

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

PATRICK DERMESROPIAN, D.D.S.

Plaintiff,

v.

DENTAL EXPERTS, LLC d/b/a
DENTAL DREAMS, LLC, DENTAL
DREAMS LLC, FIELD OF DREAMS
DENTAL MANAGEMENT, LLC,
SAMEERA HUSSAIN, D.D.S.,
KHURRAM HUSSAIN, PETER
STATHAKIS and DAVID WOLLE,

Defendants.

Civ. No. 3:09-cv-30087

Hon. Michael A. Ponsor

PLAINTIFF'S FIRST AMENDED
VERIFIED COMPLAINT AND
DEMAND FOR JURY TRIAL

Plaintiff, PATRICK DERMESROPIAN, D.D.S. ("Dr. Dermesropian" or "Plaintiff"), by his attorneys, Ballon Stoll Bader & Nadler, P.C., complaining of Defendants DENTAL EXPERTS, LLC d/b/a DENTAL DREAMS, LLC, DENTAL DREAMS LLC, FIELD OF DREAMS DENTAL MANAGEMENT, LLC, SAMEERA HUSSAIN, KHURRAM HUSSAIN, PETER STATHAKIS and DAVID WOLLE (hereinafter, collectively referred to as "Defendants"), alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this Action:
 - a. Pursuant to 28 U.S.C. §1331, since this Action arises under the laws of the United States, *to wit*, the provisions of 18 U.S.C. §1961, *et seq.*;
 - b. Pursuant to 28 U.S.C. §1332, since the matter in controversy exceeds the sum of value of \$75,000, exclusive of interest and costs, and is between citizens of different States;

- c. Pursuant to 1964(c), since Defendants engaged in a pattern of racketeering activities; and
2. This Court has supplemental jurisdiction over Plaintiff's state statutory and common law claims pursuant to 28 U.S.C. §1367(a).
3. Venue is proper in this District:
 - a. Pursuant to 28 U.S.C. §§ 1391(a)(2) and (b)(2), since a substantial part of the events or omissions giving rise to the claim occurred in this District;
 - b. Pursuant to 28 U.S.C. §1391(a)(3), since one or more of the Defendants is subject to jurisdiction in this District; and
 - c. Pursuant to 28 U.S.C. §1391(b)(3), since one or more of the Defendants may be found in this District.

PARTIES

4. At all times relevant herein, Plaintiff, Dr. Dermesropian, was and still is a natural person licensed to practice dentistry in the States of Illinois, Massachusetts and Connecticut and engaged in the practice of his profession as a general dentist. Dr. Dermesropian resides at 77 Pheasant Hill Drive, West Hartford, Connecticut.
5. Upon information and belief, Defendant DENTAL EXPERTS, LLC d/b/a DENTAL DREAMS, LLC ("**DD-IL**") was and still is an Illinois Limited Liability Company maintaining its corporate headquarters at 430 West Erie Street, Suite 200, Chicago, Illinois.
6. DD-IL is a provider of dental services with dental clinics and billing offices in northern Illinois, Texas, Massachusetts, Pennsylvania and Connecticut.
7. DD-IL has more than 150 dentists and over 500 other employees currently staffing their offices nationwide.

8. DD-IL owns and operates all of the nationwide Dental Dreams clinics through one or more locally-licensed dentists at each one of its locations (hereinafter, the “DD Network”).

9. Defendant FIELD OF DREAMS DENTAL MANAGEMENT, LLC (“DD Management”) is an Illinois Limited Liability Company maintaining its corporate headquarters at 430 West Erie Street, Suite 200, Chicago, Illinois.

10. DD Management provides administrative and business services for the clinics comprising the DD Network. DD Management’s responsibilities include implementing, supervising and enforcing the business and professional standards, policies, rules and procedures for the DD Network clinics.

11. DD Management exercises, in part, control over the billing practices of the DD Network Clinics.

12. Defendant DENTAL DREAMS LLC (f/k/a Dental Dreams, L.L.C.) (“DD-MA”), was and still is a Massachusetts Limited Liability Company with a registered principal office address of 698 Crescent Street, Brockton, Massachusetts.

13. DD-MA maintains dental clinics and billing offices in various locations throughout the State of Massachusetts, including a location at 555 State Street, Springfield, Massachusetts.

14. DD-MA solicits dental patients within the State of Massachusetts and Connecticut, treats dental patients who reside in the State of Massachusetts and Connecticut, and employs dentists who reside in both of the foregoing States as well.

15. DD-MA is an entity in the DD Network and is controlled by DD Management.

16. At all times relevant herein, Defendant SAMEERA HUSSAIN, D.D.S. ("Dr. S. Hussain") was and still is a licensed dentist residing at 802 Deer Trail Lane, Oak Brook, Illinois.

17. Dr. S. Hussain is the principal officer and sole owner of DD-IL and the clinics comprising the DD Network (including DD-MA).

18. Dr. S. Hussain oversees all clinical operations for the Dental Dreams clinics comprising the DD Network.

19. Dr. S. Hussain's responsibilities include managing all vendor relations, overseeing lab work and dental supplies, and evaluating the compliance and performance of each dentist.

20. At all times relevant herein, Defendant KHURRAM HUSSAIN ("Mr. K. Hussain") is a natural person residing at 802 Deer Trail Lane, Oak Brook, Illinois. Mr. K. Hussain was and still is the husband of Dr. S. Hussain.

21. Mr. K. Hussain is a Manager, and registered Member of, DD Management.

22. Mr. K. Hussain's responsibilities include managing the DD Network, including DD-IL's and DD-MA's clinics.

23. At all times relevant herein, Defendant DAVID WOLLE ("Mr. Wolle") was and still is a natural person residing at 883 Fairview Road, Highland Park, Illinois.

24. Mr. Wolle is a registered Member of DD Management. He is actively engaged in the management of the DD Network, including DD-IL's and DD-MA's clinics.

25. At all times relevant herein, Defendant Peter Stathakis ("Mr. Stathakis") was and still is a natural person residing at 1215 Wilbraham Road, Springfield, Massachusetts.

26. Mr. Stathakis is a registered Member of DD Management. He is actively engaged in the management of the DD Network, including DD-IL's and DD-MA's clinics.

27. Together, Messrs. K. Hussain, Wolle and Stathakis did, and/or still do, exercise substantial dominion and control over the business and professional practices of DD Management and the DD Network, including DD-IL's and DD-MA's clinics.

NATURE OF ACTION

28. Dr. Dermesropian brings this action against Defendants for: (i) Retaliation in violation of the Massachusetts Health Care Whistleblower Statute (Mass. G.L. c. 149, §187); (ii) Retaliation in violation of the Illinois Whistleblower Act (740 ILCS 174/1 et seq.); (iii) Common law retaliatory discharge; (iv) Breach of contract; (v) Breach of contract – implied covenants; (vi) Tortious interference with contract and business relations.

29. Dr. Dermesropian further asserts claims against Defendants DD-IL and DD-MA, and against the individual Defendants, Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis, pursuant to the Racketeer Influenced and Corrupt Organizations (RICO) Act (18 U.S.C. §1964(c)); for violations of 18 U.S.C. §1962(c) and (d).

30. Dr. Dermesropian seeks recovery of compensatory and related damages, punitive damages and treble damages warranted by Defendants' wrongful conduct, together with the costs of litigation, interest and reasonable attorney's fees.

FACTS APPLICABLE TO ALL CAUSES OF ACTION

Dr. Dermesropian's Employment with DD-IL

31. On or around August 1, 2007, Dr. Dermesropian was engaged by DD-IL to provide general dentist services to patients at Bradley Dental in Bourbonnais, Illinois.

32. Bradley Dental is an entity in the DD Network, owned and/or operated by DD-IL.

33. Dr. Dermesropian performed his general dentistry duties for DD-IL at Bradley Dental until in or around July, 2008.

34. Dr. Dermesropian thereafter transferred to another clinic in the DD Network, at Springfield, Massachusetts (hereinafter, the “Springfield Clinic”), as discussed more fully below.

Dr. Dermesropian Observes and Reports Insurance Fraud and Creating False Records at DD-IL

35. While working at a DD-IL clinic, Dr. Dermesropian learned that another dentist employed by DD-IL, Dr. Tiberius Oancea (“**Dr. Oancea**”), was improperly postponing, from 2007 to 2008, the billing of completed dental procedures on a patient in order to maximize the reimbursements available from the patient’s insurance.

36. In 2007, Dr. Oancea performed certain procedures on a patient, which Dr. Oancea recorded in the patient’s chart and submitted to be billed. However, DD-IL’s billing department advised Dr. Oancea that, in light of prior 2007 billings, the newly-performed work to be billed would exceed the patient’s total coverage for 2007. For that reason, the billing department informed Dr. Oancea that DD-IL would not pay him for the work he performed which would not be covered by the patient’s insurance.

37. After receiving the foregoing information from the billing department, Dr. Oancea ripped out one or more pages from the patient’s chart for the year 2007, and re-recorded the subject procedures as work performed in 2008. He did this to bill out in 2008, the procedures he performed in 2007.

38. Dr. Oancea’s actions constituted mail fraud and/or wire fraud.

39. Dr. Dermesropian reported Dr. Oancea’s misconduct to Dr. Khoushan Azad (“**Dr. Azad**”) of DD Management.

40. Natalie Secrest of DD-IL’s billing department joined Dr. Dermesropian in reporting Dr. Oancea’s fraudulent billing and recordkeeping to Dr. Azad.

41. Dr. Azad failed to address or take any corrective action concerning Dr. Oancea and his misconduct.

42. Dr. Azad's conduct and his actions in allowing the fraudulent claim to be handled through DD's payment system aided and abetted Dr. Oancea's mail and/or wire fraud.

43. Thereafter, Dr. Dermesropian further reported Dr. Oancea's unlawful actions to Defendant Mr. Wolle.

44. Mr. Wolle, like Dr. Azad, also did nothing to correct or discipline Dr. Oancea's misconduct.

45. Mr. Wolle's conduct and his actions in allowing the fraudulent claim to be handled through DD's payment system aided and abetted Dr. Oancea's mail and/or wire fraud.

46. Instead of taking steps to prevent the fraud, Dr. Azad and/or Mr. Wolle asked Natalie Secrest to "keep quiet" about Dr. Oancea's actions.

47. Dr. Azad and Mr. Wolle's request further aided and abetted Dr. Oancea's mail and/or wire fraud.

48. In addition, Dr. Oancea was caught bribing, or attempting to bribe, DD-IL's receptionist to assign him the most desirable patients (i.e. those having private insurance – rather than Medicaid) to him. Upon information and belief, Dr. Oancea did this to raise his income production and compensation.

49. Dr. Dermesropian also reported this further misconduct of Dr. Oancea to Mr. Wolle.

50. Mr. Wolle dismissed Dr. Dermesropian's report and told Dr. Dermesropian to ignore Dr. Oancea's misconduct.

Dr. Dermesropian's Employment with DD-M A

51. In or around June 2008, Dr. Dermesropian entered into an Independent Contractor Agreement (the "Contract") with a "Dental Dreams, LLC ***, an [sic] Massachusetts Limited [sic] Company, with its head office at 430 W. Erie, Suite 200, Chicago, Illinois 60610." Attached hereto as **Exhibit A** is an unsigned copy of the Contract, the original of which the parties signed.

52. While, on the one hand, the Agreement purports to be between Dr. Dermesropian and DD-MA, on the other, it is DD-IL's and DD Management's head office address that appears (due to foregoing express inconsistency in the Contract, this entity is hereinafter referred to as DD-MA/IL).

53. The Contract provides, among other things, that DD-MA/IL engaged Dr. Dermesropian, commencing on September 1, 2008, for the purpose of providing "general dentist services to [DD-MA/IL] patients" "at the Massachusetts [Dental Dreams, LLC] clinic in Springfield [Massachusetts]."

54. The Contract provides, in pertinent part:

7. Term. The initial term of this [Contract] shall commence as of the Commencement Date and shall continue for a period of one (1) year thereafter (the "Initial Term") unless sooner terminated by [DD-MA/IL] pursuant to section 8 below. *Upon expiration of the Initial Term, this [Contract] shall automatically renew for successive terms of one (1) year each upon the same terms and conditions, unless either party provides the other with written notice of its intent not to renew at least one hundred twenty (120) days prior to the expiration of the then current term.* [emphasis in original]
8. Termination. Either party may terminate this [Contract] for any reason upon one hundred twenty (120) days prior written notice to the other party. This [Contract] shall automatically terminate upon the occurrence of any of the following events:

- A. By written agreement of both parties.
- B. If Dentist [i.e. Dr. Dermesropian] has breached the terms of this [Contract].
- C. The suspension, revocation of, or failure to procure or maintain any and all of the licensing and certification requirements set forth by State, Federal or local laws and regulations governing the performance of dental services under this [Contract].
- D. In the event Dentist [i.e. Dr. Dermesropian] shall fail or refuse to diligently perform the provision of this [Contract] or the usual customary duties of a dentist.
- E. In the event Dentist [Dr. Dermesropian] violates the rules, regulations, policies or procedures of [DD-MA/IL].
- F. In the event Dentist's [i.e. Dr. Dermesropian's] conduct, either personally or professionally, is such that [DD-MA/IL] deems such conduct to be inconsistent with or detrimental to achieving the business and/or professional goals of [DD-MA/IL].

12. Applicable Law. This [Contract] shall be governed and construed according to the laws of the State of Illinois.

55. Under the terms of the Contract, Dr. Dermesropian was entitled to receive the greater of: (i) \$690.00 compensation for every 8 hours worked, or (ii) thirty percent (30%) of the total amount DD-MA/IL billed for dental services Dr. Dermesropian provided during the previous biweekly period, less any amount previously billed which DD-MA/IL did not receive and, in good faith, deemed uncollectable and wrote off as a receivable, less thirty percent (30%) of laboratory fees attributed to treatment Dr. Dermesropian provided.

56. Further according to Contract, if Dr. Dermesropian worked at least 40 hours per week, he became entitled to reimbursement of a portion of his health and professional liability insurance premiums.

57. Additionally, Dr. Dermesropian was to be paid a \$5,100.00 retention bonus on the one year anniversary of the date of commencement in MA [i.e. September 1, 2009], and an equal

amount thereafter on the annual anniversary of that date for the next two years [i.e. September 1, 2010 and 2011], provided he continued to work at least forty hours a week during that time.

58. The Contract provided that, “in the event either party . . . has to commence litigation to enforce a provision or right under this [Contract], the non-prevailing party agrees to pay the prevailing party’s costs and expenses, including but not limited to, reasonable attorney’s fees incurred in connection with such litigation.”

59. The original copy of the Contract was executed by Dr. Dermesropian, and by “Sameera Hussain, President” on behalf of “Dental Dreams, LLC”.

Dr. Dermesropian’s Complaints and Reports of Misconduct at DD-MA/IL to DD-IL, DD-MA and DD Management

60. Following the commencement of his employment at the Springfield Clinic, Dr. Dermesropian observed and/or learned of a variety of improper practices being engaged in at the clinic, including without limitation:

- a. DD Management personnel – particularly Messrs. K. Hussain, Wolle and Stathakis – interfered with and dictated the course of patients’ treatments, notwithstanding none of these individuals were trained or licensed to practice dentistry;
- b. DD Management personnel – particularly Messrs. K. Hussain, Wolle and Stathakis – urged and directed DD-MA dentists, including Dr. Dermesropian, to be “more aggressive” in patients’ treatment plans, resulting in patients being subjected to dental procedures that were not medically necessary or advisable;
- c. engaging in questionably false and fraudulent billing practices, such as “pre-billing” for dental prosthetics (*i.e.*, billing out for dentures, crowns and

bridges at the “impression” stage, and NOT on delivery thereof to the patient), when seeking reimbursement from Medicaid and private insurance providers;

d. failing to seek “pre-approval” from patients’ insurance providers prior to having a dentist perform dental services and/or procedures in order to determine whether the cost of the procedure would be covered and reimbursable by the insurance provider; and, whether a given patient had or had not exceeded their annual limit for insurance coverage.

e. routinely failing to make any attempt to collect patients’ outstanding balances for dental services already rendered by DD Network dentists, including services rendered by Dr. Dermesropian, the amounts of said balances equaling that which DD-MA/IL was not reimbursed by the patient’s insurance provider, either because the services were not fully (or, at all) reimbursable under a given patient’s dental insurance plan, or because the patient had already exceeded their annual limit for dental insurance coverage;

f. routinely waiving the aforementioned unreimbursed and outstanding balances of patients, as well as any co-pays due from patients;

g. routinely refusing to compensate DD Network dentists, including Dr. Dermesropian, on the full value of the dental services they rendered pursuant to their Contract, and which were billed to the patient and their insurance provider, on account of DD-MA/IL making no attempt to collect from the patient the unreimbursed and outstanding balance before waiving the same;

h. providing at least one dentist – Dr. Azad – access to and use of another dentist’s – Dr. S. Hussain’s – Drug Enforcement Administration (DEA)

registration number, notwithstanding (or because) the former had not yet received his own DEA registration number, nor did he work at the Springfield Clinic;

i. knowingly permitting staff members of the Springfield Clinic to enter eating facilities with infected laboratory coats which were then disposed of in kitchen garbage cans, thereby subjecting all other employees, their families, and the dental clinic's patients to a risk of contracting infectious diseases; and

j. failing to maintain and protect patient-privacy and confidentiality as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) by, but not limited to: (i) writing patients' confidential medical information on the exterior of patient records and charts; (ii) disposing of papers with confidential medical information in regular trash receptacles, without the shredding thereof; and (iii) openly posting in plain view a daily schedule of procedures containing patients' names, exposing such information to all other patients and visitors of the Springfield Clinic.

61. Messrs. K. Hussain, Wolle and Stathakis were among the persons either engaging in or condoning the above conduct, or both.

62. The actions detailed in paragraph 60(b) and 60(c) above constituted mail and/or wire fraud as well as aiding or abetting mail and/or wire fraud. Each of Messrs. K. Hussain, Wolle and Stathakis committed the acts set forth in paragraphs 60(b) and 60(c) at least twice during the period of time relevant to the complaint.

63. DD-MA/IL (i.e., DD-MA and/or DD-IL), DD Management and Messrs. K. Hussain, Wolle and Stathakis, in particular, engaged in the foregoing conduct and practices at the Springfield Clinic with the knowledge, consent and approval of Dr. S. Hussain.

64. Dr. S. Hussain's actions aided and abetted the mail and/or wire fraud committed by Messrs. K. Hussain, Wolle and Stathakis, as well as constituted mail and/or wire fraud in their own right. Dr. S. Hussain committed at least two acts of mail and/or wire fraud, and aiding and abetting mail and/or wire fraud.

65. These acts of mail and/or wire fraud harmed and were intended to harm: (a) the insurance companies and/or state health insurances, including, but not limited to, Metlife, Delta Dental, United Concordia, Guardian, Blue Cross Blue Shield, Cigna and Aetna; (b) the patients who received unnecessary procedures and whose insurance caps were needlessly exhausted; and (c) the dentists who did not participate in Defendants' scheme of exhausting their patients' insurance caps on unnecessary procedures.

66. On more than one occasion, Plaintiff rendered dental services under the Contract for which he was not paid his contract rate because the given patient(s) had reached their insurance limit for the year.

67. Upon information and belief, on at least one of these occasions, a patient had received unnecessary treatment which resulted in the patient's insurance limit being exhausted. As a further result, Dr. Dermesropian was prevented from receiving his due compensation for services rendered for the patient.

68. Additionally, Dr. Dermesropian directly observed and/or experienced Messrs. K. Hussain, Stathakis, and Wolle, engaging in the following conduct and practices when managing and operating the Springfield Clinic:

- a. using derogatory, disrespectful and demeaning language when addressing the staff, including the dentists, both in and out of the presence of patients;

- b. denying dentists computer access, notwithstanding the necessity of accessing diagnostic and treatment tools;
- c. demanding contract dentists work hours well in excess of those contractually required; and
- d. threatening to discharge dentists for refusing to comply with and participate in Messrs. K. Hussains's, Wolle's and Stathakis' instructions and directives, even if (and, most oftentimes, after), the refusing dentist voiced their beliefs and concerns regarding the improperness or unlawfulness of the directed behavior.

69. Messrs. K. Hussain, Wolle and Stathakis engaged in the foregoing conduct and practices with the knowledge, consent and approval of Dr. S. Hussain.

70. These actions, particularly those described in ¶ 65(d) constituted mail and/or wire fraud and aiding and/or abetting mail and/or wire fraud.

71. In fact, DD Management, namely Messrs. K. Hussain, Wolle and Stathakis, urged and/or directed Dr. Dermesropian to be "more aggressive" in his medical treatment plans.

72. From the conversations, it was clear that Defendants were urging Plaintiff to commit acts of mail and/or wire fraud similar to those described at length herein.

73. Dr. Dermesropian ignored and refused DD Management's instructions to improperly create and submit billable dental work because he believed them to be unlawful and unethical.

74. Upon information and belief, as well as reasoned inference, based on their behavior towards Plaintiff, Defendants similarly urged and/or directed other doctors working for DD to be more aggressive in their medical treatment plans.

75. In and between September 2008 and October 7, 2008, Dr. Dermesropian reported the foregoing and other conduct and practices occurring at the Springfield Clinic to Dr. S. Hussain.

76. In and between September 2008 and October 7, 2008, Dr. Dermesropian likewise reported the foregoing and other conduct and practices occurring at the Springfield Clinic to DD Management, including in reports made to Messrs. K. Hussain, Wolle and Stathakis.

77. Upon making these reports and complaints, DD Management, namely Messrs. K. Hussain, Wolle and Stathakis, advised Dr. Dermesropian that in order to preserve his employment, he was required to simply follow instructions.

78. Defendants threats aiding and abetted their, as well as other DD employees', mail and/or wire fraud.

79. In addition to the incident involving Dr. Oancea in Illinois, Dr. Dermesropian also obtained first-hand knowledge of Defendants' illegal and fraudulent billing practices at the Springfield Clinic, after discovering he received credit for dental work that was not yet completed and/or delivered to the patient.

80. When Dr. Dermesropian questioned DD Management (i.e. Messrs. K. Hussain, Wolle and/or Stathakis) about this practice, Dr. Dermesropian was advised that such were the billing practices of the DD Network (relevantly, DD-IL and DD-MA) and he was not to interfere therewith.

81. These practices constituted mail and/or wire fraud and Defendants' attempt to pressure Plaintiff into not interfering with the mail and/or wire fraud.

82. These acts also constituted extortion as they pressured Dr. Dermesropian to give up his intangible rights via fear of losing his rights in the Contract with DD-MA/IL and his employment.

83. Furthermore, Defendants' threats to Dr. Dermesropian's Contract and/or employment were intended to compel him to commit acts against his will, namely to refrain from complaining about or interfering with Defendants' mail and/or wire fraud.

84. Defendants' threats to Dr. Dermesropian's Contract and/or employment were made to compel him to act against his will and participate in Defendants' acts of mail and/or wire fraud.

85. From September 1, 2008 through October 7, 2008, Dr. Dermesropian, despite his refusal to participate in Defendants' enterprise and schemes, succeeded in achieving exceptional work production at the Springfield Clinic which, in turn, resulted in providing considerable income to Defendants.

86. Dr. Dermesropian's success was attributable to his high-achieving work habits and professional acumen.

87. On October 7, 2008, Defendants terminated Dr. Dermesropian's employment.

88. Defendants did not give Dr. Dermesropian any notice, written or otherwise, prior to terminating the Contract and his employment.

89. Defendants did not obtain Dr. Dermesropian's agreement to terminate the Contract and his employment.

90. At no time prior, contemporaneous, or subsequent to Dr. Dermesropian's termination did Defendants identify the occurrence of any one of the events specified in the Contract as grounds for terminating the Contract and Dr. Dermesropian's employment.

91. Defendants' termination of Dr. Dermesropian aided and abetted Defendants' mail and/or wire fraud by: (a) removing a person who could stop their fraud or inform the government of such fraud; and, (b) allowing Defendants to replace Dr. Dermesropian with a dentist who, upon information and belief, would cooperate with Defendants' fraud, thereby increasing their ill-gotten profits.

92. Upon information and belief, Defendants (corporate and the individual) engaged in the herein described conduct and practices to, among other things, maximize revenue and earnings by exploiting patients, the reimbursement policies of patients' insurance providers, and the dentists employed by the DD Network's clinics.

93. Upon information and belief, DD Management's directives were calculated to further the DD Network's, DD Management's, and the individual Defendants' exploitative revenue-generating practices and policies, as set forth hereinabove.

94. In short, Defendants knowingly and purposefully engendered and promoted a culture of conduct, practices and policies which, upon information and belief, were unlawful and/or unethical. These practices include, but are not limited to: (a) furnishing dental services that were not medically necessary or advisable; (b) illegal billing and insurance fraud; and, (c) violations of various federal laws (e.g. DEA, Racketeer Influenced Corrupt Organizations (RICO), HIPAA and the Federal Occupational Safety & Health Administration (OSHA)) and state laws.

95. Another example of Defendants' mail and/or wire fraud involved their billing of health insurance companies and structuring their payment system in a misleading manner so as to fraudulently cause the United States Internal Revenue Service ("IRS") to believe monies paid to and retained by the DD Network had actually been paid to dentists, such as Dr. Dermesropian.

96. As a direct and proximate result of Defendants' mail and/or wire fraud, Dr. Dermesropian was harmed because Defendants' fraud caused the IRS to believe Dr. Dermesropian received a greater income than he actually had. As a result, Dr. Dermesropian was required to defend himself, thereby causing him to suffer a loss of compensation and other remuneration, emotional harm and other damages.

COUNT I

Mass. G.L. c. 149, §187 (Mass. Health Care Whistleblower Statute) Violation (against Defendants DD-IL, DD-MA and DD Management)

97. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

98. The dental clinic owned and operated by Defendants Dental Dreams, LLC and Field of Dreams Management was and is a health care facility, as defined in G.L. c. 149, § 187(a).

99. Dr. Dermesropian, a dentist licensed to practice dentistry in, among others, the State of Massachusetts, was and is a health care provider, as defined in G.L. c. 149, § 187(a).

100. Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis were managers, as defined in G.L. c. 149, §187(a).

101. As more fully described hereinabove, following the commencement of his employment with DD-IL, and continuing through his employ at the Springfield Clinic, Dr. Dermesropian observed and/of learned of a variety of improper activities, policies and practices (hereinafter, collectively referred to as the "Activities").

102. Dr. Dermesropian complained of and reported the Activities to Defendants.

103. Dr. Dermesropian reasonably believed certain of the Activities he reported to Defendants were in violation of a law or rule or regulation promulgated pursuant to law.

104. Dr. Dermesropian reasonably believed certain of the Activities he reported to Defendants were in violation of professional standards of practice which he believed posed a risk to public health.

105. Dr. Dermesropian objected to and refused to participate in the Activities which he reasonably believed were in violation of a law or rule or regulation promulgated pursuant to law.

106. Dr. Dermesropian objected to and refused to participate in the Activities which he reasonably believed both were both in violation of professional standards of practice, and posed a risk to public health.

107. Defendants terminated Dr. Dermesropian's employment and his Contract because he reported the Activities to Defendants (including to DD-IL, DD-MA, DD Management, and to Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis, individually).

108. Defendants terminated Dr. Dermesropian's employment and his Contract because he objected to and refused to participate in the Activities.

109. Defendants DD-IL's, DD-MA's and DD Management's conduct, including but not limited to terminating Dr. Dermesropian's employment and his Contract, was retaliatory action, as defined in violated G.L. c. 149, § 187(a), in violation of Dr. Dermesropian's rights as protected by G.L. c. 149, § 187(b).

110. As a result of Defendants' conduct and violation of Dr. Dermesropian's rights, Dr. Dermesropian has suffered, and will continue to suffer: (a) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr. Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

COUNT II

740 ILCS 174/1 et seq. (Ill. Whistleblower Act) Violation
(against Defendants DD-IL, DD-MA and DD Management)

111. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

112. Defendants DD-IL, DD-MA and DD Management were and are employers, as defined in 740 ILCS 174/5.

113. Dr. Dermesropian was an employee, as defined in 740 ILCS 174/5.

114. As discussed at length hereinabove, Dr. Dermesropian refused to participate in the Activities that would result in a violation of a state or federal law, rule or regulation.

115. Defendants retaliated against Dr. Dermesropian and terminated his employment because he refused to participate in the Activities.

116. Defendants DD-IL's, DD-MA's and DD Management's actions taken in retaliation against Dr. Dermesropian, including but not limited to terminating his employment, were a violation of Dr. Dermesropian's rights as protected by 740 ILCS 145/20.

117. As a result of Defendants' conduct and violation of Dr. Dermesropian's rights, Dr. Dermesropian has suffered, and will continue to suffer: (a) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr. Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

118. Defendants' conduct leading up to and including their retaliatory discharge of Dr. Dermesropian, all of which is set forth fully hereinabove, was committed with malice and demonstrated Defendants' willful and wanton disregard for Dr. Dermesropian's rights.

119. By reason of the foregoing, the imposition of punitive damages against Defendants is appropriate to deter such future conduct by the herein Defendants, and other employers, the amount of which to be determined at trial, but in no event less than \$6,000,000.00.

COUNT III

Common Law Retaliatory Discharge

(against Defendants DD-IL, DD-MA and DD Management)

120. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

121. Dr. Dermesropian had a recognized right to engage in certain “protected” activities, including: (a) making complaints to his employer about unlawful conduct; and (b) refusing to participate in his employer’s unlawful conduct.

122. After commencing his employment and observing the conduct discussed hereinabove (i.e. the Activities), Dr. Dermesropian reported and made complaints of the same to Defendants (i.e. to DD-IL, DD-MA, DD-Management, and to Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis, individually).

123. Dr. Dermesropian refused to participate in the Activities.

124. When making his complaints and refusing to participate, Dr. Dermesropian had a good-faith belief that Defendants’ conduct, and the Activities in particular, were unlawful.

125. Defendants terminated Dr. Dermesropian in retaliation for his engaging in the aforementioned protected activities.

126. As a result of Defendants’ conduct and violations of Dr. Dermesropian’s rights, Dr. Dermesropian has suffered, and will continue to suffer: (b) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr.

Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

127. Defendants' conduct leading up to and including their retaliatory discharge of Dr. Dermesropian, as set forth more fully herein, was committed with malice and demonstrated a willful and wanton disregard for Dr. Dermesropian's rights.

128. By reason of the foregoing, the imposition of punitive damages against Defendants is appropriate to deter such future conduct by the herein Defendants, and other employers, the amount of which to be determined at trial, but in no event less than \$6,000,000.00.

COUNT IV

Breach of Contract

(against Defendants DD-IL and DD-MA)

129. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

130. Plaintiff had a valid and enforceable contract by virtue of the "Independent Contractor Agreement" (i.e. the Contract) which was "made and entered into as of" on or about September 1, 2008 between "Patrick Dermesropian [] and Dental Dreams, LLC" "in consideration of the mutual promises and covenants contained [therein], and other good and valuable consideration, the receipt and sufficiency of which [was thereby] acknowledged."

131. Dr. Dermesropian and Dental Dreams, LLC agreed, among other things, that Dr. Dermesropian would "provide general dentist services to [Dental Dreams, LLC's] patients at one or more of the [Dental Dreams, LLC] dental clinics, under the terms and conditions contained in

th[e] [Independent Contractor] Agreement” for an “initial term . . . of one (1) year . . . unless sooner terminated pursuant to section 8” of the Independent Contractor Agreement.

132. Section 8 of the Independent Contractor Agreement specifies seven grounds for “sooner termination,” including: (i) by “either party . . . for any reason upon one hundred and twenty (120) days notice prior written notice to the other party;” (ii) “[b]y written agreement of both parties;” and, (iii) the “occurrence of any of” five other “events” encompassing “breach[es]” or “violat[ions]” of the Independent Contractor Agreement.

133. Commencing on September 1, 2008, and continuing through October 7, 2008, Dr. Dermesropian provided dental services to patients at the Dental Dreams clinic in Springfield, Massachusetts and performed all other terms and conditions under the Independent Contractor Agreements.

134. On October 7, 2008, Defendants breached the Independent Contractor Agreement by terminating Dr. Dermesropian’s employment: (a) without any prior written (or any other) notice; (b) without Dr. Dermesropian’s written agreement; and (c) without identifying the occurrence of any one of the events specified in the Independent Contractor Agreement.

135. In addition, Defendants breached the Independent Contractor Agreement by refusing to compensate Dr. Dermesropian according to his contract rate of 30% of the “total amount billed by [DD-MA/IL] for the professional dental services” he provided.

136. The Independent Contractor Agreement provides that DD-MA/IL could only deduct from Dr. Dermesropian’s compensation a percentage of “any amount which [DD-MA/IL] ha[d] not received for services rendered and billed in previous periods which [had], in good faith, been deemed uncollectable by [DD-MA/IL] and written of as a receivable of [DD-MA/IL].”

137. Given Defendants' routine business practice of making no attempt to collect patients' unreimbursed and outstanding balances before waiving the same, upon information and belief, Defendants could not have, in good faith, deemed uncollectable and written off as a receivable the waived amounts.

138. As a result of Defendants DD-IL's and/or DD-MA's breach of the Independent Contractor Agreement, Dr. Dermesropian has suffered, and will continue to suffer lost wages, benefits and other remuneration due and owing thereunder, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

139. Under the express terms of the Independent Contractor Agreement, should Dr. Dermesropian prevail in this litigation, DD-IL and/or DD-MA contractually agreed to pay Dr. Dermesropian's costs and expenses, including but not limited to, his reasonable attorney's fees incurred in connection with such litigation.

COUNT V

Breach of Contract – Implied Covenants (against Defendants DD-IL and DD-MA)

140. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

141. Dr. Dermesropian's contract with DD-IL and/or DD-MA included implied covenants of good faith and fair dealing which required Defendants to exercise discretion reasonably and with proper motive, and not arbitrarily, capriciously, or in a manner inconsistent with the Dr. Dermesropian's reasonable expectations.

142. Based on the express contractual terms, Dr. Dermesropian had a reasonable expectation that his employment under the Independent Contractor Agreement would continue

for (at least) the “initial term” of one (1) year, and could only be “sooner terminated by [Dental Dreams]” in accordance with the explicit provisions contained in section 8 of the agreement.

143. As set forth above, Defendants DD-IL and DD-MA offered no grounds or explanation for terminating Dr. Dermesropian’s employment.

144. Based on the foregoing, Defendants DD-IL’s and DD-MA’s termination of Dr. Dermesropian was without proper motive and the result of an unreasonable, arbitrary and capricious exercise of discretion.

145. Defendants DD-IL and DD-MA likewise failed to act in a manner consistent with Dr. Dermesropian’s reasonable expectations when terminating his employment after only six weeks, in violation of the Independent Contractor Agreement, as well as the law.

146. As a result of Defendants DD-IL’s and/or DD-MA’s breach of the implied covenants of the Independent Contractor Agreement, Dr. Dermesropian has suffered, and will continue to suffer: (a) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr. Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney’s fees, litigation costs and disbursements.

COUNT VI

Tortious Interference with Contract and/or Contractual Relations (against Defendant DD-IL)

147. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

148. Dr. Dermesropian had a contractual and business relationship with DD-MA under the Independent Contractor Agreement.

149. Dr. Dermesropian likewise had contractual and/or business relationships with the patients to whom he rendered dental services on behalf of DD-IL and/or DD-MA.

150. DD-IL was aware of Dr. Dermesropian's relationship with DD-MA, as well as his relationships with the patients to whom he rendered on behalf of DD-IL and/or DD-MA.

151. DD-IL intentionally and maliciously interfered with these relationships when it retaliated against Dr. Dermesropian for reporting and refusing to participate in the unlawful and/or unethical conduct described above, and, without cause or legal justification, caused and/or effectuated his termination in contravention of the Independent Contractor Agreement.

152. As a result of Defendant DD-IL's tortious interference with Dr. Dermesropian's contractual and business relationships, Dr. Dermesropian has suffered, and will continue to suffer: (a) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr. Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

COUNT VII

Tortious Interference with Contract and/or Contractual Relations (against Defendant DD-MA)

153. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

154. Dr. Dermesropian had a contractual and business relationship with DD-IL under the Independent Contractor Agreement.

155. Dr. Dermesropian likewise had contractual and/or business relationships with the patients to whom he rendered dental services on behalf of DD-IL and/or DD-MA.

156. DD-MA was aware of Dr. Dermesropian's relationship with DD-IL, as well as his relationships with the patients to whom he rendered on behalf of DD-IL and/or DD-MA.

157. DD-MA intentionally and maliciously interfered with these relationships when it retaliated against Dr. Dermesropian for reporting and refusing to participate in the unlawful and/or unethical conduct described above, and, without cause or legal justification, caused and/or effectuated his termination in contravention of the Independent Contractor Agreement.

158. As a result of Defendant DD-IL's tortious interference with Dr. Dermesropian's contractual and business relationships, Dr. Dermesropian has suffered, and will continue to suffer: (a) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr. Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

COUNT VIII

Tortious Interference with Contract and Contractual Relations

(against Defendants DD Management, Messrs. K. Hussain, Wolle and Stathakis)

159. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

160. Dr. Dermesropian had a contractual and business relationship with DD-IL and/or DD-MA under the Independent Contractor Agreement.

161. Dr. Dermesropian likewise had contractual and/or business relationships with the patients to whom he rendered dental services on behalf of DD-IL and/or DD-MA.

162. Defendants DD Management, Messrs. K. Hussain, Wolle and Stathakis were aware of Dr. Dermesropian's relationships with DD-IL and DD-MA, as well as his relationships with the patients to whom he rendered on behalf of DD-IL and/or DD-MA.

163. Defendants DD Management, Messrs. K. Hussain, Wolle and Stathakis intentionally and maliciously interfered with these relationships when it and/or they retaliated against Dr. Dermesropian.

164. Specifically, Defendants DD Management, Messrs. K. Hussain, Wolle and Stathakis caused and/or effectuated Dr. Dermesropian's termination, without cause or legal justification, and in contravention of the Independent Contractor Agreement, after he reported and refused to participate in the unlawful and unethical conduct describe above.

165. As a result of Defendants DD Management's, Messrs. K. Hussain's, Wolle's and Stathakis' tortious interference with Dr. Dermesropian's contractual and business relationships, Dr. Dermesropian has suffered, and will continue to suffer: (a) lost wages, benefits and other remuneration; and (b) emotional distress and loss of enjoyment of life, thereby causing Dr. Dermesropian to incur, and continue to incur, damages in an amount in excess of \$700,000, the complete amount of which will be proved at trial, plus attorney's fees, litigation costs and disbursements.

COUNT IX

18 U.S.C. §1964(c) (R.I.C.O.) Violations for Violations of §1962(c) (against All Defendants)

166. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

167. The Dental Dreams Network constitutes an enterprise as defined by 18 U.S.C. §1961, as does each constituent part of the Dental Dreams Network

168. Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis are persons associated with the enterprise.

169. In the alternate, Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis constitute an enterprise as defined by 18 U.S.C. §1961 because they are persons associated in fact, although not a legal entity.

170. The primary purpose of the above-mentioned enterprise was to use the DD Network to illicitly enrich the persons associated with the enterprise and the dentists who assisted the enterprise by engaging in fraudulent billing practices, other acts of mail and/or wire fraud and other unlawful practices, including, but not limited to, those described hereinabove.

171. Other purposes of the enterprise included: (a) facilitating the above-mentioned unlawful conduct by recruiting dentists in the DD Network to assist in the unlawful behavior; (b) attempting to coerce dentists in the DD Network to participate in the enterprise's unlawful activities; (c) attempting to prevent dentists in the DD Network from interfering with or reporting the enterprise's unlawful activities; and (d) otherwise promoting the enterprise's activities through unlawful means.

172. The hierarchy of the enterprise generally mirrored that of the DD Network.

173. Members of the enterprise engaged in conduct which constituted a pattern of racketeering activity to support the goals and purposes of the enterprise.

174. Defendants' predicate acts and conduct, as set forth in this Complaint, amount to, and reveal the likelihood of, continuous criminal activity projecting into the future.

175. Defendants' criminal actions by their nature project into the future with a threat of repetition and thereby satisfy the "pattern" requirement of 18 U.S.C. § 1962(c).

176. The long and continuous history of predicate acts on the part of Defendants, committed over a substantial period of time, is sufficient to demonstrate a close ended pattern of continuity sufficient to satisfy the "pattern" requirement of 18 U.S.C. § 1962(c).

177. Defendants, through their enterprise, engaged in interstate commerce.

178. Defendants, through the activities of their enterprise, affected interstate commerce.

179. All Defendants benefited from the mutual enterprise. Each Defendant is therefore jointly and severally liable for the actions of all other Defendants. Additionally, the corporate Defendants are jointly and severally liable for their respective employees' actions based upon *respondeat superior*.

180. Defendants are vicariously liable for the acts of their officers and other agents.

181. Defendants committed the following RICO predicate acts, as defined by 18 U.S.C. §1961: (a) mail and/or wire fraud; (b) extortion pursuant to federal law; (c) extortion pursuant to state law punishable by imprisonment for more than one year; and, (d) aiding and abetting the preceding RICO predicate acts.

182. Defendants engaged in a pattern of racketeering by each engaging in two or more of the abovementioned racketeering acts within a 10 year period.

183. Each Defendant engaged in at least one predicate act which caused harm to Dr. Dermesropian within the four year period preceding the filing of the original complaint, as well as a second predicate act which occurred within the ten preceding years.

184. Defendants' RICO predicate acts caused Dr. Dermesropian to be damaged by: (a) the loss of his employment; (b) the loss of income while employed by DD-IL and DD-MA; (c) losses suffered in defending himself from the IRS; and, (d) emotional damages.

COUNT X

18. U.S.C. 1962(d) (Conspiracy) Violations

(against Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis)

185. Plaintiff repeats, realleges and incorporates herein by reference each and every allegation as set forth in the preceding paragraphs of this Complaint.

186. The DD Network constitutes an enterprise as defined by 18 U.S.C. §1961, as does each constituent part of the DD Network

187. Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis are persons associated with the enterprise.

188. In the alternate, Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis constitute an enterprise as defined by 18 U.S.C. §1961 because they are persons associated in fact, although not a legal entity.

189. The primary purpose of the above-mentioned enterprise was to use the DD Network to illicitly enrich the persons associated with the enterprise, as well as the dentists who assisted the enterprise by engaging in fraudulent billing practices, other acts of mail and/or wire fraud and other unlawful practices, including, but not limited to, those described hereinabove.

190. Other purposes of the enterprise included: (a) facilitating the above-mentioned unlawful conduct by recruiting dentists in the DD Network to assist in the unlawful behavior; (b) attempting to coerce dentists in the DD Network to participate in the enterprises unlawful activities; (c) attempting to prevent dentists in the DD Network from interfering with or reporting the enterprise's unlawful activities; and. (d) otherwise promoting the enterprise's activities through unlawful means.

191. The hierarchy of the enterprise generally mirrored that of the DD Network.

192. Members of the enterprise engaged in conduct which constituted a pattern of racketeering activity to support the goals and purposes of the enterprise.

193. Defendants' predicate acts and conduct, as set forth in this Complaint, amount to, and reveal the likelihood of, continuous criminal activity projecting into the future.

194. Defendants' criminal actions by their nature project into the future with a threat of repetition and thereby satisfy the "pattern" requirement of 18 U.S.C. §1962(c)

195. The long and continuous history of predicate acts on the part of Defendants, committed over a substantial period of time, is sufficient to demonstrate a close ended pattern of continuity sufficient to satisfy the "pattern" requirement of 18 U.S.C. §1962(c).

196. Defendants, through their enterprise, engaged in interstate commerce.

197. Defendants, through the activities of their enterprise, affected interstate commerce.

198. All Defendants benefited from the mutual enterprise. Each Defendant is therefore jointly and severally liable for the actions of all other Defendants. Additionally, the corporate Defendants are jointly and severally liable for their respective employees' actions based upon *respondeat superior*.

199. Defendants are vicariously liable for the acts of their officers and other agents.

200. Defendants committed the following RICO predicate acts, as defined by 18 U.S.C. 1961: (a) mail and/or wire fraud; (b) extortion pursuant to federal law; (c) extortion pursuant to state law punishable by imprisonment for more than one year; and, (d) aiding and abetting the preceding RICO predicate acts.

201. Defendants conspired to commit the above acts, both explicitly and through unspoken agreements, as well as by the promulgation and enforcement of policies which involved violations of RICO predicate acts.

202. Defendants engaged in a pattern of racketeering by each engaging in two or more of the abovementioned racketeering acts within a 10 year period.

203. Each Defendant engaged in at least one predicate act which caused harm to Plaintiff within the four year period preceding the filing of the original complaint, as well as a second predicate act which occurred within the ten preceding years.

204. Defendants RICO predicate acts caused Dr. Dermesropian to be damaged by: (a) the loss of his employment; (b) the loss of income while employed by Dental Dreams; (c) losses suffered in defending himself from the IRS; and, (d) emotional damages.

WHEREFORE, Plaintiff Patrick Dermesropian, D.D.S., prays that judgment be entered against Defendants as follows:

a. On Count I (violation of Mass. G.L. c. 149, §187 [Mass. Health Care Whistleblower Statute]), against Defendants Dental Dreams, LLC (DD-IL), Dental Dreams LLC (DD-MA) and Field of Dreams Dental Management (DD Management), in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount to be determined at trial, plus reasonable attorney's fees, costs and disbursements of this action, with punitive damages in an amount of at least Six Million Dollars (\$6,000,000.00), in an exact amount to be determined at trial;

b. On Count II (violation of 740 ILCS 174/1 *et seq.* [Ill. Whistleblower Act]), against Defendants Dental Dreams, LLC (DD-IL), Dental Dreams LLC (DD-MA) and Field of Dreams Dental Management (DD Management), in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount to be determined at trial, plus reasonable attorney's fees, costs and disbursements of this action, with punitive damages in an

amount of at least Six Million Dollars (\$6,000,000.00), in an exact amount to be determined at trial;

c. On Count III (Common Law Retaliatory Discharge), against Defendants Dental Dreams, LLC (DD-IL), Dental Dreams LLC (DD-MA) and Field of Dreams Dental Management (DD Management), in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount to be determined at trial, plus reasonable attorney's fees, costs and disbursements of this action, with punitive damages in an amount of at least Six Million Dollars (\$6,000,000.00), in an exact amount to be determined at trial;

d. On Count IV (Breach of Contract), against Defendants Dental Dreams, LLC (DD-IL) and Dental Dreams LLC (DD-MA), for compensation due and owing under the Independent Contractor Agreement, the complete amount of which will be proven at trial;

e. On Count V (Breach of Contract – Implied Covenants), against Defendants Dental Dreams, LLC (DD-IL) and Dental Dreams LLC (DD-MA), in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount of which will be determined at trial;

f. On Count VI (Tortious Interference with Contract and/or Contractual Relations), against Defendant Dental Dreams, LLC (DD-IL), in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount of which will be determined at trial, with punitive damages in an amount of at least Six Million Dollars (\$6,000,000.00) in an exact amount to be determined at trial;

g. On Count VII (Tortious Interference with Contract and/or Contractual Relations), against Defendant Dental Dreams LLC (DD-MA), in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount of which will be determined at

trial, with punitive damages in an amount of at least Six Million Dollars (\$6,000,000.00) in an exact amount to be determined at trial;

h. On Count VIII (Tortious Interference with Contract and/or Contractual Relations), against Defendants Field of Dreams Dental Management (DD Management), Messrs. K. Hussain, Wolle and Stathakis, in not less than the sum of Seven Hundred Thousand Dollars (\$700,000.00), the complete amount of which will be determined at trial, with punitive damages in an amount of at least Six Million Dollars (\$6,000,000.00) in an exact amount to be determined at trial;

i. On Count IX, (violations of 18 U.S.C. §1964(c) by violating §1962(c)), against Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis, in not less than the sum of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00), treble the amount of damages Dr. Dermesropian incurred as a result of the aforesaid racketeering activity, together with reasonable attorney's fees and costs of this action;

j. On Count X (violations of 18 U.S.C. 1964(c) by violating 18 U.S.C. 1962(d)), against Defendants Dr. S. Hussain, Messrs. K. Hussain, Wolle and Stathakis, in not less than the sum of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00), treble the amount of damages Dr. Dermesropian incurred as a result of the aforesaid conspiracy to commit racketeering activity, together with reasonable attorney's fees and costs of this action;

k. Appropriate interest on all Claims for Relief from October 7, 2008, reasonable attorney's fees, and the costs and disbursements of this action;

l. Such other, further and different relief as the Court may deem equitable and just.

PLAINTIFF DEMANDS TRIAL BY JURY


VERIFICATION

I, Patrick Dermesropian, D.D.S., hereby verify under the pains and penalties of perjury, that I have read, in its entirety, Plaintiff's First Amended Complaint, and hereby state that the allegations contained therein are true and are based upon personal knowledge and belief.



PATRICK DERMESROPIAN, D.D.S.

Respectfully submitted,
The Plaintiff,
Patrick Dermesropian, D.D.S.
By his Attorney,



VANO I. HAROUTUNIAN, ESQ (VH-1010)
BALLON STOLL BADER & NADLER, P.C.
729 Seventh Avenue, 17th Floor
New York, New York 10019
(p) 212-575-7900
(f) 212-764-5060
November 23 2009

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of this _____, day of _____, 2008 between Patrick Dermesropian ("Dentist") and Dental Dreams, LLC ("DDL"), an Massachusetts Limited Company, with its head office at 430 W. Erie, Suite 200, Chicago, Illinois 60610.

WITNESSETH:

WHEREAS, DDL is a limited liability company formed and operating under the laws of the State of Massachusetts for purposes of offering dental services to the general public; and

WHEREAS, Dentist is a trained dentist who is qualified, duly licensed and in good standing under the laws of the State of Massachusetts, or will be so qualified and licensed to provide such dental services to the general public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dentist and DDL agree as follows:

1. Services to be Provided by Dentist. Dentist agrees to provide general dental services to DDL's patients at one or more of the DDL dental clinics, under the terms and conditions contained in this Agreement. Such dental services shall be provided by Dentist in a professional and courteous manner and in full compliance with all applicable industry standards of patient care and professionalism.
2. Commencement Date. Dentist shall commence work as a general dentist with DDL at the Massachusetts DDL clinic in Springfield, the 1st day of September, 2008.
3. Dentist Compensation. For dental services rendered by Dentist under this Agreement, DDL shall pay Dentist, on a bi-weekly basis, the greater of: (a) a gross daily amount of \$690.00 or thirty percent (30%) of Production directly resulting from dental services rendered by Dentist, calculated on a biweekly basis, less (b) thirty percent (30%) of laboratory fees attributed to treatment provided by Dentist. "Production" shall be defined as the total amount billed by DDL for the professional dental services provided by Dentist during the previous biweekly period, less any amount which has not been received by DDL for services rendered and billed in previous periods and which have, in good faith, been deemed uncollectable by DDL and written off as a receivable of DDL.

By way of example, Dentist's compensation shall, on a bi-weekly basis, be the greater of the following:

(Bi-weekly Production X .30) – (Bi-weekly lab fees X .30)

OR

\$690.00 per 8 hour work day

(Calculated on a bi-weekly basis)

In the event DDL refunds or returns any amount attributable to the professional services previously provided by Dentist, due to client dissatisfaction or otherwise, in DDL's sole discretion, 30% of such amount shall be deducted from compensation to be paid to Dentist by DDL.

In addition to the compensation provided above, if Dentist provides services for DDL on a substantially full-time basis (at least 40 hours per week), then DDL shall also reimburse Dentist:

- A. on a quarterly basis, an amount equal to the quarterly malpractice insurance premium paid by Dentist, pursuant to Section 4 below, during Dentist's first year with DDL, not to exceed \$1,000 for the full year; and
- B. on a monthly basis, an amount equal to the monthly health insurance premium paid by Dentist during Dentist's first year with DDL, not to exceed \$3,600 for the full year.

4. Malpractice Insurance. During the term of this Agreement, Dentist shall maintain an "occurrence-based" professional liability (malpractice) insurance policy with a reputable industry recognized insurance company reasonably acceptable to DDL, and with coverage limits in the amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and such policy shall name DDL and its officers, directors and affiliate companies as additional insureds. Dentist shall not render dental services as provided for in this Agreement unless and until Dentist has secured such insurance. Dentist's failure or inability to obtain and/or to maintain such insurance, shall be a basis for immediate termination of this Agreement by DDL. Dentist shall provide DDL a copy of a certificate evidencing such insurance upon receipt thereof by Dentist or more often as may be requested by DDL. Dentist shall notify DDL immediately with respect to any impending change in Dentist's malpractice insurance policy, including any cancellation of coverage or reduction in policy limits.

5. Taxes/Health and Welfare Benefits. DDL shall have no obligation under this Agreement or otherwise to compensate or pay applicable taxes for, or provide health and welfare benefits of any kind (including contributions to government mandate health and welfare insurance and similar programs) to or on behalf of Dentist.

6. Covenants Protecting the Business Interests of DDL.

During the term of this Agreement and for three (3) years thereafter, Dentist shall not:

- A. Directly or indirectly induce or solicit any of DDL's employees to leave their employment with DDL.
- B. Engage directly or indirectly in the operation of a dental practice, either as an employee, Dentist, Contractor, Independent Contractor, any corporation or other entity within a twenty (20) mile radius of the DDL dental clinic where Dentist provides services as a general dentist on behalf of DDL; and

- C. Engage directly or indirectly as a partner, shareholder or principal, within a twenty (20) mile radius of the DDL dental clinic where Dentist provides services as a general dentist on behalf of DDL.

D. Covenant Not to Disclose Confidential Information

1. Acknowledgment of Confidential Information. Dentist hereby acknowledges that DDL possesses information that has been created, discovered, acquired, developed or otherwise become known to DDL, which information has commercial value in the business in which DDL is engaged. All such information is hereinafter called "Confidential Information." By way of illustration, but not limitation, Confidential Information includes patient statistical profiles generated by DDL, dental program pricing strategy, staffing patterns, business models and inventory control systems.

2. Confidential Treatment. Dentist hereby agrees that:

- (a) All Confidential Information is the sole property of DDL, and DDL shall be the sole owner of all such Confidential Information. At all times, both during any relationship between Dentist and DDL and thereafter, Dentist will keep and maintain in the confidential nature of all such Confidential Information, and Dentist will not use or disclose, for Dentist's own benefit or the benefit of any party other than DDL, any Confidential Information, without the prior written consent of DDL.
- (b) Dentist also agrees not to publish, communicate, divulge, disclose or use for Dentist's own benefit or otherwise, any such Confidential Information without the prior written consent of DDL.

E. Remedies for Breach of Restrictions. Dentist acknowledges that DDL will be irreparably harmed if Dentist does not fully comply with the restrictions set forth in sections B. & C. above and that DDL would not have an adequate remedy at law in the event of an actual or threatened violation by Dentist of any such restriction. Dentist, therefore, agrees that DDL shall be entitled to an injunction or an appropriate decree of specific performance for any actual or threatened violations or breaches of any of these restrictive provisions. Such equitable relief shall be in addition to, and not in limitation of, any damages or other relief to which DDL would otherwise be entitled, either at law or in equity.

F. Unreasonable Restrictions. In the event a court of competent jurisdiction determines that the foregoing restrictions, or any portion thereof, are unreasonable, then the restrictions shall be reduced by the court to the extent necessary to be enforceable by the court.

G. Notice of a Claim. Dentist shall immediately notify DDL of any claim or potential claim by a patient of Dentist and/or of the possibility of a lawsuit arising out of any act or omission of Dentist in any way related to the dental services provided by Dentist pursuant to this Agreement.

7. Term. The initial term of this Agreement shall commence as of the Commencement Date and shall continue for a period of one (1) year thereafter (the "Initial Term") unless sooner terminated by DDL pursuant to section 8 below. ***Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each upon the same terms and conditions, unless either party provides the other with written notice of its intent not to renew at least one hundred twenty (120) days prior to the expiration of the then current term.***

8. Termination. Either party may terminate this Agreement for any reason upon one hundred twenty (120) days prior written notice to the other party. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- A. By written agreement of both parties.
- B. If Dentist has breached the terms of this Agreement.
- C. The suspension, revocation of, or failure to procure or maintain any and all of the licensing and certification requirements set forth by State, Federal or local laws and regulations governing the performance of dental services under this Agreement.
- D. In the event Dentist shall fail or refuse to diligently perform the provisions of this Agreement or the usual customary duties of a dentist.
- E. In the event Dentist violates the rules, regulations, policies or procedures of DDL.
- F. In the event Dentist's conduct, either personally or professionally, is such that DDL deems such conduct to be inconsistent with or detrimental to achieving the business and/or professional goals of DDL.

9. Patient's Medical Records. All records relating to any patient treatment by Dentist or other dentist of DDL shall be treated as confidential and shall at all times remain the property of DDL. Patients shall have the right of access to such records as provided by law and as provided in the policies and procedures of DDL. Dentist agrees not to remove any such records from the DDL premises either during the term of this Agreement or upon the termination of this Agreement.

10. Indemnification. Each party hereto (an "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party"), from and against all claims, causes of action, damages, suits, liabilities, costs and expenses asserted against or incurred by an Indemnified Party, resulting from or arising out of any breach by the Indemnifying Party of any warranty, representation, or covenant set forth in this Agreement.

11. Assignment. Dentist may not transfer or assign this Agreement or any right or obligation of Dentist as provided for in this Agreement, without the express prior written consent of DDL.

12. Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Illinois.

13. Severability. If any clause, sentence, provisions or other portion of this Agreement is or is

deemed to be illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

14. Notice. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally or by United States mail, first class postage, prepaid, certified or registered mail, return receipt requested, to the following addresses:

To DDL: Dental Dreams, LLC
Attn: Sameera Hussain
430 W. Erie, Suite 200
Chicago, Illinois 60610

To Dentist: _____

_____, _____

If delivered personally, such notices shall be effective upon delivery. If mailed, such notices shall be effective upon the date indicated on the return receipt. Either party may change its address by giving written notice of the change to the other party in the manner specified in this Section.

15. Waiver of Breach. The waiver by DDL of a breach by Dentist of any provision of this Agreement shall not operate or be construed as a waiver by DDL of any other provision of this Agreement or of any subsequent breach of the same provision. No delay by DDL in acting with regard to any breach of any provision of this Agreement by Dentist shall be construed to be a waiver of such breach.

16. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter.

17. Modification/Amendment. The Agreement may not be modified or amended, except by an instrument in writing executed by the parties hereto.

18. Prevailing Party. In the event either party to this Agreement has to commence litigation to enforce a provision or right under this Agreement, the non-prevailing party agrees to pay the prevailing party's costs and expenses, including but not limited to, reasonable attorney's fees incurred in connection with such litigation.

19. Retention Bonus. DDL shall pay to Dentist a Retention Bonus in the amount of \$5,100.00 on the one year anniversary of the date of commencement in MA, and an equal amount thereafter on the annual anniversary of the date of commencement for the next two years, providing Dentist continues full time duties with DDL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

This Agreement shall not be effective until executed by all parties hereto.

Dental Dreams, LLC

Dentist

By: Sameera Hussain, President

Patrick Dermesropian, DDS