

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into, through their authorized representatives, by the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”); the State of Texas, acting through the Office of the Attorney General for the State of Texas (“OAG”) and the Health and Human Services Commission of the State of Texas (“HHSC”) (collectively, “Texas”); Trung Tang, Chris Villanueva, Mauricio Dardano, Gabriel Shahwan, Akhil Reddy, and Frank Villanueva (collectively, the “Individual Defendants”); MB2 Dental Solutions, LLC, Dental Professionals of Texas, PLLC, Archstone Dental-Hulen, PLLC, Archstone Dental, PLLC, Archstone Dental-Beach, PLLC, Archstone Dental-Weatherford, PLLC, Archstone Dental-Granbury, PLLC, Bliss Dental-Midland, PLLC, Bliss Dental, PLLC, Bliss Dental-Lubbock, PLLC, Crescent Dental-San Marcos, PLLC, Crescent Dental, PLLC, Crescent Dental-Ingram, PLLC, Dental Central, PLLC, Dental Family Circle, PLLC d/b/a Forney Wellness Dental, DFW Family Dental Centers, PLLC, DFW FDC Redbird, PLLC, Element Dental, PLLC, Element Dental-Bryan, PLLC, Element Dental-Conroe, PLLC, Element Dental-Humble, PLLC, Element Dental-Spring, PLLC, Element Dental-Tomball, PLLC, Fresh Dental, PLLC, Fresh Dental-Longview, PLLC, Galaxy Dental, PLLC, Gulfside Dental-Beaumont, PLLC, Legend Dental, PLLC, Legend Dental-Georgetown, PLLC, MB2 Dental Solutions, LLC, Peppermint Lewisville, PLLC, Peppermint Dental, PLLC, Peppermint Dental-McKinney, PLLC, Peppermint Dental-Greenville, PLLC, Peppermint Dental-Sherman, PLLC, Picasso Dental, PLLC, Picasso Dental-Mansfield, PLLC, Picasso Dental-Corsicana, PLLC, Sage Dental, PLLC, Sage Dental-Deer Park, PLLC, Sage Dental-Pasadena, PLLC, Sage Dental-Pearland, PLLC, Spearmint Dental, PLLC, Spearmint Dental-Wichita Falls, PLLC, Tide Dental, PLLC, Tide Dental-Corpus Christi, PLLC,

Vida Dental, PLLC, Viva Orthodontics, PLLC, and Wow Dental, PLLC (collectively, the “MB2 Defendants,” and together with the Individual Defendants, “Defendants”); and Relator Veronica Garcia (“Relator”). The above-named individuals and entities are collectively referred to herein as “the Parties”.

#### RECITALS

A. MB2 Dental Solutions is a dental management firm based in Carrollton, Texas, that provides management services to affiliated dental offices. Such management services include accounting and finance, human resourcing, IT, credentialing and compliance, billing and collecting, and marketing and recruiting. Defendants Archstone Dental-Hulen, PLLC, Archstone Dental, PLLC, Archstone Dental-Beach, PLLC, Archstone Dental-Weatherford, PLLC, Archstone Dental-Granbury, PLLC, Bliss Dental-Midland, PLLC, Bliss Dental, PLLC, Bliss Dental-Lubbock, PLLC, Crescent Dental-San Marcos, PLLC, Crescent Dental, PLLC, Crescent Dental-Ingram, PLLC, Dental Central, PLLC, Dental Family Circle, PLLC d/b/a Forney Wellness Dental, DFW Family Dental Centers, PLLC, DFW FDC Redbird, PLLC, Element Dental, PLLC, Element Dental-Bryan, PLLC, Element Dental-Conroe, PLLC, Element Dental-Humble, PLLC, Element Dental-Spring, PLLC, Element Dental-Tomball, PLLC, Fresh Dental, PLLC, Fresh Dental-Longview, PLLC, Galaxy Dental, PLLC, Gulfside Dental-Beaumont, PLLC, Legend Dental, PLLC, Legend Dental-Georgetown, PLLC, MB2 Dental Solutions, LLC, Peppermint Lewisville, PLLC, Peppermint Dental, PLLC, Peppermint Dental-McKinney, PLLC, Peppermint Dental-Greenville, PLLC, Peppermint Dental-Sherman, PLLC, Picasso Dental, PLLC, Picasso Dental-Mansfield, PLLC, Picasso Dental-Corsicana, PLLC, Sage Dental, PLLC, Sage Dental-Deer Park, PLLC, Sage Dental-Pasadena, PLLC, Sage Dental-Pearland, PLLC, Spearmint Dental, PLLC, Spearmint Dental-Wichita Falls, PLLC, Tide Dental, PLLC, Tide Dental-Corpus Christi, PLLC, Vida Dental, PLLC, Viva Orthodontics, PLLC, and Wow Dental,

PLLC are dental practices affiliated with MB2 Dental Solutions, and provide dental care to patients, including those enrolled in the Medicaid Program, in communities throughout Texas.

B. Trung Tang, Chris Villanueva, Mauricio Dardano, Gabriel Shahwan, and Akhil Reddy are residents of the State of Texas. Each of these individuals has been licensed to practice dentistry, and has actually practiced dentistry, in the State of Texas since at least January 1, 2009, and each is an owner or part-owner of one or more of the MB2 Defendants.

C. Frank Villanueva, as an employee of the MB2 Dental Solutions, coordinated and was otherwise the head of marketing for the MB2 Defendants.

D. On July 3, 2012, Relator filed a *qui tam* action in the United States District Court for the Northern District of Texas captioned *United States of America and the State of Texas ex rel. Garcia v. Villanueva, et al.*, No. 3:12-CV-2126 (N.D. Tex.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). Relator filed an amended complaint on September 25, 2012, adding the states of New Mexico and Louisiana as Plaintiffs (the “Civil Action”). In the First Amended Complaint, Relator alleges that Defendants submitted or caused to be submitted false claims to the Texas, New Mexico, and Louisiana Medicaid programs for dental services that were: (1) not medically necessary, not coded at the appropriate level, and/or not provided as billed; and (2) tainted by illegal kickbacks to beneficiaries and their families, marketers, and marketing entities, in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the “AKS”). The United States intervened in the Civil Action on August 23, 2016.

E. The United States and Texas investigated allegations that the Defendants submitted or caused to be submitted claims for payment to the Texas Medicaid Program. 42 U.S.C. §§ 1396–1396w-5 (“Medicaid”); 1 TEX. ADMIN. CODE Part 15.

F. The United States and Texas contend they each have certain civil claims against the Defendants for submitting or causing the submission of false claims to the Texas Medicaid

Fee for Service Program, during the period from January 1, 2009, through December 31, 2014, arising from: (1) claims for single-surface fillings billed under billing code D2391 and D2391a that were not provided and/or were not coded at the appropriate level; (2) claims tainted by remuneration provided by Defendants to beneficiaries and their families, marketers, and marketing entities, in violation of the AKS; and (3) claims containing the Texas Provider Identification Number of a dentist other than the dentist who provided the actual dental service. The allegations described in this Paragraph are referred to as the "Covered Conduct."

G. Defendants deny the United States' allegations in Paragraph F.

H. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States or Texas that their claims are not well founded.

I. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Defendants shall pay to the United States and Texas a total of Eight Million, Four Hundred Fifty Thousand Dollars (\$8,450,000) (the "Settlement Amount"), no later than 5:00 p.m. Central Daylight Time on January 4, 2017, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of Texas. Payments shall be owing by each of the Defendants as follows: (a) Trung Tang, Chris Villanueva, Mauricio Dardano, Akhil Reddy and Gabriel Shahwan, shall each individually pay \$250,000; and (b) Frank Villanueva shall pay \$100,000 and (c) the MB2 Defendants shall pay \$7,100,000. The United States shall distribute the portion of the Settlement Amount allocated to

Texas pursuant to written instructions to be provided by the Office of the Attorney General for the State of Texas within a reasonable period of time after Defendants' transfer(s) of the Settlement Amount to the United States.

2. Conditioned upon the United States receiving the full Settlement Amount from Defendants and as soon as feasible after receipt, the United States shall pay \$1,521,000 to Relator by electronic funds transfer pursuant to written instructions provided by Relator's counsel.

3. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amount, the United States and Texas each release Defendants, together with their current and former parent corporations, direct and indirect subsidiaries, and their corporate successors, from any civil or administrative monetary claim the United States or Texas has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729–3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801–3812; the Texas Medicaid Fraud Prevention Act, TEX. HUM. RES. CODE §§ 36.001–132; 1 TEX. ADMIN. CODE Ch. 371; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 6 below, and conditioned upon Defendants' full payment of the Settlement Amount, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States, the State of Texas, the State of Louisiana, and the State of New Mexico, for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729–3733.

5. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement (“CIA”) entered into between OIG-HHS and Defendants, and

conditioned upon Defendants' full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Defendants under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 7 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

6. Notwithstanding the releases given in paragraphs 3, 4, and 5 of this Agreement, or any other term of this Agreement, the following claims of the United States and Texas are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs or mandatory exclusion from health care programs operated by Texas;
- d. Any liability to the United States or Texas (or any of their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;

- f. Any liability of individuals, save and except for the Individual Defendants as defined herein;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Except as set forth in the Covered Conduct, any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

7. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 2, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of this Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Except for the award of statutory fees, costs, and expenses to the Relator provided for in 31 U.S.C. §3730(d), Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Defendants, and its officers, agents, and employees thereof, from any liability to Relator arising from the filing of the Civil Action.

9. Defendants waive and shall not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth

Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

10. Defendants fully and finally release the United States and Texas, along with their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the United States or Texas, including their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' and Texas' investigation and prosecution thereof.

11. Defendants fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relator, related to the allegations asserted in the Civil Action, and the Relator's investigation and prosecution thereof.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

13. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social



Security Act, 42 U.S.C. §§ 1395–1395kkk and 1396–1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States’ audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Defendants’ investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys’ fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Defendants make to the United States and Texas pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys’ fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
  - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as “Unallowable Costs”). However, nothing in paragraph 14.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to the applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States and Texas, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States and/or Texas pursuant to the direction of the Department of Justice and/or the affected agencies. The United States and Texas reserve their rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of

Unallowable Costs (as defined in this Paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States or Texas to audit, examine, or re-examine Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. Defendants agree to cooperate fully and truthfully with the United States' and Texas' investigations of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their officers and employees, and shall use their best efforts to make available, and encourage, the cooperation of former, officers and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States and Texas, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries paragraph), below.

16. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

17. Upon receipt of the payments described in Paragraph 1, above, the United States, Texas, and the Relator shall promptly sign and file in the Civil Action a Stipulation of Dismissal of the Civil Action dismissing all claims, save and except for the award of statutory fees, costs, and expenses to the Relator provided for in 31 U.S.C. §3730(d), pursuant to Rule 41(a)(1). The dismissal shall be with prejudice as to the Relator. With respect to the United States and Texas, the dismissal shall be with prejudice as to the Individual Defendants and MB2 Defendants for the Covered Conduct, and otherwise without prejudice. With respect to the states of New Mexico and Louisiana, the dismissal shall be without prejudice.

18. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

20. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Texas. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

22. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

23. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

24. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.
25. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.
26. All parties consent to the disclosure of this Agreement by the United States and Texas, and information about this Agreement, to the public.
27. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 1/3/17

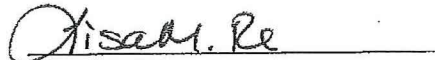
BY:



J. SCOTT HOGAN  
Assistant United States Attorney  
KENNETH G. COFFIN  
Assistant United States Attorney  
Northern District of Texas

DATED: 12/27/16

BY:



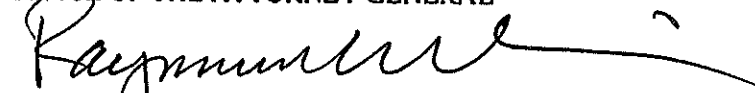
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

**THE STATE OF TEXAS**

OFFICE OF THE ATTORNEY GENERAL

DATED: 12.21.16

BY:



RAYMOND C. WINTER  
Chief, Civil Medicaid Fraud Division  
Assistant Attorney General  
Office of the Attorney General of Texas  
P.O. Box 12548  
Austin, Texas 78711-2548

TEXAS HEALTH & HUMAN SERVICES  
COMMISSION

DATED: 12-20-16

BY:



CHARLES SMITH  
Executive Commissioner  
Texas Health & Human Services Commission  
Brown-Heatly Building  
4900 North Lamar Boulevard  
Austin, Texas 78751-2316

RELATOR


DATED: 11/22/16

BY

  
Veronica Garcia


DATED: 11/22/16

BY


  
Mark H. Schlem Esq  
Karr, Hedlund, Arister & Goldman  
Counsel for Veronica Garcia



**DEFENDANTS**

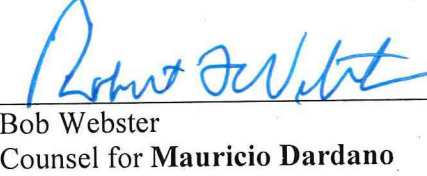
DATED: 12/6/16 BY:   
Trung Tang


DATED: 12/6/16 BY:   
Jeff Ansley  
Counsel for Trung Tang

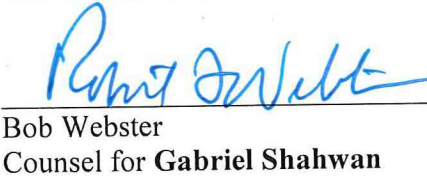
DATED: 12.6.16 BY:   
Chris Villanueva

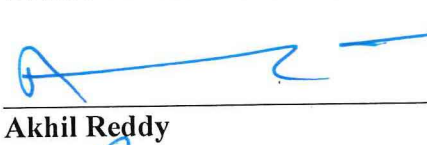
DATED: 12/6/2016 BY:   
Jay Ethington  
Counsel for Chris Villanueva

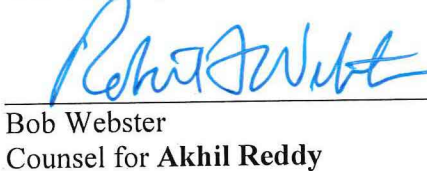
DATED: 12/6/16 BY:   
Mauricio Dardano

DATED: 12/6/16 BY:   
Bob Webster  
Counsel for Mauricio Dardano

DATED: 12/6/16 BY:   
Gabriel Shahwan

DATED: 12/6/16 BY:   
Bob Webster  
Counsel for Gabriel Shahwan

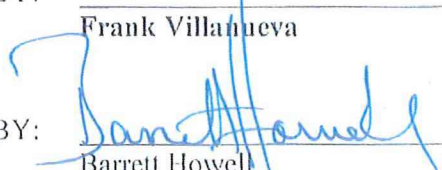
DATED: 12/6/16 BY:   
Akhil Reddy

DATED: 12/6/16 BY:   
Bob Webster  
Counsel for Akhil Reddy

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Frank Villanueva


DATED: 12/9/2016

BY:   
Barrett Howell  
Counsel for Frank Villanueva

DATED: 12/6/16

BY:   
MB2 Dental Solutions, PLLC

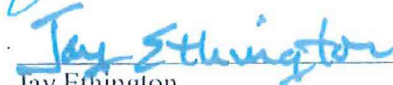
DATED: 12/6/16

BY:   
Jim Jacks  
Counsel for MB2 Dental Solutions, LLC


DATED: 12/6/16

BY:   
Archstone Dental, PLLC


DATED: 12/6/2016

BY:   
Jay Ethington  
Counsel for Archstone Dental, PLLC


DATED: 12/6/16

BY:   
Bliss Dental, PLLC


DATED: 12/6/2016

BY:   
Jay Ethington  
Counsel for Bliss Dental, PLLC


DATED: 12/6/16

BY:   
Crescent Dental, PLLC

DATED: 12/6/2016

BY:   
Jay Ethington  
Counsel for Crescent Dental, PLLC

DATED: 12/6/16

BY:   
Frank Villanueva

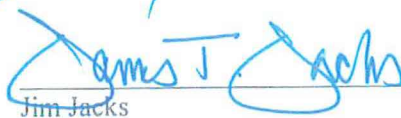
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Barrett Howell  
Counsel for Frank Villanueva

DATED: 12/6/16

BY:   
MB2 Dental Solutions, PLLC


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BY:   
Jim Jacks  
Counsel for MB2 Dental Solutions, LLC

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Archstone Dental, PLLC


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Bliss Dental, PLLC


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Jay Ethington  
Counsel for Bliss Dental, PLLC

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Crescent Dental, PLLC

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BY:   
Jay Ethington  
Counsel for Crescent Dental, PLLC

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BY: \_\_\_\_\_  
**Frank Villanueva**

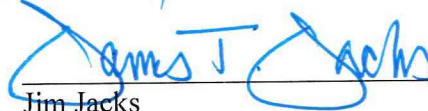
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BY:   
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Counsel for MB2 Dental Solutions, LLC

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BY:   
**Archstone Dental, PLLC**

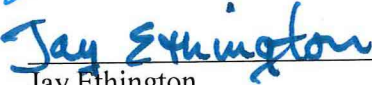
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Jay Ethington  
Counsel for Archstone Dental, PLLC

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**Bliss Dental, PLLC**


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Jay Ethington  
Counsel for Bliss Dental, PLLC

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**Crescent Dental, PLLC**

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BY:   
Jay Ethington  
Counsel for Crescent Dental, PLLC


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BY:   
Dental Central, PLLC

DATED: 12/6/2016

BY: Jay Ethington  
Jay Ethington  
Counsel for Dental Central, PLLC

DATED: 12/6/16

BY:   
Dental Family Circle, PLLC d/b/a Forney Wellness  
Dental

DATED: 12/6/2016

BY: Jay Ethington  
Jay Ethington  
Counsel for Dental Family Circle, PLLC d/b/a Forney  
Wellness Dental

DATED: 12/6/16

BY:   
DFW Family Dental Centers, PLLC

DATED: 12/6/2016

BY: Jay Ethington  
Jay Ethington  
Counsel for DFW Family Dental Centers, PLLC

DATED: 12/6/16

BY:   
Element Dental, PLLC

DATED: 12/6/2016

BY: Jay Ethington  
Jay Ethington  
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DATED: 12/6/16

BY:   
Fresh Dental, PLLC

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BY: Jay Ethington  
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BY:   
Galaxy Dental, PLLC

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BY: Jay Ethington  
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BY:   
Legend Dental, PLLC

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BY: Jay Ethington  
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DATED: 12/6/16

BY:   
Peppermint Dental, PLLC

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BY: Jay Ethington  
Jay Ethington  
Counsel for Peppermint Dental, PLLC

DATED: 12/6/16

BY:   
Picasso Dental, PLLC

DATED: 12/6/2016


BY: Jay Ethington  
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Counsel for Picasso Dental, PLLC

DATED: 12/6/16 BY:   
Sage Dental, PLLC


DATED: 12/6/2016 BY: Jay Ethington  
Jay Ethington  
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DATED: 12/6/16 BY:   
Spearmint Dental, PLLC


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Jay Ethington  
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DATED: 12/6/16 BY:   
Tide Dental, PLLC


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Jay Ethington  
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DATED: 12/6/16 BY:   
Vida Dental, PLLC


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Jay Ethington  
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DATED: 12/6/16 BY:   
Viva Orthodontics, PLLC


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DATED: 12/6/16 BY:   
Wow Dental, PLLC

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Jay Ethington  
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DATED: 12/6/16 BY:   
Archstone Dental-Hulen, PLLC


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Jay Ethington  
Counsel for Archstone Dental-Hulen, PLLC

DATED: 12/6/16 BY:   
Archstone Dental-Beach, PLLC

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Jay Ethington  
Counsel for Archstone Dental-Beach, PLLC

DATED: 12/6/16 BY:   
Archstone Dental-Weatherford, PLLC

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Jay Ethington  
Counsel for Archstone Dental-Weatherford, PLLC

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Archstone Dental-Granbury, PLLC

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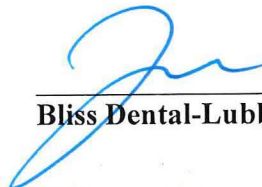
DATED: 12/6/16

BY:   
Bliss Dental-Midland, PLLC

DATED: 12/6/2016

BY: Jay Ethington  
Jay Ethington  
Counsel for Bliss Dental-Midland, PLLC

DATED: 12/6/16

BY:   
Bliss Dental-Lubbock, PLLC

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Counsel for Bliss Dental-Lubbock, PLLC

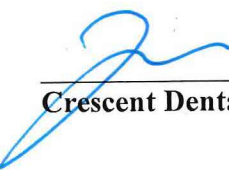
DATED: 12/6/16

BY:   
Crescent Dental-San Marcos, PLLC

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BY: Jay Ethington  
Jay Ethington  
Counsel for Crescent Dental-San Marcos, PLLC

DATED: 12/6/16

BY:   
Crescent Dental-Ingram, PLLC

DATED: 12/6/2016

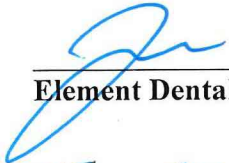
BY: Jay Ethington  
Jay Ethington  
Counsel for Crescent Dental-Ingram, PLLC

DATED: 12/6/16

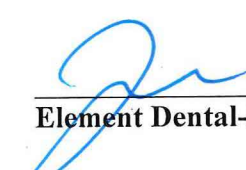
BY:   
Element Dental-Bryan, PLLC

DATED: 12/6/2016

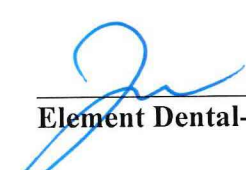
BY: Jay Ethington  
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Counsel for Element Dental-Bryan, PLLC

DATED: 12/6/16 BY:   
Element Dental-Conroe, PLLC

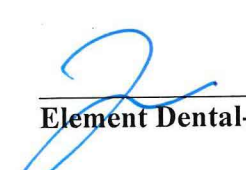
DATED: 12/6/2016 BY: Jay Ethington  
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Counsel for Element Dental-Conroe, PLLC

DATED: 12/6/16 BY:   
Element Dental-Humble, PLLC


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Element Dental-Spring, PLLC

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Element Dental-Tomball, PLLC

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Fresh Dental-Longview, PLLC

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DATED: 12/6/16

BY:   
Gulfside Dental-Beaumont, PLLC

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DATED: 12/6/16

BY:   
Legend Dental-Georgetown, PLLC

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DATED: 12/6/16

BY:   
Dental Family Circle, PLLC (Forney)

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DATED: 12/6/16

BY:   
DFW FDC Redbird, PLLC

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DATED: 12/6/16 BY:   
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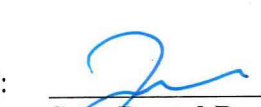
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Picasso Dental-Mansfield, PLLC

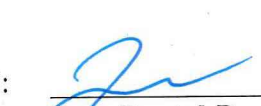
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Counsel for Picasso Dental-Mansfield, PLLC

DATED: 12/6/16 BY:   
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Sage Dental-Pasadena, PLLC

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