

**IN THE COURT OF COMMON PLEAS OF
BUCKS COUNTY, PENNSYLVANIA
SEVENTH JUDICIAL DISTRICT**

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL DAVID W.
SUNDAY, JR.,

Plaintiff,

v.

**INFINITY DENTAL MANAGEMENT,
LLC, d/b/a ALPHA DENTAL
EXCELLENCE**, a Business Corporation;

INFINITY DENTAL STAFFING, LLC,
a Business Corporation; and

ARPAN NALIN PATEL, DMD, Individually,
and as a Managing Member of Infinity Dental
Management, LLC, as well as Managing
Member of Infinity Dental Staffing, LLC,

Defendants.

CIVIL DIVISION – EQUITY

Docket No. 2023-05427

**CONSENT PETITION FOR FINAL
DECREE AND ENTRY OF
JUDGMENT**

ORDER

AND NOW, this _____ day of _____, 2026,
upon consideration of the attached Consent Petition for Final Decree, agreed to by the Plaintiff,
Commonwealth of Pennsylvania, and Defendants Arpan Nalin Patel, Infinity Dental Management,
LLC, and Infinity Dental Staffing, LLC, it is hereby **ORDERED** that the Consent Petition for
Final Decree is entered as a FINAL DECREE, ORDER, and JUDGMENT of this Court.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF
BUCKS COUNTY, PENNSYLVANIA
SEVENTH JUDICIAL DISTRICT

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL DAVID W.
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LLC, d/b/a ALPHA DENTAL
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Defendants.

CIVIL DIVISION – EQUITY

Docket No. 2023-05427

**CONSENT PETITION FOR FINAL
DECREE AND ENTRY OF
JUDGMENT**

Counsel of Record for Plaintiff:

Randy Kim
Deputy Attorney General
PA Attorney No. 332800
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14th Floor, Strawberry Square
Harrisburg, PA 17120
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**CONSENT PETITION FOR FINAL DECREE
AND ENTRY OF JUDGMENT**

AND NOW, comes the Commonwealth of Pennsylvania, acting through its Attorney General David W. Sunday, Jr., (hereinafter “Commonwealth” or “Petitioner”), which on September 7, 2023, filed a Complaint in the above-captioned matter, pursuant to provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 *et seq.* (hereinafter “Consumer Protection Law”), and the *Credit Services Act*, 73 P.S. §§ 2181 *et seq.* (“Credit Services Act”), to restrain by permanent injunction certain alleged unlawful acts or practices, as more fully set forth in the Commonwealth’s Complaint and incorporated herein by

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reference, and files this *Consent Petition for Final Decree and Entry of Judgment* and respectfully states the following:

PARTIES AND BACKGROUND

WHEREAS, Petitioner is Commonwealth of Pennsylvania, acting by Attorney General David W. Sunday, Jr., with offices located at 14th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120. The Attorney General is charged with, among other things, enforcement of the Consumer Protection Law, and the Credit Services Act.

WHEREAS, Defendant Infinity Dental Management, LLC, is a Pennsylvania business corporation, which was incorporated on August 17, 2004, and whose registered address is 1640 Powderhorn Drive, Newtown, PA 18940.

WHEREAS, Defendant Infinity Dental Staffing, LLC, is a Pennsylvania-based business corporation, which was incorporated on December 28, 2021, and whose registered address is 13 Daulton Street, Newtown, PA 18940.

WHEREAS, Defendant Infinity Dental Management, LLC, and Infinity Dental Staffing, LLC, conducted trade and commerce within the Commonwealth of Pennsylvania under the fictitious name “Alpha Dental Excellence,” (hereinafter collectively referred to as “Alpha Dental”). The Alpha Dental office is located at 240 Middletown Boulevard, Suite 100, Langhorne, PA 19047.

WHEREAS, Defendant Arpan Nalin Patel is the founder, owner, and sole managing member of Defendant Infinity Dental Management, LLC, Infinity Dental Staffing, LLC, and Alpha Dental Excellence. Through the Pennsylvania Department of State, Bureau of Professional and Occupational Affairs, Defendant holds two active licenses through the Dentistry Board (Dentist-DS036255; Anesthesia Permit-Restricted II-DPN001654), and one license through the

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Radiology Personnel Board (Auxiliary Person by Application-001428).

WHEREAS, Defendants, at all times material and relevant hereto, engaged in trade or commerce within the Commonwealth of Pennsylvania, including through the offering for sale, sale, and provision of Dental Services, and have conducted business from the address of 240 Middletown Boulevard, Suite 100, Langhorne, PA 19047.

WHEREAS, Defendants and the Commonwealth agree and hereby stipulate to the entry of this Consent Petition for Final Decree (hereinafter “Consent Petition”) against Defendants without the need for a trial or a final adjudication of any issue of law or fact.

WHEREAS, Defendants agree that the Court has jurisdiction over the subject matter of this action and jurisdiction over the parties to this action, and venue is proper in this Court solely for the purpose of entry as well as any subsequent modification or enforcement of this Consent Petition.

WHEREAS, Defendants desire to comply with the laws of the Commonwealth of Pennsylvania and the provisions of this Consent Petition and have signed it with the intent that, upon approval of the Court, its terms shall constitute the provisions of a Final Decree, Order and/or Judgment of the Court as to the above-captioned matter and shall be binding upon all parties.

DEFINITIONS

1. As used in this Consent Petition, the term “patient” and/or “consumer” shall mean: (1) any individual who presents to Defendants’ business for Dental Services; (2) any individual who provides protected health information to Defendants in anticipation of receiving Dental Services; and/or (3) any individual who is the parent, guardian, or

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personal representative (as defined by 45 CFR § 164.502(g)) for an individual who presents to Defendants’ business for Dental Services.

2. “Dentist” shall have the meaning ascribed to the term in 40 Pa.C.S. § 4901.
3. “Dental Insurance” shall have the same meaning as “Dental insurance policy” as set forth in 40 Pa.C.S. § 4901.
4. “Dental Services” shall mean those services included in the definition of “Practice of Dentistry” as defined in 63 P.S. § 121 of the Pennsylvania Dental Law.
5. “Emergent Treatment” shall refer to circumstances where a consumer or patient seeks Dental Services that, in the opinion of a reasonable Dentist acting under the similar circumstances, should be performed as soon as practical.
6. “Medicare” shall mean the health insurance program for the aged and disabled under the Social Security Act as set forth in 42 C.F.R. 400.200.
7. “Medical Insurance” shall have the same meaning as “Health insurance policy” as set forth in 40 P.S. § 991.2102.
8. “Non-Emergent Treatment” shall mean Dental Services other than Emergent Treatment as defined herein. The parties acknowledge that the determination of whether treatment is Emergent or Non-Emergent rests with the treating Dentist’s good-faith clinical judgment, which shall be presumed reasonable absent clear evidence of bad faith.
9. “Effective date” shall mean the date that this Consent Decree is approved by the Court of Common Pleas of Bucks County and entered as the Final Decree of this Court.
10. “Defendants” shall include: Infinity Dental Management, LLC, Infinity Dental Staffing, LLC, Arpan Nalin Patel, and any successors, assigns, contractors, officers, agents,

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representatives, and employees, and all other persons or corporate or business devices acting on any named Defendants’ behalf.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Defendants agree for themselves, their successors, assigns, officers, contractors, agents, representatives, and employees, and all other persons or corporate or business devices acting on their behalf, jointly or individually, as follows:

I. The above recitals are incorporated by reference, as though fully set forth herein.

II. Injunctive and Affirmative Relief

- A. Defendants shall not use any fraudulent, deceptive, and/or misleading misrepresentations, direct, or implied, when advertising and/or communicating with consumers about the sale or provision of Dental Services or services incidental to the sale or provision of Dental Services, including the availability of Dental Insurance, Medical Insurance and/or Medicare coverage and/or reimbursement, financing options, payment options, and/or consumer billing.
- B. Defendants shall not misrepresent their status, affiliation, or participation with Medicare, medical insurers, and/or dental insurers.
- C. Defendants shall not advertise or represent that services will be covered by Dental Insurance, Medical Insurance and/or Medicare, when such services are not actually covered.
- D. Defendants shall not advertise or represent that reimbursements are available through Dental Insurance, Medical Insurance and/or Medicare, when such reimbursements are not actually available.

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- E. Defendants shall verify consumers’ insurance coverage before rendering services to consumers. Prior to providing services, Defendants shall check if a consumer’s insurance is active and communicate to the consumer: whether Defendants are an in-network provider with said insurance; and what the consumer’s estimated financial responsibility will be for the services Defendants intend to provide. Defendants shall inform consumers or patients in writing that Defendants cannot predict or guarantee whether Dental Insurance will provide coverage and/or reimbursement for Dental Services, or services incidental to the sale or provision of Dental Services, and that the patient or consumer bears ultimate responsibility for payment. In cases not involving Emergent Treatment, Defendants shall provide this information to consumers in writing prior to treatment being rendered and prior to asking consumers to sign any agreement to pay for Dental Services. In cases of Emergent Treatment, Defendants shall provide this information when it is practical under the circumstances.
- F. Defendants shall also utilize the process outlined in term E before presenting any financing options to any consumer.
- G. Defendants shall not prepare financing applications on behalf of consumers. Defendants shall not use phone numbers or email addresses belonging to the business or employees on consumers’ financing applications. Consumers must complete all portions of the financing application themselves.
- H. Defendants shall not utilize high-pressure sales tactics when offering financing to consumers, including, but not limited to, presenting consumers with electronic tablets to complete financing applications while they are in the dental treatment chair or in a dental treatment room for Non-Emergent Treatment, or otherwise indicating that consumers

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interested in financing the cost of Non-Emergent Treatment must finance on the same day that financing is presented, and/or that consumers must finance through Defendants' contracted lenders.

- I. Defendants shall not provide advice or assistance to consumers with regard to the obtaining of credit beyond informing consumers that such credit is optional and available from third parties. At no point will Defendants provide incentives to utilize such credit or represent that the usage of such third party credit is a preferred payment method. Defendants may, however, (1) provide accurate, factual information about third-party financing providers, including application processes and published terms; (2) accept and display informational materials provided by third-party financing companies; and (3) provide promotional pricing on Dental Services not conditioned on the use of third-party financing.
- J. Defendants shall not charge consumers cancellation fees if the consumer cancels the contract to finance services within five days after the date of the transaction, as required by the *Credit Services Act*, 73 P.S. § 2186(a)(1).
- K. Defendants shall keep a clear record of patient billing, including, but not limited to: a record of the services provided and associated billing code; the date services were provided; a record of claims and supporting documentation submitted to insurance; the amount paid by insurance, if applicable, including which services payment was applied to; the amount owed by the consumer, the date payment is due by the consumer; the form of payment made by consumer; and the date payment was made. Inadvertent or de minimis recordkeeping errors that do not result in actual consumer harm shall not constitute a material violation of this Consent Petition.

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- L. Defendants shall abide by all state provider obligations as outlined in Act No. 76 of 1933, including any amendments thereto.
- M. Defendants shall refrain from all conduct that violates any provision of the Consumer Protection Law, including any amendments thereto, and is permanently enjoined from any future violations thereof.

III. Monetary Relief

- A. Defendants are jointly and severally liable to the Commonwealth for the sum of THREE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED and 00/100 Dollars (**\$3,462,400.00**), which shall be apportioned and satisfied as follows:
 - 1. **Restitution**, in the amount of FIVE HUNDRED SEVENTEEN THOUSAND SIXTEEN and 94/100 Dollars (**\$517,016.94**), pursuant to Section 201-4.1 of the Consumer Protection Law. The amount, timing, and manner of distribution to consumers shall be within the sole discretion of the Commonwealth.
 - 2. **Civil Penalties**, in the amount of TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED EIGHTY-THREE and 06/100 Dollars (**\$232,983.06**).
 - 3. **Suspended Civil Penalties**, in the amount of TWO MILLION FOUR HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED and 00/100 Dollars (**\$2,462,400.00**), which will be **satisfied and suspended** so long as Defendants comply with all material terms of this agreement. The full amount of suspended penalties, along with any outstanding amount due under Defendants' Total Payment Amount below, will become due to the Commonwealth if the Defendants fail to cure a material violation and, upon motion, a court finds that Defendants have materially violated this agreement.

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i. **Notice of Breach and Opportunity to Cure.** In that the Commonwealth asserts that Defendants have breached a material term of this agreement, prior to submitting a motion or other request to the court, the Commonwealth shall provide written notice (“Default Notice”) to Defendants providing a detailed explanation of the circumstances of the alleged breach, including (1) the date the alleged breach(es) occurred, (2) who observed the alleged breach(es), (3) the evidence constituting the breach, (4) the term(s) of the agreement that were allegedly breached, and (5) whether and why the Commonwealth asserts such terms are material. Upon receipt of a Default Notice, Defendants shall have thirty days (“Cure Period”) to provide a written response to the Default Notice and cure any alleged default. The Commonwealth may submit a motion to the Court only upon expiration of the Cure Period and if the parties do not agree whether the alleged default has been cured.

4. **Costs**, in the amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 Dollars (**\$250,000.00**), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. Total Payment Terms: Defendants shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, the sum of ONE MILLION and 00/100 Dollars (**\$1,000,000.00**) (“Total Payment Amount”), in the following manner:

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1. TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (**\$250,000.00**) shall be paid to the Commonwealth within 60 days of the Effective Date of this Decree as a good-faith payment;
2. The remaining SEVEN HUNDRED FIFTY THOUSAND and 00/100 Dollars (**\$750,000.00**) shall be paid to the Commonwealth in monthly EIGHT THOUSAND FIVE HUNDRED DOLLARS and 00/100 Dollars (**\$8,500.00**) installment payments (“Monthly Payment”) due to the Commonwealth on the first business day of each month, starting in September 2026, and lasting until the Total Payment Amount is received.
3. Payments shall be made by certified check, cashier’s check, or money order and be made payable to the “Commonwealth of Pennsylvania, Office of Attorney General” and forwarded to Randy Kim , Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Health Care Section, 14th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.
4. Defendants’ completion of the Total Payment Amount shall be deemed to be a full satisfaction of the Restitution, Civil Penalties, Suspended Civil Penalties, Fines, and Costs under this Agreement.
5. Defendants may at any point make a lump sum payment or installments greater than those defined in section III.B.2.
 - i. If Defendants are able to make payments totaling at least NINE HUNDRED AND FIFTY THOUSAND and 00/100 Dollars (\$950,000) within SEVEN HUNDRED AND THIRTY (730) calendar days of the execution of this agreement, the Total Payment Amount due to the

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Commonwealth shall be deemed satisfied on such date with no further installment payments owed.

- ii. If Defendants are able to make payments totaling at least NINE HUNDRED THOUSAND and 00/100 Dollars (\$900,000) within THREE HUNDRED AND SIXTY-FIVE (365) calendar days of the execution of this agreement, the Total Payment Amount due to the Commonwealth shall be deemed satisfied on such date with no further installment payments owed.

IV. Miscellaneous Terms

- A. Upon the Effective Date of this Consent Decree, the Commonwealth of Pennsylvania, Office of Attorney General shall release and discharge Defendants from all civil claims that the Commonwealth of Pennsylvania, Office of Attorney General could have brought against Defendants based on Defendants’ conduct prior to the Effective Date. Nothing contained in this paragraph shall be construed to limit the ability of the Commonwealth of Pennsylvania, Office of Attorney General to enforce the obligations of Defendants under this Consent Petition. Further, nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, patient, person, or entity or by any local, state, federal, or other governmental entity.
- B. Any terms not explicitly defined in this Consent Petition shall be interpreted by reference to the Consumer Protection Law and/or Credit Services Act as applicable, in the event of any dispute between the parties regarding the meaning of such undefined terms.
- C. By entering into this Consent Petition, the Commonwealth does not warrant or aver in any manner that Defendants’ compliance with this Consent Petition will result in compliance

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with the provisions of the Consumer Protection Law, Credit Services Act or any other state or federal law or regulation. This Consent Petition shall not in any way relieve Defendants of their obligation to comply with any and all state or federal laws or regulations applicable to Defendants.

- D. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.
- E. The Court of Common Pleas of Bucks County, Pennsylvania shall maintain jurisdiction over the subject matter of this Consent Petition.
- F. Defendants understand and agree that if they have made any false statement in or related to this Consent Petition, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.
- G. Defendants shall not represent or imply that the Commonwealth acquiesces in, or approves of, Defendants' past, current, or future business practices, efforts to improve their practices, or any future practices that Defendants may adopt or consider adopting.
- H. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties relating to this Consent Petition, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied relating to this Consent Petition. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each

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party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

- I. The Commonwealth and Defendants hereby stipulate that this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, and that subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition shall be sufficient cause for the Commonwealth, through the Office of Attorney General, to seek penalties as provided in Section 201-8 of the Consumer Protection Law, forfeiture of Defendants’ rights to do business in the Commonwealth as provided in Section 201-9 of the Consumer Protection Law, or any other relief as the Court shall determine.
- J. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent on this Consent Petition and/or the agreements contained herein being approved by the Court of Common Pleas of Bucks County and entered as a Final Decree.
- K. Defendants shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this Consent Petition and/or for the purpose of circumventing this Consent Petition.
- L. Subject to the requirements in Paragraph K, the injunctive obligations of this Consent Petition shall not bind a future Dental Services organization where Dr. Patel provides Dental Services as an employee or independent contractor.

NOW THEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition, Defendants agree to the signing of this Consent Petition and this Court hereby orders that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions.

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WE HEREBY consent to this Consent Petition and submit the same to this Honorable Court for the making and entry of a Final Decree or Order of the Court on the dates indicated herein below.

[Signatures on Following Page]

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
DAVID W. SUNDAY, JR.

Date: 6/18/2026

By: Randy Kim

RANDY KIM
Deputy Attorney General
PA Attorney ID: 332800
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Email: rkim@attorneygeneral.gov
Attorney for the Commonwealth

FOR THE DEFENDANTS:

INFINITY DENTAL MANAGEMENT, LLC,
D/B/A ALPHA DENTAL EXCELLENCE;
INFINITY DENTAL STAFFING, LLC,;
ARPAN NALIN PATEL

Date: _____

By: _____

ARPAN NALIN PATEL

Date: _____

By: _____

Attorney for the Defendants

125020.000001 4896-5922-3472.2

FOR THE PLAINTIFF:

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
DAVID W. SUNDAY, JR.**

Date: _____

By: _____

RANDY KIM
Deputy Attorney General
PA Attorney ID: 332800
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Email: rkim@attorneygeneral.gov
Attorney for the Commonwealth

FOR THE DEFENDANTS:

**INFINITY DENTAL MANAGEMENT, LLC,
D/B/A ALPHA DENTAL EXCELLENCE;
INFINITY DENTAL STAFFING, LLC,;
ARPAN NALIN PATEL**

Date: June 10, 2026

By: 
ARPAN NALIN PATEL

Date: _____

By: _____

Jennifer L. Beidel (Atty ID# 204450)
jbeidel@dykema.com
DYKEMA GOSSETT PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
Telephone: (248) 203-0506
Email: jbeidel@dykema.com

Attorney for the Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he served a true and correct copy of the foregoing Consent Petition for Final Decree and Entry of Judgment upon the following by the Court’s electronic notification:

Jennifer Beidel, Esq.
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
*Attorney for Defendants Arpan Nalin Patel, DMD;
Infinity Dental Staffing LLC; and Infinity Dental
Management, LLC d/b/a Alpha Dental Excellence*

Alexander R. Ferrante, Esq. (ID No. 45381)
Gold & Ferrante, PC
716 N. Bethlehem Pike, St. 208
Lower Gwynedd, PA 19002
Attorney for Defendant Cheryl Snyder

Dated: June 18, 2026

/s/Randy Kim
Randy Kim, Esq. (ID No. 332800)
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Telephone: 215.756.4515
Attorney for Plaintiff Commonwealth