



OFFICE OF INSURANCE REGULATION

FILED

MAR 6 2006

SPB

KEVIN M. McCARTY
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 85797-06

DENTAL CARE ALLIANCE, LLC
d/b/a DENTRITE DENTAL SERVICES

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between Dental Care Alliance, LLC d/b/a DentRite Dental Services (hereinafter referred to as "DCA") and the Office of Insurance Regulation (hereinafter the "OFFICE"). Following a review of the record, and upon consideration thereof, and being fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and parties to this proceeding.
2. DCA is a domestic limited liability company with its principal place of business located at One South School Avenue, Suite 1000, Sarasota, Florida 34237.
3. DCA provides access to discounted dental care services as or in the name of DentRite Dental Services. DCA advertises and offers these services on the Internet. DCA's website contains links to the web pages of dental practices and dentists who provide DCA's discounted services in Florida.
4. Since November 2005, DCA has informed potential Florida members that it plans to become licensed in Florida and "anticipate[s] the application and certification process will go

smoothly.” DCA offers(ed) to take the names and phone numbers of potential Florida members through an online form and make contact “once the process is complete.”

5. The OFFICE conducted an investigation of DCA in accordance with Section 626.901, Florida Statutes, and, as a result, it has been determined that DCA conducted business in the State of Florida as a discount medical plan organization in violation of Section 636.204 of the Florida Statutes. DCA has never applied for a license with the OFFICE to offer discounted dental care services or any other type of insurance. Furthermore, DCA is not, and has never been authorized to conduct business as a discount medical plan organization or insurer in the State of Florida.

6. DCA agrees that upon the execution of this Consent Order it shall be subject to the terms and conditions contained herein.

7. Within ninety (90) days of the execution of this Consent Order, DCA agrees to rescind all of the contracts renewed or executed with Florida residents on or after March 31, 2005. DCA further agrees to refund all of the money received in connection with those contracts.

8. Prior to the rescission of the contracts being effective, DCA shall provide a thirty (30) day advance notice in writing, delivered by certified mail, to all Florida members who are owed refunds. The notice of rescission shall inform those members that DCA has ceased operations as a discount medical plan organization in Florida, because it is not licensed. DCA shall submit copies of the mailed notices to the OFFICE, certified by an officer of the company to be true and correct.

9. All refunds owed to the plan members, which DCA represents as a total of approximately \$6,585.00, shall be processed and sent to those members within ninety (90) days of the execution of this Consent Order.

10. Within ninety (90) days of the execution of this Consent Order, DCA shall provide a summary report to the OFFICE, certified by an officer of the company to be true and correct, which indicates for each refund the member's name, membership number, amount, and issue date. In the event that DCA is unable to locate former members who are entitled to refunds, DCA shall submit their refunds to the State of Florida as unclaimed property.

11. DCA shall immediately remove the language under the "Florida Residents Notice" on its website, except only to state that Florida law requires discount medical plan organizations to obtain a license from the OFFICE in order to provide discounted medical services in Florida and that DCA is not licensed in Florida to offer those services.

12. DCA, acting either directly or indirectly, by or through named and unnamed persons, entities, agents, or otherwise, shall cease and desist from the transaction in Florida of any new or renewal unlicensed discount medical plan or other insurance business, which includes soliciting or accepting contact information or applications from Florida residents.

13. DCA shall pay to the OFFICE administrative costs in the amount of Three Thousand Dollars (\$3,000) within thirty (30) days of the execution of this Consent Order.

14. The OFFICE and DCA expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the OFFICE and all further or other proceedings to which the parties may be entitled by law or the rules of the OFFICE. DCA hereby knowingly and voluntarily waives all rights to challenge or contest this Consent Order, in any forum presently or in the future available to it, including the right to any administrative proceeding, state or federal court action, or any appeal.

15. DCA agrees that the failure to adhere to one or more of the terms and conditions of this Consent Order shall constitute a violation of a lawful Order of the OFFICE, and may

subject DCA to such administrative penalties or remedies available under the Florida Insurance Code.

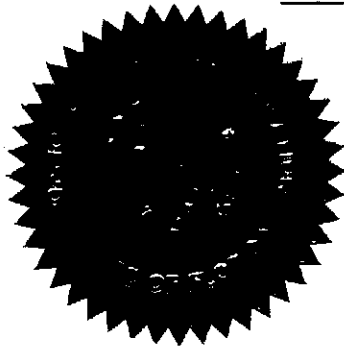
16. DCA is hereby placed on notice of the requirements of the above-referenced statutory provisions and agrees that any future violations of these sections by DCA may be deemed willful, subjecting DCA to the appropriate penalties.

17. Except as noted above, each party to this action shall bear its own costs and fees.

18. THEREFORE, the agreement between DCA and the OFFICE, the terms and conditions of which are set forth above, is approved.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this 5TH day of MARCH, 2007.



Kevin M. McCarty
Commissioner
Office of Insurance Regulation

By execution hereof, DENTAL CARE ALLIANCE, LLC d/b/a DENTRITE DENTAL SERVICES consents to the entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind DENTAL CARE ALLIANCE, LLC d/b/a DENTRITE DENTAL SERVICES to the terms and conditions of this Consent Order.

DENTAL CARE ALLIANCE, LLC d/b/a
DENTRITE DENTAL SERVICES

By: _____

Print Name: DAVID P NICHOLS

[Corporate Seal]

Title: Managing Member

Date: 1/26/07

STATE OF FLORIDA
COUNTY OF SARASOTA

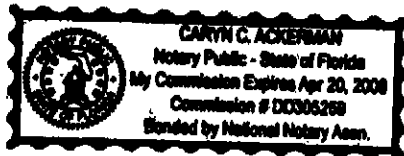
The foregoing instrument was acknowledged before me this 26th day of JANUARY 2007, by DAVID P. NICHOLS, who is personally known to me or has produced the following identification _____

Signature of Notary Public

CARYN C. ACKERMAN
Print Name

[Notarial Seal]

My Commission Expires: 4/20/08



COPIES FURNISHED TO:

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February 28, 2007

Ms. Rhoda K. Johnson
Assistant General Counsel
Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399

RE: Dental Care Alliance
OIR Case No. 85797-06

Dear Ms. Johnson:

Paragraph 11 of the Consent Order executed by our client, Dental Care Alliance, in the above referenced case required a notice to be placed on the company's web site stating a license was required to provide discount medical services in Florida and that the company was not licensed in Florida to offer those services.

The company has decided to go ever further than required in the Consent Order by removing all references to the State of Florida from the web site. The web site now gives no mention of providers, applications or any other subject with respect to doing any business within the state.

If you have any questions or comments, I trust that you will contact me.

Sincerely,

Paul P. Sanford[®]