EXHIBIT 1

15SL-CC01502

IN THE MISSOURI CIRCUIT COURT
FOR THE TWENTY-FIRST JUDICIAL CIRCUIT
COUNTY OF ST. LOUIS

SUZANNE DEGNEN, D.M.D., P.C. d/b/a SUNSET TOWER FAMILY DENTISTRY,	)	
Plaintiff,	)	Case No.
v.	)	Division:
MEGADENT, INC. d/b/a MEGADENT LABS, INC. d/b/a MEGADENT, d/b/a MEGADENT LABORATORIES,	)	JURY TRIAL DEMANDED
Serve: Kim Martinez Registered Agent 911 S.E. 28th St., Ste. 1 Bentonville, AR 72712	)	
KIM MARTINEZ,	)	
Serve: 911 S.E. 28th St., Ste. 1 Bentonville, AR 72712	)	
and	)	
JOHN DOES 1-10.	)	
Defendants.	)	

CLASS ACTION JUNK-FAX PETITION

Plaintiff Suzanne Degnen, D.M.D., P.C. d/b/a Sunset Tower Family Dentistry brings this junk-fax class action, on behalf of itself and all others similarly situated, against Defendants Megadent, Inc. d/b/a Megadent Labs, Inc. d/b/a Megadent, d/b/a Megadent Laboratories, Kim Martinez, and John Does 1-10 under the Telephone Consumer Protection Act of 1991, as amended by the

Junk Fax Prevention Act of 2005, 47 U.S.C. § 227, and the regulations promulgated thereunder (individually and collectively hereafter, "TCPA").

PARTIES, JURISDICTION, AND VENUE

1. *Plaintiff Suzanne Degnen, D.M.D., P.C. d/b/a Sunset Tower Family* Dentistry is a Missouri corporation with its principal place of business in St. Louis County, Missouri.

2. Defendant Megadent, Inc. d/b/a Megadent Labs, Inc. d/b/a *Megadent*, d/b/a Megadent Laboratories (Megadent) is a Delaware corporation in good standing with the Arkansas Secretary of State, with a principal address in Shreveport, Louisiana, and an office and registered agent in Bentonville, Arkansas.

3. Megadent is not registered with the Missouri Secretary of State to transact business in Missouri.

4. Defendant Kim Martinez is an individual who resides in Arkansas.

5. John Does 1-10 are not presently known and will be identified *through discovery*.

6. This Court has personal jurisdiction over Defendants under 47 U.S.C. § 227(b)(3), because Defendants sent at least one illegal fax into Missouri. Defendants transact business within this state, Defendants have made contracts within this state, Defendants have committed tortious acts within this state, including conversion, and/or Defendants otherwise have sufficient minimum contacts with this state.

7. Venue is proper under the TCPA and/or under Missouri Revised Statutes § 508.010.2.

THE FAX

8. On or about February 11, 2015, Defendants used a telephone facsimile machine, computer, or other device to send to Plaintiff's telephone facsimile machine at (314) 849-1139 an unsolicited advertisement, a true and accurate copy of which is attached as **Exhibit 1** (the Fax).

9. The Fax contained a price list for Megadent's dental products, including dentures and crowns.

10. The Fax contained Defendant Kim Martinez's email address, kim@megadentlabs.com.

11. The Fax identified Megadent's website, www.megadentlabs.com.

12. Plaintiff received the Fax through Plaintiff's facsimile machine.

13. Plaintiff received the Fax through Plaintiff's facsimile machine.

14. The Fax constitutes material advertising quality or commercial availability of any property, goods, or services.

15. On information and belief, Defendants have sent other facsimile transmissions of material advertising the quality or commercial availability of property, goods, or services to Plaintiff and to at least 40 other persons as part of a plan to broadcast fax advertisements, of which the Fax is an example, or, alternatively, the Fax was sent on behalf of Defendants.

16. Defendants approved, authorized and participated in the scheme to broadcast fax advertisements by (a) directing a list to be purchased or assembled, (b) directing and supervising employees or third parties to send the faxes, (c) creating and approving the fax form to be sent, and (d) determining the number and frequency of the facsimile transmissions.

17. Defendants had a high degree of involvement in, actual notice of, and/or ratified the unlawful fax broadcasting activity and failed to take steps to prevent such facsimile transmissions.

18. Defendants created, made, and/or ratified the sending of the Fax and other similar or identical facsimile advertisements, which Defendants sent to Plaintiff and to other members of the "Class" as defined below.

19. The Fax, and the other similar or identical facsimile advertisements, sent by and/or on behalf of Defendants, is part of Defendants' work or operations to market Defendants' products, goods, or services.

20. The Fax and the other facsimile advertisements constitute material furnished in connection with Defendants' work or operations.

21. The Fax sent to Plaintiff, and the other facsimile advertisements sent by Defendants, lacked a notice informing the recipient of the ability and means to avoid future unsolicited advertisements.

22. The Fax and Defendants' similar facsimile advertisements lacked a notice stating that the recipient may make a request to the sender of the advertisement not to send future advertisements to a telephone facsimile

machine or machines and that failure to comply, within 30 days, with such a request meeting 47 C.F.R. § 64.1200(a)(4)(v)'s requirements is unlawful.

23. The transmissions of facsimile advertisements, including the Fax, to Plaintiff, lacked a notice that complied with 47 U.S.C. § 227(b)(1)(C) and 47 C.F.R. § 64.1200(a)(4)(iii).

24. On information and belief, Defendants faxed the same and other facsimile advertisements to the members of the Class in Missouri and throughout the United States without first obtaining the recipients' prior express invitation or permission.

25. There is no reasonable means for Plaintiff or other Class members to avoid receiving unlawful faxes while continuing to receive lawful faxes.

26. Defendants violated the TCPA by transmitting the Fax to Plaintiff and to the Class members without obtaining their prior express invitation or permission and by not displaying the proper opt-out notice required by 47 C.F.R. § 64.1200(a)(4).

27. Defendants knew or should have known that (a) facsimile advertisements, including the Fax, were advertisements, (b) Plaintiff and the other Class members had not given their prior invitation or permission to receive facsimile advertisements, (c) no established business relationship existed with Plaintiff and the other Class members, and (d) Defendants' facsimile advertisements did not display a proper opt-out notice.

28. Defendants engaged in the transmission of facsimile advertisements, including the Faxes, or participated in such advertising scheme,

believing such transmissions were legal based on Defendants' own understanding of the law and/or based on the representations of others on which Defendants reasonably relied.

29. *Defendants failed to determine correctly the legal restrictions on* the use of facsimile transmissions and the application of those restrictions to facsimile advertisements, including the Fax, both to Plaintiff and the Class.

30. Pleading in the alternative to the allegations that Defendants knowingly violated the TCPA, Plaintiff alleges that Defendants did not intend to send transmissions of facsimile advertisements, including the Fax, to any person where such transmission was not authorized by law or by the recipient, and to the extent that any transmissions of facsimile advertisement was sent to any person and such transmission was not authorized by law or by the recipient, such transmission was made based on either Defendants' own understanding of the law and/or based on the representations of others on which Defendants reasonably relied.

31. The transmissions of facsimile advertisements, including the Fax, to Plaintiff and the Class caused unwanted use and destruction of their property, including toner or ink and paper, and caused undesired wear on hardware.

32. The transmissions of facsimile advertisements, including the Fax, to Plaintiff and to Class interfered with their exclusive use of their property.

33. The transmissions of facsimile advertisements, including the Fax, to Plaintiff and the Class interfered with their business and/or personal communications and privacy interests.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this class action on behalf of the following class of persons, hereafter, the "Class":

> All persons who (1) on or after four years prior to the filing of this action, (2) were sent a telephone facsimile message of material advertising the commercial availability or quality of any property, goods, or services by or on behalf of Defendants, (3) with respect to whom Defendants cannot provide evidence of prior express invitation or permission for the sending of such faxes, (4) with whom Defendants do not have an established business relationship, or (5) which (a) did not display a clear and conspicuous opt-out notice on the first page stating that the recipient may make a request to the sender of the advertisement not to send any future advertisements to a telephone facsimile machine or machines and that failure to comply, within 30 days, with such a request meeting the requirements under 47 *C.F.R.* § 64.1200(a)(4)(v) *is unlawful*, (b) lacked a telephone number for sending the opt-out request, or (c) lacked a facsimile number for sending the opt-out request.

35. Excluded from the Class are Defendants, their employees, agents, and members of the judiciary.

36. This case is appropriate as a class action because:

a. Numerosity. On information and belief, based in part on review of the sophisticated Fax and online research as to Defendants and their marketing practices, the Class includes at least 40 persons and is so numerous that joinder of all members is impracticable.

b. Commonality. Questions of fact or law common to the Class predominate over questions affecting only individual Class members, e.g.:

i. Whether Defendants engaged in a pattern of sending unsolicited fax advertisements;

ii. Whether the Fax, and other faxes transmitted by or on behalf of Defendants, contains material advertising the commercial availability of any property, goods or services;

iii. Whether the Fax, and other faxes transmitted by or on behalf of Defendants, contains material advertising the quality of any property, goods or services;

iv. The manner and method Defendants used to compile or obtain the list of fax numbers to which Defendants sent the Fax and other unsolicited faxed advertisements;

v. Whether Defendants faxed advertisements without first obtaining the recipients' prior express invitation or permission;

vi. Whether Defendants violated 47 U.S.C. § 227;

vii. Whether Defendants willingly or knowingly violated 47 U.S.C. § 227;

viii. Whether Defendants violated 47 C.F.R. § 64.1200;

ix. Whether the Fax, and the other fax advertisements sent by or on behalf of Defendants, displayed the proper opt-out notice required by 47 C.F.R. § 64.1200(a)(4);

x. Whether the Court should award statutory damages;

xi. Whether the Court should award treble damages; and

xii. Whether the Court should enjoin Defendants from sending TCPA-violating facsimile advertisements in the future.

c. Typicality. Plaintiff's claim is typical of the other Class members' claims, because, on information and belief, the Fax was substantially the same as the faxes sent by or on behalf of Defendants to the Class, and Plaintiff is making the same claim and seeking the same relief for itself and all Class members based on the same statute and regulation.

d. Adequacy. Plaintiff will fairly and adequately protect the interests of the other Class members. Plaintiff's counsel are experienced in class actions and TCPA claims. Neither Plaintiff nor Plaintiff's counsel has interests adverse or in conflict with the absent Class members.

e. Superiority. A class action is the superior method for adjudicating this controversy fairly and efficiently. The interest of each individual Class member in controlling the prosecution of separate claims is small and individual actions are not economically feasible.

37. The TCPA prohibits the "use of any telephone facsimile machine, computer or other device to send an unsolicited advertisement to a telephone facsimile machine." 47 U.S.C. § 227(b)(1).

38. The TCPA defines "unsolicited advertisement," as "any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's express invitation or permission." 47 U.S.C. § 227(a)(4).

39. The TCPA provides:

> Private right of action. A person may, if otherwise permitted by the laws or rules of court of a state, bring in an appropriate court of that state:
>
> (A) An action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation,
>
> (B) An action to recover for actual monetary loss from such a violation, or to receive $500 in damages for each such violation, whichever is greater, or
>
> (C) Both such actions.

47 U.S.C. § 227(b)(3)(A)-(C).

40. The TCPA also provides that that Court, in its discretion, may treble the statutory damages if a defendant "willfully or knowingly" violated Section 227(b) or the regulations prescribed thereunder.

41. "A facsimile broadcaster will be liable for violations of [Section 64.1200(a)(4)]. . . , including the inclusion of opt-out notices on unsolicited advertisements, if it demonstrates a high degree of involvement in, or actual notice of, the unlawful activity and fails to take steps to prevent such facsimile transmissions." 47 C.F.R. § 64.1200(a)(4)(vii).

42. Because the TCPA is a strict liability statute; Defendants are liable to Plaintiff and the Class even *if Defendants only acted negligently*.

43. Defendants' actions caused damage to Plaintiff and the Class, as

a. receiving Defendants' faxed advertisements caused the recipients to lose paper and toner consumed in printing Defendants' faxes;

b. Defendants' actions interfered with the recipients' use of the recipients' fax machines and telephone lines;

c. Defendants' faxes cost the recipients time, which was wasted time *receiving, reviewing, and routing the unlawful faxes, and such time* otherwise would have been spent on business activities; and

d. Defendants' faxes unlawfully interrupted the recipients' privacy interests in being left alone.

44. Defendants intended to cause damage to Plaintiff and the Class, to violate their privacy, to interfere with the recipients' fax machines, or to

consume the recipients' valuable time with Defendants' advertisements; therefore, treble damages are warranted under 47 U.S.C. § 227(b)(3).

45. Defendants knew or should have known that (a) Plaintiff and the other Class members had not given express invitation or permission for Defendants or anyone else to fax advertisements about Defendants' property, goods, or services, (b) Defendants did not have an established business relationship with Plaintiff and the other Class members, (c) the Fax and the other facsimile advertisements were advertisements, and (d) the Fax and the other facsimile advertisements did not display the proper opt out notice.

46. Defendants violated the TCPA by transmitting the Fax to Plaintiff and substantially similar facsimile advertisements to the other Class members without obtaining their prior express invitation or permission and by not displaying the proper opt-out notice required by 47 C.F.R. § 64.1200(a)(4)(iii).

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment in its favor and against all Defendants, jointly and severally, as follows:

a. certify this action as a class action and appoint Plaintiff as Class representative;
b. appoint the undersigned counsel as Class counsel;
c. award damages of $500 per facsimile pursuant to 47 U.S.C. § 227(a)(3)(B);
d. award treble damages up to $1,500 per facsimile pursuant to 47 U.S.C. § 227(a)(3);
e. enjoin Defendants and their contractors, agents, and employees from continuing to send TCPA violating facsimiles pursuant to 47 U.S.C. § 227(a)(3)(A);

f. award class counsel reasonable attorneys' fees and all expenses of this action and require Defendants to pay the costs and expenses of class notice and claim administration;

g. award Plaintiff an incentive award based upon its time expended on behalf of the Class and other relevant factors;

h. award Plaintiff prejudgment interest and costs; and

i. grant Plaintiff all other relief deemed just and proper.

SCHULTZ & ASSOCIATES LLP

By: /s/ Ronald J. Eisenberg
Ronald J. Eisenberg, #48674
Robert Schultz, #35329
640 Cepi Drive, Suite A
Chesterfield, MO 63005-1221
(636) 537-4645
Fax: (636) 537-2599
reisenberg@sl-lawyers.com
rschultz@sl-lawyers.com

Attorneys for Plaintiff

15SL-CC01502

Megadent

Price List 2015

Porcelain Fused to Metal (PFM)	Per Unit (US Dollars)
Non-Precious (Ni, Cr)	$25.00
Non-Precious (Ni & Be Free)	$30.00
Non-Precious (Titanium)	$35.00
Noble (Co, Cr)	$50.00
Noble (3% Au)	$60.00*
High Noble White (40% Au)	$85.00*
High Noble White (75% Au)	$115.00*
High Noble Yellow (90% Au)†	$115.00*
High Noble Yellow (98% Au)	$115.00*
Megatek	$115.00*

*Less than or equal to 1.1 grams (0.7 dwt). More than 1.1 grams, price is determined by market rates.
†Used in all high noble bridges unless specified otherwise.

Full Cast	Per Unit (US Dollars)
Non-Precious (Ni, Cr)	$25.00
Non-Precious (Ni & Be Free)	$30.00
Non-Precious (Titanium)	$35.00
Non-Precious (Yellow)	$30.00
Non-Precious (2% Au)	$50.00
Noble (Co, Cr)	$65.00
Noble (3% Au)	Determined by market rates.
High Noble White (40% Au)	Determined by market rates.
High Noble Yellow (52% Au)	Determined by market rates.

All-Ceramic and Zirconia	Per Unit (US Dollars)
IPS e.max® Press Crown	$70.00
IPS e.max® Press Veneer	$95.00
IPS e.max® Press Inlay/ Onlay	$95.00
Wol-Ceram® Alumina	$70.00
Wol-Ceram® Zirconia	$75.00
Cercon®	$80.00
Full Contour Solid Zirconia	$75.00
Bruxzir®	$100.00

Removable Services	Per Arch Teeth Included (US Dollars)
Valplast® Partial Denture	$65.00
Cast Partial Denture	$90.00
Framework (Co, Cr)	$40.00
Framework (Co, Cr Premium Alloy)	$50.00
Framework – Wax Setup	$75.00
Partial Denture Finish (from framework)	$50.00
Partial Denture Finish (from frame + wax)	$30.00
Transitional Partial Denture	$60.00
Full Arch Denture	$65.00
Full Arch Denture Finish	$35.00
Wax Try-In	$60.00
Occlusal Rim	$25.00

Ex. 1

Base Plate	$35.00
Nightguard (Hard or Soft)	$50.00

Copings	Per Unit (US Dollars)
Non-Precious (Ni, Cr)	$18.00
Non-Precious (Ni & Be Free)	$20.00
Non-Precious (Titanium)	$28.00
Noble (Co, Cr)	$42.00
Noble (3%)	$50.00
High Noble	Determined by market rates.

Provisionals	Per Unit (US Dollars)
Temporary Crown	$25
Temporary Crown (Milled)	$40

Additional Services	Per Unit (US Dollars)
Porcelain Butt Margin	$15.00
Maryland Bridge (+1 NP unit)	$55.00
Post and Core (Non-Precious)	$15.00
Reduction Coping	$15.00
Occlusal Rest	$15.00*
Add Porcelain	$15.00
Shade Change	$15.00
Soft Tissue Model	$25.00
Custom Impression Tray	$35.00
Denture Reline	$35.00
Custom Implant Abutment	$275.00
Wax Diagnostic Crown	$20.00

*High Noble alloy rests will be charged according to specific weight and market rates.

Megadent Laboratories
911 S.E. 28th St. #1
Bentonville, AR 72712
Tel: 479-876-8666
kim@megadentlabs.com
www.megadentlabs.com