

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)
Court File No. _____

State of Minnesota, by its Attorney General,
Lori Swanson, and Minnesota Board of
Chiropractic Examiners,

Plaintiffs,

SUMMONS

vs.

Express Health, P.A. and Cory D. Couillard,
D.C.

Defendants.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANTS:

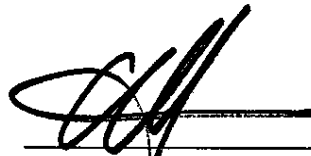
You are hereby summoned and required to serve upon plaintiff's attorney an answer to the complaint which is herewith served upon you, within twenty (20) days after the service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

You may seek alternative dispute resolution of the issues in this complaint as set forth in the Minnesota General Rules of Practice for the District Courts. Alternative dispute resolution includes mediation, arbitration, and other processes as set forth in these rules. You may contact the court administrator for further information or about resources in your area. If you cannot pay

for alternative dispute resolution, in some counties assistance may be available to you through a nonprofit provider or a court program.

Dated: 8/12/09

LORI SWANSON
Attorney General
State of Minnesota



CAREEN MARTIN
Assistant Attorney General
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ATTORNEYS FOR PLAINTIFFS

AG: #2489843-v1

STATE OF MINNESOTA
COUNTY OF DAKOTA

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State of Minnesota, by its Attorney General,
Lori Swanson, and Minnesota Board of
Chiropractic Examiners,

Plaintiffs,

COMPLAINT

vs.

Express Health, P.A. and Cory D. Couillard,
D.C.

Defendants.

The State of Minnesota, by its Attorney General, Lori Swanson, and the Minnesota Board of Chiropractic Examiners, for their Complaint against Express Health, P.A. and Cory D. Couillard, D.C. hereby state and allege as follows:

INTRODUCTION

1. Defendant Express Health, P.A. (“Express Health”) is a chiropractic clinic owned and operated by defendant Cory D. Couillard, D.C. (“Couillard”). Defendants aggressively enrolled patients in “CareCredit” credit cards issued by GE Money Bank, often misrepresenting to patients that they were not applying for a credit card but that the clinic simply intended to check to see if they would qualify for credit. In order to ensure that patients qualified for a credit card, defendants often submitted to the lender false annual income for those patients, in some cases doubling or more patients’ actual income. Once patients were issued a credit card, defendants immediately placed lump-sum charges of up to \$5,040 on the credit card, without

patients' knowledge or consent. Defendants engaged in these practices in order to create a lucrative source of funding for their chiropractic services. Defendants' practices jeopardized patients' credit histories and finances and caused patients to pay for care they did not want and to incur late fees and interest. By their conduct, Express Health and Coulliard have violated Minnesota's statutory prohibitions against consumer fraud and deceptive trade practices and other Minnesota laws.

PARTIES

2. Lori Swanson, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes chapter 8, including Minnesota Statutes sections 8.01, 8.31, 8.32, and under sections 325F.67 and 325F.70, and has common law authority, including *parens patriae* authority, to bring this action on behalf of the State of Minnesota and its citizens to enforce Minnesota law.

3. The Minnesota Board of Chiropractic Examiners is authorized under Minnesota Statutes section 214.11 to bring this action.

4. Express Health is a Minnesota corporation with a registered office at 20176 Heritage Drive, Lakeville, Minnesota 55044-6855. Express Health has physical locations in Lakeville and Apple Valley, Minnesota. Couillard, an individual who resides at 21212 Independence Avenue, Lakeville, Minnesota 55044, is the sole owner of Express Health. Couillard is a chiropractor.

JURISDICTION

5. This Court has jurisdiction over the subject matter of this action pursuant to Minnesota Statutes sections 8.01, 8.31, 8.32, subdivisions 2(a), 325F.67, 325F.70, and 214.11.

6. This Court has personal jurisdiction over Express Health because Express Health is a Minnesota corporation, does business in Minnesota, has agents and property in Minnesota, and has committed acts in Minnesota causing injury to Minnesota citizens.

7. This Court has personal jurisdiction over Couillard because Couillard is a resident of the State of Minnesota and has committed acts in Minnesota causing injury to Minnesota citizens.

VENUE

8. Venue in Dakota County is proper under Minnesota Statutes section 542.09 (2008) because the defendants reside, and the cause of action arose, in part, in Dakota County.

FACTUAL BACKGROUND

A. Express Health and Couillard.

9. Defendant Express Health offers chiropractic services to patients at two locations: 20176 Heritage Drive, Lakeville, Minnesota 55044-6855 and 7000 - 151st Street West, Apple Valley, Minnesota 55124. Defendant Couillard is intimately involved in all aspects of Express Health's business and operations. Among other things, Couillard directs the sales of Express Health's chiropractic services, provides all chiropractic services offered by the clinic, and enrolls patients in credit cards.

10. Defendants often make initial contact with patients at booths or kiosks located at locations like Burnsville Center, Elko Speedway, or the Dakota County Fair. Defendants often initiate contact with patients by asking them if they want a massage or free health or spinal scan. After informing patients of the results of the scan, defendants then invite patients to the clinic for a full evaluation.

11. After the evaluation, defendants thereafter often recommended that patients receive a series of expensive future chiropractic treatments, which defendants called “Health Development Plans.” The total cost of a full complement of treatments, which generally includes 72 adjustments, ranges from \$2,900 to \$5,040.

B. Defendants Fraudulently Signed Patients Up For CareCredit Credit Cards.

12. GE Money Bank is a financial institution which offers the CareCredit Credit Card, which it describes as a “healthcare credit card that can be used as a payment option for certain expenses not covered by insurance or to bridge situations when desired care exceeds insurance coverage.” CareCredit offers various promotional plans under which no finance charges are assessed if the purchase amount is paid in full within the promotional period and if the consumer pays the monthly minimum payment on time each month. Otherwise, under a typical program, CareCredit imposes a delinquency interest rate of up to 29.99 percent APR. If a consumer does not pay off the balance within the promotional period or if the consumer misses a monthly payment, finance charges may be assessed retroactively to the date of purchase.

13. Defendants aggressively enrolled patients in GE’s CareCredit credit card and signed some patients up for CareCredit credit cards without their knowing consent. Defendants often told patients that they would not be applying for a credit card by completing an application, but simply requesting that the clinic check to see if they would qualify for credit. Defendants failed to inform those patients that they actually intended to submit the completed applications to CareCredit for purposes of applying for a credit card in the patient’s name.

14. Once a patient completed an application, however, often unbeknownst to the patient, defendants electronically applied for a CareCredit credit card in the patient’s name. In order to ensure that patients qualified for credit, defendants sometimes submitted to GE Money

Bank false and grossly inflated annual income for the patient—income which was far in excess of the annual income reported by the patient to the clinic. In some cases, defendants misrepresented to GE Money Bank that patients owned their homes instead of renting, contrary to information supplied by the patient to the clinic.

15. For example, E.D. and her husband had a combined household income of \$100,000 at the time they filled out the CareCredit application, but defendants told CareCredit that their annual household income was \$840,000. L.W. had a household income of \$12,000-\$14,000 at the time she filled out the CareCredit worksheet, but defendants told CareCredit that her income was \$120,000. D.D had a household income of \$50,000 when he filled out the CareCredit worksheet, but defendants told CareCredit that D.D.'s annual household income was \$120,000. B.M. had an annual household income of approximately \$100,000-\$120,000 at the time she filled out the CareCredit worksheet, but defendants told CareCredit that B.M.'s annual household income was \$240,000.

16. Defendants misrepresented and failed to disclose the terms of the CareCredit credit card account to patients and misrepresented and failed to disclose the fact that CareCredit is a credit card and not a payment plan offered by Express Health. Defendants failed to provide consumers with CareCredit brochures or other information regarding CareCredit's terms and interest rates and failed to disclose material terms and conditions of CareCredit to consumers, including the applicable APRs and the risk of a high interest rate if charges were not paid within the promotional period or if patients missed a minimum monthly payment.

C. Defendants Fraudulently Charged the CareCredit Credit Cards.

17. After signing up patients for CareCredit credit cards based on false pretenses, misrepresentations, material omissions, and misleading statements, defendants placed charges of up to \$5,040 on the credit cards without patients' authorization.

18. Consumers often first learned that the defendants had applied for a credit card in their name when they received a CareCredit card in the mail along with a statement indicating that the clinic had charged as much as \$5,040 to the credit card. Patients were often surprised to receive the credit card and charges because they were not aware that the clinic intended to apply for a credit card in their name and because they had not authorized the clinic to bill them for the lump sum charges, which included the cost of extensive future treatments.

19. As noted above, Couillard often recommended that patients participate in what defendants called a "Health Development Plan," which was basically a recommendation that they receive a certain number of future and costly chiropractic adjustments, exercises, and scans. Even patients who report that they were open to the possibility of participating in a so-called Health Development Plan, however, report that they were not advised by defendants that the total cost of the Health Development Plan—which typically would run from \$2,900 to \$5,040—would be billed up-front prior to any treatments being provided. Rather, these patients generally believed that they would be responsible to pay for treatments as they were actually rendered by the clinic.

20. Furthermore, even some patients who were aware that they were signing up for a CareCredit account report that they were unaware that the lump-sum cost of the Health Development Plan would be immediately charged to the account; rather, they report that they believed the credit card was to be used to pay for treatments as they were incurred. These

patients report that they were surprised to learn that their CareCredit account had been charged for the full price of the Health Development Plan and that they were expected to make monthly payments for treatment they had not yet received.

D. Defendants Aggressively Enrolled Patients in CareCredit in Order to Have a Payment Source for Their Chiropractic Treatments.

21. Defendants engaged in the practices described above in order to have a ready source of payments for their future and extensive chiropractic services. In some months, defendants billed CareCredit \$30,000 or more in charges, as illustrated in the following chart:

<u>Period Ending</u>	<u>Charges billed by Clinic to CareCredit</u>	<u>Charges Refunded by Clinic to CareCredit</u>
12/31/06	\$ 5,301	\$ 1,401
01/31/07	\$ 2,630	\$ 1,210
02/28/07	\$ 7,800	\$ 0
03/30/07	\$ 6,800	\$ 2,100
05/31/07	\$ 30,950	\$ 5,400
06/29/07	\$ 31,185	\$ 11,100
07/31/07	\$ 31,687	\$ 27,400
08/31/07	\$ 30,400	\$ 20,856
09/30/07	\$ 56,400	\$ 24,985
10/31/07	\$ 24,400	\$ 10,695
11/30/07	\$ 15,180	\$ 12,875
12/31/07	\$ 34,600	\$ 7,700
01/31/08	\$ 10,650	\$ 8,738
02/29/08	\$ 39,660	\$ 15,135
03/31/08	\$ 15,965	\$ 8,000
04/30/08	\$ 15,100	\$ 8,888
05/30/08	\$ 22,100	\$ 8,561
06/30/08	\$ 26,690	\$ 5,800
07/31/08	\$ 43,940	\$ 3,275
08/31/08	\$ 26,820	\$ 27,580
09/30/08	\$ 9,140	\$ 0
10/31/08	\$ 24,760	\$ 33,032
11/30/08	\$ 14,099	\$ 3,060
12/31/08	\$ 0	\$ 0
01/30/09	\$ 13,010	\$ 3,665
02/27/09	\$ 10,536	\$ 7,464
03/31/09	\$ 4,647	\$ 9,092
04/30/09	\$ 6,400	\$ 3,200

<u>Period Ending</u>	<u>Charges billed by Clinic to CareCredit</u>	<u>Charges Refunded by Clinic to CareCredit</u>
TOTAL	\$560,850	\$271,212

22. Defendants’ practices jeopardized patients’ credit scores and finances and caused patients to pay for care that was not yet delivered and/or that they did not want, as well as to incur late fees, interest and other financial consequences. Some patients were forced to take out consolidation loans in order to avoid paying interest on the amounts charged by defendants to their CareCredit credit cards.

23. Patients who learned that defendants opened CareCredit credit cards in their names without their knowing consent and charged the cards without their authorization often contacted defendants and/or CareCredit to request refunds. Indeed, as noted above, of \$560,850 in charges by defendant clinic to CareCredit, defendants refunded CareCredit \$271,212.

24. Defendants told some patients that they could not obtain a refund of amounts charged to their CareCredit cards. When patients sought to terminate treatment, defendants sometimes contended that the patient was in breach of a supposed “contract,” even though the patient never contractually agreed to receive future recommended services.

25. Some patients were forced to continue care with defendants because they could not get a refund of amounts charged to their CareCredit account. For example, after defendant Couillard told E.D. that she could not receive a refund, she was forced to continue care with the clinic because defendants would not reverse the amounts charged to her CareCredit account. Similarly, after defendant Couillard told S.O. she could not receive a refund, she was forced to continue care with the clinic.

26. On some occasions when defendants refunded a portion of a patient's money, the defendants calculated the refund by retroactively charging the patient for defendants' full retail rate for services rendered, rather than the "discounted" rate that had been shown to the patient.

27. When defendants did reverse the fraudulent charges, it often took them several months to do so, during which time some patients had to pay minimum monthly amounts to CareCredit in order to avoid further damage to their credit history. During the time they were disputing the charges with defendants, some patients were charged interest and late fees if they did not pay the minimum monthly payment to CareCredit. For example, when T.S. requested a refund from defendants, she was told that the amounts charged to the CareCredit account opened in her name would be refunded in two weeks. In the meantime, T.S. continued to receive statements from CareCredit stating that interest was accruing on the account.

28. Defendants otherwise made it difficult for patients to receive refunds. For example, patients often had to call defendants many times before finally having charges removed from their CareCredit credit cards. For example, defendant Couillard told L.W. that she would be harming her health by discontinuing care with him, and defendant Couillard fought with B.M. to convince her to continue care, making her feel like it was a "life or death situation" if she did not continue care with him.

E. Illustrative Examples of Defendants' Unlawful Conduct.

29. The following are illustrative, but non-exclusive, examples of defendants' unlawful practices:

30. L.W., who lives in Burnsville, Minnesota, works two jobs: as a waitress and sales clerk. Couillard had L.W. fill out a CareCredit application, supposedly to see if she qualified for credit. L.W. told defendants that she rented her residence and that her annual household income

was \$12,000 to \$14,000, but defendants falsely represented to GE Money Bank that L.W. owned her residence and had an annual household income of \$120,000. L.W. later received a CareCredit card in the mail, along with a statement indicating that the clinic charged \$3,100 to a CareCredit account opened in her name. L.W. was surprised, since she did not believe she had opened, and did not intend to open, a CareCredit account, nor had she authorized any charges to this account.

31. **E.D.** is a 28-year-old St. Paul, Minnesota resident. Couillard recommended that E.D. and her husband, D.D., complete a CareCredit application to determine if they qualified for credit. E.D. and D.D. were not aware they were signing up for a credit card account, nor did they intend to do so. E.D. and D.D. have an annual household income of approximately \$100,000, but defendants represented to CareCredit that their annual household income was \$840,000. E.D. and D.D. later received a statement in the mail indicating the clinic charged \$2,100 to a CareCredit card opened in their names. Defendants never told E.D. or D.D. that they would immediately charge CareCredit for the entire cost of future treatments, nor did E.D. and D.D. authorize these charges. Defendants would not give the couple a refund. Defendants never told E.D. or D.D. that, under the CareCredit credit card, they would retroactively incur all of the interest from the first day if they did not pay the debt within 12 months. E.D. and D.D. eventually paid off the \$2,100 charge with a credit consolidation loan so they would not incur the 22% interest rate on the CareCredit card.

32. **D.E.** is a retired farmer who resides in Hampton, Minnesota. D.E. first met Couillard at the county fair, where he had a booth promoting chiropractic evaluations. Couillard told D.E. he does not accept Medicare. Couillard had D.E.'s wife fill out a CareCredit application, supposedly to determine if they qualified for the CareCredit "process." D.E.

understood that if CareCredit approved them, charges would be applied to the CareCredit account at each visit. Defendants did not disclose to D.E. or his wife that they would immediately charge the CareCredit account for the full lump-sum balance of the future recommended care plan. D.E. was surprised to receive a CareCredit card in the mail, with a statement indicating that defendants charged \$4,540 to the account. Neither D.E. nor his wife authorized these charges to be placed on the account. D.E. and his wife now receive chiropractic services with another provider, who bills the charges to Medicare.

33. **L.E.**, who resides in Edina, works for a local bottling company. Defendants encouraged L.E. and her husband to use the CareCredit “system of coverage” to pay for their chiropractic services. Couillard had L.E. fill out a CareCredit application, supposedly to see if they qualified for credit. L.E. never intended to open a credit card account, nor did defendants tell her she would be doing so by completing the application. At the time she filled out the worksheet, L.E.’s annual household income was around \$97,000, but defendants misrepresented to CareCredit that L.E.’s annual household income was \$194,400. L.E. was surprised to receive a CareCredit credit card in the mail along with a statement indicating that the defendant clinic had charged \$3,700 to the account. Neither L.E. nor her husband authorized these charges.

34. **R.K. and his wife A.K.** are retired school teachers. Couillard advised them to use the CareCredit “system” for payment. Couillard had R.K. fill out a CareCredit application, supposedly to see if they would qualify for credit. R.K. advised the clinic that he and his wife had an annual income of no more than \$60,000 because they are retired, but defendants represented to CareCredit that R.K.’s annual household income was \$192,000. R.K. and A.K. later received a CareCredit credit card in the mail, along with a statement indicating that the clinic had charged \$2,900 to the account. R.K. and A.K. were surprised, because they were

unaware they opened a CareCredit account and did not authorize defendants to make these charges. Rather, R.K. and A.K. thought they would only incur charges upon each visit. R.K. and A.K. now receive chiropractic treatment from a provider in Northfield, who bills their insurance carrier.

35. **S.O.** is 35 years old. Shortly after she met Couillard at the Burnsville Mall, she told him that she expected to be laid off by her employer, Best Buy. Couillard had S.O. complete a CareCredit application. S.O.'s annual income was approximately \$66,000, but defendants represented to CareCredit that S.O.'s annual household income was \$120,000. Defendants did not tell S.O. that they would immediately place the entire balance for a recommended future treatment plan on the CareCredit account, so S.O. was surprised to receive a CareCredit credit card and a statement indicating that \$2,500 was charged by the clinic to the account. Because Defendants were unwilling to refund the charges upon S.O.'s request, she obtained a consolidation loan to pay off CareCredit after learning that the account would soon begin to accrue interest charges due to expiration of the promotional period.

36. **S.R.** is a 57-year-old resident of Hastings, Minnesota who is employed by a packaging company. When defendants asked S.R. and his wife, R.R., to complete a CareCredit application, R.R. asked if they were signing up for a credit account or being charged any amount. Defendant Couillard said they were not and that he was just checking to see if they qualified for credit. Although S.R. and R.R. had an annual household income of approximately \$60,000, defendants represented their annual income to CareCredit as \$91,200. Defendants never told S.R. or R.R. that he would immediately place the entire balance for future treatments on the CareCredit account. Approximately one week after S.R. advised the clinic he would not be seeking further treatment, S.R. received a CareCredit card in the mail with a statement indicating

that \$4,700 had been charged to the account. There was a minimum payment due of \$141. S.R. eventually convinced CareCredit to cancel the credit card but ended up paying a late fee to stop any further damage to his credit history.

37. T.S., a day care provider, lives in Mankato, Minnesota. Her husband is a retail store manager. T.S. met Couillard at the mall and later had a followup exam at his clinic. As she was leaving that appointment, Couillard told her she needed to sign a form. She signed the form, but did not read it because she was in a hurry due to bad weather. T.S. later received a statement in the mail from CareCredit with a \$5,040 charge from defendant clinic. T.S. was not aware she was opening a CareCredit card and did not authorize these charges to be posted by the clinic.

38. D.D. is a 52-year-old Richfield, Minnesota resident who was employed as an auto mechanic. Couillard had D.D. complete a CareCredit worksheet, telling him he was not signing up for anything. D.D.'s annual household income at the time he filled out the CareCredit application was \$50,000, but defendants represented his annual household income to CareCredit as \$120,000. D.D. was surprised to receive a statement from CareCredit indicating that the clinic had charged \$3,100 to a CareCredit card opened in his name. Defendants did not tell D.D. they would immediately charge \$3,100 to the CareCredit card, nor did D.D. authorize them to do so.

39. A.J. is 23 years old and lives in Farmington, Minnesota with her husband, M.J. A.J. is a bank teller, and M.J. is an auto body technician. Couillard had A.J. and M.J. fill out a CareCredit application on which they reported their monthly household income as \$4,600, or \$55,200 annually. Defendants represented to CareCredit that A.J. and M.J.'s annual household income was \$110,400. A.J. and M.J. received care from defendants until they fell on financial hardship. Following hospital treatment, A.J. and M.J. had hospital bills that they could not afford to pay. At this point, A.J. called Couillard and told him they had to stop treatment

because they could not afford it. Couillard charged their CareCredit card \$4,300 up front. After they stopped treatment, Couillard credited their account \$1,670 but would not refund the rest. Because A.J. and M.J. did not pay off the remaining charges within the interest-free promotional period, CareCredit added a \$700 finance charge to the account. A.J. and M.J. then filed a complaint with the Minnesota Attorney General's Office, which was able to convince CareCredit to reverse most of the finance charge.

40. **B.M.**, a stay-at-home mom, lives in Prior Lake with her two children. Defendants had B.M. fill out a CareCredit application, supposedly to see if she and her husband qualified for credit. Defendants did not provide B.M. with any printed or verbal information about the terms of the credit arrangements or interest rates. At the time she filled out the CareCredit application, B.M. was not employed, and her husband made between \$100,000 and \$120,000 annually, but the clinic advised CareCredit that the family earned \$240,000 per year. B.M. did not know she was opening a CareCredit account and was surprised when she received a CareCredit card in the mail, along with a statement indicating that about \$5,000 had been charged by the defendant clinic to the account. B.M. was upset because she and her husband did not plan to return to defendants for additional chiropractic care.

COUNT I

PREVENTION OF CONSUMER FRAUD ACT

41. Plaintiffs re-allege all prior paragraphs of this Complaint.

42. Minnesota Statute section 325F.69, subdivision 1 (2008) provides:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

43. Couillard's and Express Health's conduct described above constitutes multiple, separate violations of Minnesota Statute section 325F.69, subdivision 1. Defendants have engaged in deceptive and fraudulent practices, and have made false and misleading statements with the intent that others rely thereon in connection with the sale of defendants' services. By failing to disclose and omitting material facts, defendants have further engaged in deceptive and fraudulent practices in violation of the Consumer Fraud Act.

COUNT II

UNIFORM DECEPTIVE TRADE PRACTICES ACT

44. Plaintiffs re-allege all prior paragraphs of this Complaint.

45. Minnesota Statutes section 325D.44, subdivision 1 (2008) provides, in part:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

(5) represents that goods or services have ... characteristic ... benefits ... that they do not have ...

(7) represents that goods or services are of a particular standard, quality, or grade...if they are of another;...

(9) advertises goods or services with intent not to sell them as advertised...

(11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

(13) engages in any other conduct which similarly creates likelihood of confusion or of misunderstanding.

46. Couillard's and Express Health's conduct described above constitutes multiple, separate violations of Minnesota Statutes section 325D.44, subdivision 1, including but not limited to the conduct identified above. Defendants have engaged in deceptive and fraudulent practices, and have made false and misleading statements with the intent that others rely thereon in connection with the sale of services. By failing to disclose and omitting material facts,

defendants have further engaged in deceptive and fraudulent practices in violation of the Consumer Fraud Act.

COUNT III

VIOLATIONS OF CHIROPRACTIC PRACTICE ACT

47. Plaintiffs re-allege all prior paragraphs of this Complaint.

48. Minnesota Statutes section 214.11 (2008) provides, in part:

In addition to any other remedy provided by law, a licensing board may in its own name bring an action in district court for injunctive relief to restrain any unauthorized practice or violation or threatened violation of any statute or rule which the board is empowered to regulate or enforce.

49. Minnesota Statutes section 148.10, subdivision 1(a) (2008) makes it unlawful for a chiropractor to:

(11) [engage in] unprofessional conduct; . . .

(19) exercis[e] influence on the patient or client in such a manner as to exploit the patient or client for financial gain of the licensee or of a third party which shall include, but not be limited to, the promotion or sale of services, good, or appliances; . . .

50. Minnesota Statutes section 148.10, subdivision 1(e) provides, in part that:

Unprofessional conduct shall include, but not be limited to, the following acts of a chiropractor:

(4) charging a patient an unconscionable fee or charging for services not rendered; . . .

(5) directly or indirectly engaging in threatening, dishonest, or misleading fee collection techniques; . . .

(6) perpetrating fraud upon patients, third-party payors, or others, relating to the practice of chiropractic . . .

51. Couillard's and Express Health's conduct described above constitutes multiple, separate violations of Minnesota Statutes section 148.10, subdivision 1.

RELIEF

WHEREFORE, the State of Minnesota, by its Attorney General, Lori Swanson, and the Minnesota Board of Chiropractic Examiners respectfully ask this Court to award judgment against defendants as follows:

1. Declaring that defendants' acts described in this Complaint constitute multiple, separate violations of Minnesota Statutes sections 325F.69, subdivision 1, 325D.44, subdivision 1, and 214.11;

2. Enjoining defendants and their employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from engaging in the unlawful practices described in this Complaint, and from enrolling patients in credit card accounts, providing false information to creditors, charging patients' accounts without their authorization, deceptively selling health development plans, or otherwise engaging in conduct described herein that violates Minnesota Statutes sections 325F.69, subdivision 1, 325D.44, subdivision 1, 214.11, and 148.10, subdivision 1;

3. Awarding judgment against defendants for civil penalties pursuant to Minnesota Statutes sections 8.31, subdivision 3, for each separate violation of Minnesota Statutes sections 325F.69, subdivision 1, and 325D.44;

4. Awarding judgment against defendants for restitution under the *parens patriae* doctrine, the general equitable powers of this Court, Minnesota Statutes section 8.31 and any other authority, for all persons injured by defendants' unlawful acts described in this Complaint;

5. Awarding Plaintiffs their costs, including costs of investigation and attorneys fees, as authorized by Minnesota Statutes section 8.31, subdivision 3a; and

6. Granting such further relief as provided by law and/or as the Court deems appropriate and just.

Dated: 8/12/09

Respectfully submitted,

LORI SWANSON
Attorney General
State of Minnesota



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ATTORNEYS FOR PLAINTIFFS

**MINN. STAT. § 549.211
ACKNOWLEDGMENT**

The party on whose behalf the attached pleading is served acknowledges through its undersigned counsel that sanctions, including reasonable attorneys fees and other expenses, may be awarded to the opposite party pursuant to Minn. Stat. § 549.211 (2008).

Dated: 8/12/09

Respectfully submitted,

LORI SWANSON
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State of Minnesota



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