to determine the substance of additional written reports
11 that the Monitor shall issue every six (6) months for the remainder of the Oversight Period. The
12 reports shall detail the Monitor's findings and recommendations for corrective action, if any is
13 required. The People may reasonably request clarification or pose questions to the Monitor
14 regarding the reports, and the Monitor shall respond to such requests in a timely manner.

15 12. In order to perform their duties, the Monitor shall have reasonable access to all
16 records of and corporate records for all Practices, access to the Practices and their Employees, and
17 reasonable access to ADMI Employees who provide services for any Practice. Defendant shall
18 cooperate with the Monitor in order to allow the Monitor to carry out their duties pursuant to this
19 Judgment.

20 13. The Monitor shall maintain confidentiality of records covered by the federal
21 Health Insurance Portability and Accountability Act of 1996 (HIPAA), California medical
22 privacy laws, and third-party privacy rights, such as employee records and non-public financial
23 records. The Monitor shall disclose them only as required by law to regulatory agencies or law
24 enforcement, or to the Monitor's staff, facility staff, counsel for both parties, as well as their
25 Employees, agents and experts. The Monitor shall enter into and comply with a HIPAA-
26 compliant Business Associate Agreement with Defendant.

27 14. During the Oversight Period, Defendant shall provide the People within thirty (30)
28 days of a request, copies of documents sufficient to oversee compliance of the terms of this

1 agreement, including but not limited to marketing and advertising.

2 **V. MONETARY PAYMENTS**

3 15. Defendant is hereby ordered, pursuant to Business and Professions Code sections
4 17206 and 17536, to pay civil penalties in the total amount of two million dollars (\$2,000,000.00)
5 as follows:

6 a. Defendant shall wire the entire amount to the Office of the California
7 Attorney General, no later than fifteen (15) days following the entry date of the Judgment,
8 pursuant to instructions provided by the People. Defendant shall be responsible for any fees
9 associated with initiating the wire transfer or issuing of check necessary to make the required
10 payment.

11 16. Defendant is hereby ordered, pursuant to California Business and Professions
12 Code sections 17203 and 17535, to pay restitution in the total amount of three hundred thousand
13 dollars (\$300,000.00) (“Restitution Funds”) as follows:

14 a. Defendant shall provide full restitution from the Restitution Funds to all
15 Practice patients who, prior to the date of this Judgment: (i) paid full fee for
16 a “Problem Focused Exam,” (ii) otherwise qualified for a “Free Exam and
17 X-ray for new patients without insurance,” and (iii) did not already receive
18 an adjustment, refund, or credit for the amount of this procedure, by
19 making direct payments to each patient; and

20 b. Defendant shall provide full restitution from the Restitution Funds to all
21 Practice patients who purchased an electric toothbrush as part of a bundle
22 with any other products or services, up to the amount of the electric
23 toothbrush (and not the entirety of the bundle) by making direct payments
24 to each patient.

25 17. Within the first ninety (90) days following entry of Judgment (“Initial Restitution
26 Period”), Defendant shall take all reasonable efforts to contact and make payment to the Practice
27 patients referenced in ¶ 16(a)-(b) (“Restitution Patients”), including but not limited to multiple
28 attempts to contact them using each Restitution Patient’s last-known contact information and,

1 where appropriate, using reliable vendors to find current contact information.

2 18. Where Defendant is able to identify a Restitution Patient but despite all reasonable
3 efforts by Defendant, the Restitution Patient fails to claim payment of their Restitution Funds,
4 Defendant shall submit a report and transfer the payment to the State Controller's Office in
5 accordance with California's Unclaimed Property Law, or analogous state office in accordance
6 with applicable law, so that it may be claimed by the appropriate consumer.

7 19. In the event Defendant is unable to, despite all reasonable efforts, determine the
8 identity of any Restitution Patient within the Initial Restitution Period, then Defendant shall
9 transfer the funds owed to that patient to the Office of the California Attorney General, pursuant
10 to instructions provided by the People. The Office of the California Attorney General, at its sole
11 discretion, may disburse all such funds, including accrued interest, to The Victims of Corporate
12 Fraud Compensation Fund, established by Government Code section 12527.6, subdivision (c).

13 20. If the total amount owed to all Restitution Patients is less than three hundred
14 thousand dollars (\$300,000), Defendant shall transfer all remaining Restitution Funds to the
15 Office of the California Attorney General, pursuant to instructions provided by the People. The
16 Office of the California Attorney General, at its sole discretion, may disburse all such funds,
17 including accrued interest, to The Victims of Corporate Fraud Compensation Fund, established by
18 Government Code section 12527.6, subdivision (c).

19 21. One hundred eighty (180) days after entry of this Judgment, Defendant shall report
20 to the Office of the Attorney General on the status of all restitution payments, including the total
21 amount of restitution that has been successfully provided to patients, the total amount of
22 restitution payments that remain unclaimed as described in Paragraph 18, and the total amount
23 due to the Office of the California Attorney General pursuant to Paragraphs 19-20, and shall
24 transfer the amounts due to the Office of the California Attorney General pursuant to Paragraphs
25 19-20.

26 22. Under no circumstances shall the Restitution Funds, or any portion thereof, revert
27 to Defendant.

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1 **VI. GENERAL PROVISIONS**

2 23. Jurisdiction is retained for the purpose of enabling any party to this Judgment to
3 apply to the Court at any time for such further orders and directions as may be necessary and
4 appropriate for the construction or carrying out of the Judgment, for the modification of any of
5 the provisions thereof, for the enforcement of compliance herewith, or for the punishment of
6 violations hereof.

7 24. Defendant shall cooperate fully with the California Attorney General's Office in
8 any investigation concerning compliance with this Judgment.

9 25. Defendant shall pay all court costs and reasonable attorneys' fees associated with
10 any filings to successfully enforce any provision of this Judgment.

11 26. Unless otherwise directed by the Parties, all notices under this Judgment shall be
12 provided to the following via email:

13 For the People:
14 Ari Dybnis, Deputy Attorney General
15 Office of the Attorney General
16 300 S. Spring Street, Suite 1702
17 Los Angeles, CA 90013
18 Ari.Dybnis@doj.ca.gov

19 For Defendant:
20 Kate Seikaly
21 Reed Smith LLP
22 7900 Westpark Drive
23 Suite T700
24 McLean, VA 22102
25 Kseikaly@reedsmith.com

26 27. All deadlines set in this Judgment may be extended by the written agreement of
27 the Parties.

28 28. Nothing in this Judgment shall relieve the Defendant of its obligations to comply
with all federal, state, and local laws and regulations, including any applicable law or regulation
not mentioned herein. Nor shall anything in this Judgment preclude the People from conducting
new investigations or bringing a new action for any violation of applicable statutes or regulations

1 occurring after the date of entry of this Judgment. Nothing in this Judgment shall prevent
2 Defendant from raising any applicable defenses arising from a change in any law or regulation in
3 any other matter.

4 29. The clerk is ordered to enter this Judgment forthwith.

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6 **IT IS SO ORDERED**, this _____ day of _____, 2025.

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JUDGE OF THE SUPERIOR COURT

DECLARATION OF SERVICE BY E-MAIL

Case Name: THE PEOPLE OF THE STATE OF CALIFORNIA v. ASPEN DENTAL
MANAGEMENT, INC.
Case Number: 26STCV14023
Party Represented: People of the State of California

Declaration of Electronic Service

1. I am at least 18 years of age and not a party to this matter.
2. I am employed in the Office of the Attorney General of the State of California. My business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013-1230, County of Los Angeles.
3. My electronic service address is Lenee.Pandino@doj.ca.gov.
4. On May 4, 2026, I electronically served the following document[s]:

**STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT
INJUNCTION; EXHIBIT A [PROPOSED] FINAL JUDGMENT**

5. I electronically served the aforementioned document[s] by emailing them to the following individual[s]:

Kate Seikaly
Reed Smith LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071-1514
Email address: kseikaly@reedsmith.com

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on May 4, 2026.

Lenee Pandino
Declarant

/s/ Lenee Pandino
Signature