

PUBLIC

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES**



In the Matter of

**BENCO DENTAL SUPPLY CO.,
a corporation,**

**HENRY SCHEIN, INC.,
a corporation, and**

**PATTERSON COMPANIES, INC.,
a corporation**

Docket No. 9379

**NON-PARTY MICHIGAN DENTAL ASSOCIATION'S
MOTION FOR *IN CAMERA* TREATMENT**

To the Honorable Michael Chappell
Administrative Law Judge

Pursuant to Rule 3.45 of the Federal Trade Commission's Rules of Practice, 16 C.F.R. § 3.45(b), non-party Michigan Dental Association ("MDA") respectfully moves this court for *in camera* treatment of excerpts of a deposition transcript of the President of MDA, along with corresponding exhibits (the "Confidential Documents") (*Exhibit 1-Filed in Camera*). MDA produced its president, Craig Start, for a deposition in response to a third-party subpoena in connection with a civil matter involving the respondents in the instant case. The Federal Trade Commission ("FTC") has now notified MDA that it intends to introduce the entire deposition transcript of Craig Start, along with all of the exhibits entered into evidence at his deposition, including the Confidential Documents, into evidence at the administrative trial in this matter. See Federal Trade Commission letter dated September 17, 2018 (*Exhibit 2*).

The Confidential Documents, which contain testimony about highly sensitive business information, warrant protection from public disclosure and the competitive injury that would result from it. For the reasons discussed in this Motion, MDA requests that this Court afford *in camera*

treatment of the Confidential Documents. In support of this Motion, MDA submits the Declaration of Craig Start ("Start Declaration") (*Exhibit 3- Filed in Camera*), which provides additional details on the documents for which MDA is seeking in camera treatment. Counsel for the Federal Trade Commission and Benco Dental Supply Co. indicated that they would not object to MDA's motion. Concurrence was sought but could not be obtained from Henry Schein, Inc. and Patterson Companies, Inc.

KERR, RUSSELL AND WEBER, PLC

By: /s/ Katherine F. Cser

Daniel Schulte (P46929)

Katherine F. Cser (P79815)

Attorneys for non-party Michigan Dental
Association

500 Woodward Avenue, Suite 2500

Detroit, MI 48226

PH: (313) 961-0200

FAX: (313) 961-0388

dschulte@kerr-russell.com

kcser@kerr-russell.com

Dated: October 3, 2018

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES**

In the Matter of

**BENCO DENTAL SUPPLY CO.,
a corporation,**

**HENRY SCHEIN, INC.,
a corporation, and**

**PATTERSON COMPANIES, INC.,
a corporation**

Docket No. 9379

**MEMORANDUM OF LAW IN SUPPORT OF NON-PARTY MICHIGAN DENTAL
ASSOCIATION'S MOTION FOR *IN CAMERA* TREATMENT**

In support of the Michigan Dental Association's ("MDA") Motion for *in camera* treatment, MDA recites the following facts and offers the legal authorities discussed below.

I. The Business of Michigan Dental Association

As explained on its website, the "Michigan Dental Association, abbreviated MDA, is Michigan's primary source for oral healthcare and home to more than 5,500 Michigan dentists." MDA offers its member dentists discounted gloves and supplies, in addition to human resources consulting services, continuing education programs and insurance. See Declaration of Craig Start ("Start Declaration"), at ¶ 2, attached as Exhibit B. Additionally, the for-profit subsidiary of the MDA sells its gloves and supplies to out-of-state medical and dental associations. See Start Declaration, at ¶ 3.

II. Documents for Which Protection is Sought

MDA seeks *in camera* treatment for certain excerpts of Exhibit Number CX9069 ("Deposition of Craig Start (Class Litig.) and the accompanying exhibits"). The below pages of documents are those for which MDA seeks *in camera* treatment:

| Craig Start Deposition Page/Line Numbers | FTC Exhibit Pages | Deposition Exhibit | FTC Exhibit Pages |
|--|--------------------------|--------------------|-------------------------|
| 103:20 - 110:1 | CX9069-027 - CX9069-029 | Exhibit 952 | CX9069-101 |
| 149:14 - 154:22 | CX 9069-038 - CX9069-040 | Exhibit 957 | CX9069-110 - CX9069-114 |
| 161:19 - 167:11 | CX 9069-041 - CX9069-043 | Exhibit 960 | CX9069-118 - CX9069-126 |
| | | Exhibit 961 | CX9069-127 |
| 177: 1 - 184:21 | CX 9069-045 - CX9069-047 | Exhibit 963 | CX9069-129 - CX9069-193 |

III. The Nature of the Information for Which *In Camera* Status is Requested.

MDA submits this motion to request that designated pages of the Deposition of Craig Start (“Start Deposition”) and corresponding exhibits be afforded *in camera* status. These confidential documents contain competitively sensitive and proprietary information relating to pricing, cost, sales, and other proprietary information that is integral to MDA’s ability to compete in the market as a dental organization and as a source of dental supplies. MDA will incur serious competitive and financial harm if this information is placed in the public record and accessed by MDA’s competitors, suppliers, payers, and others.

This proceeding involves competitors of MDA and it appears that at least two potential customers of MDA have appeared. This fact increases the likelihood that MDA’s other competitors and customers will be aware of the upcoming trial and the admission of information into the public record, making their access to MDA’s confidential and proprietary information a genuine and realistic concern.

IV. Public Disclosure of the Confidential Documents Will Cause Serious Injury to MDA.

In camera treatment of material is appropriate when “public disclosure will likely result in a clearly defined, serious injury to the person, partnership, or corporation requesting” such

treatment. 16 C.F.R § 3.45(b). A proponent seeking *in camera* treatment demonstrates serious competitive injury by showing that the documents are secret, and that they are material to the business. *In re General Foods Corp.*, 95 F.T.C. 352, 355 (1980); *In re Dura Lube Corp.*, 1999 F.T.C. Lexis 255, *5 (1999). The factors to be weighed when considering secrecy and materiality include: (1) the extent to which the information is known outside of the business; (2) the extent to which it is known by employees and others involved in the business; (3) the extent of measures taken to guard the secrecy of information; (4) the value of the information to the business and its competitors; (5) the amount of effort or money expended in developing the information; and (6) the ease or difficulty with which the information could be acquired or duplicated by others. *In re BristolMeyers Co.*, 90 F.T.C. 455, 456-457 (1977). Courts will generally seek “to protect confidential business information from unnecessary airing.” *H.P. Hood & Sons, Inc.*, 58 F.T.C. 1184, 1188 (1961).

The public interest in open proceedings does not override MDA’s right to maintain the confidentiality of its proprietary business information. The authority to grant *in camera* status under Rule 3.45 recognizes that the public interest is not absolute. In *H.P. Hood*, the Commission explained:

But, as we have indicated, the Commission should protect the confidential records of persons or corporations involved in proceedings before it insofar as such protection is practicable. Is this duty in conflict with our duty to hold public hearings? We think not. The answer lies somewhere between the Scylla of indiscriminate ‘*in camera*’ rulings and the Charybdis of complete and unnecessary disclosure.

H.P. Hood, 58 F.T.C. at 1187. In *General Foods*, the Commission explained “if disclosure of confidential business information is likely to cause serious competitive injury, the principal

countervailing consideration weighing in favor of disclosure should be the importance of the information in explaining the rationale of our decisions.” 95 F.T.C. at 355.

Here, the documents designated for *in camera* status are both secret and material to MDA's business as set forth in detail in the Start Declaration. The materials at issue contain information of competitive significance to MDA, such as pricing and contract terms and MDA's business strategies. Start Declaration, at ¶¶ 9 - 12. Such information and strategies are proprietary to MDA and are not publicly known outside of MDA. *Id.* The release of such information would be of great value to MDA's competitors and suppliers, and highly detrimental to MDA's business advantage. *Id.* If this information were to become public record and if the confidential, proprietary and trade secret information was revealed, MDA would be significantly harmed in its ability to compete. Because of the highly confidential and proprietary nature of the information and its materiality to MDA's business, *in camera* treatment is appropriate.

MDA has previously taken measures to keep its confidential, proprietary and trade secret information confidential. When MDA produced Craig Start and documents in response to a subpoena, it took steps to maintain confidentiality by designating documents it produced as “Confidential/Attorneys Eyes Only” pursuant to the Protective Order entered in that case. Start Declaration, at ¶ 14. Further, Mr. Start is subject to a confidentiality agreement with MDA.

Further, disclosure of the Confidential Documents will result in the loss of a business advantage to MDA. See *In re Dura Lube Corp.*, 1999 FTC Lexis 255 at *7 (Dec. 23 1999) (“The likely loss of business advantages is a good example of a 'clearly defined, serious injury.'”). The Confidential Documents contain information about MDA's strategies to increase its membership and information concerning the revenue generated from certain offerings. Start Declaration, at ¶

11. Making such documents public would result in a loss of business advantage that MDA has attained as a result of its time and effort analyzing sales data. *Id.*

V. This Court Has Afforded *In Camera* Status to Similar Information.

This Court has granted requests to provide *in camera* status to similar categories of documents. For example, *In the Matter of Tronox Limited*, 2018 WL 2336016, at *1 (Docket No. 9377, May 15, 2018), *in camera* treatment was granted to the following information:

- Non-party’s “competitively sensitive information revealing estimated manufacturing capacity, volume and values of [product] purchases, and business operations and strategies for the purchase of [product].” *Id.* at *4.
- Non-party’s ordinary business records “relating to [the party’s] use and purchase of certain grades of [a product] and relationships with suppliers” as well as those with “information relating to purchases and dealings with suppliers, and internal assessments of the market.” *Id.* at 4.
- Non-party’s “information regarding [the proponent’s] relationship with suppliers, price information, and business operations and strategies for the purchase of [a product].” *Id.* at 5.
- Non-party’s “competitively sensitive information revealing its business plans, views on the efficacy of substitutes for products, analyses of prices, capacity, supply and demand, along with market forecasts.” *Id.* at 5.
- Non-party’s “competitively sensitive information revealing volumes and forms of titanium dioxide [the non-party] acquires, the suppliers from whom [the non-party] acquires it, and the prices at which [the non-party] does so.” *Id.* at 5-6.
- Non-party’s “information relating to volumes of [] product that have and will originate from each production facility, the transportation network used to move product from facilities to customers, marketing practices, strategies, and customer acquisition methods.” *Id.* at 6.
- Non-party’s “competitively sensitive purchasing data reflecting identity of suppliers, quantities purchased, and the amounts paid by [the party] to the suppliers.” *Id.* at 6.
- Non-party’s “internal calculations of sales information by product quoted in dollars and pounds and discloses the identity of [the party’s] suppliers.” *Id.* at 7.
- Non-party’s “confidential pricing and quantity data.” *Id.* at 7.

- Non-party's "proposals for major capital expenditures, competitive analyses of participants in the [product] market, and internal risk assessments of the proposed [] combination [at issue]." *Id.* at 7.
- Non-party's "information identifying customers with whom [the non-party] has arrangements for the sale of [product], as well as information about [the non-party's] sales, costs, supply, and outlook on the marketplace." *Id.* at 8.
- Other non-party information including purchasing trends, inventory, price change requests, sales data by customer, purchasing data, pricing, relations with product volumes, net spend, and suppliers, motioned for *in camera* treatment. *Id.* at 8-12.

Similarly, in *Matter of McWane, Inc.*, 2012 WL 3862131 (Docket No. 9351, Aug. 17, 2012), this Court granted *in camera* status to the following non-party documents:

- Non-party's "documents showing sales data including types of customers, total sales figures, and total tonnage sold; emails and attachments regarding business strategies, pricing negotiations, purchase data; and voluminous spreadsheets containing information relating to [the non-party's] fittings sales." Other documents included customer data, pricing and cost information, business strategies, and negotiating strategies. *Id.* at 3.
- Non-party's "detailed customer sales data and emails regarding business plan strategies." *Id.* at 3-4.
- Non-party's "information on pricing and negotiation strategies." *Id.* at 4.
- Non-party's "information regarding [the non-party's] purchases and sales, including names and locations of [the non-party's] customers and the nature and specifics of payments made by [the non-party's] customers to [the non-party]." *Id.* at 5.
- Non-party's "information regarding gross sales, percentage of mark-up or profit, inventory levels, volume of sales of particular inventory items, and other financial and sales information that would be of benefit to competitors of [the non-party]." *Id.* at 5-6.
- Non-party's "information regarding gross sales, pricing practices, and sales to specific customers." *Id.* at 6.
- Other non-party information, including sensitive financial information, vendor identities, and purchase and sales data. *Id.* at 7-10.

VI. MDA is a Non-Party.

MDA's status as a non-party is relevant to the treatment of its confidential documents. The FTC has held that "There can be no question that the confidential records of businesses involved in Commission proceedings should be protected insofar as possible." *H.P. Hood & Sons*, 58 F.T.C. at 1186. Further, this Court has recognized that "a request for *in camera* treatment by a non-party warrants 'special solicitude.'" *In re Pom Wonderful, Inc.*, 2011 WL 2160777 (Docket No. 9344, May 9, 2011), at *1. See also, *In re Kaiser Aluminum & Chem. Copr.*, 103 FTC 500, 500 (1984), where the Commission noted that "as third parties, the requests of these companies deserve special solicitude" and "[a]s a policy matter, extensions of confidential or *in camera* treatment in appropriate cases involving third party bystanders encourages cooperation with future adjudicative discovery requests."

VII. Duration of Protection Afforded.

Given the highly sensitive nature of the information contained in the documents designated for *in camera* status, permanent *in camera* status should be afforded for Pages 103:20-110:1 of the Start Deposition and its corresponding exhibit (952) and protection of at least five years should be afforded to the remaining pages and exhibits.

However, if other non-parties are afforded a lengthier period of protection, a duration commensurate with the greater protection afforded to other non-parties is appropriate.

CONCLUSION

For the reasons set forth above and in the accompanying Start Declaration, MDA respectfully requests that this Court grant *in camera* treatment for the designated Confidential Documents for a period of five years or longer.

Respectfully Submitted,

KERR, RUSSELL AND WEBER, PLC

By: /s/ Daniel Schulte

Daniel Schulte (P46929)

Katherine F. Cser (P79815)

Attorneys for non-party Michigan Dental
Association

500 Woodward Avenue, Suite 2500

Detroit, MI 48226

PH: (313) 961-0200

FAX: (313) 961-0388

dschulte@kerr-russell.com

kcser@kerr-russell.com

Dated: October 3, 2018

STATEMENT REGARDING MEET AND CONFER

The undersigned certifies that counsel for non-party Michigan Dental Association ("MDA") notified counsel for the parties via electronic mail on October 3, 2018 that it would be seeking *in camera* treatment of the Confidential Materials. Counsel for the Federal Trade Commission and Benco Dental Supply Co. Indicated that they would not object to MDA's motion. Concurrence was sought but could not be obtained from Henry Schein, Inc. and Patterson Companies, Inc.

KERR, RUSSELL AND WEBER, PLC

By: /s/ Katherine F. Cser
Daniel Schulte (P46929)
Katherine F. Cser (P79815)
Attorneys for non-party Michigan Dental
Association
500 Woodward Avenue, Suite 2500
Detroit, MI 48226
PH: (313) 961-0200
FAX: (313) 961-0388
dschulte@kerr-russell.com
kcsere@kerr-russell.com

Dated: October 3, 2018

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

| | | |
|------------------------------|---|-------------------|
| SOURCEONE DENTAL, INC. |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | Civil Action No. |
| |) | 2:15-cv-05440-BMC |
| PATTERSON COMPANIES, INC., |) | |
| HENRY SCHEIN, INC., and |) | |
| BENCO DENTAL SUPPLY COMPANY, |) | |
| |) | |
| Defendants. |) | |
| <hr/> | | |
| PETER BENCE, DMD P.A., on |) | Civil Action No. |
| behalf of itself and all |) | 1:16-cv-00631 |
| others similarly situated, |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | |
| |) | |
| PATTERSON COMPANIES, INC., |) | |
| HENRY SCHEIN, INC., and |) | |
| BENCO DENTAL SUPPLY COMPANY, |) | |
| |) | |
| Defendants. |) | |
| <hr/> | | |

VIDEOTAPED DEPOSITION OF CRAIG START
THURSDAY, JANUARY 19, 2017
8:57 A.M.
DETROIT, MICHIGAN

Magna Legal Services
(866) 624-6221
www.MagnaLS.com

Reported by:
Quentina R. Snowden,
CSR-5519



1 VIDEOTAPED DEPOSITION of CRAIG START,
2 was taken on January 19, 2017, at the offices of
3 Kerr Russell, 500 Woodward Avenue, Suite 2500,
4 Detroit, Michigan, commencing at the hour of
5 10:30 a.m., before Quentina R. Snowden, a
6 Certified Shorthand Reporter, in and for the
7 State of Michigan.

8
9 A P P E A R A N C E S:

10
11 For the Plaintiff SourceOne Dental, Inc.:
12 Boies, Schiller & Flexner, LLP
13 MR. MICHAEL S. MITCHELL
14 5301 Wisconsin Avenue NW
15 Washington, D.C. 20015
16 202.237.2727
17 Mmitchell@bsflp.com
18
19
20
21
22
23
24
25

1 A P P E A R A N C E S:

2
3 For Benco Dental Supply Company:
4 Buchanan Ingersoll Rooney, P.C.
5 MS. CARRIE AMEZCUA
6 Two Liberty Place
7 50 S. 16th Street
8 Suite 3200
9 Philadelphia, Pennsylvania 19102
10 215.665.3608
11 Carrie.amezcua@bipc.com
12

13 For Henry Schein, Inc.:
14 Locke Lord, LLP
15 MR. JOHN P. McDONALD
16 2200 Ross Avenue
17 Suite 2800
18 Dallas, Texas 75201
19 214.740.8758
20 Jpmcdonald@lockelord.com
21
22
23
24
25

1 A P P E A R A N C E S:

2
3 For the Class Plaintiffs:
4 Radice Law Firm, P.C.
5 MR. JOHN D. RADICE
6 MR. DANIEL RUBENSTEIN
7 34 Sunset Boulevard
8 Long Beach, New Jersey 08008
9 347.733.4582
10 Jradice@radicelawfirm.com
11 Drubenstein@radicelawfirm.com
12
13 For Patterson Companies, Inc.:
14 Briggs and Morgan
15 MR. SCOTT FLAHERTY
16 2200 IDS Center
17 80 South 8th Street
18 Minneapolis, Minnesota 55402
19 612.977.8582
20 Sflaherty@briggs.com
21
22
23
24
25

1 A P P E A R A N C E S:

2
3 For the Witness:
4 Kerr Russell
5 MR. DANIEL J. SCHULTE
6 MS. KATHERINE F. CSER
7 500 Woodward Avenue
8 Suite 2500
9 Detroit, Michigan 48226
10 313.961.0200
11 Dschulte@kerr-russell.com
12 Kcsere@kerr-russell.com
13

14 Also Present: Renato Velarde, Video Technician
15 Tamara Ireland, Assistant to the
16 Court Reporter
17
18
19
20
21
22
23
24
25

| | | |
|----|---------------------------------------|------|
| 1 | I N D E X | |
| 2 | WITNESS | PAGE |
| 3 | CRAIG START | |
| 4 | Examination by Mr. Mitchell | 11 |
| 5 | Examination by Mr. Rubenstein | 187 |
| 6 | Examination by Mr. McDonald | 199 |
| 7 | | |
| 8 | I N D E X T O E X H I B I T S | |
| 9 | DESCRIPTION | PAGE |
| 10 | Exhibit 99 Order governing | XXX |
| 11 | confidentiality of | |
| 12 | information | |
| 13 | (Previously marked.) | |
| 14 | Exhibit 942 Document Bates stamped | 37 |
| 15 | MDA 000001 | |
| 16 | Exhibit 943 Document Bates stamped | 41 |
| 17 | MDA 2 | |
| 18 | Exhibit 944 Printout from Association | 52 |
| 19 | Gloves's website December | |
| 20 | 2016 | |
| 21 | Exhibit 945 Printout of an archived | 56 |
| 22 | version of the Association | |
| 23 | Gloves's website from | |
| 24 | September 2009 | |
| 25 | | |

| | | |
|----|---|------|
| 1 | I N D E X T O E X H I B I T S | |
| 2 | DESCRIPTION | PAGE |
| 3 | Exhibit 946 Printout of an archived | 60 |
| 4 | Version of Association | |
| 5 | Gloves's website January | |
| 6 | 2011 | |
| 7 | Exhibit 947 Printout of a press release | 67 |
| 8 | printed from the Association | |
| 9 | Gloves's website dated | |
| 10 | January 2, 2012 | |
| 11 | Exhibit 948 Printout of an archived | 70 |
| 12 | version of the Association | |
| 13 | Gloves's website dated May | |
| 14 | 2012 | |
| 15 | Exhibit 949 Printout of an archived | 78 |
| 16 | version of the Association | |
| 17 | Gloves's website dated | |
| 18 | December 2013 | |
| 19 | Exhibit 950 Printout of an archived | 84 |
| 20 | version of Association | |
| 21 | Gloves's website dated | |
| 22 | December 2015 | |
| 23 | | |
| 24 | | |
| 25 | | |

| | | |
|----|--|------|
| 1 | I N D E X T O E X H I B I T S | |
| 2 | DESCRIPTION | PAGE |
| 3 | Exhibit 951 Printout of an archived | 86 |
| 4 | version of Association | |
| 5 | Gloves's website dated | |
| 6 | March 2016 | |
| 7 | Exhibit 952 Document Bates stamped | 103 |
| 8 | MDA 9 | |
| 9 | Exhibit 953 Newsletter from MDA | 110 |
| 10 | Insurance and MDA Services | |
| 11 | dated June 2007 | |
| 12 | Exhibit 954 Printout from the news press | 116 |
| 13 | section of the Association | |
| 14 | Gloves's website titled | |
| 15 | Association Gloves's | |
| 16 | Timeline | |
| 17 | Exhibit 955 Printout from Association | 121 |
| 18 | Gloves's website dated | |
| 19 | January 2017 | |
| 20 | Exhibit 956 Outline of ADA's annual | 131 |
| 21 | management conference | |
| 22 | Exhibit 957 Document Bates stamped | 149 |
| 23 | LDA 0257 | |
| 24 | | |
| 25 | | |

| | | |
|----|------------------------------------|------|
| 1 | I N D E X T O E X H I B I T S | |
| 2 | DESCRIPTION | PAGE |
| 3 | Exhibit 958 Press release from | 155 |
| 4 | Association Gloves's | |
| 5 | website dated March 28, | |
| 6 | 2012 | |
| 7 | Exhibit 959 Document entitled, MDA | 158 |
| 8 | Services Glove Program | |
| 9 | latex and vinyl order form | |
| 10 | Exhibit 960 Document Bates stamped | 161 |
| 11 | Patterson Dental 36923 | |
| 12 | Exhibit 961 Document Bates stamped | 165 |
| 13 | MDA 10 | |
| 14 | Exhibit 962 Document Bates stamped | 176 |
| 15 | Patterson Dental 37586 | |
| 16 | Exhibit 963 Document Bates stamped | 179 |
| 17 | Patterson Dental 37653 | |
| 18 | Exhibit 964 E-mail | 188 |
| 19 | Exhibit 965 E-mail | 190 |
| 20 | Exhibit 966 Endorsement guidelines | 201 |
| 21 | Exhibit 967 ADA policies | 201 |
| 22 | | |
| 23 | (Exhibits attached.) | |
| 24 | | |
| 25 | | |

VIDEO TECHNICIAN: We are now on the record. This begins videotape number 1 in the deposition of Craig Start in the matter of Dental Supplies Antitrust Litigation SourceOne versus Patterson Dental et al, in the United States District Court for the Eastern District of New York, Civil Action 15-CV-05440-BMC; also, Civil Action Number 16-CV-696-BMC-GRB.

Today is January 19th, 2017 and the time is 9:32 a.m. This deposition is being taken at Kerr Russell and Weber PLC at the request of Boies, Schiller & Flexner LLP. The videographer is Renato Velarde of Magna Legal Services, and the Court Reporter is Quentina Snowden of Magna Legal Services.

Will Counsel and all parties present please state their appearances and whom they represent.

MR. SCHULTE: Dan Schulte representing the Michigan Dental Association and Craig Start.

MS. CSER: Katherine Cser representing the Michigan Dental Association and Craig Start.

MR. MITCHELL: Mike Mitchell with Boies, Schiller & Flexner for Plaintiff, SourceOne Dental.

MR. RUBENSTEIN: Dan Rubenstein with the Radice Law Firm for the Plaintiff Class.

MR. RADICE: John Radice for the Plaintiff

A. I don't recall exactly.

MR. MITCHELL: Okay. I just want to first cover some ground rules for today, if I could. And the first is, if you would please wait for me to finish asking my question before you start answering, that will make the Court Reporter's job a lot easier so we're not talking over one another.

And if you could also -- if you could also just pause a minute before you answer it allows your Counsel to interpose any objection he might want to. And I'll try to do the same for you, I'll wait for you to finish your answer before I ask my next question; is that agreeable?

THE WITNESS: Sure is.

MR. MITCHELL: As I just said, your Counsel may have some objections today. Do you understand that you're required to answer my questions even if your Counsel objects, unless your Counsel instructs you not to?

THE WITNESS: Yes.

MR. MITCHELL: Okay. I would ask that if you do not understand any of my questions, please ask for clarification and I'll assume that if you don't ask for clarification that you do understand my questions; is that agreeable?

Class.

MR. McDONALD: John McDonald with Locke Lord on behalf of Henry Schein.

VIDEO TECHNICIAN: Will the Court Reporter -- sorry.

MR. FLAHERTY: Scott Flaherty for Briggs and Morgan for Defendant, Patterson and Company.

MS. AMEZCUA: Carrie Amezcua, Buchanan Ingersoll and Rooney for Benco Dental Supply.

CRAIG START, called as a witness herein, having been first duly sworn by the shorthand reporter and notary public to speak the truth and nothing but the truth, was examined and testified as follows:

MR. MITCHELL: Good morning, Mr. Start. As I just said, my name is Mike Mitchell and I represent SourceOne in this case.

EXAMINATION

BY MR. MITCHELL:

Q. Mr. Start, would you please state your full name for the record.

A. Craig Allen Start.

Q. Have you ever been deposed before, Mr. Start?

A. Once.

Q. Okay. When was that deposition?

THE WITNESS: Yes.

MR. MITCHELL: If you need to take a break for any reason, just let me know, I'm happy to accommodate that. Just ask that we not take a break while I have a question pending.

THE WITNESS: (Shook head in an affirmative manner.)

BY MR. MITCHELL:

Q. Could you please state your current employer.

A. MDA Insurance and Financial Group.

Q. And what is your title with MDA Insurance and Financial Group?

A. President.

Q. And how long have you been in that position?

A. 22 years.

Q. And what is the relationship between MDA Insurance and Financial Group and the Michigan Dental Association?

A. MDA Insurance and Financial Group is the for-profit subsidiary of the Michigan Dental Association.

Q. And are you familiar with a company called Association Gloves?

A. I am.

Q. And what is Association Gloves?

1 A. Well, Association Gloves is actually not a
2 company. It's a marketing d/b/a underneath the MDA
3 Insurance and Financial Group umbrella.

4 Q. Is Association Gloves a subsidiary of the MDA
5 Insurance and Financial Services?

6 A. No.

7 Q. Is it a subsidiary of the Michigan Dental
8 Association?

9 A. No.

10 Q. Okay. Could you just explain to me, if
11 there -- the relationship between, if there is one,
12 between the Michigan Dental Association, the Michigan
13 Dental Association Insurance and Financial Group, and
14 Association Gloves?

15 A. So, MDA Insurance and Financial Group is the
16 actual legal entity, the name of the subsidiary, and
17 underneath that umbrella, we market many different
18 programs to the members. One of those programs is
19 Association Gloves.

20 Q. Okay. Mr. Start, have you been shown a copy
21 of the confidentiality order in this case?

22 A. I don't believe so.

23 Q. Okay. I'd like to just hand you what's been
24 marked -- previously marked as Deposition Exhibit 99.
25 Do you have that document in front of you, Mr. Start?

1 A. Yes.

2 Q. If you want to review this, feel free to,
3 I'll just represent to you that this is the order
4 governing the confidentiality of information in this
5 case, and information designated under this order as
6 either confidential or attorneys's eyes only cannot
7 be shared with anyone other than those persons to
8 whom that's permitted under the terms of this order.

9 And I just want to inform you that anything
10 you discuss here today will be deemed attorneys's
11 eyes only under the terms of this order for ten days,
12 after which your Counsel may designate any part of
13 the testimony today as attorneys's eyes only, and
14 that information cannot be shared with anybody but
15 the attorneys in this case and not with anyone from
16 SourceOne, or any of the Defendants, if that's so
17 designated.

18 Do you understand that?

19 A. Yes.

20 Q. Okay. And to the extent I show you any
21 information that's been designated as attorneys's
22 eyes only or confidential under the terms of this
23 order today, do you understand that you're obligated
24 to keep it as confidential or attorneys's eyes only,
25 which means not disclose to anyone other than your

1 Counsel or anyone else outside this room?

2 A. Yes.

3 MR. MITCHELL: Okay. And I'll just state for
4 the record, Counsel, that if -- if the Michigan
5 Dental Association does designate after the ten-day
6 period any of the testimony today, as attorneys's
7 eyes only, SourceOne will not be challenging any
8 designation as such by the Michigan Dental
9 Association.

10 MR. SCHULTE: Could I seek some clarification
11 on something? So we have ten days to review the
12 transcript and continue the designation attorneys's
13 eyes only, correct?

14 MR. MITCHELL: Correct.

15 MR. SCHULTE: Okay.

16 MR. MITCHELL: For ten days after you receive
17 it, it's attorneys's eyes only.

18 MR. SCHULTE: But then it will not be unless
19 we tell you within the ten days that we want to
20 continue?

21 MR. MITCHELL: Correct.

22 MR. SCHULTE: All right.

23 BY MR. MITCHELL:

24 Q. Okay. So going back to Association Gloves,
25 that is a program that is operated by the MDA

1 Insurance and Financial Group?

2 A. Yes.

3 Q. Okay. When was Association Gloves started?

4 A. Approximately seven years ago.

5 Q. And who were the individuals at the MDA
6 Insurance and Financial Group that were primarily
7 involved in starting Association Gloves?

8 A. Myself and Darren Zwick.

9 Q. Who is Darren Zwick?

10 A. The former employee of MDA Insurance and
11 Financial Group.

12 Q. So he reported to you?

13 A. Yes.

14 Q. Were there any other individuals involved in
15 starting Association Gloves besides you and Mr.
16 Zwick?

17 A. Well, we have a board of directors that
18 we -- authorizes or approves programs that we offer
19 to the membership.

20 Q. When you say you have a board of directors,
21 do you mean the Michigan -- the MDA Insurance and
22 Financial Group?

23 A. Yes.

24 Q. Is there an acronym that you use in your
25 day-to-day business to refer to the MDA Insurance and

1 Financial Group?
 2 A. IFG.
 3 Q. IFG. Okay. So if I refer to that as -- the
 4 Michigan Insurance and Financial Group as IFG we'll
 5 understand what we're talking about today?
 6 A. Yes.
 7 Q. Okay. Were any individuals -- strike that.
 8 Were any members of the Michigan State
 9 Dental Association involved in starting Association
 10 Gloves?
 11 A. The Board of Directors are member dentists.
 12 Q. Did the Board of Directors of the Michigan
 13 Dental Association have to approve the Association
 14 Gloves in order to create it?
 15 A. I don't remember.
 16 Q. Can you tell me anything about what role the
 17 Board of the Michigan Dental Association had in the
 18 creation of Association Gloves?
 19 A. I don't recall.
 20 Q. Where did the initial funding come for --
 21 come from for the start of Association Gloves?
 22 A. MDA Insurance and Financial Group.
 23 Q. So IFG?
 24 A. IFG. Sorry.
 25 Q. When Association Gloves was founded, did it

1 A. Correct.
 2 Q. When the Association Gloves's program
 3 started, where did -- where did you obtain the
 4 products from to sell through Association Gloves?
 5 A. Again, I don't recall the name, but we
 6 started with one glove company.
 7 MR. McDONALD: Mike, can we stop a second.
 8 They're not getting any real-time on the phone, so
 9 can you --
 10 MR. MITCHELL: Let's go off the record.
 11 VIDEO TECHNICIAN: Time is now 9:44 -- or
 12 10:44 a.m. We're going off the record.
 13 (Off the record at 10:44 a.m.)
 14 VIDEO TECHNICIAN: The time is now 10:46 a.m.
 15 We're going back on the record.
 16 (Back on the record at 10:46 a.m.)
 17 BY MR. MITCHELL:
 18 Q. Mr. Start, sorry for the interruption.
 19 Before the interruption I think you testified that
 20 you recall there being one company from whom
 21 Association Gloves sourced gloves to sell when it
 22 started; is that right?
 23 A. Yes.
 24 Q. And you don't recall the name of that
 25 company?

1 have employees that worked just for -- on the
 2 Association Gloves's program?
 3 A. No.
 4 Q. How many people, at the time Association
 5 Gloves was started, were involved in administering
 6 the Association Gloves's program?
 7 A. Two.
 8 Q. And were those -- and who were those two
 9 people?
 10 A. Could you clarify "Administering."
 11 Q. Sure. I'm just trying to understand who at
 12 IFG at the time Association Gloves was started, who
 13 worked for or on the Association Gloves's program?
 14 A. So, you know, this is seven or eight years
 15 ago, so I -- I don't recall exactly. As I stated
 16 earlier, myself and Darren Zwick. If someone else
 17 touched it, possible.
 18 Q. Was there anybody else at the time who was
 19 devoted solely to the Association Gloves's program,
 20 that's all they did for the IFG?
 21 A. No. And neither did Darren or I solely
 22 dedicate our time to that.
 23 Q. So when Association Gloves was started, you
 24 and Mr. Zwick did work on the Association Gloves's
 25 program, but that's not all you did; is that correct?

1 A. I don't.
 2 Q. Do you recall whether Association Gloves
 3 initially purchased the gloves and took title to
 4 those products when Association Gloves started?
 5 A. Yes.
 6 Q. Do you recall how Association Gloves arrived
 7 at the purchase prices with that company from whom it
 8 sourced those gloves initially?
 9 A. I mean, just in negotiation.
 10 MR. SCHULTE: Make sure if you don't
 11 understand the question, say so. I didn't know if
 12 that's why you were hesitating or not.
 13 THE WITNESS: All right.
 14 BY MR. MITCHELL:
 15 Q. So as best you can recall, there was a
 16 negotiation with this company by which you determined
 17 the prices at which Association Gloves would buy the
 18 gloves from that company?
 19 A. Correct.
 20 Q. Do you recall being able to subsequently
 21 negotiate lower purchase prices as the volume of
 22 gloves that Association Gloves purchased increased?
 23 A. That did not happen with that company.
 24 Q. Did it happen with other companies later?
 25 MR. McDONALD: Object to the form.

1 THE WITNESS: No.

2 BY MR. MITCHELL:

3 Q. So as best you can recall, that during the
4 life of Association Gloves, there has not been a
5 situation in which Association Gloves, the prices for
6 which it paid to buy those gloves from the company
7 that was providing them, decreased as the volume of
8 Association Gloves purchase -- purchases increased?

9 MR. McDONALD: Object to the form.

10 THE WITNESS: To the best of my knowledge,
11 no.

12 BY MR. MITCHELL:

13 Q. At the time Association Gloves started, where
14 did Association Gloves's revenues come from?

15 A. Well, as I mentioned earlier, Association
16 Gloves is not a legal entity. It's a d/b/a, a
17 marketing name. So, our revenue specifically for
18 that d/b/a or marketing name was from selling gloves.

19 Q. Is from what, I'm sorry?

20 A. Selling gloves.

21 Q. Oh, selling gloves. Okay. So -- so when
22 Association Gloves started, the revenue that was
23 generated for Association Gloves came solely from the
24 sale of gloves; is that right?

25 A. Yes.

1 Q. Okay. Do you recall when Association Gloves
2 started, whether there was a contract between
3 Association Gloves and the company from whom it was
4 purchasing gloves?

5 A. I don't recall.

6 Q. Can you recall whether this company that --
7 or strike that.

8 Can you recall whether this company from whom
9 Association Gloves initially purchased gloves, was
10 that a manufacturer of gloves or was it a distributor
11 of gloves?

12 A. Distributor.

13 Q. And do you know whether that company was a
14 distributor of -- of products other than gloves?

15 A. Yeah.

16 MR. SCHULTE: I'm sorry, maybe I'm the only
17 one that wasn't clear, too, but when you said "yeah"
18 or "yes", meaning you can remember; or yes, it did
19 have other --

20 THE WITNESS: I was answering yes, I can
21 remember. That was the question, right?

22 BY MR. MITCHELL:

23 Q. So was the company from whom Association
24 Gloves was initially purchasing gloves, do you know
25 if that company sold products other than gloves?

1 A. Yes.

2 Q. Do you know what other products or -- strike
3 that.

4 Can you recall what other products that
5 distributor sold?

6 A. No.

7 Q. But Association Gloves didn't buy any other
8 products from that company, correct?

9 A. No.

10 Q. Just gloves?

11 A. Yes.

12 Q. Can you recall whether the -- strike that.

13 Can you recall how the purchase prices of the
14 gloves that Association Gloves purchased from this
15 company, whether they were specified in the
16 contracts?

17 A. No. I don't recall.

18 Q. Can you recall whether the prices that
19 Association Gloves paid for these products were based
20 on purchase volumes?

21 A. I would say no.

22 Q. Okay. So as best you can recall, the
23 contract that you --

24 A. Well, I think I testified earlier we didn't
25 have a contract or I didn't recall having a contract.

1 Q. Okay. So you don't recall having a contract
2 with this initial supplier of gloves to Association
3 Gloves?

4 A. No.

5 Q. Is that -- strike that.

6 Do you know whether IFG would still have a
7 copy of that contract? If there is one?

8 A. Like I said, I don't think there is one.

9 Q. Does Association Gloves still do business
10 with the company from whom it initially purchased
11 gloves when the program started?

12 A. No.

13 Q. Do you know or can you recall -- strike that.

14 Can you recall when the contract that
15 Association Gloves had -- may have had with this
16 company, ended?

17 A. Again, I don't believe we had a contract with
18 them.

19 Q. I think you testified earlier that
20 Association Gloves purchased these gloves from this
21 distributor and took title to them; is that correct?

22 A. Yes.

23 Q. Did Association Gloves stock those products
24 in a warehouse?

25 A. No.

1 Q. What -- what did Association Gloves do with
2 the gloves that it purchased from this company when
3 Association Gloves started?

4 A. They were in our building.

5 Q. So you stored them in your building?

6 A. In our building.

7 Q. And by "building" you mean the headquarters
8 of IFG?

9 A. The Michigan Dental Association's building.

10 Q. Okay. Today, does Association Gloves take
11 title of gloves that it purchases from any supplier?

12 A. From any supplier? Yes.

13 Q. Does Association Gloves warehouse or keep in
14 stock any of the gloves that it purchases from any
15 supplier?

16 A. Any of the gloves? Yes.

17 Q. It keeps in stock some of the gloves?

18 A. Correct.

19 Q. And warehouses those gloves?

20 A. Correct.

21 Q. Where does it do that?

22 A. We have a Lansing, Michigan -- it's not our
23 warehouse, we rent space there.

24 Q. So the gloves are no longer kept at the
25 headquarters of the Michigan Dental Association?

1 A. Correct.

2 Q. Can you recall when that change, that is when
3 Association Gloves stopped warehousing gloves at the
4 Michigan Dental Association headquarters, and started
5 warehousing them in some other facility?

6 A. Not specifically.

7 Q. How about generally?

8 A. Generally, it would have been approximately
9 when we -- we moved buildings basically, we changed
10 buildings. Somewhere in that neighborhood.

11 Q. When was that, if you can ballpark it?

12 A. Again, I want to say five or six years ago,
13 probably.

14 Q. At the time that Association Gloves -- strike
15 that.

16 The purpose of the Association Gloves's
17 program was to sell gloves to -- to whom?

18 A. To -- when it started, to MDA members.

19 Q. Okay. At the time when Association Gloves
20 started selling gloves to MDA members, do you know
21 whether Patterson, Henry Schein and Benco were in the
22 business of selling gloves?

23 A. Yes.

24 Q. Why did Association Gloves think that it
25 could succeed in selling gloves in competition with

1 Patterson, Henry Schein and Benco?

2 MR. McDONALD: Object to the form. You
3 can -- you can answer.

4 THE WITNESS: Oh, I'm sorry. Can you say it
5 again?

6 BY MR. MITCHELL:

7 Q. Sure. Why did Association Gloves think that
8 it could compete with Patterson, Henry Schein and
9 Benco in the business of selling gloves?

10 MR. McDONALD: Object to the form.

11 THE WITNESS: We -- we felt that there was
12 some capacity to save our members money from what
13 those entities were charging.

14 BY MR. MITCHELL:

15 Q. Can you recall how Association Gloves's
16 prices for the gloves that it sold compared to the
17 prices of Patterson?

18 A. No.

19 Q. Can you recall whether they were more or less
20 than the prices for which Patterson sold gloves?

21 A. I would call that a generalization that I'm
22 not able to make.

23 Q. Was it Association Gloves's general idea to
24 try to sell gloves at prices lower than the prices
25 for gloves offered by Patterson, Henry Schein and

1 Benco?

2 A. Yes.

3 Q. And was Association Gloves able to do that
4 when it started, as best you can recall?

5 MR. McDONALD: Object to the form.

6 THE WITNESS: I'm sorry, I don't understand
7 when he says something if -- what I'm supposed to do.

8 MR. McDONALD: I need to make objections to
9 preserve the record.

10 MR. SCHULTE: Don't worry.

11 THE WITNESS: Okay.

12 MR. McDONALD: So you can just ignore me.

13 THE WITNESS: Okay. That's what I don't get.
14 All right. All right. All right. Back to the
15 question. I'm sorry, I forgot again.

16 BY MR. MITCHELL:

17 Q. Can you recall whether at the time
18 Association Gloves started selling gloves, whether
19 the prices it offered for those gloves was less than
20 the prices of Patterson and Henry Schein and Benco?

21 MR. McDONALD: Object to the form.

22 THE WITNESS: So -- so again, that's a
23 generalization that I'm not able to make.

24 BY MR. MITCHELL:

25 Q. But that was the goal of the Association

1 Glove Program, wasn't it?

2 A. That's the goal and there was times when we
3 were able to do that.

4 Q. How did Association Gloves determine what
5 prices to charge for the gloves that it sold when it
6 started?

7 A. I was not directly involved in setting the
8 prices. I supervised it.

9 Q. Who was responsible for that at Association
10 Gloves?

11 A. Mr. Zwick.

12 Q. You said you were not directly involved; did
13 you have any indirect involvement?

14 A. I did.

15 Q. And what was that?

16 A. Just that he would bounce it off of me.

17 Q. And what do you recall him bouncing off you,
18 generally, about the prices of the gloves that
19 Association Gloves would sell?

20 A. Well, we recognized that there was going to
21 be expenses involved with selling that we need to
22 recoup and our main goal is not to make money. Our
23 main goal is to save money for our members, and so we
24 were targeting a price that would save money for our
25 members in many cases, or many situations.

1 Q. When you said your goal was not to make
2 money, were -- was Association Gloves a for-profit
3 program?

4 A. So, any program that MDA Insurance and
5 Financial Group markets or sells to MDA members, our
6 first and primary goal is to provide a member
7 benefit, a discount, product enhancement, service
8 enhancement that they can't get on their own.

9 Secondary goal is to make money, not the
10 first goal.

11 Q. And the secondary goal to make money, that
12 money goes to whom, to the Michigan Dental
13 Association?

14 A. Some of it.

15 Q. Okay. Who else does it go to?

16 A. Have to retain some of it for our operating
17 and reserves.

18 Q. Sitting here today, can you -- or strike
19 that.

20 How do the prices of the products that
21 Association Gloves sells today, compare to the prices
22 of those products that are made available by
23 Patterson or Henry Schein or Benco?

24 MR. McDONALD: Object to the form.

25 THE WITNESS: And again, it's a

1 generalization that just can't be made. It's all --

2 BY MR. MITCHELL:

3 Q. Okay. Is it fair to say that generally the
4 goal of Association Gloves is to try to offer those
5 products for prices less than the prices of the same
6 products offered by Patterson, Henry Schein or Benco?

7 A. Yes. That's the goal.

8 Q. When Association Gloves started selling
9 gloves, did it have the endorsement of the Michigan
10 Dental Association?

11 A. So, in Michigan, it's called the MDA Glove
12 Program, not Association Gloves, and the MDA Glove
13 Program had the MDA's endorsement.

14 Q. When Association Gloves was started, was
15 there a difference between Association Gloves and the
16 MDA Glove Program?

17 A. There's no difference. Again, these are
18 marketing d/b/as, so when we're selling gloves in
19 Michigan to MDA members they know who the MDA is, so
20 MDA gloves makes sense to them. Association Gloves
21 sells gloves all over the country -- well, not all
22 over the country, but in many states around the
23 country, so to those states MDA is not something that
24 we wanted to market under.

25 Q. When Association Gloves started, was

1 Association Gloves selling gloves to customers other
2 than members of the Michigan Dental Association?

3 A. So are we specifically talking about
4 Association Gloves now versus MDA's --

5 Q. Yes.

6 A. -- glove program?

7 Q. I want to just focus on when Association
8 Gloves started. Who were the customers to whom it
9 was selling?

10 A. Members of other state dental associations.

11 Q. And at the same time when Association Gloves
12 started, there was -- it was also selling gloves to
13 members of the Michigan Dental Association, but in a
14 program called the MDA Glove Program; do I understand
15 that correctly?

16 A. So I think your chronology is off there. The
17 program started as MDA Glove and we only sold to MDA
18 members. Eventually, it grew to other states under
19 the Association Glove moniker.

20 Q. Okay. Thank you for that clarification. So
21 when the program started it was called the MDA Glove
22 Program? Correct?

23 A. Correct.

24 Q. And at that time, the program only sold
25 gloves to members of the Michigan Dental Association?

Page 34

Page 36

1 A. Yes.
2 Q. And at some later time, the program started
3 selling gloves to members of other state dental
4 associations under the marketing name of Association
5 Gloves, correct?
6 A. Correct.
7 Q. Can you recall for me when that occurred?
8 A. Not specifically.
9 Q. Can you ballpark for me how long after the
10 MDA Glove Program was launched that Association
11 Gloves started selling gloves to members of other
12 state dental associations?
13 A. Ballpark, two years. Ballpark, two years.
14 MR. SCHULTE: Let him finish before you
15 answer.
16 THE WITNESS: I'm sorry.
17 MR. SCHULTE: She can only pick up one person
18 at a time.
19 THE WITNESS: (Shook head in an affirmative
20 manner.)
21 BY MR. MITCHELL:
22 Q. Who are Association Gloves's most significant
23 competitors today?
24 MR. McDONALD: Object to the form.
25 THE WITNESS: I would say they're all around

1 MR. McDONALD: Object to the form.
2 MR. SCHULTE: Do you understand the question?
3 THE WITNESS: I do. Are you -- you're good
4 with it now?
5 MR. SCHULTE: I am.
6 THE WITNESS: Yes, I think SourceOne is the
7 most direct competitor.
8 BY MR. MITCHELL:
9 Q. And why is that?
10 A. Basically they've duplicated our business
11 model.
12 Q. And what do you mean by that?
13 A. An online company mostly, and also SourceOne
14 has gone out and attempted to get state dental
15 association endorsements, which is our business model
16 that we've been employing for six or seven years.
17 Q. How do the product lines offered by
18 Association Gloves and SourceOne differ?
19 MR. McDONALD: Object to the form.
20 THE WITNESS: At this point, SourceOne offers
21 a -- a larger list, if you will, of products.
22 BY MR. MITCHELL:
23 Q. And by "larger list of products", do you mean
24 a broader range of different types of dental products
25 and supplies?

Page 35

Page 37

1 this table, including SourceOne.
2 BY MR. MITCHELL:
3 Q. Okay. So, you would say that Patterson is a
4 significant competitor to Association Gloves?
5 A. Uh-huh.
6 Q. And Henry Schein is a significant competitor
7 to Association Gloves?
8 A. Yes.
9 Q. And the same for Benco?
10 A. Yes.
11 Q. And SourceOne Dental as well?
12 A. Yes.
13 Q. In your view, are some of those entities that
14 we just named, are they more directly in competition
15 with Association Gloves than any of the others?
16 MR. McDONALD: Object to the form.
17 MR. SCHULTE: And I'm going to object. I
18 don't understand the question. Can you rephrase it?
19 MR. MITCHELL: Sure.
20 BY MR. MITCHELL:
21 Q. Do you consider -- strike that.
22 Among Patterson, Henry Schein, Benco and
23 SourceOne, do you consider any one of those entities
24 to be more directly in competition with Association
25 Gloves than the others?

1 A. Yes.
2 MR. MITCHELL: Okay. Could you mark this
3 as 942.
4 (Deposition Exhibit No. 942 was marked for
5 identification.)
6 BY MR. MITCHELL:
7 Q. The Court Reporter has handed you, Mr. Start,
8 a document that's been marked Exhibit 942, and
9 there's a stamp at the bottom of the right-hand
10 corner of the first page, it says MDA 000001.
11 Do you have that document in front of you?
12 A. I do.
13 Q. Do you recognize this document?
14 A. I do.
15 Q. Okay. At the -- this is an e-mail, at the
16 very top, from you to a person named Cindy Hoogasian
17 dated November 13th, 2015, correct?
18 A. Correct.
19 Q. At the time of this e-mail, you were the
20 president of IFG?
21 A. Correct.
22 Q. Okay. And what was Ms. Hoogasian's title at
23 this time?
24 A. She's Director of Member Services.
25 Q. And when you say the "Director of Member

1 Services", for what, for IFG?
 2 A. For IFG.
 3 Q. Directing your attention to the -- to the
 4 e-mail from Ms. Hoogasian at the bottom half of this
 5 e-mail.
 6 A. Uh-huh.
 7 Q. Do you see that?
 8 A. Yep.
 9 Q. Okay. In that e-mail she writes, "Craig,
 10 this new supply website is the business of a
 11 practicing dentist", and then she has a link to a
 12 website for supplyclinic.com.
 13 Do you see that.
 14 A. Yes, I do.
 15 Q. Are you familiar with that company?
 16 A. Only from this one e-mail.
 17 Q. Do you know if that company sells dental
 18 supplies?
 19 A. No.
 20 Q. You don't know if they do?
 21 A. I assumed they did based on what she said.
 22 Q. And when you say "based on what she said",
 23 are you referring to the -- her e-mail where she says
 24 "this new supply website"?
 25 A. Correct.

1 Q. Would -- would you consider this new supply
 2 website to be a competitor of Association Gloves?
 3 A. Well, I think the answer to your question is
 4 in my response up there.
 5 Q. And what -- and what was that? What do you
 6 mean by that?
 7 A. I stated that while they may be a competitor,
 8 SourceOne is a bigger competitor because as I
 9 mentioned earlier, duplicating the business model of
 10 going after state dental association endorsements.
 11 Q. And would SourceOne also be a threat to
 12 Association Gloves because of the wider product --
 13 the wider array of products that it sells?
 14 MR. McDONALD: Object to the form.
 15 THE WITNESS: We're -- we're in the process
 16 of expanding our product line, and were before any of
 17 this happened, so I'm going to say no to that.
 18 BY MR. MITCHELL:
 19 Q. So, when you wrote to Ms. Hoogasian that
 20 SourceOne going through the dental associations is
 21 still going to be the biggest threat, by the biggest
 22 threat you meant the SourceOne business model of --
 23 in trying to partner with state dental associations
 24 as Association Gloves does?
 25 A. Yes.

1 Q. Was there anything else about SourceOne that
 2 caused you to characterize it in this e-mail as the
 3 biggest threat?
 4 A. No.
 5 Q. And by the biggest threat, you meant the
 6 biggest threat to Association Gloves?
 7 A. To our continued growth and expansion of
 8 selling products across the country.
 9 Q. Are you aware of any other company other than
 10 SourceOne, who competes for the endorsement of state
 11 dental associations like SourceOne and Association
 12 Gloves does?
 13 A. In the dental supply business?
 14 Q. Yes.
 15 A. No.
 16 Q. Association Gloves still seeks the
 17 endorsement of state dental associations today for
 18 the purpose of selling applies -- supplies to those
 19 association members, correct?
 20 A. Yes.
 21 Q. Okay. In -- in seeking the endorsement of
 22 state dental associations, has Association Gloves
 23 ever encountered any other company other than
 24 SourceOne?
 25 A. No.

1 MR. MITCHELL: 943.
 2 (Deposition Exhibit No. 943 was marked for
 3 identification.)
 4 BY MR. MITCHELL:
 5 Q. Mr. Start, I've handed you a document that's
 6 been marked 943, Bates stamped on the first page MDA
 7 2.
 8 Do you have that document in front of you?
 9 A. I do.
 10 Q. Take as much time as you need to review the
 11 document and when you're done let me know if you
 12 recognize it, please.
 13 A. (Reviewing.) I'm familiar with this, yep.
 14 Q. This document reflects the minutes of an
 15 April 2016 meeting of the Michigan Dental Association
 16 Insurance and Financial Group Committee on Endorsed
 17 Services, correct?
 18 A. Correct.
 19 Q. Is -- is that the committee that's in charge
 20 of the Michigan Dental Association's endorsement
 21 program?
 22 A. Yes.
 23 Q. Are you a member of that committee?
 24 A. I am not a voting member.
 25 Q. Do you attend the meetings of that committee?

1 A. When I can.
2 Q. Where does the committee get information
3 about Association Gloves?
4 A. From myself and Ms. Hoogasian.
5 Q. Okay. So if either you or Ms. Hoogasian
6 attend that meeting is it typically your role to,
7 among other things, provide information about
8 Association Gloves?
9 A. Yes.
10 Q. I'd like to direct your attention to the page
11 that's marked 4 on the bottom right-hand corner, MDA
12 4.
13 A. Yeah.
14 Q. Do you see that?
15 A. Yep.
16 Q. Do you recall at the time of this document
17 who the companies were that were supplying
18 Association Gloves with the products that it was
19 selling?
20 A. Not a comprehensive list.
21 Q. Looking at the paragraph on this page under
22 "Glove program update", do you see there's a section
23 called "Disposables expansion"?
24 A. Yes.
25 Q. And in the paragraph under number 2,

1 "Products and strategy", do you see that paragraph?
2 A. I do.
3 Q. And there's a sentence in that paragraph that
4 says, "The committee provided feedback on potential
5 new offerings listed on Attachment 6 and ones that
6 our distributor HHS suggested they could easily
7 supply."
8 Do you see that?
9 A. Yes.
10 Q. Was HSS one of the companies that was
11 providing supplies to Association Gloves to sell?
12 A. Yes.
13 Q. And is HSS the complete name of that company?
14 A. I believe it's Healthcare Supply Solutions.
15 Q. And what products does Healthcare Supply
16 Solutions or HSS provide to Association Gloves to
17 sell?
18 A. I couldn't answer that without -- it's a
19 pretty long list now.
20 Q. But it's more than just gloves?
21 A. Yes.
22 Q. Okay. I'd like to direct your attention to
23 the section above that, B, where it says "Glove, mass
24 sales update."
25 Do you see that?

1 A. B. Yes, got it.
2 Q. And underneath that section there are four
3 bullet points.
4 Do you see that?
5 A. Yes.
6 Q. And the second one reads, "Our partners are
7 providing us with price discounts."
8 Do you see that?
9 A. Uh-huh.
10 Q. Do you have an understanding of what
11 "partners" means in that bullet point?
12 A. It would be our suppliers of the products.
13 Q. Can you recall, at the time of this document,
14 which suppliers of products to Association Gloves
15 were providing Association Gloves with price
16 discounts?
17 A. No.
18 Q. Would it be all of them?
19 A. No.
20 Q. And why -- why wouldn't it be all of them?
21 A. I mean, in -- in this market periodically
22 some of these suppliers run specials, so they're --
23 you know, some are running deals and some aren't at a
24 given moment.
25 Q. In this bullet point that refers to price

1 discounts, do you know what the discounts are
2 relative to?
3 MR. SCHULTE: If you understand.
4 THE WITNESS: I don't understand the
5 question.
6 BY MR. MITCHELL:
7 Q. Sure. So this bullet says, "Our partners are
8 providing us with price discounts", and I'm trying to
9 determine what -- what price is being discounted.
10 It's a discount off of what price?
11 A. Off of our wholesale price.
12 Q. And when you say "your wholesale price", is
13 that the price that you would ordinarily be paying
14 for the -- to purchase these products from these
15 partners?
16 A. Correct.
17 Q. Okay. Can you recall what the magnitudes of
18 the discounts were that are referenced in this bullet
19 point?
20 A. No.
21 Q. Can you ballpark that for me, sitting here
22 today?
23 A. It's not significant.
24 Q. What -- can you give me a percentage basis on
25 that or no?

1 A. It actually could be a price discount, it
2 could also be an extra box or two of gloves when you
3 buy a case, or if it's a different supply it could
4 be. So you could get more product for the same
5 price, or a lower price on --

6 Q. So these discounts that are offered by your
7 partners change over time; is that right?

8 A. Yes, they come and go, they have time limits
9 on them, yep.

10 Q. And why do partners provide these discounts
11 to Association Gloves from time to time?

12 MR. McDONALD: Object to the form.

13 THE WITNESS: I can't -- I can't answer for
14 them.

15 BY MR. MITCHELL:

16 Q. Okay. You have no understanding of that?

17 A. Well, my assumption would be they want to
18 push product.

19 Q. Have any of your suppliers ever expressed
20 that to you, that they're offering a discount in
21 order to push product to you?

22 A. I wouldn't say to me. If I am getting a
23 discount, usually anybody else is getting the same
24 thing.

25 Q. Are any of the -- strike that.

1 Q. At this time?

2 A. At that time.

3 Q. Can you recall which four states those were?

4 A. I do not.

5 Q. Do you have an understanding as to why those
6 four states did not want to partner with Association
7 Gloves to sell disposables?

8 A. Can't speak for their decision. I have no
9 idea.

10 Q. You never spoke with anyone -- or strike
11 that.

12 You never had any discussions or
13 communications with anyone at any state dental
14 association about them not wanting to sell
15 disposables with Association Gloves at around this
16 time?

17 A. No.

18 Q. If we were to try to figure out which four
19 states those were that didn't want to partner with
20 Association Gloves to sell disposables, how would we
21 do that?

22 MR. SCHULTE: If you know.

23 THE WITNESS: I would presume that we could
24 go back and review some -- some records and probably
25 figure that out, but I can't guarantee that.

1 Were any of the discounts that Association
2 Gloves received the results of written agreements
3 with your suppliers?

4 A. Not to my knowledge.

5 Q. Looking at the -- back at the heading C on
6 this page where it says "Disposables and expansion",
7 there's a Section 1 there that says "States."

8 Do you see that?

9 A. Yep.

10 Q. And the sentence under that says, "All but
11 four states have agreed to partner with us to sell
12 disposables."

13 Do you see that?

14 A. Yes.

15 Q. Does that mean that all but four of the
16 states have endorsed -- that have endorsed
17 Association Gloves as of this time?

18 A. Correct.

19 Q. So the four endorsing states that have not
20 agreed to partner with Association Gloves
21 disposables, does that mean that they would only
22 continue to partner with Association Gloves to sell
23 gloves?

24 MR. McDONALD: Object to the form.

25 BY MR. MITCHELL:

1 BY MR. MITCHELL:

2 Q. Is there anyone else at Association Gloves or
3 the IFG who we might be able to talk to about that?

4 A. Well, Ms. Hoogasian is the director of the
5 program, as I mentioned earlier.

6 Q. Okay. I'd like to now direct your attention
7 to the top of the next page, page 5. And the very
8 top there's the first line there that says, "A new
9 price catalog has been developed for gloves/masks and
10 a disposable version as well. The price list will be
11 poly bagged inside several state journals in the
12 future."

13 Do you see that?

14 A. I do.

15 Q. Does that mean that there was a catalog for
16 gloves and masks and another catalog for disposables?

17 A. I don't recall.

18 Q. Does Association Gloves maintain separate
19 catalogs for gloves and masks and another catalog for
20 disposable products?

21 A. Currently, no.

22 Q. Has it ever done so?

23 A. I don't know.

24 Q. Do you -- does association -- strike that.

25 Does Association Gloves currently have

Page 50

Page 52

1 catalogs for the products that it sells?

2 A. Yes.

3 Q. Do the catalogs show Association Gloves's
4 prices for all of its products?

5 A. I can't remember.

6 Q. Do the catalogs generally try to --

7 A. I think so.

8 Q. -- identify all of the --

9 A. Yes.

10 Q. -- the prices for all or almost all of the
11 products that Association Gloves sells?

12 A. Yes.

13 Q. Are the prices in Association Gloves's
14 catalogs, the prices that customers generally pay for
15 Association Gloves's products?

16 A. Yes.

17 Q. Do customers sometimes pay different prices
18 from the catalog prices?

19 A. Only what we -- you know, what we discussed
20 earlier, if a special comes. We don't print a new
21 catalog every time a special comes out.

22 Q. But Association Gloves doesn't individually
23 negotiate with customers to change the prices that
24 are in its catalogs --

25 A. No.

Page 51

1 Q. -- does it?

2 A. No.

3 MR. SCHULTE: Make sure you wait until he's
4 done.

5 MR. MITCHELL: Thank you, Counsel.

6 MR. SCHULTE: Do you want to take a break?

7 THE WITNESS: I'm good.

8 BY MR. MITCHELL:

9 Q. Looking at -- looking at number 3 on the top
10 of this page where it says "Order form strategy", do
11 you see that? Line 163.

12 A. I do.

13 Q. And under that it says, "We have moved away
14 from co-branding each state's order from which -- we
15 have moved --" strike that.

16 "We have moved away from co-branding each
17 state's order form which will be less resource
18 intensive."

19 Did I read that correctly.

20 A. Yes.

21 Q. When did Association Gloves decide to move
22 away from co-branding?

23 A. Well, based on this it looks like it was
24 around April of 2016.

25 Q. Had Association Gloves, prior to this time,

1 used co-branding with state dental associations as a
2 selling point in trying to obtain dental association
3 endorsements?

4 A. Yes.

5 MR. MITCHELL: Do you want to take a break
6 now or keeping going?

7 THE WITNESS: Keep it rolling.

8 MR. MITCHELL: Okay.

9 (Deposition Exhibit No. 944 was marked for
10 identification.)

11 BY MR. MITCHELL:

12 Q. I'd like to hand you what's been marked
13 Exhibit 944. And I'll represent to you, Mr. Start,
14 that this is a printout from Association Gloves's
15 website from December of 2016.

16 Do you recognize this document?

17 A. Yes.

18 Q. Or do you recognize the picture of the
19 website that's on this document?

20 A. Yes.

21 Q. Looking at page 1 of this Exhibit that I just
22 handed to you, does this, on the left-hand side of
23 this page, underneath "Shop online with us", list the
24 different product categories that Association Gloves
25 sold as of December 2016?

1 A. Yes.

2 MR. McDONALD: Object to the form.

3 BY MR. MITCHELL:

4 Q. And those different product categories are
5 gloves, masks, hygiene products, infection control
6 and disposables; is that right?

7 A. I'm not the website guy, so I can read what
8 you're reading.

9 Q. Okay. But as best you can recall in sitting
10 here today, those are an attempt by Association
11 Gloves to identify the different product categories
12 that it offered for sale as of December 2016?

13 A. Yes.

14 Q. Among the categories of products that are
15 listed here, are any of them more significant than
16 the others to Association Gloves in terms of total
17 sales revenue?

18 A. Gloves.

19 Q. Are gloves the most significant category of
20 products to Association Gloves's sales revenue?

21 A. Yes.

22 Q. Which of these product categories listed here
23 did Association Gloves initially sell?

24 A. Gloves.

25 Q. Did it -- when Association Gloves started

Page 53

1 selling gloves did it sell all types of gloves used
2 by dentists or only certain types?

3 MR. McDONALD: Object to the form.

4 THE WITNESS: All types, could you define
5 what you mean? All brands, all makes and models,
6 what do you -- I don't understand.

7 BY MR. MITCHELL:

8 Q. Sure. When Association Gloves started
9 selling gloves, did it sell gloves that it understood
10 to be used by dentists?

11 A. Yes.

12 Q. And are there different types of gloves that
13 are used by dentists, to your knowledge?

14 A. Yes.

15 Q. And what are those different types?
16 Generally.

17 A. Latex or nitrile.

18 Q. And at the time when Association Gloves
19 started, did it sell both of those types of gloves?

20 A. Yes.

21 Q. Do you know at the time when Association
22 Gloves started, how its initial glove line compared
23 to the glove lines offered for sale by Patterson or
24 Henry Schein?

25 A. A very miniscule percentage of what they

1 offered.

2 Q. And is that in terms of products, or styles
3 or brands or some other measurement?

4 A. Brands.

5 Q. Brands? So at the time Association Gloves
6 started, it sold relatively few brands compared
7 to --

8 A. Right.

9 Q. -- Henry Schein and Patterson?

10 A. Correct.

11 Q. Because as you just indicated with your
12 finger, at the time Association Gloves only sold one
13 brand; is that right?

14 A. Correct.

15 Q. When it started --

16 MR. SCHULTE: You have to verbalize that.

17 THE WITNESS: Yep.

18 BY MR. MITCHELL:

19 Q. How did Association Gloves decide which
20 products or gloves it would sell initially?

21 A. I don't recall how we connected with that
22 original glove supplier.

23 Q. Do you recall the name of the brand of the
24 gloves that Association Gloves initially sold?

25 A. I do not.

1 Q. Okay. But as best you can recall, it was one
2 brand of gloves, correct?

3 A. Correct.

4 Q. Can you recall how long it took for
5 Association Gloves to begin offering more than one
6 brand?

7 A. Not specifically, no.

8 Q. I'd like to hand you what's been marked
9 Exhibit 445 (sic).

10 (Deposition Exhibit No. 945 was marked for
11 identification.)

12 MR. SCHULTE: 445 or 945?

13 MR. MITCHELL: 945, I'm sorry. Thank you.

14 BY MR. MITCHELL:

15 Q. Exhibit 945 is a printout of an archived
16 version of the Association Gloves's website from
17 September 2009.

18 Do you have that document in front of you?

19 A. Yes.

20 Q. Looking at the middle of this page where it
21 says "Brands", do you see that?

22 A. No.

23 Q. So you do see where it says --

24 A. Oh, yeah, I got it. Brands, yes.

25 Q. So underneath the heading brands there it

1 says, Sempermed and MicroFlex; is that right?

2 A. Yes.

3 Q. So those -- are those two different brands of
4 gloves?

5 A. Yes.

6 Q. Were those two brands the extent of
7 Association Gloves's product offering at this time in
8 September 2009?

9 A. Yes.

10 MR. McDONALD: Object to form.

11 BY MR. MITCHELL:

12 Q. Looking at this document, does this document
13 refresh your recollection as to whether one of these
14 two brands was the brand that Association Gloves
15 started selling initially?

16 A. They were not.

17 Q. So neither of these two brands were the brand
18 that Association --

19 A. Correct.

20 Q. -- Gloves started selling?

21 A. Correct.

22 Q. At this time in September 2009, do you recall
23 whether Association Gloves sold all of Sempermed's
24 and MicroFlex gloves or only some?

25 A. I do not know.

1 Q. Do you recall whether Association Gloves had
2 any written contracts with Sempermed?

3 A. I don't think we had a written contract, no.

4 Q. Can you recall whether Association Gloves had
5 any written contract with MicroFlex?

6 A. Same, no.

7 Q. Can you recall how the purchase prices for
8 Sempermed and MicroFlex gloves were determined as of
9 this time in September of 2009?

10 A. Through negotiation.

11 Q. And what do you recall about those
12 negotiations?

13 A. I would say we had very little leverage to
14 negotiate.

15 Q. And why do you say that?

16 A. We didn't have a lot of volume, so the price
17 was kind of what the price was.

18 Q. So, when you say "leverage", you meant -- you
19 mean that Association Gloves didn't have a lot of
20 volume of customers, or what do you mean by that?

21 A. Yes.

22 Q. Okay. So would you -- strike that.

23 Did Association Gloves's leverage
24 increase with its suppliers as the volume of gloves
25 that it sold increased?

1 positive.

2 Q. Do you understand Sempermed and MicroFlex to
3 not be distributors of dental supplies?

4 A. Sempermed, I understand to not be a
5 distributor. MicroFlex, I believe sells direct. I
6 don't know that for a fact.

7 Q. At the time of this document in September of
8 2009, can you recall how Association Gloves
9 determined the prices that it would charge to
10 dentists for these gloves?

11 A. Refer back to my previous answer on that.
12 Mr. Zwick was in charge of that, and he bounced some
13 things off of me.

14 Q. Would the prices that Association Gloves
15 charged to dentists for the gloves be slightly higher
16 than the prices that they pay to purchase those
17 products from Sempermed and MicroFlex?

18 A. Yes.

19 Q. I'd like to hand you what's been marked
20 Exhibit 946.

21 (Deposition Exhibit No. 946 was marked for
22 identification.)

23 BY MR. MITCHELL:

24 Q. Which is a printout of another archived
25 version of the Association Gloves's website from

1 A. No.

2 Q. Did that -- did Association Gloves's leverage
3 with its suppliers change at all over time?

4 MR. McDONALD: Object to the form.

5 THE WITNESS: I don't have any specifics I
6 could give you on that.

7 BY MR. MITCHELL:

8 Q. What you do recall about the negotiations
9 with Sempermed and MicroFlex at this time were that
10 you basically took whatever price they offered to you
11 for the -- for their gloves?

12 A. Yes.

13 Q. Do you recall, at this time, whether
14 MicroFlex shipped its gloves that were ordered
15 through Association Gloves directly to dentists?

16 A. Yes.

17 Q. You recall that they were?

18 A. I recall, and yes, they -- they were.

19 Q. Okay. What about Sempermed, do you recall
20 whether they shipped the gloves that were purchased
21 through Association Gloves directly to dentists?

22 A. I don't recall.

23 Q. Are Sempermed and MicroFlex manufacturers of
24 gloves?

25 A. Sempermed definitely is. MicroFlex I'm not

1 January 2011. Do you have that document in front of
2 you?

3 A. I do.

4 Q. Looking at the same section of the web page,
5 underneath brands, do you see that section?

6 A. I do.

7 Q. And Kimberly-Clark has been added as another
8 brand on the website.

9 Do you see that?

10 A. Yes.

11 Q. Do you recall at some point that Association
12 Gloves added Kimberly-Clark products?

13 A. Yes.

14 Q. And does it sound right to you that
15 Association Gloves added Kimberly-Clark products
16 sometime around January 2011?

17 A. I can't speak to the exact time.

18 Q. All right. Can you recall the reason why
19 Association Gloves added Kimberly-Clark as a
20 supplier?

21 A. They had more -- more choice for the members.

22 Q. And what products of Kimberly-Clark did
23 Association Gloves sell at this time?

24 A. I don't remember the trade name of the
25 gloves, but just gloves.

1 Q. But they just sold Kimberly-Clark gloves,
2 that's it?

3 A. Right.

4 Q. Right?

5 A. Uh-huh.

6 Q. No other Kimberly-Clark products?

7 A. At that time, I can't say, again, exactly
8 when we started adding the masks and other
9 disposables, but at some point we did start offering
10 Kimberly-Clark masks. Don't know if it was in
11 January of '11 or some point a little later.

12 Q. All right. Going back to the time when
13 Association Gloves started selling Kimberly-Clark
14 gloves, do you recall whether Association Gloves
15 initially sold all of Kimberly Clark's line of
16 gloves?

17 A. I don't recall.

18 Q. At the time that Association Gloves started
19 selling Kimberly-Clark products, can you recall
20 whether it first started selling gloves and then at
21 some point later added masks; or was it gloves and
22 masks at the same time that it added Kimberly-Clark?

23 A. I don't recall.

24 Q. How much did the addition of Kimberly-Clark
25 products expand Association Gloves's product line?

1 MR. McDONALD: Object to the form.

2 THE WITNESS: No.

3 BY MR. MITCHELL:

4 Q. Who -- is there any company that you would
5 describe as a leading supplier of examination gloves?

6 A. I honestly don't know who's the leading
7 supplier of examination gloves.

8 Q. But, in your own mind, you don't have an
9 idea --

10 A. I know--

11 Q. -- or an opinion about who the leading
12 supplier of gloves is?

13 A. The reason why I said I didn't think they
14 were the leader is we don't sell anywhere near the
15 amount of Kimberly-Clark gloves that we sell some of
16 the other ones.

17 Q. Can you recall how Association Gloves and
18 Kimberly-Clark determined the prices that Association
19 Gloves would pay for Kimberly-Clark products?

20 A. No.

21 Q. Do you recall any negotiation with
22 Kimberly-Clark about the prices that Association
23 Gloves would pay for Kimberly-Clark products?

24 A. No.

25 Q. How did Association Gloves determine the

1 MR. McDONALD: Object to form.

2 THE WITNESS: Not much.

3 BY MR. MITCHELL:

4 Q. Not much? And why do you say that?

5 A. Well, we were already offering latex and
6 nitrile from the other two and that's all
7 Kimberly-Clark was bringing to the table as well,
8 just different models or whatever, so hence not much
9 of a change from what we were already doing.

10 Q. Can you recall how many -- or strike that.

11 Are you familiar with the term SKU?

12 A. I am.

13 Q. Okay. Can you recall, in terms of the number
14 of SKUs, how many SKUs were added to Association
15 Gloves's product line when they added Kimberly-Clark,
16 just generally?

17 A. No idea.

18 Q. Did the addition of Kimberly-Clark add any
19 product categories to Association Gloves's product
20 line or was it just a matter of adding more items to
21 the existing categories?

22 A. Again, as I mentioned earlier, the timing of
23 the -- the masks is unclear to me.

24 Q. Would you describe Kimberly-Clark as a
25 leading supplier of examination gloves?

1 prices that it would charge for Kimberly-Clark
2 products?

3 A. I'd just refer back to my previous answer.

4 Q. Left that decision up to Mr. Zwick?

5 A. Correct.

6 Q. And he consulted you on that decision?

7 A. Correct.

8 Q. And the price of those products, again,
9 generally would be higher than the price that you
10 paid for them?

11 A. Correct.

12 Q. Can you recall how Association Gloves's
13 prices for Kimberly-Clark products compared -- or
14 strike that.

15 Do you know at the time that Association
16 Gloves added Kimberly-Clark products, whether
17 Patterson or Henry Schein also sold Kimberly-Clark
18 products?

19 A. I don't know that for a fact, no.

20 Q. Does Association Gloves sell Kimberly-Clark
21 products today?

22 A. I believe so.

23 Q. And do you know how the prices for the
24 Kimberly-Clark products that Association Gloves sells
25 today compares to the prices for Kimberly-Clark

Page 66

1 products that are sold by Patterson or Henry Schein?

2 MR. McDONALD: Object to the form.

3 THE WITNESS: I don't.

4 MR. SCHULTE: Do you need a break?

5 THE WITNESS: Sure.

6 MR. MITCHELL: One more question and we'll
7 take a break, if that's okay?

8 MR. SCHULTE: Yes.

9 BY MR. MITCHELL:

10 Q. At the time that Association Gloves added
11 Kimberly-Clark, do you recall whether Association
12 Gloves expanded its product offerings from Sempermed
13 or MicroFlex?

14 A. I don't recall.

15 Q. Can you recall whether there was a noticeable
16 increase in Association Gloves's sales after the
17 Kimberly-Clark products were added to Association
18 Gloves's product line?

19 A. I would say no.

20 Q. And why would you say that?

21 A. As I mentioned earlier, they're not a big
22 seller.

23 Q. Are Sempermed and -- or strike that.

24 At this time were Sempermed and MicroFlex
25 bigger sellers than Kimberly-Clark?

Page 67

1 A. Correct. Yes.

2 Q. And on a percentage basis of Association
3 Gloves's total sales, can you ballpark for me the
4 division between those three brands?

5 A. I can't, no.

6 MR. MITCHELL: Let's go off the record.

7 VIDEO TECHNICIAN: Time is now 11:43 a.m.
8 We're going off the record.

9 (Off the record at 11:43 a.m.)

10 VIDEO TECHNICIAN: Okay, the time is now
11 11:55 a.m. We are going back on the record.

12 (Back on the record at 11:55 a.m.)

13 (Deposition Exhibit No. 947 was marked for
14 identification.)

15 BY MR. MITCHELL:

16 Q. Mr. Start, I've just handed you a document
17 that was marked Exhibit 947, which is a printout of a
18 press release printed from the Association Gloves's
19 website dated January 2nd, 2012.

20 Do you have that document in front of you?

21 A. I do.

22 Q. And do you recognize this document to be a
23 press release related to the announcement of
24 Association's ability to sell a new line of gloves
25 from Cranberry?

Page 68

1 A. Yes.

2 Q. And what is Cranberry?

3 A. A glove -- I don't know if they're a
4 manufacturer or distributor, quite honestly.

5 Q. I want to direct your attention to the second
6 paragraph that begins "More than 60 --", do you see
7 that?

8 A. Uh-huh.

9 Q. And it says, "More than 60 gloves from seven
10 manufacturers now comprise the Association Gloves's
11 product line."

12 Do you see that?

13 A. Yes.

14 Q. So at this time Association Gloves offered
15 for sale 60 products; is that right?

16 A. Based on that, yes.

17 Q. And would that be in terms of the number of
18 SKUs or styles or something else, if you know?

19 A. I couldn't answer that.

20 Q. The next sentence of that paragraph reads,
21 "The program has added ten new nitrile gloves, seven
22 new latex gloves and one new vinyl glove."

23 Do you see that?

24 A. Yes.

25 Q. So that reflects the addition of, by my math,

Page 69

1 18 new types of gloves; is that right?

2 MR. McDONALD: Object to the form.

3 THE WITNESS: I wouldn't call them types of
4 glove, but 18 new --

5 BY MR. MITCHELL:

6 Q. Products?

7 A. I don't know what the right -- what the right
8 word is, right.

9 Q. Would it be accurate to say 18 new products?

10 A. Yes.

11 MR. McDONALD: Object to form.

12 BY MR. MITCHELL:

13 Q. What was the purpose of -- strike that.

14 What was the purpose of Association Gloves
15 adding these additional products to its product line?

16 A. Well, just like last time I answered, to have
17 more options for the members. In reading this
18 release, it looks like one of the things was
19 hand-specific fitted gloves.

20 Q. So is it fair to say that Association Gloves
21 was using the addition of these other products as a
22 way to increase its competitive appeal to potential
23 customers?

24 A. Yes.

25 Q. And would it be fair to say that Association

1 Gloves was using the addition of these other products
2 as a way to increase its appeal to potential
3 endorers?

4 A. That would be a secondary motive.

5 Q. But it would be a motive of Association
6 Gloves?

7 A. It's not a consciously thought-out motive,
8 no.

9 (Deposition Exhibit No. 948 was marked for
10 identification.)

11 BY MR. MITCHELL:

12 Q. I'd like to hand you what's -- she'll mark
13 it. The Court Reporter has handed you what's been
14 marked Exhibit 948.

15 Which is a printout of another archived
16 version of the Association Gloves's website from May
17 of 2012. Do you have that document in front of you?

18 A. Yes.

19 Q. And I want to direct your attention to the
20 left side of the image of the website screenshot
21 there where it says "Categories."

22 Do you see that?

23 A. I can see categories, but I cannot read
24 anything underneath it. I -- it's blurry or vague,
25 and I don't have reading glasses with me.

1 MR. SCHULTE: I can't make it out either,
2 it's too small.

3 BY MR. MITCHELL:

4 Q. So you can't read underneath the word
5 "Categories" that it says "Gloves" there?

6 A. Actually, I can see gloves, but I can't see
7 any of the blue-colored language.

8 Q. Okay. I won't ask you about any of those.

9 Is -- at the time of this screenshot
10 in May 2012, was Association Gloves selling any
11 products other than gloves?

12 A. You know, I don't have timelines etched in my
13 mind and I can't read the blue print here --

14 Q. Okay.

15 A. -- so I don't -- I don't have a ready answer
16 for you on that.

17 Q. Okay. I'll represent to you under the --
18 there's a section underneath gloves, it says

19 "Brands", can you see that?

20 A. Yes.

21 Q. Okay. And if you can't read it I'll
22 represent to you that the blue writing there lists a
23 number of what appear to be brands and I'll just name
24 them, the first is Ansell, does that sound like a
25 brand of gloves that Association Products sold?

1 A. Yes.

2 Q. And what about Kimberly-Clark, is that
3 another brand of gloves that Association Gloves sold?

4 A. Yes.

5 Q. Cranberry?

6 A. Yes.

7 Q. EcoBee?

8 A. Yes.

9 Q. Innovative Healthcare?

10 A. Yes.

11 Q. MicroFlex?

12 A. Yes.

13 Q. And Sempermed?

14 A. Yes.

15 Q. Those are all brands of gloves that
16 Association Gloves sold at or around this time in May
17 of 2012?

18 A. Correct.

19 Q. The addition of the brands Ansell, Cranberry,
20 EcoBee and Innovative Healthcare to Association
21 Gloves's product line, why did Association Gloves add
22 those brands?

23 A. Same answer I gave before, to have more
24 options for the members to choose from.

25 Q. So the more brands that Association Gloves

1 can offer to its customers, the more attractive it
2 thinks it can be to those customers; is that fair?

3 MR. McDONALD: Objection to the form.

4 THE WITNESS: There's a point of diminishing
5 returns on that logic.

6 BY MR. MITCHELL:

7 Q. What do you mean by that?

8 A. Like if I wanted to offer 100 different
9 kinds, that would be too many to manage and too hard
10 to get people to decide what they wanted and whatnot.

11 Q. And when you say that, at some point there's
12 a diminishing return of selling too many brands of
13 the same product category; is that right?

14 A. Correct.

15 Q. You don't mean that -- you don't mean to say
16 that there is diminishing returns in selling
17 different brands of different types of products, do
18 you?

19 MR. McDONALD: Object to the form.

20 THE WITNESS: So I don't understand that.

21 BY MR. MITCHELL:

22 Q. Sure. So you said there's a point of
23 diminishing returns where you're adding more brands
24 of gloves; is that right?

25 A. Of the same product, right.

1 Q. But that doesn't apply if you're adding
2 different categories of products, correct?
3 MR. McDONALD: Object to the form.
4 MR. SCHULTE: Do you understand the question?
5 THE WITNESS: Can I say what I think he's
6 asking, is that -- is that all right or not?
7 MR. SCHULTE: If you don't understand the
8 question --
9 THE WITNESS: I'm not answering the question,
10 I want to rephrase it and see if -- see if I
11 understand --
12 BY MR. MITCHELL:
13 Q. Let me just reask the question. I just want
14 the record to be clear.
15 MR. SCHULTE: It isn't clear to me, I'll tell
16 you that.
17 MR. MITCHELL: Okay. Well, let me reask it
18 then.
19 BY MR. MITCHELL:
20 Q. I just want the record to be clear that the
21 point you just made about there being diminishing
22 returns of adding more brands, that pertains only to
23 adding more brands of the same product and that is
24 gloves here, correct?
25 MR. McDONALD: Object to the form.

1 THE WITNESS: I -- I'm sorry, I don't -- I
2 don't understand what you're asking.
3 BY MR. MITCHELL:
4 Q. Well, can you just explain to me again, then,
5 what you meant by at some point there's diminishing
6 return in adding more brands?
7 A. Right. So as I mentioned earlier, managing
8 too many brands becomes confusing to the customer and
9 to my customer service team.
10 Q. And if you're adding just more brands of the
11 same products --
12 MR. SCHULTE: Were you finished with your
13 answer?
14 THE WITNESS: Yeah.
15 MR. SCHULTE: Okay.
16 BY MR. MITCHELL:
17 Q. Strike that. Let me ask a different
18 question.
19 You mentioned that adding additional brands
20 of gloves was intended to make Association Gloves
21 more attractive to customers; is that fair?
22 A. Yes.
23 Q. Okay. But at some point adding more and more
24 brands of gloves doesn't really help make Association
25 Gloves more attractive to customers. Am I

1 understanding you correctly?
2 A. Yes.
3 Q. Of the brands that I read off of this page
4 here, Ansell, Kimberly-Clark, Cranberry, EcoBee,
5 Innovative Healthcare, MicroFlex and Sempermed, of
6 those brands are there particular ones that are more
7 significant in terms of sales revenue to Association
8 Gloves than others?
9 A. Yes.
10 Q. Which ones?
11 A. Sempermed, MicroFlex and Cranberry.
12 Q. I'll represent to you that next to the name
13 of each brand of gloves that are listed here there's
14 a number to the right of it.
15 Would you have any understanding of what that
16 number would represent?
17 A. No.
18 Q. Do you know at this time in May of 2012
19 whether Association Gloves carried all of the glove
20 products from each of its suppliers or only part of
21 their product lines?
22 A. I do not know if we had them all.
23 Q. For the Ansell products, do you know how
24 Association Gloves determined the prices that
25 Association Gloves would pay for Ansell gloves?

1 A. What we pay or what we're charging for --
2 Q. What you paid to buy them.
3 A. What we paid, again, it's a price given to us
4 by our distributor.
5 Q. Would you try to negotiate that price that
6 was given to you by the distributor?
7 A. Personally, no.
8 Q. Do you know whether Mr. Zwick would try to do
9 that?
10 A. I don't.
11 Q. You don't know whether he tried to do that?
12 A. I don't know.
13 Q. Okay. You don't recall him reporting to you
14 having any success in negotiating a lower price for
15 the gloves that Association Gloves was purchasing
16 from any of its suppliers?
17 A. In -- in a general way, I do, but I don't
18 have any specific recollection of any specific event.
19 Q. Can you just describe for me what the general
20 understanding or recollection you do have is?
21 A. Well, whenever we add a new glove line, the
22 price that we're going to buy them for has to be
23 established, and I'm not privy to, you know, the
24 final discussions on how that price was established.
25 Q. Do you know whether the final prices that

Page 78

1 Association Gloves would pay to purchase the products
2 from its suppliers would be set forth in a written
3 agreement?

4 A. I don't believe so.

5 Q. Do you recall ever seeing any such written
6 agreements between Association Gloves and its
7 suppliers?

8 A. No.

9 Q. Same question I've asked before, with respect
10 to each of these new brands that Association Gloves
11 was adding to its product line, how would it
12 determine the prices that it would charge for the
13 products offered by those additional brands?

14 A. We know the answer to that, right? Mr. Zwick
15 would create pricing, bounce them off of me.

16 Q. So, that process was the same for each new
17 brand of products that Association Gloves added to
18 its product line?

19 A. That's correct. And at some point, Mr. Zwick
20 was replaced by Ms. Hoogasian.

21 Q. When did that occur?

22 A. I don't know off the top of my head.
23 (Deposition Exhibit No. 949 was marked for
24 identification.)

25 BY MR. MITCHELL:

Page 79

1 Q. I'd like to hand you what's been marked
2 Exhibit 949, which is a printout of another version
3 of the archived version of the Association Gloves's
4 website from December 2013.

5 Do you have that document in front of you,
6 Mr. Start?

7 A. Yes.

8 Q. And directing your attention to the same area
9 of the page underneath categories there are three
10 major headings. There -- one says "Gloves", the
11 other says "Brands" and the other says "Masks."

12 Do you see that?

13 A. I do.

14 Q. Can you recall roughly when masks were added
15 to Association Gloves's product line?

16 A. I don't recall other than being prompted by
17 this document.

18 Q. We just looked at a May 2012 archived version
19 in which masks did not appear as a category, and
20 masks does appear on this version of the December
21 2013 site. Would it be fair to say that sometime in
22 the interim, between May of 2012 and December '13,
23 that Association Gloves added masks to its product
24 line?

25 A. Based on what these websites are saying, yes.

Page 80

1 Based on my direct recollection, I don't know.

2 Q. Okay. Do you know who made the decision to
3 add masks to Association Gloves's product line?

4 A. Well, as I mentioned previously, we usually
5 take things through the committee first, and then on
6 to fruition.

7 Q. Would the -- who would have had to have --
8 strike that.

9 Who would have -- would the Michigan Dental
10 Association Board have had to approve the addition of
11 masks to Association Gloves's product line?

12 A. No.

13 Q. Would it be the IFG board?

14 A. I honestly don't remember.

15 Q. Okay. Do you recall which brands of masks
16 Association Gloves initially carried?

17 A. I'm sorry, the brand of masks?

18 Q. Yes.

19 A. I believe it was Kimberly-Clark.

20 Q. Can you recall whether it was any other
21 brands?

22 A. No.

23 Q. Was Kimberly-Clark, based on your
24 understanding, a major manufacturer of masks?

25 MR. McDONALD: Object to the form.

Page 81

1 THE WITNESS: I don't know what you mean by
2 "major."

3 BY MR. MITCHELL:

4 Q. Did you have any understanding of the time
5 when Association Gloves added Kimberly-Clark masks to
6 its product line that Kimberly-Clark was the leading
7 supplier of masks?

8 MR. McDONALD: Object to the form.

9 THE WITNESS: We knew they had good masks
10 that our committee said it was something we should
11 consider adding.

12 BY MR. MITCHELL:

13 Q. How did you decide which mask brands to
14 carry?

15 A. Well, it's a combination of what the
16 committee -- they're practicing dentists who use
17 these things, so we often seek their recommendation
18 for things that they like, but then it's also
19 contingent on what we can get into the portfolio as
20 well.

21 Q. Can you recall whether when you added
22 Kimberly-Clark masks to Association Gloves's product
23 line whether you carried all of the masks from
24 Kimberly-Clark?

25 A. I have no idea.

Page 82

1 Q. Okay. Did the addition of masks expand
2 Association Gloves's product line offering?

3 A. Am I understanding that question right? I
4 mean, it seems like you answered it yourself in the
5 question, right?

6 Q. So the answer is yes, it did expand your
7 product offering?

8 A. We're adding gloves to masks?

9 Q. Yes.

10 A. Yes.

11 Q. Yeah, if it's yes you can say yes. Yeah,
12 that's fine.

13 A. Okay. Yes.

14 Q. Okay. Do you know at the time how
15 Association Gloves's mask product line compared to
16 the mask product line offered by either Patterson or
17 Henry Schein?

18 A. No idea.

19 MR. McDONALD: Object to the form.

20 BY MR. MITCHELL:

21 Q. Do you know how Association Gloves determined
22 the prices that it would charge for the masks that it
23 offered for sale?

24 A. Same response I've given you several times
25 today, Mr. Zwick, subsequently Ms. Hoogasian create

Page 83

1 prices, bounce them off me, explain their logic.

2 Q. Did the pricing strategy that Association
3 Gloves had for its different product lines or brands
4 vary by brand?

5 A. I'd say potentially yes.

6 Q. And why do you say that?

7 A. Well, you said product line or brand and by
8 product line, so the gloves versus the masks, you
9 have different capacity to mark them up.

10 Q. Okay. Can you just explain what you mean by
11 that?

12 A. Well, we wanted -- as I mentioned earlier,
13 our number one goal is to save our members money, not
14 to make money. And so we're pricing in a manner that
15 we think we're going to save not everybody, but a lot
16 of our members money.

17 Q. Can you recall whether Association Gloves
18 received any volume discounts on its purchases or the
19 purchase price for masks?

20 A. No.

21 Q. Did the fact that Association Gloves at this
22 time had an established track record of selling
23 supplies provided with negotiating leverage with its
24 mask supplier?

25 MR. McDONALD: Object to the form.

Page 84

1 MR. SCHULTE: Do you understand the question?

2 THE WITNESS: Could you clarify what you're
3 looking for?

4 BY MR. MITCHELL:

5 Q. Yeah, at the time that Association Gloves
6 added masks in December 2013, Association Gloves had
7 been in the business of selling gloves for a number
8 of years, correct?

9 A. Yes.

10 Q. And did that established track record, did
11 you feel give you any advantage in negotiating your
12 prices with any of your suppliers?

13 A. No.

14 MR. McDONALD: Object -- object to the form.

15 BY MR. MITCHELL:

16 Q. How important have masks become as a
17 percentage of Association Gloves's total sales today?

18 A. Very little.

19 Q. Can you put a percentage on that?

20 A. No.

21 Q. Can you approximate it for me or no?

22 A. Less than five percent.

23 (Deposition Exhibit No. 950 was marked for
24 identification.)

25 BY MR. MITCHELL:

Page 85

1 Q. I'd like to hand you what's been marked
2 Exhibit 950, are another printout of an archived
3 version of Association Gloves's website from
4 December '15.

5 Do you have that document in front of you?

6 A. Yes, I do.

7 Q. Can you see on the same sort of left-hand
8 side of that page --

9 A. Yes.

10 Q. -- that there are two product categories
11 listed under "Shop online with us", and those two
12 product categories are masks and gloves; is that
13 correct?

14 A. Correct.

15 Q. Were those still the only product categories
16 that Association Gloves sold at this time in
17 December 2015?

18 MR. McDONALD: Object to the form.

19 THE WITNESS: Again, I don't have any direct
20 recollection of it, but that seems to be what the
21 website is indicating.

22 BY MR. MITCHELL:

23 Q. Did Association Gloves expand its product
24 line beyond gloves and masks in 2016?

25 A. Yes.

(Deposition Exhibit No. 951 was marked for identification.)

BY MR. MITCHELL:

Q. I'd like to hand you what's been marked Exhibit 951, which is another archived version of Association Gloves's website, this one dated from March 2016.

Do you have that document in front of you?

A. I do.

Q. And on the same left-hand side of the page, there appears to be an addition of a number of additional product categories.

Do you see that?

A. I do.

Q. And those product categories are barrier film, bibs, cotton tip applicators, drinking cups, gauze and cotton rolls and sterilization pouches; is that right?

A. That's what it says.

Q. Can you recall roughly when these other product categories were added to Association Gloves's product line?

A. I cannot.

Q. Do you know who made the decision to add these other product categories?

added these same product categories to the product line that was offered to the Michigan Dental Association members?

A. Correct.

Q. Can you recall ballpark how long -- for how long did MDA -- the MDA Glove Program offer these product categories --

A. I don't know.

Q. -- to the MDA members before adding them and offering them to the Association Gloves's program?

A. I don't know specifically.

Q. How did Association Gloves decide which other product categories to carry?

A. Again, I mean, you reviewed the committee minutes there that you just showed us, the committee gives us advice on what they think a dentist might need, and we also pay attention to the percent of spend, if you will, of the overall.

So, if it's only a half a percent of a dentist's supply budget, it might not be something that we're interested in adding right now. So we're trying to concentrate on things that are higher percentage of spend.

Q. Okay. So let me just break that down, if I could. So in deciding which product categories to

A. Myself in conjunction, based on this timing, with Ms. Hoogasian.

Q. And why were these other product categories added?

A. So, this is a backup, remember we have MDA Services Glove Program, and we have Association Glove Program.

So any time we add new products, we first add them to MDA, we test it on our members in Michigan.

They get added to MDA Services first, and then they come over to Association Gloves to all the others, so you're -- your time frame here of the Association Gloves's website, that's when those were added. But, my recollection would be that they were added for Michigan members some point prior to that. And I don't have any specifics on dates, either Association Gloves or MDA Services gloves, when those were added. Off the top of my head, I don't know.

Q. But you would agree that these other additional product categories were added to Association Gloves's product line in 2016 at some point?

A. Correct.

Q. And as I understand your testimony, at some point prior to that, you don't know exactly when, you

add to either the MDA Glove Program or the Association Gloves's Program, you -- you received input from the IFG committee?

A. Correct.

Q. And what kind of input did they provide to you about the product categories to add or might be added?

A. Thing -- things they're using on a regular basis, basically that they're spending money on on a regular basis.

Q. And you also tried to identify the product categories that took up a more significant percentage of a dentist's spend on products?

A. Correct.

Q. And -- and would you put the categories of products that were added first to the MDA Glove Program, and then to the Association Gloves's Program in 2016, at -- in the categories of products that dentists generally have a higher percentage of their spend on dental products on?

MR. McDONALD: Object to the form.

THE WITNESS: And remember, I said two components, one was the advice of the committee and the second was that. I would call this more of the advice of the committee, things that they felt we

Page 90

1 should get into.
 2 BY MR. MITCHELL:
 3 Q. So was the committee also telling you, look,
 4 we have a high percentage of our dental supply spend
 5 on these categories of products so see if you can --
 6 A. Not -- not necessarily, no.
 7 Q. No?
 8 A. No.
 9 Q. So how did you come up with -- strike that.
 10 How did you figure out which product
 11 categories dentists were spending a significant
 12 percentage of their spend on and decide that those
 13 would be the product categories that you'd want to
 14 add?
 15 A. We have our -- our national distributor
 16 partner, which you looked at earlier, HHS, so
 17 they're -- they're familiar with those numbers.
 18 Q. So you got insight from HHS as to these types
 19 of product categories on which dentists have a higher
 20 percentage of their dental supply spend than others?
 21 A. Well, as I mentioned previously, this initial
 22 addition was more at the direction of the committee
 23 and what they thought would be good to get into then
 24 based on percent of the spend.
 25 Q. And then -- but before you made these other

Page 91

1 product categories available to customers of
 2 Association Gloves did you receive the input from
 3 HHS?
 4 A. No.
 5 Q. Okay. That occurred later?
 6 A. Yes.
 7 Q. Did Association Gloves view the expansion of
 8 its product lines into these additional product
 9 categories as making it more attractive to potential
 10 customers?
 11 A. Yes.
 12 Q. Okay. Did Association Gloves view the
 13 expansion of its product line to these additional
 14 categories as making Association Gloves more
 15 attractive to potential endorsers?
 16 A. No.
 17 Q. That wasn't something you considered in
 18 deciding to add these additional product categories?
 19 MR. SCHULTE: Do you understand what he's
 20 asking?
 21 THE WITNESS: I think I do. But, you know,
 22 it's just the chicken and egg thing --
 23 MR. SCHULTE: Well, then if you only think --
 24 THE WITNESS: -- putting the cart before the
 25 horse thing --

Page 92

1 MR. SCHULTE: Hold on. I'm sorry, again,
 2 maybe I'm the only one sitting here who's confused by
 3 what you're -- can you rephrase the question?
 4 MR. MITCHELL: Yeah.
 5 BY MR. MITCHELL:
 6 Q. You've testified, I think, and correct me if
 7 I'm wrong, that part of the reason you wanted to add
 8 these additional product categories was to make
 9 Association Gloves more attractive to customers; is
 10 that fair?
 11 A. Correct.
 12 Q. Okay. Was part of the calculus in deciding
 13 to add these additional product categories also that
 14 it would make Association Gloves more attractive to
 15 potential endorsers like state dental associations?
 16 MR. McDONALD: Object to the form.
 17 THE WITNESS: And my answer to that would be
 18 no.
 19 BY MR. MITCHELL:
 20 Q. So that was not a factor in your decision to
 21 add these additional product categories?
 22 A. We already had 90 or 95 percent of the
 23 endorsements that we currently have prior to ever
 24 adding anything.
 25 Q. How did Association Gloves determine the

Page 93

1 prices that it would charge for these other product
 2 categories? Same answer as you've previously given?
 3 A. Yes.
 4 Q. Okay.
 5 MR. SCHULTE: How many times are we going to
 6 -- I mean, we're getting to the point where --
 7 MR. MITCHELL: Well, I need to know whether
 8 it's the same or different so I have to ask the
 9 question. Would you agree on that?
 10 MR. SCHULTE: But you could ask him that
 11 question and he could answer it once and we could
 12 save some time.
 13 BY MR. MITCHELL:
 14 Q. So the way in which Association Gloves
 15 determined the prices for these additional product
 16 categories was not different than how it determined
 17 the prices for the other product categories that it
 18 previously offered, correct?
 19 A. Correct.
 20 Q. Did Association Gloves view itself as having
 21 more competitors now that it had expanded its product
 22 line into these additional categories?
 23 A. No.
 24 Q. Has Association Gloves ever unsuccessfully
 25 attempted to add products to its product line?

Page 94

1 MR. McDONALD: Object to the form.
2 THE WITNESS: Can you be more specific on
3 that?
4 BY MR. MITCHELL:
5 Q. Sure. Have you ever tried to expand into
6 additional product categories, but were unable to do
7 so?
8 A. Yes.
9 Q. Which product categories were those?
10 A. All of the ones we eventually expanded into.
11 Q. So, before -- before you were actually able
12 to offer these additional product categories you had
13 been trying to do so?
14 MR. McDONALD: Object to the form.
15 THE WITNESS: We attempted one time to do
16 that unsuccessfully.
17 BY MR. MITCHELL:
18 Q. Can you just explain to me the circumstances
19 of that situation.
20 A. So, you know, this is a -- one of 35 programs
21 that I'm president of overlooking, so I don't have
22 all the nitty-gritty details nor recall all of the
23 acronyms, but -- and I could even have had
24 misidentified HHS. I know that's they're name,
25 Healthcare Supply Solutions. I can't recall the

Page 95

1 progression, but we had a national distributor that
2 we were getting gloves through, don't recall the
3 name, and we knew that they had other SKUs available,
4 and we had hoped to get access to them and we were
5 not able to get access to them.
6 Q. Can you recall whether the name of that
7 distributor was NDC?
8 A. That's the name, yes.
9 Q. And do you have any understanding of why you
10 were unable to expand your product line through NDC?
11 MR. McDONALD: Object to form.
12 THE WITNESS: I don't have any direct
13 understanding of why, no.
14 BY MR. MITCHELL:
15 Q. Were you involved in trying to expand the
16 product line through NDC?
17 A. Marginally involved, yes.
18 Q. Who else from Association Gloves --
19 A. Mr. Zwick.
20 Q. -- was involved?
21 Okay. Do you have any understanding of why
22 that didn't work out, why you were unable to expand
23 your product line with NDC?
24 A. I don't --
25 MR. McDONALD: Object to the form.

Page 96

1 THE WITNESS: I don't have any direct
2 knowledge of why.
3 BY MR. MITCHELL:
4 Q. I'd like to direct your attention back to
5 Exhibit 944, which was the Association Gloves website
6 printout from December 2016. Again, Exhibit 944.
7 And if you could just have 944 and 951 out together
8 side-by-side, please.
9 Do you have those documents in front of you?
10 A. I do.
11 Q. Okay. So looking at 944, which was the --
12 well, strike that.
13 Looking at 951, I'm sorry, which is the
14 March 2016 website version we were just looking at.
15 A. Uh-huh.
16 Q. And these additional product categories were
17 barrier film, bibs, cotton tip applicators, drinking
18 cups, gauze and cotton rolls and sterilization
19 pouches, right?
20 A. Uh-huh.
21 Q. And then in December of '16 website there's
22 been a change in the identification of the product
23 categories on the web -- on the web page.
24 Do you see that?
25 A. I do.

Page 97

1 Q. It now says, "Gloves, masks, hygiene,
2 infection control and disposables"?
3 A. Uh-huh.
4 Q. Did that change represent a change in the
5 products that Association Gloves was selling or was
6 it just a change in the way the products were
7 organized into categories?
8 MR. McDONALD: Object to the form.
9 THE WITNESS: I believe it reflects both.
10 BY MR. MITCHELL:
11 Q. And why do you say that?
12 A. We continued to add other products beyond the
13 six that are listed on the March 2016, but as we
14 added more products you can't just keep making the
15 list longer, so we've created some new categories to
16 go along with it.
17 Q. And why did you add these new categories?
18 A. The new products.
19 Q. I'm sorry.
20 A. I just explained why we added the categories.
21 Q. I'm sorry, I misstated my question.
22 What was the purpose of changing the
23 categories in December of 2016, was it to make the
24 website easier to navigate for customers?
25 A. Yeah, make it user-friendly.

Page 98

1 Q. Okay. If I could direct you to the second
2 page of 944, the back page.

3 MR. McDONALD: Can you pause for a second.

4 BY MR. MITCHELL:

5 Q. So are you on the second page of Exhibit 944
6 there?

7 A. Yes.

8 Q. And there's a callout there on that page of
9 the brands that are offered by Association Gloves in
10 December of 2016.

11 Do you see that?

12 A. I do.

13 Q. Kimberly-Clark is not on that list, is it?

14 A. I don't see it.

15 Q. Do you know why Kimberly-Clark -- or strike
16 that.

17 Do you know why Association Gloves stopped
18 selling Kimberly-Clark products?

19 MR. McDONALD: Object to the form.

20 THE WITNESS: I don't know for sure that we
21 did.

22 BY MR. MITCHELL:

23 Q. As you sit here today, you don't know whether
24 Association Gloves stopped selling Kimberly-Clark
25 products at some point?

Page 100

1 forgot the acronym yet again, but we weren't able to
2 expand our products with them.

3 BY MR. MITCHELL:

4 Q. So I think you testified earlier that that
5 -- that supplier was NDC; is that right?

6 A. NDC, right.

7 Q. At the time was -- was Association Gloves
8 selling gloves from NDC?

9 A. Yes.

10 Q. And you tried to expand their product line
11 with NDC; is that right?

12 A. Correct.

13 Q. And they didn't want to do that?

14 A. Correct.

15 Q. And you don't know why?

16 A. No.

17 Q. Did NDC tell you that they wanted Association
18 Gloves to stop selling gloves from NDC?

19 A. No.

20 Q. NDC didn't completely cut you off, did they?

21 A. No.

22 Q. They just didn't want to expand the product
23 line?

24 A. Correct.

25 Q. Can you identify for me, other than -- we

Page 99

1 A. I do not.

2 Q. Do you have any understanding of why, if
3 Association Gloves sold Kimberly-Clark products they
4 would not appear as one of the brands on Association
5 Gloves's website?

6 A. Well, as I mentioned earlier, they're not a
7 high volume, so if my web creator was focusing on
8 things we're selling a lot of probably. If we still
9 sell it, which I don't know.

10 Q. Okay. Are there -- are there particular
11 brands that Association Gloves offers for sale that
12 are not listed on its website, that you know of?

13 A. Listed on the website, versus highlighted on
14 the home page? I can't answer that.

15 Q. Has Association Gloves ever had any of its
16 manufacturers indicate that they would prefer for
17 Association Gloves not to sell that manufacturer's
18 products?

19 A. No.

20 Q. Has Association Gloves ever had any of its
21 distributor partners indicate that they would prefer
22 for Association Gloves not to sell the distributor's
23 products?

24 MR. McDONALD: Object to the form.

25 THE WITNESS: As I indicated earlier, I

Page 101

1 have talked about at least two today, NDC and HHS,
2 any other distributors from whom Association Gloves
3 sources its products?

4 A. No other master distributors.

5 Q. What was the word you used, mask?

6 A. Master or high SKU distributors. We have
7 relationships, as we've discussed, directly with some
8 of the companies, so we don't get MicroFlex gloves
9 from HHS we get them from MicroFlex.

10 Q. Did I understand you correctly to refer to
11 HHS and NDC as master distributors?

12 A. A word I just made up.

13 Q. Okay. And can you just explain to me what
14 you meant by that?

15 A. I meant that they carry many different SKUs
16 versus a company like MicroFlex that only is carrying
17 gloves, or it could be the same thing where we only
18 source specific products versus some -- a warehouse
19 with lots of different products.

20 Q. Does Association Gloves offer free shipping
21 on non-rush orders?

22 A. Yes.

23 Q. Has that always been the case?

24 A. No.

25 Q. When did it start doing that?

1 A. I can't tell you exactly.

2 Q. For -- for when Association Gloves offer free
3 shipping, who incurs the associated shipping costs,
4 do you know?

5 A. Association Gloves.

6 Q. Has Association Gloves experienced any
7 complaints from customers regarding delays in
8 shipping?

9 A. I'm sure at some point something didn't get
10 somewhere as quickly as someone would have liked, but
11 nothing on a regular basis.

12 Q. Can you recall any instances in which
13 customers complained about receiving the wrong
14 products from Association Gloves?

15 A. No.

16 Q. Are there any types of complaints from
17 customers about Association Gloves that you do
18 regularly get?

19 A. No.

20 Q. You talked a moment ago about -- and I'm not
21 going to hold you to this term "master distributors",
22 but you mentioned that HHS and NDC are distributors
23 who offer a wide range of products; is that right?

24 A. Correct.

25 Q. Are there other distributors that Association

1 Gloves uses as a supplier, that don't offer that same
2 wide range of products?

3 A. More narrowly focused distributors or
4 manufacturers. Like I mentioned earlier, I'm not
5 even clear whether MicroFlex is a distributor or
6 manufacturer.

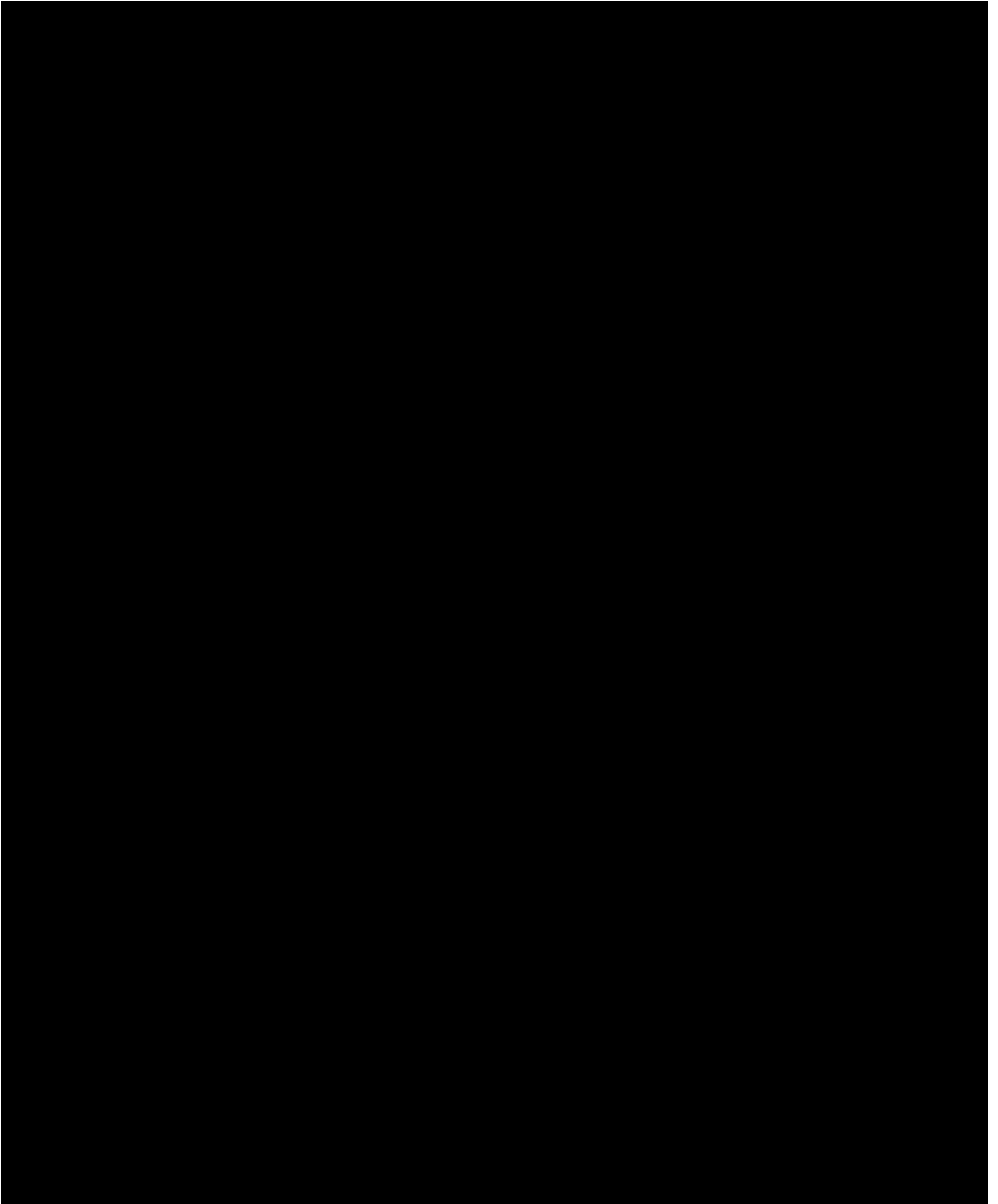
7 Q. Can you identify for me, sitting here today,
8 any other distributors from whom Association Gloves
9 sources products?

10 A. No.

11 Q. In your experience in using HHS and NDC, have
12 you found them to be a better distributor of products
13 to Association Gloves than the other distributors or
14 manufacturers that Association Gloves uses?

15 MR. McDONALD: Object to the form.

16 THE WITNESS: Well, HHS was better than NDC
17 because they allowed us, as I mentioned previously,
18 to access additional product.



(Deposition Exhibit No. 953 was marked for identification.)

MR. MITCHELL: This is going to be tricky. Goes right there.

BY MR. MITCHELL:

Q. The Court Reporter is handing you what's been marked Exhibit 953, which is a newsletter from the Michigan -- from MDA Insurance and MDA Services from June 2007. Do you have that document in front of you?

A. I do.

Q. And as you testified earlier, MDA Insurance and MDA Services is the entity that's in charge of the Michigan Dental Association's endorsement program, correct?

A. Well, again, MDA Insurance and MDA Services are just d/b/a's of MDA Insurance and Financial Group, that's the entity that's responsible.

Q. And that's the entity that we refer to as IFG?

A. IFG, correct.

Q. Thank you.

A. Yep.

Q. The -- I want to direct your attention to the

A. Yes.

Q. Okay. Do you know what percentage of practicing dentists in Michigan are Michigan Dental Association members?

A. Not exactly.

Q. Can you approximate that for me?

A. Somewhere between 75 and 80 percent.

Q. Do you have any knowledge of how that percentage compares to the membership of other state dental associations?

A. I think we're a top performer. Not the top, but a top.

Q. Do you know who is the top performer?

A. I don't.

Q. So how do you know that -- or do you know that MDA is not the top performer?

MR. McDONALD: Object to the form.

THE WITNESS: I'm pretty sure they're not.

BY MR. MITCHELL:

Q. How many dental associations has -- strike that.

How many state dental associations has Association Gloves approached about getting endorsements?

A. I suppose in one shape, form or other all 50.

first page there that relates to the glove program where it says, "New MDA Services Glove Program."

Do you see that?

A. Yes.

Q. And the first sentence there says, "We are thrilled to introduce the new MDA Services Glove Program." Does that refer to the program that subsequently became known as Association Gloves?

A. Well, as I indicated, it's still known as the MDA Services Glove Program in Michigan.

Q. So, the MDA Glove Program in Michigan, is it correct that it was announced to Michigan Dental Association members in June of 2007?

A. Being prompted by this document, it looks that way.

Q. Would you consider this announcement to constitute the Michigan Dental Association's endorsement of the MDA Glove Program?

MR. McDONALD: Object to the form.

THE WITNESS: I don't see the word "endorsed" in there anywhere.

BY MR. MITCHELL:

Q. Do you consider the MDA Glove Program to be an endorsed program by the Michigan Dental Association?

Q. Have any of those states refused to endorse Association Gloves upon being asked by Association Gloves for their endorsement?

A. I don't know if refused is the right word. Declined, yeah, more than half of them.

Q. And can you identify for me what reasons those state dental associations that have declined, gave you for doing so?

MR. McDONALD: Object to the form.

THE WITNESS: They don't -- they don't share their reasoning with me.

BY MR. MITCHELL:

Q. And in what ways has Association Gloves approached state dental associations with whom it does not have an endorsement about endorsing Association Gloves?

A. I would say several different ways.

Q. Can you describe those for me?

A. Personal meetings, mailings, group meetings.

Q. And have you employed all of those ways in seeking the endorsement of state dental associations who have declined to endorse Association Gloves when you've asked them?

A. Not every way for every state. But, at least one way for every state.

1 Q. Can you put a number on the number of state
2 dental associations that have declined a request for
3 endorsement of Association Gloves?

4 A. High 20s.

5 Q. Is there a typical process by which
6 Association Gloves goes about trying to get an
7 endorsement of a state dental association?

8 A. Again, there are three or four different ways
9 that we approach it.

10 Q. One of those you mentioned was in-person
11 meetings?

12 A. Uh-huh.

13 Q. And would you -- would you make a
14 presentation to the state dental association about
15 Association Gloves in those in-person meetings?

16 A. Most of the time it would be just a staff
17 person, not the whole association, but an executive
18 director, or a for-profit employee like myself at a
19 corresponding dental association.

20 Q. So in addition to the in-person meetings of
21 the type you just described you've also made phone
22 calls to state dental associations about seeking
23 their endorsement?

24 A. Typically not a cold phone call, someone who
25 expressed interest already through one of the other

1 channels.

2 Q. Does Association Gloves use contacts that it
3 has with other state dental associations, including
4 those that have endorsed Association Gloves, in
5 trying to get other state dental associations to
6 endorse Association Gloves?

7 MR. McDONALD: Object to the form.

8 THE WITNESS: Can you rephrase that or
9 make --

10 BY MR. MITCHELL:

11 Q. Sure.

12 A. -- it more clear?

13 Q. Sure. So there are state dental associations
14 with whom -- who have endorsed Association Gloves.
15 In trying to get other states, have you used your
16 contacts at those dental associations who have
17 endorsed you for introductions --

18 A. No.

19 Q. -- or any other means --

20 A. No.

21 Q. -- to connect with the other dental
22 associations with whom you do not have an
23 endorsement?

24 A. Sorry for interrupting. No.

25 Q. With regard to state dental associations that

1 have endorsed Association Gloves, is there -- is
2 there a time lag between the time when Association
3 Gloves approaches that dental association, and when
4 the dental association issues the endorsement?

5 MR. McDONALD: Object to the form.

6 THE WITNESS: Yeah.

7 BY MR. MITCHELL:

8 Q. And how long does that typically take?

9 A. You've got the list there, so we started this
10 in April of 2008, right, Virginia was the early
11 adaptor and every date you see beyond that is how
12 long it took someone to get around it finally. So it
13 could be years and years and years before you get an
14 endorsement. Typically it's never an immediate
15 situation. You have to build trust.

16 Q. And how do you try to do that; how do you try
17 to build the trust?

18 A. Personal relationships with the -- the
19 representatives at the other dental association,
20 explaining our processes and procedures, our 22-year
21 track record of running a successful organization.

22 (Deposition Exhibit No. 954 was marked for
23 identification.)

24 BY MR. MITCHELL:

25 Q. Like to hand you what's been marked as

1 Exhibit 954, which is a printout from the news press
2 section of the Association Gloves's website. Titled
3 "Association Gloves's Timeline."

4 Do you recognize this document?

5 A. I don't.

6 Q. Do you recognize this timeline from the
7 Association Gloves's website?

8 A. If you're asking if I'm out on the website
9 recognizing this, no. I don't recognize it from the
10 website. I see that you've documented that's where
11 it came from. And I don't dispute the accuracy of
12 it.

13 Q. So would you agree that this shows the timing
14 of Association Gloves's endorsements up through
15 September of 2012?

16 A. Correct.

17 Q. How soon after the Michigan announcement in
18 June 2007 of the Michigan glove program, did
19 Association Gloves begin trying to get endorsements
20 from other state dental associations?

21 A. Probably started again, I have no direct
22 recollection, but probably early '08.

23 Q. Looking at this timeline, Association Gloves
24 received two endorsements in 2008 from Virginia and
25 North Carolina, correct?

Page 118

Page 120

1 A. Yes. That's what the timeline indicates.
 2 Q. And that it received another six endorsements
 3 from state dental associations in 2009; is that
 4 right?
 5 A. One, two, three, four -- I got seven there.
 6 Q. Well the -- the one in December of 2009 is
 7 the Michigan Academy of Family Physicians, right?
 8 A. Oh, right. Got you. Seven -- six dental
 9 associations, correct.
 10 Q. Is there any reason why Association Gloves
 11 was so much more successful in gaining additional
 12 endorsements in 2009 as compared to 2008?
 13 MR. McDONALD: Object to the form.
 14 THE WITNESS: I -- I can't -- I could only
 15 speculate why that was and I would just say that it
 16 takes time for people to make decisions.
 17 BY MR. MITCHELL:
 18 Q. Looking again at the timeline, there are two
 19 endorsements in 2010 by Delaware and Tennessee; is
 20 that right?
 21 A. Correct.
 22 Q. And then one in -- one by Oklahoma in 2011;
 23 is that right?
 24 A. Yep.
 25 Q. Did Association Gloves efforts to get

1 A. It does.
 2 Q. How does Association Gloves -- strike that.
 3 How did Association Gloves go about receiving
 4 endorsements from these other organizations?
 5 A. No different than getting a dental
 6 association, you work your -- your contacts and
 7 direct mail, in-person meetings, all things we
 8 discussed earlier.
 9 Q. Was -- was -- strike that.
 10 Were you focusing some of the marketing
 11 efforts of Association Gloves on non-state dental
 12 association organizations at this time?
 13 A. Not really, no. These were organizations we
 14 had relationships with for other reasons that just
 15 kind of naturally fit in.
 16 Q. How much of Association Gloves's total sales
 17 today, if you know, do members of these non-dental
 18 association organizations account for?
 19 A. Very small.
 20 Q. Very small?
 21 A. Yes.
 22 Q. Can you approximate the percentage of that?
 23 A. Less than 5 percent.
 24 MR. MITCHELL: Let's go off the record.
 25 VIDEO TECHNICIAN: Time is now 1:01 p.m. We

Page 119

Page 121

1 additional endorsements from state dental
 2 associations slow down in the years after 2009?
 3 A. Not at all.
 4 Q. That being the case, do you know of why
 5 SourceOne was unable to get more than the couple of
 6 endorsements that are listed here?
 7 MR. SCHULTE: SourceOne or Association
 8 Dental?
 9 MR. MITCHELL: I'm sorry. Thank you.
 10 BY MR. MITCHELL:
 11 Q. After 2009, notwithstanding its not having
 12 decreased its efforts to get additional states
 13 endorsements, do you know why it was unsuccessful in
 14 doing so?
 15 MR. McDONALD: Object to the form.
 16 THE WITNESS: I didn't look at it as
 17 unsuccessful, it looks like we're getting a few every
 18 year to me.
 19 BY MR. MITCHELL:
 20 Q. But there were certainly fewer than there
 21 were in 2009, correct?
 22 A. Correct.
 23 Q. The timeline shows endorsements of
 24 Association Gloves by organizations other than state
 25 dental associations; is that right?

1 are going off the record.
 2 (Back on the record at 1:01 p.m.)
 3 (Deposition Exhibit No. 955 was marked for
 4 identification.)
 5 VIDEO TECHNICIAN: The time is now 1:52 p.m.
 6 We are back on the record.
 7 (Back on the record at 1:52 p.m.)
 8 BY MR. MITCHELL:
 9 Q. Welcome back, Mr. Start. The Reporter has
 10 handed you a document that I marked Exhibit 955,
 11 which is a printout from the Association Gloves's
 12 website about a section from January 2017. Do you
 13 have that document in front of you?
 14 A. Yes.
 15 Q. Okay. And this document lists -- has a
 16 section on it called "Professional Association
 17 Endorsements."
 18 Do you see that?
 19 A. I do.
 20 Q. And that, if I could ask you to just pull out
 21 Exhibit 954, the previous one, the timeline.
 22 Okay. So, looking at the 954 and 955
 23 side-by-side, all of the state dental associations
 24 that are that are listed on 954 appear in Exhibit 955
 25 or the list in Exhibit 955. But there are some

1 additional ones that are identified in 955 and I just
2 want to identify those.

3 Do you see the Illinois State Dental Society
4 on Exhibit 955?

5 A. Yes.

6 Q. And the Michigan -- excuse me, the 9th
7 District Dental Association, New York. Do you see
8 that?

9 A. Yes.

10 Q. And the Wisconsin Dental Association? Bottom
11 right-hand corner.

12 A. Yes, I see that.

13 Q. Is it true that all of those organizations
14 endorsed Association Gloves subsequent to the
15 timeline in Exhibit 954?

16 MR. SCHULTE: I'm sorry, can we -- you said
17 the 9th?

18 THE WITNESS: 9th district in New York.

19 MR. SCHULTE: Where -- where is --

20 MR. MITCHELL: It's right above --

21 MR. SCHULTE: Oh, there I see it. I got it.
22 Okay. Sorry.

23 BY MR. MITCHELL:

24 Q. Okay. Yeah, so we've identified the Illinois
25 State Dental Society, the 9th District Dental

1 Q. Has the -- strike that.

2 It is true that the Kansas Dental Association
3 has also endorsed Association Gloves, correct?

4 A. Yes.

5 Q. Do you know when that occurred,
6 approximately?

7 A. Not specifically, no.

8 Q. Has it occurred within the last year or so?

9 A. Last two years.

10 Q. Okay. Is it true that the Pennsylvania
11 Dental Association has endorsed Association Gloves?

12 A. Yes.

13 Q. And can you recall approximately when that
14 occurred?

15 A. Again, not specifically, but somewhere in the
16 last couple of years, yep.

17 Q. And then Nebraska Dental Association has
18 endorsed Association Gloves, correct?

19 A. Yes.

20 Q. And do you know when that occurred?

21 A. Again, not specifically.

22 Q. Would it be in the last year or two?

23 A. Yes.

24 Q. And the Kentucky Dental Association has also
25 endorsed Association Gloves, correct?

1 Association of New York and the Wisconsin Dental
2 Association, correct?

3 A. Correct.

4 Q. And is it true that all of those dental
5 associations endorsed Association Gloves subsequent
6 to September 2012?

7 A. The 9th District New York I'm not positive
8 on. The other two, yes.

9 Q. But all of those organizations have endorsed
10 Association Gloves, correct?

11 A. Correct.

12 Q. Association Gloves has received the
13 endorsement of some additional associations that are
14 not listed here such as the Ohio Dental Association;
15 is that right?

16 A. Ohio's, yes.

17 Q. And do you know when the Ohio Dental
18 Association endorsed Association Gloves?

19 A. Not specifically, but somewhere in the last
20 year and a half.

21 Q. Is there any particular reason why they're
22 not listed on the --

23 A. I couldn't tell you.

24 Q. -- this section of the website?

25 A. We don't update it every day.

1 A. Yes.

2 Q. And do you know approximately when that
3 occurred?

4 A. Very recently.

5 Q. In the last year or two?

6 A. Last year.

7 Q. Sitting here today, can you tell me, if you
8 can, the number of state -- state dental associations
9 that have endorsed Association Gloves?

10 A. Low 20s.

11 Q. Is Association Gloves currently seeking the
12 endorsement of other state dental associations?

13 A. We're always looking to pick up additional
14 states when possible, but we're running out of good
15 prospects.

16 Q. And why do you say that?

17 A. Some dental associations just don't endorse
18 things.

19 Q. Do you think Association Gloves has the
20 potential to be endorsed by additional state dental
21 associations?

22 MR. McDONALD: Object to the form.

23 THE WITNESS: Potentially.

24 BY MR. MITCHELL:

25 Q. And could you approximate the number of

1 additional state dental associations that you think
2 Association Gloves has the potential to be endorsed
3 by?

4 MR. McDONALD: Object to the form.

5 THE WITNESS: I cannot.

6 BY MR. MITCHELL:

7 Q. You said that some state dental associations
8 don't endorse things; is that right?

9 A. Correct.

10 Q. Can you approximate for me the number of such
11 state dental associations that you're aware of?

12 A. So, when I say don't endorse things, I might
13 add the word "many" in front of it. They don't
14 endorse many things, or very many things.

15 Q. Can you identify by name any state dental
16 association that has told you they will not endorse
17 Association Gloves to sell dental supplies under any
18 circumstance?

19 A. I think when you say "under any
20 circumstances", no.

21 Q. In -- when -- strike that.

22 When Association Gloves is seeking the
23 endorsement of state dental associations, what does
24 Association Gloves tell those state dental
25 associations about the benefits of endorsing

1 into very much, nope.

2 BY MR. MITCHELL:

3 Q. Does the Michigan Dental Association believe
4 that its -- the MDA Glove Program is a way to
5 increase or -- membership in the Michigan Dental
6 Association?

7 MR. McDONALD: Object to the form.

8 THE WITNESS: I do not think people join just
9 for the supply program. I think it could enhance
10 their reason for joining or rejoining or re-upping
11 every year.

12 BY MR. MITCHELL:

13 Q. Isn't it true that part of the reason for
14 offering programs like the glove program and other
15 programs to Michigan Dental Association members is by
16 offering those programs to the members is to try to
17 entice additional people to join the Michigan Dental
18 Association; is that fair?

19 MR. McDONALD: Object to the form.

20 THE WITNESS: I'm not sure what you're
21 driving at. I answered previously that I feel that
22 it enhances people's desire to join, or their -- or
23 their desire to renew their membership.

24 BY MR. MITCHELL:

25 Q. In your experience in dealing with state

1 Association Gloves?

2 A. Basically, like I mentioned earlier, the
3 number one goal of the program is to save their
4 members money on dental supplies they need in their
5 practice every day. Secondly, the royalty you
6 mentioned earlier.

7 Q. And by "royalty", you mean increased revenues
8 for that state dental association?

9 A. Well, I presume it's an increase. Anything
10 more than zero would be an increase, right?

11 Q. Right. But those -- but those royalties
12 would be monies paid to the state dental association
13 for endorsing Association Gloves, right?

14 A. It's not paid to them for endorsing us, no.

15 Q. But as part of the endorsement of Association
16 Gloves and Association Gloves selling supplies to
17 their members, the state dental association would
18 receive some royalties from that, correct?

19 A. Yes.

20 Q. Does Association Gloves try to promote to
21 state dental associations that endorsing Association
22 Gloves may be a way to increase membership in that
23 state dental association?

24 MR. McDONALD: Object to the form.

25 THE WITNESS: Not -- not something we get

1 dental associations, who have endorsed Association
2 Gloves, have any of those state dental associations
3 ever explained to you why they don't themselves offer
4 their own program to sell gloves or supplies?

5 A. They have not explained that to me.

6 Q. Is the endorsement of a state dental
7 association a valuable way for Association Gloves to
8 promote itself?

9 MR. McDONALD: Object to the form.

10 THE WITNESS: That's the business model that
11 we use.

12 BY MR. MITCHELL:

13 Q. And that's why you list on the Association
14 Gloves's website, the endorsements that Association
15 Gloves has, correct?

16 A. I think it's there so that people from those
17 states will realize that this program has been
18 reviewed and approved by their boards.

19 Q. And that's a way to promote Association
20 Gloves --

21 MR. McDONALD: Object to the form.

22 BY MR. MITCHELL:

23 Q. -- correct?

24 MR. McDONALD: Object to the form.

25 THE WITNESS: Yeah.

1 BY MR. MITCHELL:

2 Q. In your dealings with state dental
3 associations, do they consider the endorsement by
4 other state dental associations in considering
5 whether to endorse Association Gloves?

6 MR. McDONALD: Object to the form.

7 THE WITNESS: Can't speak for them.

8 BY MR. MITCHELL:

9 Q. So in your dealings with state dental
10 associations you've never had occasion where someone
11 from that dental association has asked you or
12 expressed interest or positive views about the fact
13 that Association Gloves has endorsed -- been endorsed
14 by other state dental associations?

15 MR. McDONALD: Object to the form.

16 THE WITNESS: I don't have any specific
17 information to share on that.

18 BY MR. MITCHELL:

19 Q. In your experience at the Michigan -- strike
20 that.

21 In your experience with the Michigan Dental
22 Association, does the Michigan Dental Association
23 look to see what kinds of companies other state
24 dental associations have endorsed in considering
25 whether to endorse a program?

1 MR. McDONALD: Object to the form.

2 THE WITNESS: We consider ourselves leaders,
3 not followers.

4 BY MR. MITCHELL:

5 Q. So it's your testimony that Michigan does not
6 do that?

7 A. I would say that 90 percent of the programs
8 that we do, we're the first ones in them.

9 (Deposition Exhibit No. 956 was marked for
10 identification.)

11 BY MR. MITCHELL:

12 Q. I'd like -- the Court Reporter has handed you
13 what's been marked Exhibit 256 (sic).

14 MR. SCHULTE: 956.

15 MR. MITCHELL: I'm sorry, 259 (sic)?

16 THE WITNESS: 956.

17 MR. SCHULTE: 956.

18 MR. MITCHELL: I apologize, 956. Long couple
19 days.

20 BY MR. MITCHELL:

21 Q. 956. Do you have Exhibit 956 in front of
22 you, Mr. Start?

23 A. Yes, I do.

24 Q. And this -- do you recognize this document?

25 A. Yes.

1 Q. And what do you recognize this document to
2 be?

3 A. A general outline of the ADA's annual
4 management conference.

5 Q. I want to direct your attention down to the
6 middle of this page, of this agenda, on agenda item
7 on Tuesday, July 19th that says, "The 29th Annual
8 For-Profit Subsidiary Meeting/Lunch."

9 Do you see that?

10 A. I do.

11 Q. Are you familiar with that meeting?

12 A. I am.

13 Q. And what is that meeting?

14 A. It's just exactly what it says there, it's a
15 meeting of people who are involved in for-profit
16 subsidiaries of dental associations.

17 Q. And do you typically attend that meeting?

18 A. I do.

19 Q. And is it -- it's an annual meeting, correct?

20 A. It is.

21 Q. Would you agree that that meeting
22 is -- presents a good opportunity for a company that
23 wants to be endorsed by state dental associations to
24 seek those dental associations's endorsements?

25 A. Not -- not -- no, not the way you just worded

1 it, no.

2 Q. That meeting is attended by all of the -- or
3 strike that.

4 That meeting is typically attended by many of
5 the for-profit subsidiaries of state dental
6 associations, correct?

7 A. Correct.

8 Q. And do companies that are seeking endorsement
9 of those state dental associations sometimes present
10 at those meetings?

11 A. Yes.

12 Q. Okay. Has Association Gloves ever been
13 invited to participate or present at the ADA's annual
14 for-profit subsidiary meeting?

15 A. We have never done a formal presentation, no.

16 Q. What about informally?

17 A. Yes.

18 Q. And what do you mean by that?

19 A. So, I would call a formal presentation a
20 PowerPoint, a half hour to an hour-long presentation,
21 whereas what I have done at those meetings in the
22 past is a ten-minute sidebar update, no PowerPoint,
23 no slides, on what Association Gloves is up to.

24 Q. And do you try to do that at all of the
25 for-profit subsidiary meets that you attend?

1 A. Not every time. It gets redundant after a
2 while.

3 Q. And do you -- and do you try to pull specific
4 state dental association representatives aside for
5 that -- for that conversation? Or are you presenting
6 at the whole room?

7 A. So you're talking about the meeting, that's
8 the whole room.

9 Q. Okay. So, the instances that you just
10 described in which you try to have these sidebars, is
11 that in front of the whole room?

12 A. I didn't describe trying to have sidebars,
13 you did.

14 Q. Oh, I thought -- I'm sorry, I thought you
15 used the words --

16 A. I said it was in front of the whole room that
17 I was doing those presentations. Because you were
18 specifically asking about the meeting, the meeting is
19 the whole room. So that's what I'm talking to, the
20 whole room.

21 Q. Okay. So you've made these informal
22 presentations. I understand it's not a PowerPoint,
23 but you've just gotten in front of the whole room,
24 all the people who were there, and talked about
25 Association Gloves?

1 revenues?

2 A. I don't know that off the top of my head.

3 Q. Can you approximate that for me?

4 A. No, I can't.

5 Q. Has that percentage of Association Gloves's
6 sales attributable to Michigan Dental Association
7 members changed over time?

8 A. Well, naturally it has, because it was a
9 hundred percent when you look at your timeline at one
10 point, and as we've added more states then naturally
11 the percentage continues to decrease then.

12 Q. Are revenues from the sales through the
13 Michigan glove program, are those included within
14 what you consider to be Association Gloves's
15 revenues?

16 A. Yes.

17 Q. After Association Gloves receives a new state
18 dental association endorsement, how soon does it
19 typically begin receiving orders from dentists in
20 that state?

21 MR. McDONALD: Object to the form.

22 THE WITNESS: It's totally dependent on how
23 quickly the endorsing state gets their act together
24 on the marketing with us.

25 BY MR. MITCHELL:

1 A. Not in front of them. It's a round table,
2 I'm just sitting in my seat.

3 Q. Okay. How many times have you done that?

4 A. Don't -- I have no idea.

5 Q. When was the last time you did it?

6 A. I don't know.

7 Q. Can you recall the first time you did it?

8 A. Nope. Been to 22 of those meetings, they all
9 blur together.

10 Q. Are there particular states that have
11 endorsed Association Gloves that account for the
12 majority of Association Gloves's sales?

13 MR. McDONALD: Object to the form.

14 THE WITNESS: Nobody accounts for the
15 majority, no.

16 BY MR. MITCHELL:

17 Q. What portion of Association Gloves's sales go
18 to Michigan Dental Association -- strike that.

19 Does any portion of Association Gloves's
20 revenues go -- strike that.

21 Does any portion of Association Gloves's
22 sales come from sales made to Michigan Dental
23 Association members?

24 A. Yes.

25 Q. Okay. What portion of Association Gloves's

1 Q. Can you just describe briefly what you mean
2 by that?

3 A. So some states are slow, might take six
4 months from when you endorse them to even get
5 something done. Other states are "Let's get this
6 going next week."

7 Q. Can you --

8 A. Every state is different, and many of the
9 states don't do endorsements or do very few of them.
10 Those states are not very helpful, really, in
11 marketing, those are harder to get the endorsement
12 and harder to get launched and longer until you get
13 your first sale.

14 Q. Can you -- can you identify for me just an
15 example of a state in which it took a long time after
16 the endorsement to make a sale to a --

17 A. I have no clue.

18 Q. -- member of that state dental association?

19 A. I have no clue. I don't keep track of that.

20 Q. Does Association Gloves try to figure out
21 what percentage of dental association members in the
22 states that have endorsed Association Gloves
23 typically end up purchasing through Association
24 Gloves?

25 A. We've made some attempts, but it's virtually

1 impossible to calculate.

2 Q. And how have you attempted to do that?

3 A. Well, we know how many people are buying, so
4 we always know the numerator, but we don't know the
5 denominator, that's the problem.

6 Q. And what is the denominator?

7 A. The -- you know, the problem is is that every
8 state has X amount of dentists, but they have X minus
9 some amount of dental practices. And so, we only
10 know how many dentists there are, not how many
11 practices there are in each state. And so, if a
12 practice is buying from us, it could represent 1
13 dentist or 100 dentists, we have no clue.

14 Q. So you've attempted to try to figure out what
15 percentage of a state dental association members in
16 the states that have endorsed Association Gloves --

17 A. We have attempted various --

18 Q. -- typically end up purchasing, but you
19 haven't been able to do that?

20 A. Correct.

21 Q. Do you have sufficient information to
22 estimate for any specific state what that percentage
23 might be?

24 A. I haven't found a state yet, including
25 Michigan, that seems to understand how many practices

1 there are in their state. They only know how many
2 dentists there are in their state.

3 Q. Once a state dental association endorses
4 Association Gloves, does the number of dentists in
5 that dental association who purchase from Association
6 Gloves typically increase over time?

7 MR. McDONALD: Object to the form.

8 THE WITNESS: We don't market to states that
9 don't endorse us, so since every state starts at zero
10 it has to increase, yes.

11 BY MR. MITCHELL:

12 Q. Does the number of dentists who purchase
13 through or from Association Gloves in a state that
14 has endorsed Association Gloves, has that ever
15 decreased?

16 MR. McDONALD: Object to the form.

17 THE WITNESS: I don't know that off the top
18 of my head.

19 BY MR. MITCHELL:

20 Q. You're not aware of it ever having done so?

21 MR. McDONALD: Object to the form.

22 THE WITNESS: Not off -- I'm not aware -- the
23 big picture, I know that we do lose customers from
24 time to time.

25 BY MR. MITCHELL:

1 Q. Once Association Gloves receives an
2 endorsement from a state dental association, does its
3 total sales to members of that dental association
4 increase over time?

5 A. Like I just mentioned, every state starts at
6 zero so it has to increase from -- because you're
7 starting at zero your first sales increase.

8 Q. Does it tend to level off over time?

9 MR. McDONALD: Object to the form.

10 THE WITNESS: I would say, again, that -- I'd
11 just be speculating. I haven't really reviewed that.

12 BY MR. MITCHELL:

13 Q. How about specific to Michigan, presumably
14 there was an increase in the total sales through
15 association -- through the MDA Glove Program after
16 that started, right?

17 A. Again, it started at zero, so naturally it's
18 increased, right.

19 Q. And then at some point did it level off or
20 flatten out?

21 A. I don't know that off the top of my head.

22 Q. Based on your experience, when a customer
23 begins purchasing through Association Gloves, does
24 the amount that dentist purchases through Association
25 Gloves increase over time?

1 MR. McDONALD: Object to the form.

2 THE WITNESS: I don't know that either.

3 BY MR. MITCHELL:

4 Q. It's not something you track?

5 A. No.

6 Q. So you don't keep track of a customer's
7 purchases over time to see whether they're increasing
8 or decreasing?

9 A. Correct.

10 Q. Does Association Gloves sell to dentists who
11 do not belong to dental associations that have
12 endorsed Association Gloves?

13 A. As I mentioned earlier, we don't market to
14 anybody but states that have endorsed us. If someone
15 went out on the Internet and wandered their way in,
16 and they were from a state that is a non-endorsing
17 state, we would sell to them.

18 Q. For a customer in that situation, can that
19 customer get the same prices that are available to
20 the members of dental associations who have endorsed
21 Association Gloves?

22 A. In an endorsing state, no. In a
23 non-endorsing state, the random person who wandered
24 in could get the same rate.

25 Q. Could get the same rate as -- as customers in

1 a state that has endorsed SourceOne -- I mean, that
2 has endorsed Association Gloves?

3 MR. SCHULTE: Do you understand what's
4 being -- can you --

5 THE WITNESS: I think I understand.

6 BY MR. MITCHELL:

7 Q. Sure. I'm just -- I'm trying to figure out,
8 for customers in states that have not endorsed
9 Association Gloves --

10 A. Right.

11 Q. -- they wander into Association Gloves,
12 right?

13 A. Which we're talking about like less than ten
14 people here.

15 Q. Okay.

16 MR. SCHULTE: Let's just wait for the -- wait
17 for the question.

18 THE WITNESS: All right.

19 BY MR. MITCHELL:

20 Q. But they can -- they can -- they can wander
21 into the Association Gloves website and make a
22 purchase, correct?

23 A. Anybody could. You could.

24 Q. Okay. Are the prices that are available to
25 me, if I were to do that, are they different in any

1 way from the prices a customer who is a member of a
2 state dental association that has endorsed
3 Association Gloves could get?

4 A. I think I answered this already, that if it's
5 an endorsing state they can't get it at that price.
6 But if it's a non-endorsing state or just some random
7 person who wants to buy gloves then they can get the
8 price that's on the website.

9 Q. So if I'm a member of a state dental
10 association that has endorsed Association Gloves, I
11 can get a lower price --

12 A. Than --

13 Q. -- if I purchase through Association Gloves
14 than someone who just wanders into the website?

15 MR. McDONALD: Object to the form.

16 BY MR. MITCHELL:

17 Q. Is that right?

18 A. No.

19 Q. Okay. Well -- why -- why is that wrong? I
20 don't mean to belabor the point, I'm just trying to
21 understand.

22 A. Right. The only -- the only person --

23 MR. SCHULTE: Well, Craig, let me -- hold on.
24 So it's either the case or it's not the case. So
25 that should be the answer. Not, you know, why is it

1 that -- the whys about it, that's a whole different
2 topic. But I think -- and again, maybe I'm the only
3 one sitting here who isn't quite sure what it is
4 you're asking. I mean, I'm still -- I'm still
5 confused and I think he may be answering a question
6 other than what you're asking, because of the
7 confusion. So --

8 BY MR. MITCHELL:

9 Q. Okay. Well, let -- let -- I'll just -- I
10 don't want us to be confused, I want to try to
11 clarify it. And I apologize if you're confused or if
12 you're confused.

13 If I'm a member of a state dental association
14 that has endorsed Association Gloves, are the prices
15 that I can get better than a customer who is not a
16 member of my state dental association, who just
17 wanders into the Association Gloves website?

18 A. So, I guess I don't -- I've answered that
19 question twice now, so I don't know how -- I don't
20 know how else to answer it.

21 Q. Okay. Well, what is the answer?

22 A. So, the answer is, if you're an endorsing
23 association, non-members pay a higher price. If
24 you're not, then the website is the website, the
25 rates are the rates, the prices are the prices. We

1 don't have a membership to check if you're not an
2 endorsing association or if you're not a dentist,
3 there's no membership to check. So there's no --
4 there's no price differential for you because you're
5 not a -- it's not an endorsing -- it's not an
6 endorsed situation.

7 Q. Okay. If I am a member of the state dental
8 association that's endorsed Association Gloves, do I
9 have to log in, to have some username or password to
10 log into the Association Gloves's website to get
11 these lower prices?

12 A. No.

13 Q. Okay. How do I -- how do I view these prices
14 that are available to me if I'm a member of the state
15 dental association that has endorsed Association
16 Gloves?

17 A. So we have catalog, website, brochures, and
18 on initial purchase, the membership is checked. Once
19 you've been -- we have every state's membership list,
20 and once you're in the system, then you're -- the
21 prices are available to you.

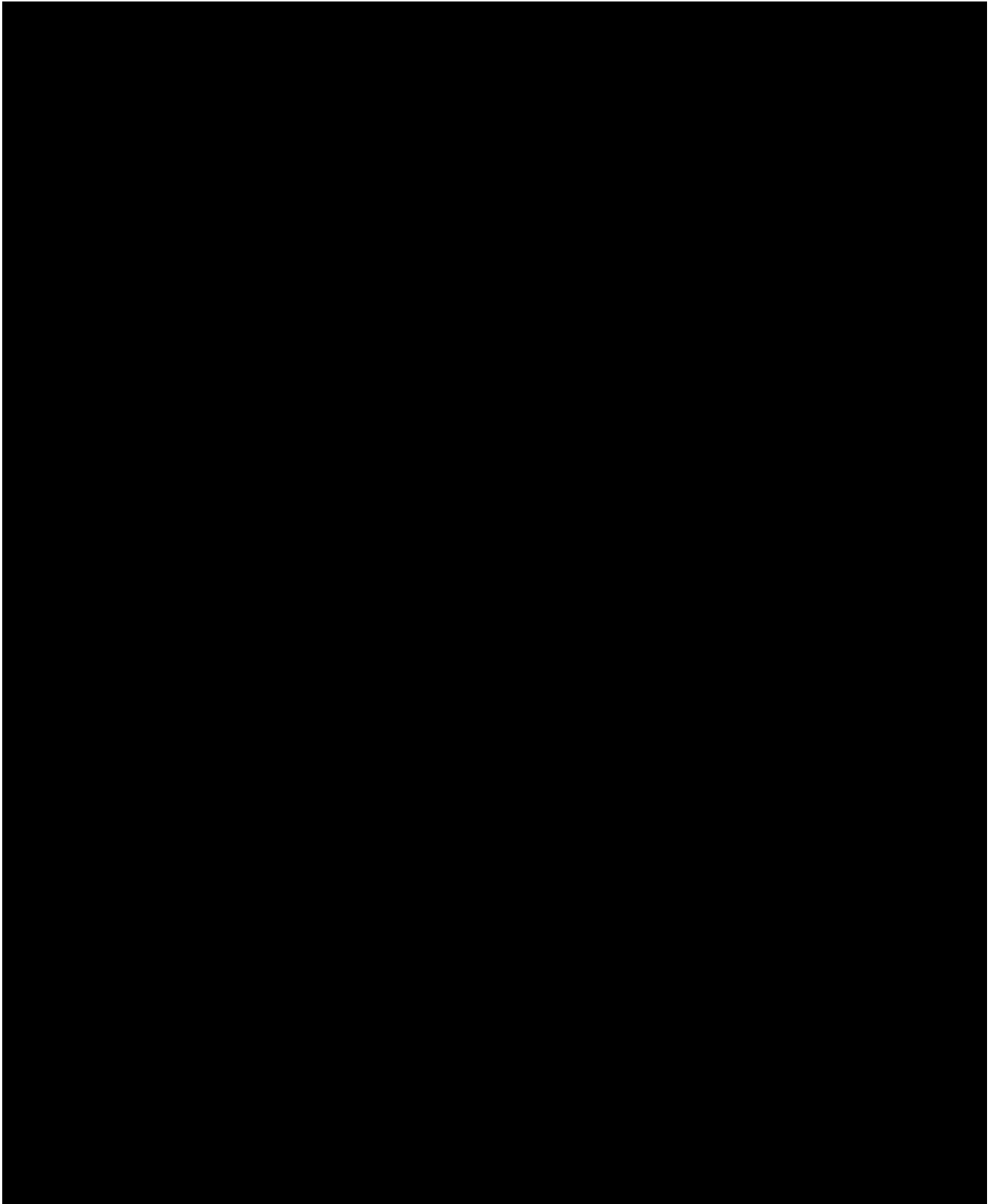
22 Q. What portion of Association Gloves's sales go
23 to dentists who do not belong to dental associations
24 that have endorsed Association Gloves, if you can
25 approximate it?

1 A. Less than a percent.
2 Q. Does Association Gloves sell to customers
3 other than dentists?
4 A. Yes.
5 Q. What portion of Association Gloves sales go
6 to customers who are not dentists, if you can
7 approximate it?
8 A. Less than 5 percent.
9 Q. Has that percentage changed at all over time,
10 if you know?
11 A. I don't know.
12 Q. Roughly how many customers does Association
13 Gloves have today?
14 A. I don't know.
15 Q. Can't approximate that for me? Do you have
16 any idea of how -- what percentage of Association
17 Gloves's customers are dentists? Or dental
18 practices?
19 A. Over 95.
20 Q. Has Association Gloves ever created any
21 reports showing its number of customers at any given
22 time?
23 A. Customers, no.
24 Q. When Association Gloves was launched, what
25 types of marketing did it do to dentists initially?

1 A. So you want to distinguish between the MDA
2 Services Glove Program and Association Gloves with
3 that question?
4 Q. Sure. When the Michigan glove program was
5 launched what kind of marketing did it do to Michigan
6 Dental Association members?
7 A. I think it's Exhibit 953.
8 Q. Okay. That's it?
9 A. I'm sure we put something in our journal as
10 well.
11 Q. What about when --
12 A. I don't think we had a website at that time.
13 Q. What about when Association Gloves was
14 expanded beyond Michigan, what kind of marketing did
15 it do to promote Association Gloves?
16 A. So what -- are you asking how did we market
17 once a state endorsed us?
18 Q. Yes.
19 A. All the same methods, their journal, their
20 newsletters, direct mail, catalog.
21 Q. When the Michigan glove program was launched,
22 did members of the Michigan Dental Association need
23 to have an ADA or Michigan Dental Association number
24 to purchase from Association Gloves?
25 A. We have our own membership list, so we know

1 who are members and who are not.
2 Q. But did customers in the Michigan glove
3 program, initially did they have to use their
4 Michigan Dental Association number in order to
5 purchase through Association Gloves?
6 A. There is no such thing as a Michigan Dental
7 Association number.
8 Q. Okay. What about their ADA number?
9 A. They didn't have to use their ADA number
10 because we have their name and their address to
11 check.
12 Q. When the Michigan glove program was launched,
13 did the Michigan Dental Association do any marketing
14 for the program?
15 A. No.
16 Q. Subsequently, has the Michigan Dental
17 Association done any marketing for the Michigan glove
18 program?
19 A. I'm the marketing arm of the Michigan Dental
20 Association for these programs, or IFG is.
21 Q. And that program has been marketed -- strike
22 that.
23 The Michigan Dental Glove Program has been
24 marketed only to Michigan Dental Association members;
25 is that right?

1 A. Under the d/b/a of MDA Services Gloves that
2 has only been marketed in Michigan Dental Association
3 members.
4 Q. Have any other -- strike that.
5 Have any state dental associations who have
6 endorsed Association Gloves done marketing for the
7 Association Gloves's program?
8 A. Not at their expense.
9 MR. MITCHELL: What's this one?
10 MS. IRELAND: 957.
11 (Deposition Exhibit No. 957 was marked for
12 identification.)
13 BY MR. MITCHELL:



23 Q. That would be -- strike that.
 24 When you say "sponsor something" do you mean
 25 events of that state dental association?

1 Gloves announces the launch of its all new
 2 user-friendly website."
 3 Do you see that?
 4 A. I do.
 5 Q. Why was the website redesigned?
 6 A. I think it says it right there, to make it
 7 more user-friendly.
 8 Q. How -- how was the website made to be more
 9 user-friendly, if you know?
 10 A. I'm not the website developer.
 11 Q. Do you know if there had previously been
 12 complaints about the user-friendliness of the
 13 website?
 14 A. I -- I don't recall any complaints. But as
 15 we discussed earlier, we expanded products and it
 16 needed to be made more efficient.
 17 Q. Do you know whose idea it was to update the
 18 website?
 19 A. Probably my marketing person.
 20 Q. Do you know whether as a result of the
 21 changes made to the website, whether traffic to the
 22 website increased?
 23 A. We didn't track that, no.
 24 Q. Do you know whether the speed of the website
 25 was increased?

1 A. Uh-huh.
 2 Q. That would be separate and apart from any
 3 agreement that IFG would have with that?
 4 A. That's right, we're not obligated through the
 5 contract to do that.
 6 Q. The royalty percentage here that's in this
 7 contract of 4 percent, do you know whether that
 8 changed over time at time?
 9 A. I do not think it's changed, no.
 10 Q. That's within the range of royalty
 11 percentages that you identified that Association
 12 Gloves has with all of its dental associations that
 13 have endorsed it, correct?
 14 A. Correct.
 15 Q. Okay.
 16 (Deposition Exhibit No. 958 was marked for
 17 identification.)
 18 BY MR. MITCHELL:
 19 Q. I've handed you what's been marked as
 20 Exhibit 958, which is a press release from the
 21 website -- Association Gloves's website dated
 22 March 28th, 2012, announcing the redesign of the
 23 Association Gloves's website; is that correct?
 24 A. Yes.
 25 Q. And the first sentence says, "Association

1 A. We didn't track that, no.
 2 Q. Do you have any idea what the approximate
 3 cost was of the website redesign?
 4 A. Not off the top of my head.
 5 Q. Do you know whether Association Gloves
 6 received any increase in sales following website
 7 redesign?
 8 A. I do not.
 9 Q. Is that something that Association Gloves
 10 looked at?
 11 A. It would be impossible to attribute any
 12 increase in sales to any one specific thing. There's
 13 multiple moving parts going on in this program at all
 14 times and as sales increase it's a result of all of
 15 those things coming together, not just any one thing.
 16 Q. So the record is clear, you don't recall
 17 trying to undertake any sort of analysis to determine
 18 whether this updating of the website resulted in
 19 increased sales; is that right?
 20 A. Correct.
 21 Q. Subsequent to this, do you know whether there
 22 have been any subsequent redesigns of the Association
 23 Gloves's website?
 24 A. Well, I believe one of the previous exhibits
 25 mentioned that. You seem to have the dates down a

Page 158

1 lot better than I do. I'm just relying on my memory.

2 Q. You mean the documents we were looking at
3 when --

4 A. One of those previous documents that you put
5 in front of me said that we redesigned the website
6 fairly recently again.

7 Q. And by that I just want -- you're referring
8 to the documents you looked at in which the product
9 categories were updated on the website?

10 A. I mean, I got such a big pile here now. I
11 could sort through it and find the one if you want,
12 but it's one of the ones you previously put in front
13 of me.

14 Q. Did Association Gloves ever publish order
15 forms showing its per unit prices?

16 A. Yes.

17 (Deposition Exhibit No. 959 was marked for
18 identification.)

19 MR. MITCHELL: 959.

20 BY MR. MITCHELL:

21 Q. Court Reporter has handed you what's been
22 marked Exhibit 959, which is a document titled at the
23 top called "MDA Services Glove Program. Latex and
24 vinyl order form."

25 Do you see that?

Page 159

1 A. I do.

2 Q. Was -- would this -- strike that.

3 Was this document prepared by Association
4 Gloves?

5 A. Well, as it says at the top, this is the MDA
6 Services glove price list.

7 Q. So was this form prepared by MDA Services?

8 A. Yes.

9 Q. Does Association Gloves have a similar order
10 form?

11 A. Yes.

12 Q. Is this document publicly available?

13 A. Sure, if a customer asks for it.

14 Q. Is this order form something that either the
15 MDA Services program or the Association Gloves puts
16 on its website?

17 A. Again, I'm not the webmaster. I don't know
18 how we portray it on the website.

19 Q. There's an effective date of this document in
20 the bottom right-hand corner. The end of it is cut
21 off, but I'll represent to you that it's 9/30/2014.

22 Based on that representation, is this a list
23 of Association Gloves's prices as of the effective
24 date on this form?

25 MR. McDONALD: Object to the form.

Page 160

1 THE WITNESS: Yes.

2 BY MR. MITCHELL:

3 Q. Is the price list reflected in this -- strike
4 that.

5 The price list reflected in this form is
6 particular to the MDA Glove Program; is that right?

7 A. Correct.

8 Q. Would the price list for the Association
9 Gloves's program be different than this?

10 A. No.

11 Q. There would be no variation between the price
12 lists between any of the state dental associations
13 that have endorsed Association Gloves?

14 A. Other endorsing associations get the same
15 pricing the MDA members do.

16 Q. Have Association Gloves's prices for any
17 given product increased over time, if you can recall?

18 A. I'm sure they have.

19 Q. Can you recall any specific prices -- strike
20 that.

21 Can you recall any specific products in which
22 Association Gloves's prices for those products have
23 decreased year-over-year?

24 A. No.

25 Q. Can you identify for me any factors that

Page 161

1 might lead to an increase in prices by Association
2 Gloves for the products it offers?

3 A. The main reason would be we're -- if we're
4 paying more for them.

5 Q. Paying more to the distributor or
6 manufacturer --

7 A. Correct.

8 Q. -- from whom you're purchasing them?

9 A. Correct.

10 Q. When Association Gloves receives a new
11 endorsement, do members of the new dental association
12 get the same prices as members of previously
13 endorsing dental associations?

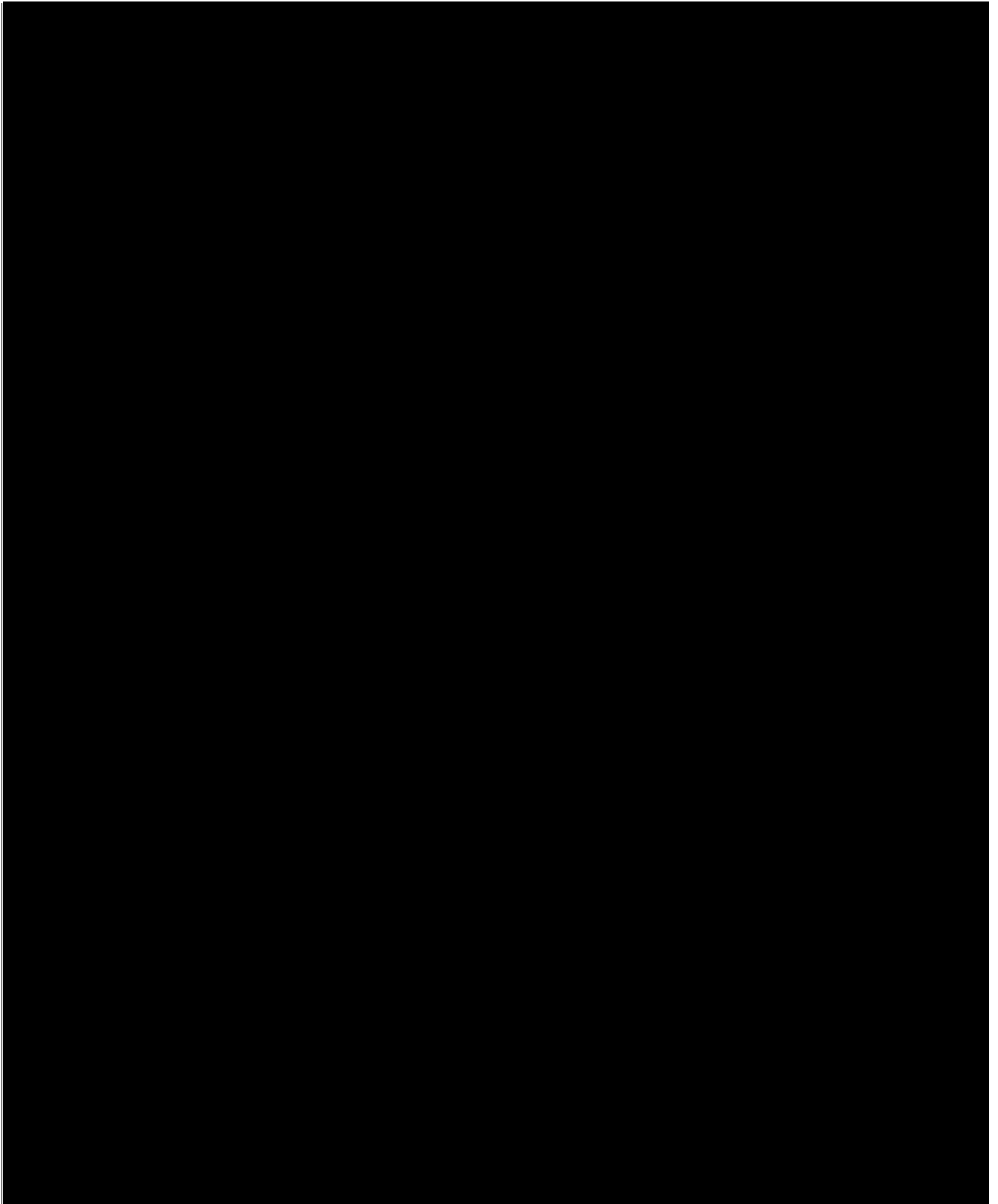
14 A. Yes.

15 MR. MITCHELL: 960.

16 (Deposition Exhibit No. 960 was marked for
17 identification.)

18 BY MR. MITCHELL:

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]



1 Q. Okay. What would those be?
2 A. Personnel and marketing.
3 Q. As a percentage of Association Gloves's total
4 costs, what would you attribute to personnel?
5 A. Unfortunately we don't track that.
6 Q. What about marketing?
7 A. Marketing, I don't know off the top of my
8 head.
9 Q. Does Association Gloves have any personnel on
10 salary?
11 A. So, Association Gloves is not an entity that
12 pays salaries, IFG is an entity that pays salaries.
13 Q. Does IFG -- and I'm sorry if you already
14 answered this, but does IFG have any personnel that
15 are devoted -- devoting their time entirely to the
16 MDA Glove Program or the Association Gloves Program?
17 A. So what you asked me was at the inception if
18 anyone was and I said no.
19 Q. Okay.
20 A. And now, we do have people that are solely
21 dedicated to it. I also have many people that are
22 doing things for it that we don't track their time at
23 all, Or account for it in any way, shape or form.
24 Q. Okay. How many people does IFG have now that
25 devote all of their time to the MDA Glove Program or

1 Association Gloves?
2 A. Four.
3 Q. Can you recall when the first time was that
4 IFG had someone devoted solely to the MDA Glove
5 Program or Association Gloves?
6 A. I don't know that off the top of my head.
7 Q. Are those four people in that position now,
8 are they full-time employees?
9 A. I think three full, one part.
10 Q. If I could ask you to go back to what was
11 marked Exhibit 943, which is the first or second
12 exhibit that we marked today. It's the --
13 A. What is it?
14 Q. It's the MDA Insurance and Financial Group
15 committee on endorsed services meeting minutes.
16 A. Got them.
17 Q. Okay. I want to direct your attention to the
18 one that's -- the page that's marked MDA 5 on the
19 bottom right-hand corner.
20 A. Yep.
21 Q. And on that page, line 166, 167 says, "There
22 are two part-time employees that have been hired to
23 help out in the glove program. The hours they work
24 will offset allowing flexibility in the department."
25 Did I read that correctly?

12 Q. What are the main categories of Association
13 Gloves's costs?

14 A. Buying the supplies in the first place is the
15 major expense.

16 Q. Are there any other costs that come to mind?

17 A. I can make a list 50 long, probably.

18 Q. But the costs that are associated with
19 purchasing the products are the most substantial
20 costs?

21 A. Correct.

22 Q. If -- if I asked you to rank the top three or
23 four costs besides the cost of purchasing the goods,
24 could you do that for me?

25 A. I can probably give you the next top two.

1 A. You did.

2 Q. What types of work did these two part-time
3 employees perform to help out the glove program?

4 A. A wide -- I mean, a wide variety of things.

5 Q. Can you just briefly describe what those are?

6 A. Well, answering the phones, taking orders,
7 helping with customer concerns or complaints,
8 providing samples, packaging samples, going to trade
9 shows, packing for trade shows and -- their list is
10 probably 100 deep again, you know, things they do.

11 Q. Okay. Thank you. Were the new employees
12 -- or strike that.

13 Were these two part-time employees needed
14 because Association Gloves sales had increased?

15 A. I would say more so because we were expanding
16 the products, taking an order once you got a customer
17 is not that labor-intensive.

18 Q. So the expansion of the product categories
19 required some additional help on the glove program?

20 A. Right.

21 Q. And why is that?

22 A. Because we were offering more products, more
23 samples, more interaction with the customer on what
24 we can or cannot do for them, that type of thing.

25 Q. So, increasing the product line offered by

1 expanded?

2 A. Only to the extent that a new employee needs
3 a new computer.

4 Q. So is it the case that they're -- strike
5 that.

6 Is the case that Association Gloves didn't
7 reach a certain level of sales or products or
8 customers whereby its existing software programs or
9 other systems were not up to the task of operating
10 the program?

11 A. I don't think so, no.

12 Q. Has Association Gloves ever calculated any
13 type of profit margins on its sales?

14 A. No.

15 Q. Is there any particular reason why it has not
16 done so?

17 A. Well, as I mentioned previously, our main
18 goal is saving the members money, providing a product
19 or service they can't get on their own at the price.

20 Secondary motive is making money, and as
21 we've also discussed many times previously, IFG is in
22 35 different programs. You pointed out some of them
23 down at the bottom of that report that have nothing
24 whatsoever to do with gloves and it would be
25 virtually impossible to, you know, ask the mailroom

1 Association Gloves increased Association Gloves's
2 costs associated with that?

3 A. You know, you're asking me to -- you know,
4 there's a lot of things that go in the decision to
5 hire a new person. You're asking me to like say this
6 is it. You know, I don't think that exists.

7 Q. So you mentioned a moment ago that
8 Association Gloves, or the -- strike that.

9 You mentioned a moment ago that IFG now has
10 four employees who are devoted solely to the MDA
11 Glove Program or Association Gloves, right?

12 A. Correct.

13 Q. Okay. And can you tell me when IFG
14 transitioned from having two part-time employees to
15 ramping up to four full-time employees?

16 MR. McDONALD: Objection to form.

17 BY MR. MITCHELL:

18 Q. Or three full-time employees and one
19 part-time employee?

20 A. Well, that document only references two new
21 part-time, it doesn't say what we had at that point
22 in time for other employees, and I don't know that
23 off the top of my head either.

24 Q. Has Association Gloves needed to invest in
25 additional computer equipment as its operations have

1 person and the receptionist, and how much rent, and
2 on and on and on and on of expenses that we incur to
3 run the whole entity that also benefit Association
4 Gloves; that if Association Gloves is a stand-alone
5 business we would have to hire our own receptionist
6 and our own mailroom person and on and on and on.
7 It's impossible to track all of the indirect expenses
8 associated with it, and separate them from all of the
9 other programs that we're administering
10 simultaneously.

11 Q. So, all of these difficulties that you just
12 identified are some of the reasons, at least, why
13 you've not attempted to calculate the profit margins
14 on the sales through the MDA Glove Program or
15 Association Gloves?

16 A. Correct.

17 Q. And is it true -- strike that.

18 Has Association Gloves or the MDA Glove
19 Program ever calculated a gross margin percentage on
20 its sales?

21 MR. SCHULTE: Is that not the same question
22 you just asked that he answered?

23 BY MR. MITCHELL:

24 Q. Can you answer the question?

25 MR. SCHULTE: Do you understand what he's

1 asking?

2 THE WITNESS: I don't. The gross margin --
3 and I -- if I'm understanding it would just be the
4 margin net of all of the expenses. So not accounting
5 for any expense whatsoever, are you talking about
6 just the markup between the cost of what we bought
7 the gloves at and what we sold them at?

8 BY MR. MITCHELL:

9 Q. So the gross margin as you just defined it,
10 you have not attempted to calculate that for any of
11 Association Gloves or the MDA Glove Program sales; is
12 that right?

13 A. I didn't say that. I'm trying to ascertain
14 what you're asking.

15 Q. Okay. I'm just trying to determine whether
16 or not you have ever tried to calculate the profit
17 margin on sales of Association Gloves or the MDA
18 Glove Programs's sales?

19 A. So, that's not what you just asked, you were
20 talking about gross margin previously and now you're
21 back to the profit margin and I previously answered
22 that we haven't done the profit margin, no.

23 Q. Okay. Now what about gross margin, is there
24 a difference there?

25 A. So, can you define gross margin for me? What

1 Q. Okay. Has Association Gloves or the MDA
2 Glove Program ever attempted to calculate an
3 operating margin on its sales?

4 MR. McDONALD: Object to the form.

5 THE WITNESS: Again, I don't -- you know,
6 your choice of terminology, I'm -- I'm not familiar
7 with it. So, I don't know how to answer it.

8 BY MR. MITCHELL:

9 Q. Okay. I just want the record to be clear
10 here. So I'm just trying to understand whether
11 Association Gloves or the MDA Glove Program has made
12 any attempt to determine what its profits are from
13 the sales of the product it sells through either of
14 those programs?

15 A. No.

16 MR. SCHULTE: Do you need a break?

17 THE WITNESS: I'd like to get this done
18 before the big rush hour traffic comes, so I'd like
19 to not do a break if we can somehow see the end of
20 this at some point in our lifetime.

21 (Deposition Exhibit No. 962 was marked for
22 identification.)

23 BY MR. MITCHELL:

24 Q. We're almost there, Mr. Start.

25 A. Great.

1 do you mean?

2 Q. Well --

3 MR. SCHULTE: You're the one who asked the
4 question --

5 THE WITNESS: Right.

6 MR. SCHULTE: -- when you said profit and
7 then gross margin as if it is two different -- is it
8 two different things? And if so, what's the
9 difference?

10 MR. MITCHELL: Well, I'm just trying to
11 understand if he --

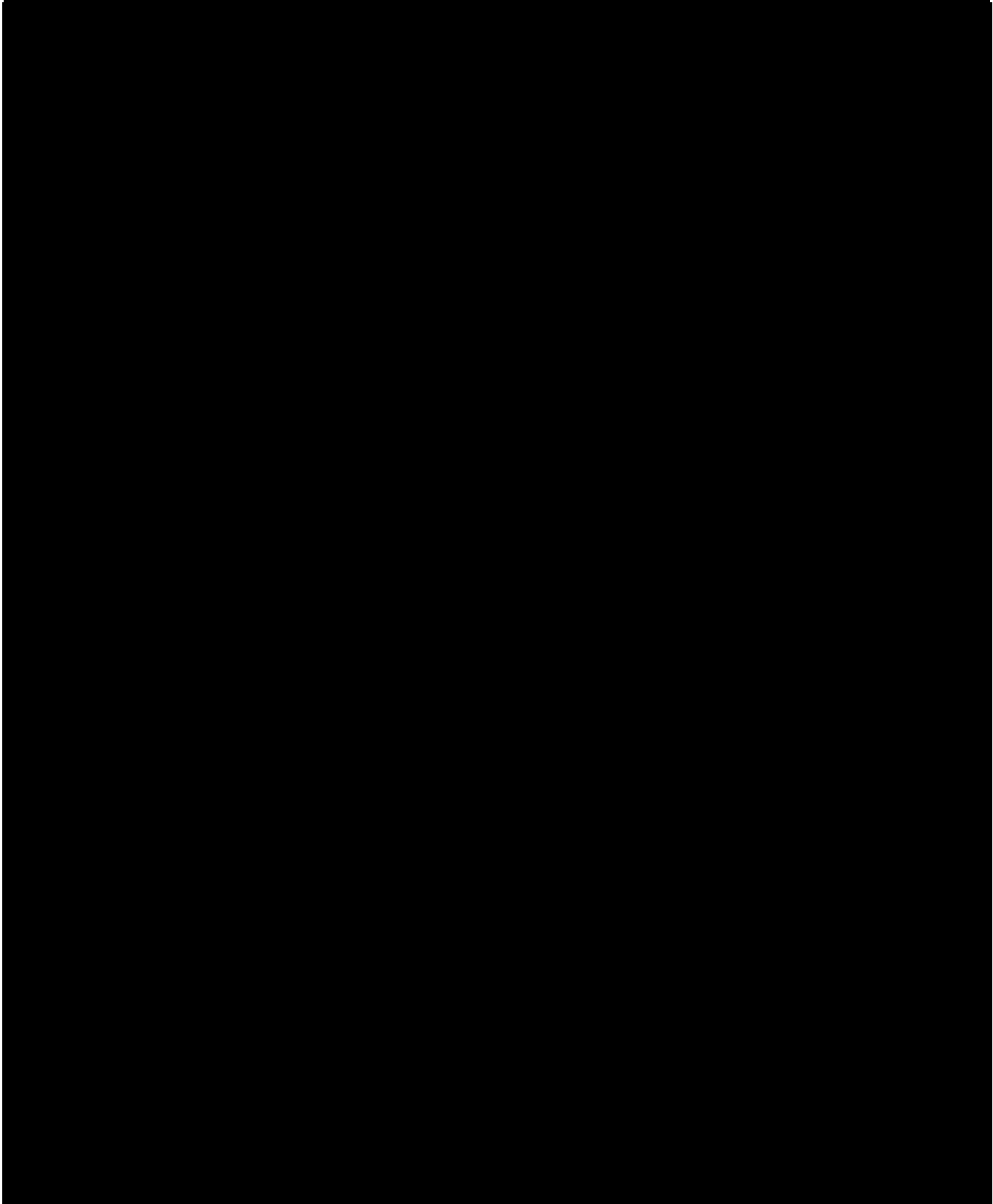
12 BY MR. MITCHELL:

13 Q. Do you understand it to mean two different
14 things or no?

15 A. Well, I -- I gave you an example of what I
16 thought the gross margin might mean to you and you
17 didn't -- you didn't jump on that or say "Yeah,
18 that's what I'm talking about", so -- apparently that
19 wasn't what you were talking about.

20 MR. SCHULTE: You asked two different
21 questions. I thought you were talking about exactly
22 the same thing. So I -- I'm not -- no one is saying
23 there's necessarily two different things going --
24 going on here.

25 BY MR. MITCHELL:



[REDACTED]

Q. Are you aware of anyone from Association Gloves communicating with anyone from the Dental Trade Alliance about the Association Gloves's program?

A. I don't know what the Dental Trade Alliance is myself.

Q. Okay. Do you know whether anyone has performed a valuation of Association Gloves?

A. No.

Q. Do you know anyone -- whether anyone has performed a valuation of the MDA Glove Program?

A. No.

Q. Are you aware of either Patterson, Henry Schein or Benco ever threatening to boycott a state dental association for endorsing Association Gloves?

MR. McDONALD: Object to the form.

THE WITNESS: No.

BY MR. MITCHELL:

Q. Are you aware of any state dental association being threatened with a boycott by anyone for endorsing Association Gloves?

MR. McDONALD: Object to the form.

THE WITNESS: For endorsing Association Gloves? No.

BY MR. MITCHELL:

Q. Have you ever heard any rumors that either Patterson, Henry Schein and Benco are spreading rumors that Association Gloves is selling gray market dental supplies?

Page 186

1 MR. McDONALD: Object to the form.
 2 THE WITNESS: I was not aware of that, no.
 3 BY MR. MITCHELL:
 4 Q. Are you aware of Patterson, Henry Schein or
 5 Benco threatening to withhold service from customers
 6 of Association Gloves if those customers continue to
 7 purchase supplies from Association Gloves?
 8 MR. McDONALD: Object to the form.
 9 THE WITNESS: Can you say the question again?
 10 BY MR. MITCHELL:
 11 Q. Sure. Are you aware of either Henry Schein,
 12 Patterson or Benco threatening to withhold service
 13 for equipment from Association Gloves's customers if
 14 those customers continue to purchase products from
 15 Association Gloves?
 16 MR. McDONALD: Object to the form.
 17 THE WITNESS: I'm not aware of any specific
 18 instances of that happening.
 19 MR. MITCHELL: Let's go off the record.
 20 VIDEO TECHNICIAN: Time is now 3:13 p.m.
 21 We're going off the record.
 22 (Off the record at 3:13 p.m.)
 23 VIDEO TECHNICIAN: The time is now 3:28 p.m.
 24 We are back on the record.
 25 (Back on the record at 3:28 p.m.)

Page 187

1 MR. MITCHELL: Mr. Start, thank you very much
 2 for your time. I don't have any further questions
 3 for you at this time.
 4 THE WITNESS: Thank you.
 5 MR. SCHULTE: You want to get that door,
 6 please.
 7 EXAMINATION
 8 BY MR. RUBENSTEIN:
 9 Q. Okay. I'm Dan Rubenstein and I'm from Radice
 10 Law Firm and I'm representing the class of dentists
 11 and dental practices. Okay. Just a second.
 12 Okay. Let's go back to Exhibit 963. You
 13 said this document, the Michigan Dental Association
 14 2015 proposed budget, should not be shared with a
 15 competitor. Why should it not be shared with a
 16 competitor?
 17 A. This is confidential information, it's the
 18 MDA budget and has nothing to do with the -- anybody
 19 around this table. It absolutely should have never
 20 fallen into the hands of anyone around this table.
 21 Q. Okay. You mentioned that when you were
 22 naming who Association Gloves's competitors were, you
 23 mentioned SourceOne, Henry Schein, Patterson, and
 24 Benco.
 25 Do you see Amazon as a competitor?

Page 188

1 A. In the past not really, but I understand that
 2 one of those two, and I don't know which one,
 3 Patterson or Schein just formed an alliance with
 4 Amazon which then turns them into a competitor.
 5 Q. I'm going to --
 6 MR. McDONALD: Why don't you give yourself
 7 more slack.
 8 MR. RUBENSTEIN: Okay. Sure. Sure, I'll do
 9 that. Sure. Okay. I'm going to take out an
 10 Exhibit. This is Exhibit Number 964.
 11 (Deposition Exhibit No. 964 was marked for
 12 identification.)
 13 BY MR. RUBENSTEIN:
 14 Q. Have you seen -- do you recognize this
 15 document?
 16 A. Yes.
 17 Q. Okay. Did you write and receive this e-mail
 18 in this document?
 19 A. Yes.
 20 Q. Okay. And -- was -- were these e-mails sent
 21 at the time of the events by someone with knowledge
 22 of the events referred to in the document?
 23 MR. McDONALD: Object to the form.
 24 THE WITNESS: I don't really see any events
 25 referred to --

Page 189

1 BY MR. RUBENSTEIN:
 2 Q. Okay.
 3 A. -- it's just sharing some contact
 4 information.
 5 Q. But are these -- are these kept in the
 6 regular course of business activity, preserving these
 7 e-mails?
 8 A. Say that again.
 9 Q. The preservation of these e-mails, is
 10 this --
 11 A. I was -- I would not have saved that. We had
 12 to dig it out because of the subpoena we received.
 13 Q. But is it -- okay. Just -- were these
 14 e-mails create in the ordinary course of business?
 15 A. I wouldn't call it the ordinary course of
 16 business.
 17 Q. Okay. But -- okay. Just move on. Okay.
 18 What did you talk to the -- well let's --
 19 let's go to page MDA 1, and referring to the e-mail
 20 from Lin Kahn to Craig Start, "Thanks again for
 21 taking the time to talk to us earlier today."
 22 What did you talk to the FTC about?
 23 A. We talked to them about -- they interviewed
 24 us on relation to SourceOne's allegation of
 25 anti-competitive behavior of Schein, Patterson,

1 Benco.

2 Q. Okay. Did you talk to anyone else at the FTC
3 besides Lin Kahn?

4 A. There was at least three or four people from
5 the FTC on the phone, I have no clue who they were at
6 this point.

7 Q. Okay. Did they ever contact you after that
8 one call?

9 A. Yes.

10 Q. What -- who con -- do you know who contacted
11 you?

12 A. I think it was Lin again.

13 Q. What was the substance of that communication
14 afterwards?

15 A. It was just basically has anything new come
16 up.

17 Q. Okay. Did you have any new information for
18 them?

19 A. No.

20 Q. Okay. Okay. The next document is going to
21 be number 965.

22 (Deposition Exhibit No. 965 was marked for
23 identification.)

24 BY MR. RUBENSTEIN:

25 Q. Do you recognize these e-mails?

1 A. I'm reading them right now.

2 Q. Sure.

3 A. (Reviewing.) Yes, I recognize it.

4 Q. Okay. Did you send and receive these
5 e-mails?

6 A. Yes.

7 Q. Okay. Are these e-mails kept in the ordinary
8 course of business?

9 MR. McDONALD: Object to the form.

10 THE WITNESS: So can you clarify what you
11 mean by that?

12 BY MR. RUBENSTEIN:

13 Q. Yeah, just --

14 A. We back up everything. Everything is backed
15 up.

16 Q. Okay.

17 A. I would never keep an e-mail like this for --
18 it would be deleted immediately.

19 Q. Okay. Okay. Let's go to the e-mail from
20 Craig Start to Donovan Osio, the middle of the first
21 page.

22 A. Uh-huh.

23 Q. It says, "Wednesday, October 28, 2015 at
24 11:52 a.m." The subject is "ADA meeting", then the
25 second line says, "They were specifically interested

1 in some of the things that have happened to us since
2 we got into the glove business."

3 What "Things" happened to you?

4 MR. McDONALD: Object to the form.

5 THE WITNESS: Well, it kind of talks about it
6 on the last page there. We had a direct relationship
7 with Sempermed, which is a glove manufacturer, and we
8 thought they were gung-ho for our business plan and
9 when they all of a sudden -- they decided they didn't
10 want to sell directly to us any longer.

11 BY MR. RUBENSTEIN:

12 Q. Do you know why that is?

13 MR. SCHULTE: Excuse me, where is that on
14 here, Craig? I don't see.

15 THE WITNESS: It's on the second page. It
16 says -- oh, this is wrong -- all right, sorry. It's
17 the previous document. It's on 964. On the second
18 page of that.

19 MR. SCHULTE: Okay.

20 BY MR. RUBENSTEIN:

21 Q. Okay. And do you know why they didn't want
22 to deal with you anymore?

23 MR. McDONALD: Object to the form.

24 THE WITNESS: I don't. It says it in the
25 letter there, what reason they gave me.

1 BY MR. RUBENSTEIN:

2 Q. Okay. Do any other things happen to --
3 negative things happen as the outcomes of the glove
4 program that you're referring to there?

5 A. Well, the other thing we already discussed
6 was the supplier that wouldn't allow us to expand our
7 products beyond gloves. Those were the two main
8 things.

9 Q. Okay. Did you ever talk to Donovan Osio at a
10 later time about any further consequences?

11 A. Well, it looks like he and I might have had a
12 phone call right after these e-mails were exchanged,
13 but I don't really, you know --

14 Q. Okay.

15 A. Nothing that I'm recalling any
16 earth-shattering news from.

17 Q. Okay. Let's go back to Exhibit -- let's go
18 back to Exhibit 942, please.

19 A. Can you tell me what that is?

20 Q. Yeah, it's the Cindy Hoogasian at the top of
21 the page, e-mails between Craig Start and Cindy
22 Hoogasian.

23 MR. SCHULTE: The very first one.

24 THE WITNESS: It sure is, down on the very
25 bottom. There it is. Got it.

1 BY MR. RUBENSTEIN:

2 Q. Okay. Was this document kept in the ordinary
3 course of business?

4 A. Same answer as previously, we back everything
5 up. I would have deleted this e-mail as soon as I
6 sent it.

7 Q. Okay. You would have -- what you wrote about
8 here was right at the time of -- that you were -- of
9 that event?

10 A. Correct.

11 Q. When you had knowledge of that event?

12 A. Correct.

13 Q. Okay. Yeah, I just want to authenticate the
14 last few documents. Okay. Let's go back to --
15 sorry. Document 961, please.

16 A. Which is what document?

17 Q. The glove summary --

18 A. I got it.

19 Q. Was this document created in the ordinary
20 course of business?

21 A. Yes.

22 Q. Okay. Was -- okay. Can you explain what
23 other -- you mentioned Mike's test -- in response to
24 this question, how sales have increased by more than
25 10 percent every year and can you talk about factors

1 that have caused sales to increase?

2 MR. McDONALD: Object to the form.

3 THE WITNESS: I don't understand the
4 question.

5 BY MR. RUBENSTEIN:

6 Q. Well, why have sales increased?

7 MR. McDONALD: Object to the form.

8 THE WITNESS: I would say a combination of,
9 you know, marketing and increased penetration in our
10 existing states, adding additional state endorsements
11 and adding additional product lines.

12 BY MR. RUBENSTEIN:

13 Q. Okay. What does "penetration" mean? You
14 used the phrase "penetration."

15 A. More -- more people buying.

16 Q. Okay. So it's -- it's more people in a state
17 buying as opposed to more sales to existing people?

18 A. Correct.

19 Q. Or do you not break that --

20 A. So I -- so --

21 MR. McDONALD: Hang on. Object to the form.
22 I'm sorry.

23 MR. SCHULTE: Wait until he's all the way
24 done with the question.

25 THE WITNESS: All right.

1 BY MR. RUBENSTEIN:

2 Q. Okay. So more people in a state buying as
3 opposed to more sales to existing customers within
4 that state?

5 A. I gave you both of those.

6 Q. Okay. So in your view it's both of those?

7 A. I said those two things, right. And one
8 other thing.

9 Q. Okay. Authenticate the next -- okay. Let's
10 go back to Exhibit 959, please, the MDA Services
11 Glove Program order form. Is this document kept in
12 the ordinary course of business?

13 A. I wouldn't keep an old one like this, no.

14 Q. But it is a -- you recognize it as the one
15 that is actually used by the MDA?

16 A. It looks very similar to the ones we would
17 use. I couldn't testify that someone didn't doctor
18 up a version of it that looks like ours, I don't
19 know -- I don't have all of my prices memorized and
20 everything, I don't know that, that this is ours, but
21 it looks very similar to the way we produce them,
22 yes.

23 Q. Okay. Cindy questions. Okay.

24 You've mentioned that generally Darren
25 first and then Cindy are the main people who

1 determine prices, but are you -- that you have some
2 involvement, they bounce the prices off you. So,
3 okay, what data sources do you use to figure out
4 those prices?

5 MR. McDONALD: Object to the form.

6 MR. SCHULTE: Do you understand the question?

7 THE WITNESS: I guess not, no.

8 BY MR. RUBENSTEIN:

9 Q. Okay. What -- all of the things that you
10 would consider in making sort of your decision,
11 either with them about how you're going to set the
12 prices for association --

13 A. Mainly, as I mentioned earlier, we want to
14 provide a benefit, a savings to the members. So
15 we're going to mark them up the absolute least amount
16 we think we can and still cover our expenses and make
17 a couple bucks.

18 MR. SCHULTE: I'm going to put an objection
19 on the record, this is at least the tenth time we
20 have answered this question today, and it has been
21 answered exactly consistently all ten times. These
22 two people came up with the pricing, it was based on
23 what our cost of the product was, plus something was
24 added in order to cover the costs of administering
25 the program that we wanted to recoup as a result from

1 selling these products.

2 Cindy, Darren came up with the numbers,
3 they ran it by Craig. That is exactly how our
4 pricing was determined. Period. That is the last
5 thing that is going to be said about that today.

6 MR. RUBENSTEIN: Okay.

7 BY MR. RUBENSTEIN:

8 Q. Have promotional expenses changed over time?

9 A. Yes.

10 Q. In what way?

11 A. The more products and states we have the
12 higher the promotional expenses get.

13 Q. Do you know how that changes in relation to
14 the total amount of any sort of like -- just you're
15 doing more volume so you would have more promotion,
16 but do you know how -- has it increased or decreased
17 as a percent of that?

18 A. I don't track that.

19 Q. Okay. How often do your price lists change?

20 A. Not on any regular basis.

21 Q. Do you have a --

22 A. They change whenever the people selling us
23 the stuff change their prices, basically.

24 Q. Okay.

25 A. Which could be weekly, it could be once a

1 year.

2 Q. Okay. Are MDA members given an
3 explanation -- Association Gloves's customers given
4 an explanation of price increases?

5 A. What do you mean by explanation?

6 Q. Okay. In response to, you know, an increase
7 in price by suppliers, "We apologize, but we're
8 forced to increase our prices 5 percent" or something
9 like that?

10 A. Yeah, sure, something like that.

11 Q. Okay. So you have done that in the past?

12 A. If the price goes up we have to explain it to
13 people, right.

14 Q. Okay. Do you give explanations to MDA
15 members when increasing the price?

16 A. Sure.

17 MR. RUBENSTEIN: Okay. Thank you very much,
18 Mr. Start. That's all I have.

19 THE WITNESS: Thank you.

20 MR. McDONALD: Hang on. Bear with me, we
21 have a little -- we have a little technical issue
22 here. I will be short, though.

23 EXAMINATION

24 BY MR. McDONALD:

25 Q. Mr. Start, my name is John McDonald and I

1 represent Henry Schein. Do you understand that?

2 A. Yes.

3 Q. Okay. I've just got a few questions for you.

4 You testified about speaking with Ms. Kahn at
5 the FTC, do you recall that?

6 A. Uh-huh.

7 Q. And when you responded, you said -- you
8 referenced "us" talking to Ms. Kahn and others at the
9 FTC. Who else besides yourself talked to the FTC?

10 A. Dan. Dan.

11 Q. It was just you?

12 A. Well, Dan was on with me.

13 Q. Okay.

14 A. And was Cindy on? I think Cindy. I don't
15 know off the top of my head, yep.

16 Q. Sitting here today, who you can recall is
17 yourself and your Counsel?

18 A. Yes.

19 Q. Okay. Did you give a sworn statement to the
20 FTC?

21 A. No.

22 Q. Okay. I wanted to be clear about a reference
23 that you made in Exhibit 964. If you'll get that out
24 for me, please.

25 A. Which one is that again?

1 Q. It's the e-mail between yourself and Ms.
2 Kahn.

3 A. Okay. Got it.

4 Q. Okay. You made a reference to the e-mail on
5 the second page of this Exhibit regarding the
6 relationship between Sempermed as a vendor for your
7 program; is that right?

8 A. Uh-huh.

9 Q. And in your statement to Ms. Kahn, you state
10 that Sempermed gave you the reason for terminating
11 the relationship was that they had decided to
12 concentrate on their "private label business"; did I
13 get that right?

14 A. Yes.

15 Q. And that's the only reason Sempermed gave you
16 for terminating their relationship; is that correct?

17 MR. RADICE: Objection to form.

18 THE COURT REPORTER: I'm sorry, who made the
19 objection?

20 MR. McDONALD: That's all I have on that.
21 Can you give me Exhibit stickers, please. Thank you.
22 Give you that. Hang on, hang on, hang on, let me --
23 I'll give you two. Make this quick. And hang on,
24 this is the first one. That's the first one.

25 (Deposition Exhibit Nos. 966 and 967 were

1 marked for identification.)

2 BY MR. McDONALD:

3 Q. Mr. Start, I've handed you Exhibits 966 and
4 967. Do you have those in front of you?

5 A. I do.

6 MR. SCHULTE: Which is which?

7 MR. McDONALD: 966 is the one-pager.

8 THE WITNESS: The MDA is the short one. And
9 the long one is ADA's, 967.

10 BY MR. McDONALD:

11 Q. Mr. Start, is Exhibit 966 the endorsement
12 guidelines for the MDA to endorse a program?

13 A. It is.

14 Q. All right. And are these the guidelines, to
15 the best of your knowledge, that are followed when
16 determining whether or not to endorse a program?

17 A. Yes, it is.

18 Q. Okay. If you'll see item 11, it says,
19 "Determine whether the ADA has a policy and/or a
20 position on the entity/program/concept."

21 Do you see that?

22 A. Yep. Yes.

23 Q. Is Exhibit 967 the ADA policies that are
24 referenced in the endorsement guidelines?

25 A. No.

1 Q. What policies are you referring to?

2 A. So, I agree that it says "policy", which this
3 probably is the policy, but what it really means is
4 the ADA already endorsing this kind of product, or
5 they already in this case endorsing a glove or supply
6 program.

7 Q. Okay. So if you look at Exhibit 967, which
8 is the ADA policy --

9 A. Uh-huh.

10 Q. -- and if you look -- at the bottom of the
11 page there's little numbers, if you look at page --
12 at the one that says 7.

13 A. Seven? Got it.

14 Q. And it says, "Who is the best fit to be an
15 endorsed provider?" Do you see that?

16 A. Where is it?

17 Q. At the top of the page it says, "Who is the
18 best fit --"

19 A. Oh yeah, top of the page.

20 Q. "-- to be an endorsed provider?"

21 A. Yep. Got it. Yep.

22 Q. And is it your testimony that the MDA does
23 not follow this guideline from the -- from the ADA
24 when deciding whether or not to endorse a provider?

25 MR. MITCHELL: Objection, form.

1 THE WITNESS: We use 966.

2 MR. McDONALD: Okay. That's all I have,
3 thank you, on that.

4 MR. RADICE: Can I just state on the record
5 that the Class will join SourceOne's objections?

6 MR. McDONALD: Yeah, that's -- we already --
7 we already -- we have a standing -- yeah, we have
8 standing.

9 BY MR. McDONALD:

10 Q. Okay. I just want to back up and ask you
11 kind of a big picture question about how your program
12 works, all right?

13 So, if I'm a dentist and I decide I want to
14 buy gloves from you, walk me how through that works,
15 I can do it online; is that right?

16 A. Yes.

17 Q. Or I can call you?

18 A. Yes.

19 Q. Or I guess we saw a paper --

20 A. Yes.

21 Q. -- order as well? Are there any other ways
22 to order?

23 A. I think that's it.

24 Q. Okay. If I either do it online or telephone
25 or paperwork or -- does that come through you, your

1 program directly, or does that go to one of your
2 vendors to write?

3 A. Comes directly to us.

4 Q. Okay. And then, how was the order fulfilled
5 by you? Do you then place the order with one of your
6 vendors or do you get the product directly from your
7 warehouse to ship it to -- to me when I bought it?

8 A. Both.

9 MR. RADICE: Objection.

10 BY MR. McDONALD:

11 Q. Okay. And what's the distinction of whether
12 or not you get it from the vendor or whether or not
13 you get it from your warehouse?

14 A. Any vendor who is willing to dropship for us,
15 that's the method we'll use. Vendors that aren't
16 willing to dropship for us, we do have the warehouse
17 in Lansing that we can use.

18 Q. Okay. Do -- is -- does a majority dropship
19 for you or is it the other way around?

20 A. It's -- there's no rhyme or reason or
21 consistency to it.

22 Q. Okay. If the vendor dropships for you they
23 do for free shipping for the customer; is that
24 correct?

25 A. Well, you know, there's no free lunches,

1 right. So I mentioned earlier, Association Gloves is
 2 paying for the free shipping, right?
 3 Q. Right. And that's what I was trying to
 4 understand.
 5 A. Right.
 6 Q. The customer doesn't pay for free ship --
 7 doesn't pay for shipping?
 8 A. Correct.
 9 Q. And the program, your program would reimburse
 10 the vendor for that free shipping?
 11 A. Correct.
 12 Q. Okay. In the circumstances in which the
 13 vendor dropships to the customer, does your program
 14 ever take title to those goods?
 15 A. No.
 16 Q. In the situation where you -- your program
 17 dropships from your warehouse, you do take title to
 18 those goods?
 19 A. We do, yes.
 20 Q. When the customer receives product that is
 21 dropshipped from the vendor, do you know, how does
 22 the invoice to the customer reflect where the product
 23 came from, do you know?
 24 A. It doesn't, I don't think.
 25 Q. So the customer would not know that it came

1 from a vendor?
 2 A. In my opinion, I don't think so, right.
 3 Q. Okay. The customer believes it's coming from
 4 you? Is that -- is that your understanding?
 5 A. I can't speak for the customer, where they
 6 think it's coming from.
 7 Q. So let me -- I understand. The customer,
 8 though, to your knowledge, would not have an invoice
 9 that would reflect that it was coming from one of
 10 your vendors, instead it would reflect that it's
 11 coming from the Association Gloves?
 12 A. Correct. The invoice is always from
 13 Association Gloves. Right.
 14 Q. Does Association Gloves charge customers tax
 15 where that is required?
 16 A. Yes.
 17 MR. McDONALD: Okay. Give me one minute and
 18 I may be done.
 19 BY MR. McDONALD:
 20 Q. When a customer places an order through
 21 Association Gloves, are they required to remit
 22 payment at that time?
 23 A. No.
 24 MR. McDONALD: That is -- hang on. Trying to
 25 save you from two other people asking questions.

1 THE WITNESS: Appreciate it.
 2 MR. McDONALD: That's all the questions I
 3 have at this time.
 4 Guys on the phone, you want to confirm you
 5 don't have any questions.
 6 MR. FLAHERTY: This is Scott Flaherty for
 7 Patterson, I have no questions.
 8 MS. AMEZCUA: This is Carrie Amezcua for
 9 Benco, I have no questions.
 10 MR. MITCHELL: No further questions from
 11 SourceOne.
 12 MR. RADICE: No questions from the Class. I
 13 hope you get home before the traffic.
 14 THE WITNESS: Thank you.
 15 VIDEO TECHNICIAN: All set? Okay. The time
 16 is now 4:00 p.m. That will conclude this deposition.
 17 We are going off the record.
 18 (The deposition of Craig Start concluded at
 19 or about the hour of 4:00 p.m.)
 20
 21
 22
 23
 24
 25

1 CERTIFICATE OF NOTARY
 2 STATE OF MICHIGAN)
 3) SS
 4 COUNTY OF GENESEE)
 5 I, Quentina Rochelle Snowden, a Notary
 6 Public in and for the above county and state, do
 7 hereby certify that the above deposition was taken
 8 before me at the time and place hereinbefore set
 9 forth; that the witness was by me first duly sworn
 10 to testify to the truth, and nothing but the truth;
 11 that the foregoing questions asked and answers made
 12 by the witness were duly recorded by me
 13 stenographically and reduced to computer
 14 transcription; that this is a true, full and correct
 15 transcript of my stenographic notes so taken; and
 16 that I am not related to, nor of counsel to either
 17 party nor interested in the event of this cause.
 18
 19 January 24, 2017
 20
 21
 22
 23 Quentina Rochelle Snowden
 24 CSR-5519, Notary Public
 25 Genesee County, Michigan
 My Commission expires: 1-04-18

| | | | | |
|----------|---|--|--|---|
| A | 66:10,17 68:21 78:17 79:14,23 81:5,21 84:6 86:21 87:4,10,13 87:14,17,20 88:1 89:7,16 97:14,20 136:10 197:24 | 203:2 agreeable 12:13,25 agreed 47:11,20 agreement 78:3 106:1 109:4 149:24,25 150:10 152:1,6,15,19 153:5,9 155:3 agreements 47:2 78:6 104:14 105:9 107:14 108:25 150:15 151:17 ahead 163:5,11 al 10:5 allegation 189:24 allen 11:22 alliance 184:20,24 185:1 188:3 allow 193:6 allowances 153:20 allowed 103:17 181:16 allowing 169:24 allows 12:9 amazon 187:25 188:4 amezcua 4:5,11 11:8,8 208:8,8 amount 64:15 138:8,9 140:24 164:15 184:3,11 184:15 197:15 198:14 amounts 154:15 181:3,4,7,9 183:24 analysis 157:17 announced 111:12 announcement 67:23 111:16 117:17 announces 156:1 announcing 155:22 annual 8:20 132:3 132:7,19 133:13 ansell 71:24 72:19 | 76:4,23,25 answer 12:9,12,17 28:3 34:15 39:3 43:18 46:13 60:11 65:3 68:19 71:15 72:23 75:13 78:14 82:6 92:17 93:2 93:11 99:14 109:7 109:25 143:25 144:20,21,22 151:15 173:24 176:7 194:4 answered 69:16 82:4 128:21 143:4 144:18 168:14 173:22 174:21 197:20,21 answering 12:5 23:20 74:9 144:5 170:6 answers 209:11 anticompetitive 189:25 antitrust 10:4 anybody 15:14 19:18 46:23 141:14 142:23 187:18 anymore 192:22 anyway 163:5 apart 155:2 apologize 131:18 144:11 199:7 apparently 175:18 appeal 69:22 70:2 appear 71:23 79:19 79:20 99:4 121:24 appearances 10:16 appears 86:11 153:23 applicators 86:16 96:17 applies 40:18 apply 74:1 appreciate 208:1 approach 114:9 | approached 112:23 113:14 approaches 116:3 approve 18:13 80:10 approved 129:18 approves 17:18 approximate 84:21 112:6 120:22 125:25 126:10 136:3 145:25 146:7,15 157:2 approximately 17:4 27:8 124:6 124:13 125:2 april 41:15 51:24 106:7,10,11,16,17 106:23 107:1,7,8 116:10 166:7 archived 6:21 7:3 7:11,15,19 8:3 56:15 60:24 70:15 79:3,18 85:2 86:5 area 79:8 arent 44:23 205:15 arm 148:19 arrangement 183:14 array 39:13 arrived 21:6 ascertain 174:13 aside 134:4 165:14 asked 78:9 108:12 113:2,23 130:11 167:22 168:17 173:22 174:19 175:3,20 209:11 asking 12:5 74:6 75:2 91:20 106:20 117:8 134:18 144:4,6 147:16 162:5 171:3,5 174:1,14 207:25 asks 159:13 assistant 5:15 associated 102:3 |
|----------|---|--|--|---|

| | | | | |
|--|--|---|--|--|
| 167:18 171:2 173:8 association 6:18,22 7:4,8,12,16,20 8:4 8:13,15,17 9:4 10:18,20 13:18,21 13:23,25 14:1,4,8 14:12,13,14,19 16:5,9,24 17:3,7 17:15 18:9,9,13 18:13,17,18,21,25 19:2,4,6,12,13,19 19:23,24 20:2,4 20:21 21:2,4,6,17 21:22 22:4,5,8,13 22:14,15,22,23 23:1,3,9,23 24:7 24:14,19 25:2,9 25:15,20,23 26:1 26:3,10,13,25 27:3,4,14,16,19 27:24 28:7,15,23 29:3,18,25 30:4,9 30:19 31:2,13,21 32:4,8,10,12,14 32:15,20,25 33:1 33:2,4,7,11,13,19 33:25 34:4,10,22 35:4,7,15,24 36:15,18 39:2,10 39:12,24 40:6,11 40:16,19,22 41:15 42:3,8,18 43:11 43:16 44:14,15 46:11 47:1,17,20 47:22 48:6,14,15 48:20 49:2,18,24 49:25 50:3,11,13 50:15,22 51:21,25 52:2,14,24 53:10 53:16,20,23,25 54:8,18,21 55:5 55:12,19,24 56:5 56:16 57:7,14,18 57:23 58:1,4,19 58:23 59:2,15,21 | 60:8,14,25 61:11 61:15,19,23 62:13 62:14,18,25 63:14 63:19 64:17,18,22 64:25 65:12,15,20 65:24 66:10,11,16 66:17 67:2,18 68:10,14 69:14,20 69:25 70:5,16 71:10,25 72:3,16 72:20,21,25 75:20 75:24 76:7,19,24 76:25 77:15 78:1 78:6,10,17 79:3 79:15,23 80:3,10 80:11,16 81:5,22 82:2,15,21 83:2 83:17,21 84:5,6 84:17 85:3,16,23 86:6,21 87:6,11 87:12,16,21 88:3 88:10,12 89:2,17 91:2,7,12,14 92:9 92:14,25 93:14,20 93:24 95:18 96:5 97:5 98:9,17,24 99:3,4,11,15,17 99:20,22 100:7,17 101:2,20 102:2,5 102:6,14,17,25 103:8,13,14 104:7 104:18,22 105:14 107:19,21,22,24 108:19,20,24 109:8,10,14,22,23 111:8,13,25 112:4 112:23 113:2,2,13 113:16,22 114:3,6 114:7,14,15,17,19 115:2,4,6,14 116:1,2,3,4,19 117:2,3,7,14,19 117:23 118:10,25 119:7,24 120:2,3 120:6,11,12,16,18 121:11,16 122:7 | 122:10,14 123:1,2 123:5,10,12,14,18 123:18 124:2,3,11 124:11,17,18,24 124:25 125:9,11 125:19 126:2,16 126:17,22,24 127:1,8,12,13,15 127:16,17,20,21 127:23 128:3,6,15 128:18 129:1,7,7 129:13,14,19 130:5,11,13,22,22 133:12,23 134:4 134:25 135:11,12 135:17,18,19,21 135:23,25 136:5,6 136:14,17,18 137:18,20,21,22 137:23 138:15,16 139:3,4,5,5,13,14 140:1,2,3,15,23 140:24 141:10,12 141:21 142:2,9,11 142:21 143:2,3,10 143:10,13 144:13 144:14,16,17,23 145:2,8,8,10,15 145:15,22,24 146:2,5,12,16,20 146:24 147:2,6,13 147:15,22,23,24 148:4,5,7,13,17 148:20,24 149:2,6 149:7,25 150:7,10 150:12,15 151:12 151:13,20,21 153:10,11 154:12 154:19,25 155:11 155:21,23,25 157:5,9,22 158:14 159:3,9,15,23 160:8,13,16,22 161:1,10,11,25 163:23 164:5,8 165:3,10,24 166:6 | 167:6,12 168:3,9 168:11,16 169:1,5 170:14 171:1,1,8 171:11,24 172:6 172:12 173:3,4,15 173:18 174:11,17 176:1,11 179:23 181:9,13,15 182:4 182:14,23 183:1 184:16,19,22,24 185:4,11,11,15,17 185:19,24 186:6,7 186:13,15 187:13 187:22 197:12 199:3 206:1 207:11,13,14,21 associations 26:9 33:10 34:4,12 39:20,23 40:11,17 40:22 41:20 52:1 67:24 92:15 104:18,23 107:18 107:25 108:8 109:14 110:15 111:17 112:10,20 112:22 113:7,14 113:21 114:2,22 115:3,5,13,16,22 115:25 117:20 118:3,9 119:2,25 121:23 123:5,13 125:8,12,17,21 126:1,7,11,23,25 127:21 129:1,2 130:3,4,10,14,24 132:16,23 133:6,9 141:11,20 145:23 149:5 150:16 151:18 154:21 155:12 160:12,14 161:13 164:17 166:23 180:6 associationss 132:24 assume 12:23 183:15 | assumed 38:21 assumption 46:17 assure 177:21 attached 9:23 attachment 43:5 179:22 attachments 178:10 179:6,8,10 179:21 attempt 53:10 176:12 attempted 36:14 93:25 94:15 138:2 138:14,17 173:13 174:10 176:2 attempts 137:25 attend 41:25 42:6 132:17 133:25 attended 133:2,4 attention 38:3 42:10 43:22 49:6 68:5 70:19 79:8 88:17 96:4 110:25 132:5 163:17 169:17 180:9 attorneys 15:15 attorneyss 15:6,10 15:13,21,24 16:6 16:12,17 attractive 73:1 75:21,25 91:9,15 92:9,14 attributable 136:6 attribute 157:11 168:4 authenticate 194:13 196:9 authorizes 17:18 auto 164:25 automatic 105:21 automatically 106:2 152:19 available 31:22 91:1 95:3 141:19 142:24 145:14,21 159:12 165:8 |
|--|--|---|--|--|

| | | | | |
|---|--|--|---|--|
| avenue 2:3,14 4:16 5:7 aware 40:9 126:11 139:20,22 184:22 185:9,15 186:2,4 186:11,17 | 198:20 bates 6:14,16 8:7 8:22 9:10,12,14 9:16 41:6 104:2 149:17 161:21 163:8 165:20 177:3 179:16 | bibs 86:16 96:17 big 66:21 139:23 158:10 176:18 204:11 bigger 39:8 66:25 biggest 39:21,21 40:3,5,6 | 72:22,25 73:12,17 73:23 74:22,23 75:6,8,10,19,24 76:3,6 78:10,13 79:11 80:15,21 81:13 83:3 98:9 99:4,11 | <hr/> C <hr/> c 2:9,15 3:1,4 4:1,4 5:1 47:5 179:4 calculate 138:1 173:13 174:10,16 176:2 |
| <hr/> B <hr/> | | | | |
| b 6:8 7:1 8:1 9:1 14:2 22:16,18 32:18 43:23 44:1 110:18 149:1 150:24 back 16:24 20:15 20:16 29:14 47:5 48:24 60:11 62:12 65:3 67:11,12 96:4 98:2 121:2,6 121:7,9 151:25 154:8 163:9 169:10 174:21 183:2 186:24,25 187:12 191:14 193:17,18 194:4 194:14 196:10 204:10 | bcf 178:19,23 179:3 beach 3:8 bear 151:6,20 199:20 beginning 106:16 begins 10:2 68:6 140:23 behalf 1:10 11:3 behavior 189:25 belabor 143:20 believe 14:22 25:17 43:14 60:5 65:22 78:4 80:19 97:9 106:4 128:3 157:24 184:1 believes 207:3 belong 141:11 145:23 bence 1:10 benco 1:7,14 4:3 11:9 27:21 28:1,9 29:1,20 31:23 32:6 35:9,22 185:10,23 186:5 186:12 187:24 190:1 208:9 benefit 31:7 173:3 197:14 benefits 126:25 best 21:15 22:3,10 24:22 29:4 53:9 56:1 107:13,16 202:15 203:14,18 better 103:12,16 144:15 158:1 beyond 85:24 97:12 116:11 147:14 193:7 bfc 178:17 | bipc 4:11 bit 182:20 blue 71:13,22 bluecolored 71:7 blur 135:9 blurry 70:24 board 17:17,20 18:11,12,17 80:10 80:13 boards 129:18 boies 2:12 10:11,21 bore 151:11 bottom 37:9 38:4 42:11 104:2,13 122:10 149:17 152:10 153:15 159:20 161:22 162:20 166:25 169:19 172:23 177:10 180:10 193:25 203:10 bought 174:6 205:7 boulevard 3:7 bounce 30:16 78:15 83:1 197:2 bounced 60:12 bouncing 30:17 box 46:2 boycott 185:10,16 brand 55:13,23 56:2,6 57:14,17 61:8 71:25 72:3 76:13 78:17 80:17 83:4,7 brands 54:5 55:3,4 55:5,6 56:21,24 56:25 57:3,6,14 57:17 61:5 67:4 71:19,23 72:15,19 | break 13:2,4 51:6 52:5 66:4,7 88:24 176:16,19 195:19 briefly 137:1 170:5 briggs 3:14,20 11:6 bringing 63:7 broader 36:24 brochures 145:17 bsflp 2:17 buchanan 4:4 11:8 bucks 197:17 budget 88:20 179:24 184:7 187:14,18 budgeted 181:4,8 184:3,11 budgeting 180:6 183:22 build 116:15,17 building 26:4,5,6,7 26:9 buildings 27:9,10 bull 163:13 bullet 44:3,11,25 45:7,18 business 17:25 25:9 27:22 28:9 36:10 36:15 38:10 39:9 39:22 40:13 84:7 129:10 173:5 189:6,14,16 191:8 192:2,8 194:3,20 196:12 201:12 buy 21:17 22:6 24:7 46:3 77:2,22 143:7 204:14 buying 138:3,12 167:14 195:15,17 196:2 | called 11:11 13:22 32:11 33:14,21 42:23 104:14 105:18 121:16 152:11 158:23 callout 98:8 calls 114:22 cancelled 107:18 107:21 cant 31:8 32:1 46:13,13 48:8,25 50:5 61:17 62:7 67:5 71:1,4,6,13 71:21 94:25 97:14 99:14 102:1 108:11,21 118:14 130:7 136:4 143:5 146:15 151:15 172:19 183:19,21 207:5 capacity 28:12 83:9 carolina 117:25 carrie 4:5,11 11:8 208:8 carried 76:19 80:16 81:23 carry 81:14 88:13 101:15 carrying 101:16 cart 91:24 case 11:17 14:21 |

| | | | | |
|---|---|--|--|--|
| 15:5,15 46:3 101:23 119:4 143:24,24 163:1 172:4,6 203:5 cases 30:25 catalog 49:9,15,16 49:19 50:18,21 145:17 147:20 catalogs 49:19 50:1 50:3,6,14,24 catch 163:8 categories 52:24 53:4,11,14,22 63:19,21 70:21,23 71:5 74:2 79:9 85:10,12,15 86:12 86:15,21,25 87:3 87:20 88:1,7,13 88:25 89:6,12,15 89:18 90:5,11,13 90:19 91:1,9,14 91:18 92:8,13,21 93:2,16,17,22 94:6,9,12 96:16 96:23 97:7,15,17 97:20,23 158:9 167:12 170:18 category 53:19 73:13 79:19 cause 209:17 caused 40:2 195:1 center 3:16 certain 54:2 104:21 172:7 certainly 119:20 certificate 209:1 certified 2:6 certify 209:7 challenging 16:7 change 27:2 46:7 50:23 59:3 63:9 96:22 97:4,4,6 198:19,22,23 changed 27:9 108:17 136:7 146:9 155:8,9 | 198:8 changes 156:21 198:13 changing 97:22 channels 115:1 characterize 40:2 charge 30:5 41:19 60:9,12 65:1 78:12 82:22 93:1 110:14 207:14 charged 60:15 charging 28:13 77:1 check 145:1,3 148:11 checked 145:18 chicken 91:22 choice 61:21 176:6 choose 72:24 chronology 33:16 cindy 37:16 193:20 193:21 196:23,25 198:2 200:14,14 circumstance 126:18 circumstances 94:18 126:20 206:12 civil 1:5,10 10:6,7 clarification 12:23 12:24 16:10 33:20 clarify 19:10 84:2 106:19 144:11 191:10 clarks 62:15 class 3:3 10:24 11:1 187:10 204:5 208:12 clauses 108:25 109:3,6,13 clear 23:17 74:14 74:15,20 103:5 115:12 157:16 176:9 200:22 clue 137:17,19 138:13 190:5 | cobranding 51:14 51:16,22 52:1 cold 114:24 column 105:8,13,18 com 1:25 2:17 3:10 3:11,20 4:11,20 5:11,12 38:12 combination 81:15 195:8 come 18:20,21 22:14 46:8 87:11 90:9 135:22 167:16 190:15 204:25 comes 50:20,21 176:18 205:3 coming 157:15 207:3,6,9,11 commencing 2:4 commission 209:24 commissions 164:16 committee 41:16 41:19,23,25 42:2 43:4 80:5 81:10 81:16 88:14,15 89:3,23,25 90:3 90:22 169:15 178:11,15 179:4,5 committees 178:13 communicating 184:23 communication 190:13 communications 48:13 companies 1:6,13 3:13 21:24 42:17 43:10 101:8 130:23 133:8 company 1:7,14 4:3 11:7 13:22 14:2 20:6,20,25 21:7 21:16,18,23 22:6 23:3,6,8,13,23,25 24:8,15 25:10,16 | 26:2 36:13 38:15 38:17 40:9,23 43:13 64:4 101:16 109:15 132:22 compare 31:21 compared 28:16 54:22 55:6 65:13 82:15 118:12 compares 65:25 112:9 compensation 164:25 compete 28:8 competes 40:10 competing 109:5 competition 27:25 35:14,24 competitive 69:22 competitor 35:4,6 36:7 39:2,7,8 187:15,16,25 188:4 competitors 34:23 93:21 165:12 187:22 complained 102:13 complaints 102:7 102:16 156:12,14 170:7 complete 43:13 completely 100:20 components 89:23 comprehensive 42:20 comprise 68:10 computer 171:25 172:3 209:13 con 190:10 concentrate 88:22 201:12 concept 202:20 concerns 170:7 conclude 208:16 concluded 208:18 conference 8:21 132:4 | confidential 15:6 15:22,24 162:12 162:19,20,24 177:10,15,18 187:17 confidentiality 6:11 14:21 15:4 162:21 confirm 208:4 confused 92:2 144:5,10,11,12 confusing 75:8 confusion 144:7 conjunction 87:1 connect 115:21 connected 55:21 consciously 70:7 consequences 193:10 consider 35:21,23 39:1 81:11 111:16 111:23 130:3 131:2 136:14 197:10 considered 91:17 considering 130:4 130:24 consistency 205:21 consistently 197:21 constitute 111:17 consulted 65:6 contact 189:3 190:7 contacted 190:10 contacts 115:2,16 120:6 contain 151:18 contingent 81:19 continue 16:12,20 47:22 152:15,20 186:6,14 continued 40:7 97:12 continues 136:11 contract 23:2 24:23 24:25,25 25:1,7 25:14,17 58:3,5 105:4,7,9,14 |
|---|---|--|--|--|

| | | | | |
|---|---|---|---|--|
| 106:1,5,6,10,14 106:15,17,22 107:4,5,8 109:18 155:5,7 183:15,17 contracting 150:20 183:16 contracts 24:16 58:2 104:22 105:21 107:12,19 107:22 151:22 control 53:5 97:2 conversation 134:5 copy 14:20 25:7 corner 37:10 42:11 104:2 122:11 149:18 152:10 159:20 161:22 162:12,20 165:25 169:19 177:11 180:10 correct 16:13,14,21 19:25 20:1 21:19 24:8 25:21 26:18 26:20 27:1 33:22 33:23 34:5,6 37:17,18,21 38:25 40:19 41:17,18 45:16 47:18 55:10 55:14 56:2,3 57:19,21 65:5,7 65:11 67:1 72:18 73:14 74:2,24 78:19 84:8 85:13 85:14 87:23 88:4 89:4,14 92:6,11 93:18,19 100:12 100:14,24 102:24 104:24,25 105:22 106:4 109:11 110:16,22 111:12 117:16,25 118:9 118:21 119:21,22 123:2,3,10,11 124:3,18,25 126:9 127:18 129:15,23 132:19 133:6,7 | 138:20 141:9 142:22 150:13 151:14 152:2,16 152:22 153:20 155:13,14,23 157:20 160:7 161:7,9 162:2 166:23 167:7,21 171:12 173:16 179:10 180:22,23 180:25 181:23 182:16,18,23,24 183:3 194:10,12 195:18 201:16 205:24 206:8,11 207:12 209:14 correctly 33:15 51:19 76:1 101:10 151:9 153:6 169:25 178:24 179:25 corresponding 114:19 cost 151:6 153:23 154:2,15 157:3 167:23 174:6 197:23 costs 102:3 151:12 151:20 154:6,7 167:13,16,18,20 167:23 168:4 171:2 197:24 cotton 86:16,17 96:17,18 couldnt 43:18 68:19 123:23 151:24 196:17 counsel 10:15 12:10,15,18,18 15:12 16:1,4 51:5 200:17 209:16 country 32:21,22 32:23 40:8 183:7 county 209:4,6,24 couple 119:5 124:16 131:18 | 164:23 197:17 course 189:6,14,15 191:8 194:3,20 196:12 court 1:1 5:16 10:5 10:13 11:4 12:6 37:7 70:13 103:21 110:7 131:12 158:21 161:19,19 177:2 179:15 201:18 cover 12:3 197:16 197:24 craig 1:17 2:1 6:3 10:3,18,20 11:10 11:22 38:9 143:23 189:20 191:20 192:14 193:21 198:3 208:18 cranberry 67:25 68:2 72:5,19 76:4 76:11 create 18:14 78:15 82:25 189:14 created 97:15 146:20 194:19 creation 18:18 creator 99:7 cser 5:6 10:19,19 csr5519 1:25 209:23 cups 86:16 96:18 current 13:9 106:1 106:25 107:7 currently 49:21,25 92:23 125:11 customer 75:8,9 140:22 141:18,19 143:1 144:15 159:13 170:7,16 170:23 205:23 206:6,13,20,22,25 207:3,5,7,20 customers 33:1,8 50:14,17,23 58:20 69:23 73:1,2 | 75:21,25 91:1,10 92:9 97:24 102:7 102:13,17 139:23 141:6,25 142:8 146:2,6,12,17,21 146:23 148:2 172:8 186:5,6,13 186:14 196:3 199:3 207:14 cut 100:20 159:20 <hr/> D <hr/> d 2:15 3:5 6:1,8 7:1 8:1 9:1 14:2 22:16 22:18 32:18 110:18 149:1 150:24 dallas 4:18 dan 10:17,23 187:9 200:10,10,12 daniel 3:6 5:5 darren 17:8,9 19:16,21 196:24 198:2 data 197:3 date 105:10,13 106:6,16,22 107:4 116:11 152:15 159:19,24 179:2 dated 7:9,13,17,21 8:5,11,18 9:5 37:17 67:19 86:6 155:21 dates 87:16 157:25 164:11 day 123:25 127:5 days 15:11 16:11 16:16,19 131:19 daytoday 17:25 deal 192:22 dealing 128:25 dealings 130:2,9 deals 44:23 december 6:19 7:18,22 52:15,25 53:12 79:4,20,22 | 84:6 85:4,17 96:6 96:21 97:23 98:10 118:6 179:24 decide 51:21 55:19 73:10 81:13 88:12 90:12 204:13 decided 192:9 201:11 deciding 88:25 91:18 92:12 203:24 decision 48:8 65:4 65:6 80:2 86:24 92:20 171:4 197:10 decisions 118:16 declined 113:5,7,22 114:2 decrease 136:11 184:11 decreased 22:7 119:12 139:15 160:23 198:16 decreasing 141:8 dedicate 19:22 dedicated 168:21 deemed 15:10 deep 170:10 defendant 11:7 defendants 1:8,15 15:16 define 54:4 174:25 defined 174:9 definitely 59:25 delaware 118:19 delays 102:7 deleted 191:18 194:5 denominator 138:5 138:6 dental 1:4,7,14 2:11 4:3 9:11,15 9:17 10:3,5,18,20 10:22 11:9 13:17 13:20 14:7,12,13 16:5,8 18:9,13,17 |
|---|---|---|---|--|

| | | | | |
|-------------------|----------------------------|-----------------------------|----------------------------|------------------------------|
| 26:9,25 27:4 | 151:13,18,21 | described 114:21 | 52:24 53:4,11 | discuss 15:10 |
| 31:12 32:10 33:2 | 153:11 154:21,25 | 134:10 | 54:12,15 57:3 | discussed 50:19 |
| 33:10,13,25 34:3 | 155:12 160:12 | description 6:9 7:2 | 63:8 73:8,17,17 | 101:7 120:8 |
| 34:12 35:11 36:14 | 161:11,13,21,25 | 8:2 9:2 | 74:2 75:17 83:3,9 | 156:15 172:21 |
| 36:24 38:17 39:10 | 163:12 164:17 | design 151:4 | 93:8,16 101:15,19 | 193:5 |
| 39:20,23 40:11,13 | 165:24 166:23 | designate 15:12 | 113:17 114:8 | discussion 184:2 |
| 40:17,22 41:15,20 | 177:4 179:17,23 | 16:5 | 120:5 137:8 | discussions 48:12 |
| 48:13 52:1,2 60:3 | 180:6 181:9 | designated 15:5,17 | 142:25 144:1 | 77:24 |
| 80:9 88:2 89:20 | 184:19,23 185:1 | 15:21 | 154:16 160:9 | disposable 49:10 |
| 90:4,20 92:15 | 185:11,15,25 | designation 16:8,12 | 172:22 175:7,8,13 | 49:20 |
| 104:7,17,18,23 | 187:11,13 | desire 128:22,23 | 175:20,23 | disposables 42:23 |
| 107:18,22,25 | dentist 38:11 88:16 | details 94:22 | differential 145:4 | 47:6,12,21 48:7 |
| 108:8,20 109:8,13 | 138:13 140:24 | determine 30:4 | difficulties 173:11 | 48:15,20 49:16 |
| 109:21 110:15 | 145:2 204:13 | 45:9 64:25 78:12 | dig 189:12 | 53:6 62:9 97:2 |
| 111:12,17,24 | dentists 18:11 54:2 | 92:25 157:17 | diminishing 73:4 | dispute 117:11 |
| 112:3,10,20,22 | 54:10,13 59:15,21 | 174:15 176:12 | 73:12,16,23 74:21 | distinction 205:11 |
| 113:7,14,21 114:2 | 60:10,15 81:16 | 197:1 202:19 | 75:5 | distinguish 147:1 |
| 114:7,14,19,22 | 88:20 89:13,19 | determined 21:16 | direct 36:7 42:10 | distributor 23:10 |
| 115:3,5,13,16,21 | 90:11,19 112:3 | 58:8 60:9 64:18 | 43:22 49:6 60:5 | 23:12,14 24:5 |
| 115:25 116:3,4,19 | 136:19 138:8,10 | 76:24 82:21 93:15 | 68:5 70:19 80:1 | 25:21 43:6 60:5 |
| 117:20 118:3,8 | 138:13 139:2,4,12 | 93:16 198:4 | 85:19 95:12 96:1 | 68:4 77:4,6 90:15 |
| 119:1,8,25 120:5 | 141:10 145:23 | determining | 96:4 98:1 110:25 | 95:1,7 99:21 |
| 120:11 121:23 | 146:3,6,17,25 | 202:16 | 117:21 120:7 | 103:5,12 161:5 |
| 122:3,7,10,25,25 | 187:10 | detroit 1:20 2:4 5:9 | 132:5 147:20 | distributors 60:3 |
| 123:1,4,14,17 | department 169:24 | developed 49:9 | 150:25 152:24 | 99:22 101:2,4,6 |
| 124:2,11,17,24 | dependent 136:22 | developer 156:10 | 163:17 169:17 | 101:11 102:21,22 |
| 125:8,12,17,20 | deposed 11:23 | devote 168:25 | 180:9 192:6 | 102:25 103:3,8,13 |
| 126:1,7,11,15,17 | deposition 1:17 2:1 | devoted 19:19 | directing 38:3 79:8 | district 1:1,2 10:5,6 |
| 126:23,24 127:4,8 | 10:2,10 11:25 | 168:15 169:4 | direction 90:22 | 122:7,18,25 123:7 |
| 127:12,17,21,23 | 14:24 37:4 41:2 | 171:10 | directly 30:7,12 | division 67:4 |
| 128:3,5,15,17 | 52:9 56:10 60:21 | devoting 168:15 | 35:14,24 59:15,21 | dmd 1:10 |
| 129:1,2,6 130:2,4 | 67:13 70:9 78:23 | didn't 21:11 24:7,24 | 101:7 184:13 | doctor 196:17 |
| 130:9,11,14,21,22 | 84:23 86:1 103:23 | 24:25 48:19 58:16 | 192:10 205:1,3,6 | document 6:14,16 |
| 130:24 132:16,23 | 110:2 116:22 | 58:19 64:13 95:22 | director 37:24,25 | 8:7,22 9:7,10,12 |
| 132:24 133:5,9 | 121:3 131:9 | 100:13,20,22 | 49:4 114:18 | 9:14,16 14:25 |
| 134:4 135:18,22 | 149:11 155:16 | 102:9 119:16 | directors 17:17,20 | 37:8,11,13 41:5,8 |
| 136:6,18 137:18 | 158:17 161:16 | 134:12 148:9 | 18:11,12 | 41:11,14 42:16 |
| 137:21 138:9,15 | 162:25 165:16 | 156:23 157:1 | disclose 15:25 | 44:13 52:16,19 |
| 139:3,5 140:2,3 | 176:21 179:12 | 163:8 172:6 | 162:24 | 56:18 57:12,12 |
| 141:11,20 143:2,9 | 188:11 190:22 | 174:13 175:17,17 | disclosed 177:20 | 60:7 61:1 67:16 |
| 144:13,16 145:7 | 201:25 208:16,18 | 192:9,21 196:17 | discount 31:7 45:10 | 67:20,22 70:17 |
| 145:15,23 146:17 | 209:7 | differ 36:18 | 46:1,20,23 | 79:5,17 85:5 86:8 |
| 147:6,22,23 148:4 | describe 63:24 64:5 | difference 32:15,17 | discounted 45:9 | 104:3,6,8,12 |
| 148:6,13,16,19,23 | 77:19 113:18 | 174:24 175:9 | discounts 44:7,16 | 105:24 110:10 |
| 148:24 149:2,5 | 134:12 137:1 | different 14:17 | 45:1,1,8,18 46:6 | 111:14 117:4 |
| 150:1,5,7,11,16 | 170:5 | 36:24 46:3 50:17 | 46:10 47:1 83:18 | 121:10,13,15 |

| | | | | |
|--|---|--|--|---|
| 131:24 132:1 149:19,21 152:1 158:22 159:3,12 159:19 161:21,23 162:7,11,18,23 163:9 165:7,14,20 165:21,23 166:4 171:20 177:3,9,15 177:16,25 179:18 180:2,3,4,14 182:17 187:13 188:15,18,22 190:20 192:17 194:2,15,16,19 196:11 documented 117:10 documents 96:9 149:23 158:2,4,8 164:4,11 194:14 doesnt 50:22 74:1 75:24 171:21 181:14 206:6,7,24 doing 63:9 101:25 113:8 119:14 134:17 168:22 198:15 dollar 181:3,4 donovan 191:20 193:9 dont 12:1,23 14:22 18:15,19 19:15 20:5,24 21:1,10 23:5 24:17 25:1,8 25:17 29:6,10,13 35:18 38:20 45:4 49:17,23 50:20 54:6 55:21 58:3 59:5,22 60:6 61:24 62:10,17,23 64:6,8,14 65:19 66:3,14 68:3 69:7 70:25 71:12,15,15 73:15,15,20 74:7 75:1,2 77:10,11 77:12,13,17 78:4 | 78:22 79:16 80:1 80:14 81:1 85:19 87:16,18,25 88:8 88:11 94:21 95:2 95:12,24 96:1 98:14,20,23 99:9 100:15 101:8 103:1 105:6,23 109:25 111:20 112:14 113:4,10 113:10 117:5,9,11 123:25 125:17 126:8,12,13 129:3 130:16 135:4,6 136:2 137:9,19 138:4 139:8,9,17 140:21 141:2,6,13 143:20 144:10,18 144:19,19 145:1 146:11,14 147:12 149:22 154:13,18 154:18 156:14 157:16 159:17 164:10 168:5,7,22 169:6 171:6,22 172:11 174:2 176:5,7 182:8 183:11 184:1,13 184:13 185:1 187:2 188:2,6,24 192:14,24 193:13 195:3 196:18,19 196:20 198:18 200:14 206:24 207:2 208:5 door 187:5 drinking 86:16 96:17 driving 128:21 dropship 205:14,16 205:18 dropshipped 206:21 dropships 205:22 206:13,17 drubenstein 3:11 | dschulte 5:11 duly 11:12 209:9,12 duplicated 36:10 duplicating 39:9 <hr/> E <hr/> e 2:9,9 3:1,1 4:1,1 5:1,1 6:1,8,8 7:1,1 8:1,1 9:1,1 earlier 19:16 22:15 24:24 25:19 39:9 49:5 50:20 63:22 66:21 75:7 83:12 90:16 99:6,25 100:4 103:4 110:13 120:8 127:2,6 141:13 156:15 162:22 164:5 189:21 197:13 206:1 early 116:10 117:22 earthshattering 193:16 easier 12:6 97:24 easily 43:6 eastern 1:2 10:6 ecobee 72:7,20 76:4 effect 106:15 107:5 107:15 152:20 effective 159:19,23 efficient 156:16 efforts 118:25 119:12 120:11 183:6 egg 91:22 eight 19:14 either 15:6 42:5 71:1 82:16 87:16 89:1 105:22 141:2 143:24 159:14 171:23 176:13 185:9,22 186:11 197:11 204:24 209:16 email 9:18,19 37:15 | 37:19 38:4,5,9,16 38:23 40:2 178:3 179:7,9,9,11,21 188:17 189:19 191:17,19 194:5 201:1,4 emails 188:20 189:7,9,14 190:25 191:5,7 193:12,21 employed 113:20 employee 17:10 114:18 171:19 172:2 178:9 employees 19:1 169:8,22 170:3,11 170:13 171:10,14 171:15,18,22 employer 13:9 employing 36:16 encountered 40:23 ended 25:16 endorse 109:5,10 113:1,22 115:6 125:17 126:8,12 126:14,16 130:5 130:25 137:4 139:9 202:12,16 203:24 endorsed 41:16 47:16,16 104:18 104:24 109:14 111:20,24 115:4 115:14,17 116:1 122:14 123:5,9,18 124:3,11,18,25 125:9,20 126:2 129:1 130:13,13 130:24 132:23 135:11 137:22 138:16 139:14 141:12,14,20 142:1,2,8 143:2 143:10 144:14 145:6,8,15,24 147:17 149:6 155:13 160:13 | 169:15 180:19 203:15,20 endorsement 9:20 32:9,13 40:10,17 40:21 41:20 110:15 111:18 113:3,15,21 114:3 114:7,23 115:23 116:4,14 123:13 125:12 126:23 127:15 129:6 130:3 133:8 136:18 137:11,16 140:2 161:11 202:11,24 endorsements 36:15 39:10 52:3 92:23 112:24 117:14,19,24 118:2,12,19 119:1 119:6,13,23 120:4 121:17 129:14 132:24 137:9 195:10 endorsers 70:3 91:15 92:15 endorses 139:3 endorsing 47:19 107:25 109:15,22 113:15 126:25 127:13,14,21 136:23 141:22 143:5 144:22 145:2,5 154:20 160:14 161:13 164:16 166:23 185:11,17,19 203:4,5 enhance 128:9 enhancement 31:7 31:8 enhances 128:22 enter 150:14 enters 150:18 entice 128:17 entirely 168:15 |
|--|---|--|--|---|

| | | | | |
|--|--|---|---|---|
| entities 28:13 35:13 35:23 109:5 entitled 9:7 entity 14:16 22:16 110:14,19,20 168:11,12 173:3 182:6,7 202:20 equipment 171:25 186:13 established 77:23 77:24 83:22 84:10 estimate 108:12 138:22 et 10:5 etched 71:12 event 77:18 194:9 194:11 209:17 events 152:18 154:25 188:21,22 188:24 eventually 33:18 94:10 everybody 83:15 exact 61:17 exactly 12:1 19:15 62:7 87:25 102:1 112:5 132:14 175:21 197:21 198:3 examination 6:4,5 6:6 11:18 63:25 64:5,7 153:2 187:7 199:23 examined 11:14 example 137:15 164:15 175:15 exception 167:9 exchanged 193:12 exclusivity 108:25 109:3,6,13,21 excuse 122:6 192:13 executive 114:17 exhibit 6:10,14,16 6:18,21 7:3,7,11 7:15,19 8:3,7,9,12 | 8:17,20,22 9:3,7 9:10,12,14,16,18 9:19,20,21 14:24 37:4,8 41:2 52:9 52:13,21 56:9,10 56:15 60:20,21 67:13,17 70:9,14 78:23 79:2 84:23 85:2 86:1,5 96:5,6 98:5 103:21,22,23 110:2,8 116:22 117:1 121:3,10,21 121:24,25 122:4 122:15 131:9,13 131:21 147:7 149:11,15 153:1,4 153:8,13,14 155:16,20 158:17 158:22 161:16,20 165:16,19 169:11 169:12 176:21 177:3 178:1 179:12,16 187:12 188:10,10,11 190:22 193:17,18 196:10 200:23 201:5,21,25 202:11,23 203:7 exhibits 9:23 157:24 202:3 existing 63:21 172:8 195:10,17 196:3 exists 171:6 expand 62:25 82:1 82:6 85:23 94:5 95:10,15,22 100:2 100:10,22 193:6 expanded 66:12 93:21 94:10 147:14 156:15 172:1 expanding 39:16 170:15 expansion 40:7 42:23 47:6 91:7 | 91:13 170:18 expected 180:6 expense 149:8 167:15 174:5 expenses 30:21 166:12 173:2,7 174:4 197:16 198:8,12 experience 103:11 128:25 130:19,21 140:22 experienced 102:6 expiration 106:1 expires 209:24 explain 14:10 75:4 83:1,10 94:18 101:13 182:19 194:22 199:12 explained 97:20 129:3,5 explaining 116:20 explanation 199:3 199:4,5 explanations 199:14 expressed 46:19 114:25 130:12 extent 15:20 57:6 172:2 extra 46:2 eyes 15:6,11,13,22 15:24 16:7,13,17 | familiar 13:22 38:15 41:13 63:11 90:17 132:11 166:4 176:6 180:2 family 118:7 far 105:17 180:11 federal 181:16 feedback 43:4 feel 15:2 84:11 128:21 felt 28:11 89:25 fewer 119:20 figure 48:18,25 90:10 107:3 137:20 138:14 142:7 197:3 figures 166:21 film 86:16 96:17 final 77:24,25 finally 116:12 finance 178:11,13 178:15 179:3,5 financial 13:10,12 13:17,19 14:3,5 14:13,15 17:1,6 17:11,22 18:1,4 18:22 31:5 41:16 110:18 150:17,21 169:14 find 158:11 fine 82:12 finger 55:12 finish 12:5,12 34:14 finished 75:12 firm 3:4 10:24 187:10 first 11:11 12:2,4 31:6,10 37:10 41:6 49:8 62:20 71:24 80:5 87:8 87:10 89:16 104:3 105:1,14 106:5 111:1,5 131:8 135:7 137:13 140:7 149:18 150:19,21 151:25 | 152:4 155:25 161:22 167:14 169:3,11 179:17 179:22 191:20 193:23 196:25 201:24,24 209:9 fit 120:15 203:14 203:18 fitted 69:19 five 27:12 84:22 flaherty 3:15 11:6,6 163:7,11,14 177:5 177:7 208:6,6 flatten 140:20 flexibility 169:24 flexner 2:12 10:12 10:22 focus 33:7 focused 103:3 focusing 99:7 120:10 follow 203:23 followed 202:15 followers 131:3 following 157:6 follows 11:14 forced 199:8 foregoing 209:11 forgot 29:15 100:1 form 9:9 21:25 22:9 28:2,10 29:5,21 31:24 34:24 35:16 36:1,19 39:14 46:12 47:24 51:10 51:17 53:2 54:3 57:10 59:4 63:1 64:1 66:2 69:2,11 73:3,19 74:3,25 80:25 81:8 82:19 83:25 84:14 85:18 89:21 92:16 94:1 94:14 95:11,25 97:8 98:19 99:24 103:15 106:18 108:4 109:17,24 111:19 112:17,25 |
|--|--|---|---|---|

| | | | | |
|---------------------------|---------------------------|----------------------------|--------------------|-------------------|
| 113:9 115:7 116:5 | 121:13 126:13 | glasses 70:25 | 27:22,24,25 28:7 | 80:16 81:5 82:8 |
| 118:13 119:15 | 131:21 134:11,16 | glove 9:8 20:6 30:1 | 28:9,16,20,24,25 | 82:21 83:3,8,17 |
| 125:22 126:4 | 134:23 135:1 | 32:11,12,16 33:6 | 29:3,18,18,19 | 83:21 84:5,6,7 |
| 127:24 128:7,19 | 149:19 158:5,12 | 33:14,17,19,21 | 30:4,5,10,18,19 | 85:12,16,23,24 |
| 129:9,21,24 130:6 | 161:23 165:21 | 34:10 42:22 43:23 | 31:2,21 32:4,8,9 | 87:11,17,17 88:12 |
| 130:15 131:1 | 179:18 202:4 | 54:22,23 55:22 | 32:12,14,15,18,20 | 91:2,7,12,14 92:9 |
| 135:13 136:21 | fruition 80:6 | 68:3,22 69:4 | 32:20,21,25 33:1 | 92:14,25 93:14,20 |
| 139:7,16,21 140:9 | ftc 189:22 190:2,5 | 76:19 77:21 87:6 | 33:1,4,8,11,12,25 | 93:24 95:2,18 |
| 141:1 143:15 | 200:5,9,9,20 | 87:6 88:6 89:1,16 | 34:3,5,11,11 35:4 | 96:5 97:1,5 98:9 |
| 150:2 158:24 | fulfilled 205:4 | 104:14 105:9 | 35:7,15,25 36:18 | 98:17,24 99:3,11 |
| 159:7,10,14,24,25 | full 11:20 163:8 | 107:14 111:1,2,6 | 39:2,12,24 40:6 | 99:15,17,20,22 |
| 160:5 168:23 | 169:9 209:14 | 111:10,11,18,23 | 40:12,16,22 42:3 | 100:7,8,18,18 |
| 171:16 176:4 | fulltime 169:8 | 117:18 128:4,14 | 42:8,18 43:11,16 | 101:2,8,17,20 |
| 178:19 181:24 | 171:15,18 | 136:13 140:15 | 43:20 44:14,15 | 102:2,5,6,14,17 |
| 183:5 185:12,18 | funding 18:20 | 147:2,4,21 148:2 | 46:2,11 47:2,17 | 103:1,8,13,14 |
| 186:1,8,16 188:23 | further 187:2 | 148:12,17,23 | 47:20,22,23 48:7 | 104:19,23 107:19 |
| 191:9 192:4,23 | 193:10 208:10 | 158:23 159:6 | 48:15,20 49:2,9 | 107:21,24 108:19 |
| 195:2,7,21 196:11 | future 49:12 | 160:6 164:1,14 | 49:16,18,19,25 | 108:24 109:10,15 |
| 197:5 201:17 | | 165:25 168:16,25 | 50:11,22 51:21,25 | 109:23 111:8 |
| 203:25 | G | 169:4,23 170:3,19 | 52:24 53:5,11,16 | 112:23 113:2,3,13 |
| formal 133:15,19 | gaining 118:11 | 171:11 173:14,18 | 53:18,19,23,24,25 | 113:16,22 114:3,6 |
| formed 188:3 | gauze 86:17 96:18 | 174:11,18 176:2 | 54:1,1,8,9,9,12,18 | 114:15 115:2,4,6 |
| former 17:10 | general 28:23 | 176:11 180:7 | 54:19,22 55:5,12 | 115:14 116:1,3 |
| forms 158:15 | 77:17,19 132:3 | 181:21,22 182:4,5 | 55:19,20,24,24 | 117:19,23 118:10 |
| forprofit 13:20 | generalization | 183:25 184:4 | 56:2,5 57:4,14,20 | 118:25 119:24 |
| 31:2 114:18 132:8 | 28:21 29:23 32:1 | 185:7 192:2,7 | 57:23,24 58:1,4,8 | 120:2,3,11 122:14 |
| 132:15 133:5,14 | generally 27:7,8 | 193:3 194:17 | 58:19,24 59:11,14 | 123:5,10,12,18 |
| 133:25 150:6 | 30:18 32:3 50:6 | 196:11 203:5 | 59:15,20,21,24 | 124:3,11,18,25 |
| forth 78:2 209:9 | 50:14 54:16 63:16 | gloves 13:23,25 | 60:8,10,14,15 | 125:9,11,19 126:2 |
| found 103:12 | 65:9 89:19 196:24 | 14:1,4,14,19 | 61:12,15,19,23,25 | 126:17,22,24 |
| 138:24 | generated 22:23 | 16:24 17:3,7,15 | 61:25 62:1,13,14 | 127:1,13,16,16,20 |
| founded 18:25 | genesee 209:4,24 | 18:10,14,18,21,25 | 62:14,16,18,20,21 | 127:22 129:2,4,7 |
| four 44:2 47:11,15 | getting 20:8 46:22 | 19:5,12,23 20:4 | 63:25 64:5,7,12 | 129:15,20 130:5 |
| 47:19 48:3,6,18 | 46:23 93:6 95:2 | 20:21,21 21:2,3,4 | 64:15,17,19,23,25 | 130:13 133:12,23 |
| 114:8 118:5 | 112:23 119:17 | 21:6,8,17,18,22 | 65:16,20,24 66:10 | 134:25 135:11 |
| 167:23 169:2,7 | 120:5 | 21:22 22:4,5,6,8 | 66:12 67:24 68:9 | 136:17 137:20,22 |
| 171:10,15 190:4 | give 45:24 59:6 | 22:13,16,18,20,21 | 68:14,21,22 69:1 | 137:24 138:16 |
| frame 87:12 | 84:11 108:11 | 22:22,23,24 23:1 | 69:14,19,20 70:1 | 139:4,6,13,14 |
| free 15:2 101:20 | 167:25 188:6 | 23:3,4,9,9,10,11 | 70:6 71:5,6,10,11 | 140:1,23,25 |
| 102:2 205:23,25 | 199:14 200:19 | 23:14,24,24,25 | 71:18,25 72:3,3 | 141:10,12,21 |
| 206:2,6,10 | 201:21,22,23 | 24:7,10,14,14,19 | 72:15,16,21,25 | 142:2,9,11,21 |
| front 14:25 37:11 | 207:17 | 25:2,3,9,11,15,20 | 73:24 74:24 75:20 | 143:3,7,10,13 |
| 41:8 56:18 61:1 | given 44:24 77:3,6 | 25:20,23 26:1,2,3 | 75:20,24,25 76:8 | 144:14,17 145:8 |
| 67:20 70:17 79:5 | 82:24 93:2 146:21 | 26:10,11,13,14,16 | 76:13,19,24,25,25 | 145:16,24 146:2,5 |
| 85:5 86:8 96:9 | 160:17 199:2,3 | 26:17,19,24 27:3 | 77:15,15 78:1,6 | 146:13,20,24 |
| 104:4 110:10 | gives 88:16 | 27:3,14,17,19,20 | 78:10,17 79:10,23 | 147:2,13,15,24 |

| | | | | |
|---|--|--|--|--|
| 148:5 149:1,6 150:15 151:12,20 153:2,19 154:12 154:19 155:12 156:1 157:5,9 158:14 159:4,9,15 160:13 161:2,10 164:5,6,8,9,12,19 165:10 167:6 168:9,11,16 169:1 169:5 170:14 171:1,8,11,24 172:6,12,24 173:4 173:4,15,18 174:7 174:11,17 176:1 176:11 181:13 182:14,23 184:16 184:19,23 185:4 185:11,17,20,24 186:6,7,15 193:7 204:14 206:1 207:11,13,14,21 glovess 6:19,23 7:5 7:9,13,17,21 8:5 8:14,15,18 9:4 19:2,6,13,19,24 20:2 22:14 27:16 28:15,23 34:22 50:3,13,15 52:14 53:20 56:16 57:7 58:23 59:2 60:25 62:25 63:15,19 65:12 66:16,18 67:3,18 68:10 70:16 72:21 79:3 79:15 80:3,11 81:22 82:2,15 84:17 85:3 86:6 86:21 87:13,21 88:10 89:2,17 99:5 105:14 117:2 117:3,7,14 120:16 121:11 129:14 135:12,17,19,21 135:25 136:5,14 145:10,22 146:17 | 149:7 150:1,11 153:10 155:21,23 157:23 159:23 160:9,16,22 163:23 165:3 166:6 167:13 168:3 171:1 181:15 183:1 184:24 186:13 187:22 199:3 go 20:10 31:15 46:8 48:24 67:6 97:16 120:3,24 135:17 135:20 145:22 146:5 163:5,11 169:10 171:4 186:19 187:12 189:19 191:19 193:17,17 194:14 196:10 205:1 goal 29:25 30:2,22 30:23 31:1,6,9,10 31:11 32:4,7 83:13 127:3 172:18 goes 31:12 110:5 114:6 199:12 going 16:24 20:12 20:15 30:20 35:17 39:10,17,20,21 52:6 62:12 67:8 67:11 77:22 83:15 93:5 102:21 103:21 108:15 110:4 121:1 137:6 157:13 162:5 170:8 175:23,24 186:21 188:5,9 190:20 197:11,15 197:18 198:5 208:17 good 11:15 36:3 51:7 81:9 90:23 125:14 132:22 177:19 goods 167:23 | 206:14,18 gotten 134:23 govern 150:10 governing 6:10 15:4 149:25 150:15 gray 185:24 great 176:25 greater 167:8 grew 33:18 gross 164:18 166:8 166:9 167:5,7 173:19 174:2,9,20 174:23,25 175:7 175:16 ground 12:3 group 13:10,12,17 13:19 14:3,13,15 17:1,6,11,22 18:1 18:4,22 31:5 41:16 110:19 113:19 150:17,21 169:14 growth 40:7 guarantee 48:25 guess 110:1 144:18 179:5 197:7 204:19 guideline 203:23 guidelines 9:20 202:12,14,24 gungho 192:8 guy 53:7 guys 208:4 | 121:10 131:12 149:14 155:19 158:21 161:20 165:19 177:2 179:15,16 202:3 handing 110:7 hands 187:20 handspecific 69:19 handwritten 180:12 hang 195:21 199:20 201:22,22,22,23 207:24 happen 21:23,24 193:2,3 happened 39:17 192:1,3 happening 186:18 happy 13:3 hard 73:9 harder 137:11,12 havent 138:19,24 140:11 174:22 head 13:6 34:19 78:22 87:18 105:23 136:2 139:18 140:21 157:4 168:8 169:6 171:23 181:19 200:15 heading 47:5 56:25 153:23 154:3 164:1 headings 79:10 headquarters 26:7 26:25 27:4 healthcare 43:14 43:15 72:9,20 76:5 94:25 hear 177:4 heard 185:22 help 75:24 169:23 170:3,19 helpful 137:10 helping 170:7 henry 1:7,14 4:13 | 11:3 27:21 28:1,8 28:25 29:20 31:23 32:6 35:6,22 54:24 55:9 65:17 66:1 82:17 185:9 185:23 186:4,11 187:23 200:1 hereinbefore 209:8 hes 51:3 74:5 91:19 166:19 173:25 195:23 hesitating 21:12 hhs 43:6 90:16,18 91:3 94:24 101:1 101:9,11 102:22 103:11,16 high 90:4 99:7 101:6 114:4 higher 60:15 65:9 88:22 89:19 90:19 144:23 198:12 highlighted 99:13 hire 171:5 173:5 hired 169:22 hold 92:1 102:21 143:23 home 99:14 164:24 208:13 honestly 64:6 68:4 80:14 hoogasian 37:16 38:4 39:19 42:4,5 49:4 78:20 82:25 87:2 193:20,22 hoogasians 37:22 hope 208:13 hoped 95:4 horse 91:25 hour 2:4 133:20 176:18 208:19 hourlong 133:20 hours 169:23 hss 43:10,13,16 hundred 136:9 hygiene 53:5 97:1 |
|---|--|--|--|--|

| | | | | |
|---|---|--|--|---|
| <p>I</p> <p>id 14:23 42:10 43:22 49:6 52:12 56:8 60:19 65:3 70:12 79:1 83:5 85:1 86:4 96:4 103:20 131:12 140:10 176:17,18 177:22</p> <p>idea 28:23 48:9 63:17 64:9 81:25 82:18 135:4 146:16 156:17 157:2</p> <p>identification 37:5 41:3 52:10 56:11 60:22 67:14 70:10 78:24 84:24 86:2 96:22 103:24 110:3 116:23 121:4 131:10 149:12 155:17 158:18 161:17 165:17 176:22 179:13 188:12 190:23 202:1</p> <p>identified 122:1,24 155:11 173:12 184:4</p> <p>identifies 104:21</p> <p>identify 50:8 53:11 89:11 100:25 103:7 113:6 122:2 126:15 137:14 160:25 182:2 183:19</p> <p>ids 3:16</p> <p>ifg 18:2,3,4,23,24 19:12,20 25:6 26:8 37:20 38:1,2 49:3 80:13 89:3 110:21,22 148:20 150:17 151:11,17 151:19 153:9 155:3 168:12,13</p> | <p>168:14,24 169:4 171:9,13 172:21 181:14 183:15</p> <p>ignore 29:12</p> <p>ill 12:11,11,23 15:3 16:3 52:13 71:17 71:21,23 74:15 76:12 107:16 144:9 159:21 162:17 179:20 180:13 188:8 201:23</p> <p>illinois 122:3,24</p> <p>im 13:3 19:11 22:19 23:16,16 28:4,21 29:6,7,15,23 34:16 35:17 39:17 41:13 45:8 51:7 53:7 56:13 59:25 74:9 75:1 77:23 80:17 92:1,2,7 94:21 96:13 97:19 97:21 102:9,20 103:4 107:3 108:15 112:18 117:8 119:9 122:16 123:7 128:20 131:15 134:14,19 135:2 139:22 142:7,7 143:9,20 144:2,4 144:4,13 145:14 147:9 148:19 156:10 158:1 159:17 160:18 162:5 168:13 174:3,13,15 175:10,18,22 176:6,6,10 178:21 181:19 183:17 186:17 187:9,9,10 188:5,9 191:1 193:15 195:22 197:18 201:18 204:13</p> <p>image 70:20</p> | <p>immediate 116:14</p> <p>immediately 191:18</p> <p>important 84:16</p> <p>impossible 138:1 157:11 172:25 173:7</p> <p>inception 168:17</p> <p>include 164:13 181:12</p> <p>included 136:13 153:4</p> <p>including 35:1 115:3 138:24</p> <p>increase 58:24 66:16 69:22 70:2 127:9,10,22 128:5 139:6,10 140:4,6 140:7,14,25 157:6 157:12,14 161:1 167:5 195:1 199:6 199:8</p> <p>increased 21:22 22:8 58:25 127:7 140:18 156:22,25 157:19 160:17 170:14 171:1 194:24 195:6,9 198:16</p> <p>increases 167:7,8 199:4</p> <p>increasing 141:7 170:25 199:15</p> <p>incur 173:2</p> <p>incurs 102:3</p> <p>indicate 99:16,21 106:14</p> <p>indicated 55:11 99:25 111:9</p> <p>indicates 118:1 179:10</p> <p>indicating 85:21</p> <p>indicators 163:19</p> <p>indirect 30:13 173:7</p> <p>individually 50:22</p> | <p>individuals 17:5,14 18:7</p> <p>infection 53:5 97:2</p> <p>inform 15:9</p> <p>informal 134:21</p> <p>informally 133:16</p> <p>information 6:12 15:4,5,14,21 42:2 42:7 104:21,22 105:5 107:11 130:17 138:21 162:6 165:7,11 177:15 187:17 189:4 190:17</p> <p>ingersoll 4:4 11:9</p> <p>initial 18:20 25:2 54:22 90:21 145:18</p> <p>initially 21:3,8 23:9 23:24 25:10 53:23 55:20,24 57:15 62:15 80:16 146:25 148:3</p> <p>innovative 72:9,20 76:5</p> <p>inperson 114:10,15 114:20 120:7</p> <p>input 89:3,5 91:2 180:5 183:22,24</p> <p>inside 49:11</p> <p>insight 90:18</p> <p>instances 102:12 134:9 186:18</p> <p>instructs 12:18</p> <p>insurance 8:10 13:10,11,17,19 14:3,5,13,15 17:1 17:6,10,21,25 18:4,22 31:4 41:16 110:9,13,17 110:18 150:17,21 169:14</p> <p>intended 75:20</p> <p>intensive 51:18</p> <p>interaction 170:23</p> <p>interest 114:25</p> | <p>130:12</p> <p>interested 88:21 191:25 209:17</p> <p>interim 79:22</p> <p>internet 141:15</p> <p>interpose 12:10</p> <p>interrupt 163:7</p> <p>interrupting 115:24</p> <p>interruption 20:18 20:19</p> <p>interviewed 189:23</p> <p>introduce 111:6</p> <p>introductions 115:17</p> <p>inverted 179:4</p> <p>invest 171:24</p> <p>invited 133:13</p> <p>invoice 206:22 207:8,12</p> <p>involved 17:7,14 18:9 19:5 30:7,12 30:21 95:15,17,20 132:15 184:1</p> <p>involvement 30:13 197:2</p> <p>ireland 5:15 149:10</p> <p>isnt 74:15 128:13 144:3</p> <p>issue 199:21</p> <p>issues 116:4</p> <p>item 132:6 202:18</p> <p>items 63:20 151:23</p> <p>ive 41:5 67:16 78:9 82:24 144:18 149:14 155:19 165:19 179:15 200:3 202:3</p> |
| | | | | <p>J</p> <p>j 5:5</p> <p>january 1:18 2:2 7:5,10 8:19 10:9 61:1,16 62:11 67:19 121:12 152:2,7,16 179:23</p> |

| | | | | |
|----------------------------|--------------------------|-----------------------------|-----------------------------|----------------------------|
| 209:19 | 80:23 81:5,6,22 | 166:10 168:7 | 64:6,11 81:6 | 99:12,13 105:1,15 |
| jersey 3:8 | 81:24 98:13,15,18 | 169:6 170:10 | left 65:4 70:20 | 107:11,15 119:6 |
| job 12:6 | 98:24 99:3 | 171:3,3,6,22 | lefthand 52:22 85:7 | 121:24 123:14,22 |
| john 3:5 4:15 10:25 | kind 58:17 89:5 | 172:25 176:5,7 | 86:10 162:12,20 | 152:18 153:1 |
| 11:2 199:25 | 120:15 147:5,14 | 177:22 178:6,7,13 | 165:25 177:11 | 154:15 |
| join 128:8,17,22 | 192:5 203:4 | 179:1 181:20 | legal 1:23 10:13,14 | lists 71:22 121:15 |
| 204:5 | 204:11 | 182:8 183:9,14 | 14:16 22:16 | 160:12 180:24 |
| joining 128:10 | kinds 73:9 130:23 | 184:14 185:1,3,6 | letter 192:25 | 198:19 |
| journal 147:9,19 | kleinfelt 178:4 | 188:2 190:10 | level 140:8,19 | litigation 10:4 |
| journals 49:11 | knew 81:9 95:3 | 192:12,21 193:13 | 172:7 | little 58:13 62:11 |
| jpmcdonald 4:20 | know 13:3 19:14 | 195:9 196:19,20 | leverage 58:13,18 | 84:18 163:23 |
| jradowice 3:10 | 21:11 23:13,24 | 198:13,16 199:6 | 58:23 59:2 83:23 | 182:19 199:21,21 |
| july 132:7 | 24:2 25:6,13 | 200:15 205:25 | liberty 4:6 | 203:11 |
| jump 175:17 | 27:20 32:19 38:17 | 206:21,23,25 | life 22:4 | llp 2:12 4:14 10:12 |
| june 8:11 110:10 | 38:20 41:11 44:23 | knowledge 22:10 | lifetime 176:20 | locke 4:14 11:2 |
| 111:13 117:18 | 45:1 48:22 49:23 | 47:4 54:13 96:2 | liked 102:10 | lockelord 4:20 |
| K | 50:19 54:21 57:25 | 107:13,17 112:8 | limits 46:8 | log 145:9,10 |
| kahn 189:20 190:3 | 60:6 62:10 64:6 | 188:21 194:11 | lin 189:20 190:3,12 | logic 73:5 83:1 |
| 200:4,8 201:2,9 | 64:10 65:15,19,23 | 202:15 207:8 | line 39:16 49:8 | long 3:8 13:14 34:9 |
| kansas 124:2 | 68:3,18 69:7 | known 111:8,9 | 51:11 54:22 62:15 | 43:19 56:4 88:5,6 |
| katherine 5:6 10:19 | 71:12 76:18,22,23 | L | 62:25 63:15,20 | 116:8,12 131:18 |
| kcser 5:12 | 77:8,11,12,23,25 | label 201:12 | 66:18 67:24 68:11 | 137:15 167:17 |
| keep 15:24 26:13 | 78:14,22 80:1,2 | laborintensive | 69:15 72:21 77:21 | 202:9 |
| 52:7 97:14 137:19 | 81:1 82:14,21 | 170:17 | 78:11,18 79:15,24 | longer 26:24 97:15 |
| 141:6 162:23 | 86:24 87:18,25 | lag 116:2 | 80:3,11 81:6,23 | 137:12 192:10 |
| 177:15 191:17 | 88:8,11 91:21 | language 71:7 | 82:2,15,16 83:7,8 | look 90:3 119:16 |
| 196:13 | 93:7 94:20,24 | lansing 26:22 | 85:24 86:22 87:21 | 130:23 136:9 |
| keeping 52:6 | 98:15,17,20,23 | 205:17 | 88:2 91:13 93:22 | 152:24 153:13 |
| keeps 26:17 | 99:9,12 100:15 | larger 36:21,23 | 93:25 95:10,16,23 | 162:4 184:3 203:7 |
| kentucky 124:24 | 102:4 105:4,23,25 | latex 9:9 54:17 63:5 | 100:10,23 154:9 | 203:10,11 |
| kept 26:24 177:18 | 108:24 109:20,25 | 68:22 158:23 | 169:21 170:25 | looked 79:18 90:16 |
| 189:5 191:7 194:2 | 112:2,13,15,15 | launch 156:1 | 178:16,23 191:25 | 157:10 158:8 |
| 196:11 | 113:4 119:4,13 | launched 34:10 | lines 36:17 54:23 | 164:5 177:10 |
| kerr 2:3 5:4 10:10 | 120:17 123:17 | 137:12 146:24 | 76:21 83:3 91:8 | 179:21 |
| kerrrussell 5:11,12 | 124:5,20 125:2 | 147:5,21 148:12 | 195:11 | looking 42:21 47:5 |
| kimberly 62:15 | 135:6 136:2 138:3 | law 3:4 10:24 | link 38:11 | 51:9,9 52:21 |
| kimberlyclark 61:7 | 138:4,4,7,10 | 181:16 187:10 | list 36:21,23 42:20 | 56:20 57:12 61:4 |
| 61:12,15,19,22 | 139:1,17,23 | laws 108:23 | 43:19 49:10 52:23 | 84:3 96:11,13,14 |
| 62:1,6,10,13,19 | 140:21 141:2 | lda 8:23 149:17 | 97:15 98:13 116:9 | 105:8,17 117:23 |
| 62:22,24 63:7,15 | 143:25 144:19,20 | 153:14,19 | 121:25 129:13 | 118:18 121:22 |
| 63:18,24 64:15,18 | 146:10,11,14 | lds 153:1,10 154:11 | 145:19 147:25 | 125:13 150:19 |
| 64:19,22,23 65:1 | 147:25 149:23 | lead 161:1 | 159:6,22 160:3,5 | 151:25 152:23 |
| 65:13,16,17,20,24 | 150:5 151:19 | leader 64:14 | 160:8 167:17 | 158:2 163:22 |
| 65:25 66:11,17,25 | 154:13,18 155:7 | leaders 131:2 | 170:9 | 164:22 166:25 |
| 72:2 76:4 80:19 | 156:9,11,17,20,24 | leading 63:25 64:5 | listed 43:5 53:15,22 | 179:9 |
| | 157:5,21 159:17 | | 76:13 85:11 97:13 | looks 51:23 69:18 |

| | | | | |
|--|--|--|---|---|
| 111:14 119:17 149:23 167:11 193:11 196:16,18 196:21 lord 4:14 11:2 lori 178:4,7 lose 139:23 lot 12:6 58:16,19 83:15 99:8 158:1 171:4 lots 101:19 louisiana 150:1,5,7 150:11 151:12 153:11 low 125:10 lower 21:21 28:24 46:5 77:14 143:11 145:11 162:12 lunch 132:8 lunches 205:25 | 97:14 172:20 197:10 manage 73:9 management 8:21 132:4 162:1 managing 75:7 manner 13:7 34:20 83:14 manufacturer 23:10 68:4 80:24 103:6 161:6 192:7 manufacturers 59:23 68:10 99:16 99:17 103:4,14 march 8:6 9:5 86:7 96:14 97:13 155:22 margin 173:19 174:2,4,9,17,20 174:21,22,23,25 175:7,16 176:3 marginally 95:17 margins 172:13 173:13 mark 37:2 70:12 83:9 197:15 marked 6:13 14:24 14:24 37:4,8 41:2 41:6 42:11 52:9 52:12 56:8,10 60:19,21 67:13,17 70:9,14 78:23 79:1 84:23 85:1 86:1,4 103:20,22 103:23 110:2,8 116:22,25 121:3 121:10 131:9,13 149:11,14 155:16 155:19 158:17,22 161:16,19,20 162:6 165:16,19 169:11,12,18 176:21 177:3,10 178:1 179:12,16 180:10 188:11 190:22 202:1 | market 14:17 32:24 44:21 139:8 141:13 147:16 185:24 marketed 148:21 148:24 149:2 marketing 14:2 22:17,18 32:18 34:4 120:10 136:24 137:11 146:25 147:5,14 148:13,17,19 149:6 151:12,20 156:19 164:20 166:15 168:2,6,7 195:9 markets 31:5 markup 174:6 mask 81:13 82:15 82:16 83:24 101:5 masks 49:9,16,19 53:5 62:8,10,21 62:22 63:23 79:11 79:14,19,20,23 80:3,11,15,17,24 81:5,7,9,22,23 82:1,8,22 83:8,19 84:6,16 85:12,24 97:1 mass 43:23 master 101:4,6,11 102:21 materials 151:5,7 178:17,24 math 68:25 matter 10:3 63:20 mcdonald 4:15 6:6 11:2,2 20:7 21:25 22:9 28:2,10 29:5 29:8,12,21 31:24 34:24 35:16 36:1 36:19 39:14 46:12 47:24 53:2 54:3 57:10 59:4 63:1 64:1 66:2 69:2,11 73:3,19 74:3,25 | 80:25 81:8 82:19 83:25 84:14 85:18 89:21 92:16 94:1 94:14 95:11,25 97:8 98:3,19 99:24 103:15 106:18 108:4 109:17,24 111:19 112:17 113:9 115:7 116:5 118:13 119:15 125:22 126:4 127:24 128:7,19 129:9,21,24 130:6 130:15 131:1 135:13 136:21 139:7,16,21 140:9 141:1 143:15 150:2 159:25 171:16 176:4 178:19 181:24 183:5 185:12,18 186:1,8,16 188:6 188:23 191:9 192:4,23 195:2,7 195:21 197:5 199:20,24,25 201:20 202:2,7,10 204:2,6,9 205:10 207:17,19,24 208:2 mda 6:15,17 8:8,9 8:10 9:7,13 13:10 13:11,16,19 14:2 14:4,15 16:25 17:5,10,21,25 18:22 27:18,20 31:4,5 32:11,12 32:16,19,19,20,23 33:14,17,17,21 34:10 37:10 41:6 42:11 87:5,9,10 87:17 88:6,6,9 89:1,16 104:3 110:9,9,13,14,17 110:17,18 111:2,6 | 111:10,11,18,23 112:16 128:4 140:15 147:1 149:1 150:14,17 150:21,22 151:3,5 151:11,17,19 152:25 153:9 158:23 159:5,7,15 160:6,15 165:20 168:16,25 169:4 169:14,18 171:10 173:14,18 174:11 174:17 176:1,11 178:9,15 180:4,7 180:19,25 181:10 181:16,22 182:5 182:12 183:2 184:17 185:7 187:18 189:19 196:10,15 199:2 199:14 202:8,12 203:22 mdas 32:13 33:4 mean 17:21 21:9 26:7 36:12,23 39:6 44:21 47:15 47:21 49:15 54:5 58:19,20 73:7,15 73:15 81:1 82:4 83:10 88:14 93:6 109:8,14 127:7 133:18 137:1 142:1 143:20 144:4 151:15 153:8 154:24 158:2,10 170:4 175:1,13,16 191:11 195:13 199:5 meaning 23:18 means 15:25 44:11 105:25 115:19 162:20 203:3 meant 39:22 40:5 58:18 75:5 101:14 101:15 |
|--|--|--|---|---|

| | | | | |
|---------------------------|--------------------------|----------------------------|--------------------------|------------------------------|
| measurement 55:3 | 39:9 49:5 63:22 | 66:13,24 72:11 | 98:22 100:3 | monies 127:12 |
| meeting 41:15 42:6 | 66:21 75:7,19 | 76:5,11 101:8,9 | 103:19 104:1 | moniker 33:19 |
| 132:8,11,13,15,17 | 80:4 83:12 90:21 | 101:16 103:5 | 106:21 108:6 | monthly 166:7 |
| 132:19,21 133:2,4 | 99:6 102:22 103:4 | middle 56:20 132:6 | 109:19 110:4,6 | months 137:4 |
| 133:14 134:7,18 | 103:17 114:10 | 191:20 | 111:22 112:19 | morgan 3:14 11:7 |
| 134:18 169:15 | 127:2,6 140:5 | mike 10:21 11:16 | 113:12 115:10 | morning 11:15 |
| 179:3 191:24 | 141:13 157:25 | 20:7 | 116:7,24 118:17 | motive 70:4,5,7 |
| meetings 41:25 | 171:7,9 172:17 | mikes 194:23 | 119:9,10,19 | 172:20 |
| 113:19,19 114:11 | 181:14 187:21,23 | mind 64:8 71:13 | 120:24 121:8 | move 51:21 189:17 |
| 114:15,20 120:7 | 194:23 196:24 | 164:11 167:16 | 122:20,23 125:24 | moved 27:9 51:13 |
| 133:10,21 135:8 | 197:13 206:1 | miniscule 54:25 | 126:6 128:2,12,24 | 51:15,16 |
| meets 133:25 | method 205:15 | minneapolis 3:18 | 129:12,22 130:1,8 | moving 157:13 |
| member 18:11 31:6 | methods 147:19 | minnesota 3:18 | 130:18 131:4,11 | multiple 157:13 |
| 37:24,25 41:23,24 | michael 2:13 | minus 138:8 | 131:15,18,20 | |
| 137:18 143:1,9 | michigan 1:20 2:4 | minute 12:9 207:17 | 135:16 136:25 | N |
| 144:13,16 145:7 | 2:7 5:9 10:18,20 | minutes 41:14 | 139:11,19,25 | n 2:9 3:1 4:1 5:1 6:1 |
| 145:14 184:19 | 13:17,20 14:7,12 | 88:15 169:15 | 140:12 141:3 | 6:8 7:1 8:1 9:1 |
| members 14:18 | 14:12 16:4,8 | misidentified 94:24 | 142:6,19 143:16 | name 11:16,21 |
| 18:8 27:18,20 | 17:21 18:4,8,12 | misstated 97:21 | 144:8 149:9,13 | 14:16 20:5,24 |
| 28:12 30:23,25 | 18:17 26:9,22,25 | mittell 2:13 6:4 | 150:4 155:18 | 22:17,18 34:4 |
| 31:5 32:19 33:2 | 27:4 31:12 32:9 | 10:21,21 11:15,16 | 158:19,20 160:2 | 43:13 55:23 61:24 |
| 33:10,13,18,25 | 32:11,19 33:2,13 | 11:19 12:2,15,21 | 161:15,18 162:15 | 71:23 76:12 94:24 |
| 34:3,11 40:19 | 33:25 41:15,20 | 13:2,8 16:3,14,16 | 162:17 163:10,12 | 95:3,6,8 126:15 |
| 61:21 69:17 72:24 | 80:9 87:9,15 88:2 | 16:21,23 20:10,17 | 163:16 165:15,18 | 148:10 199:25 |
| 83:13,16 87:9,15 | 104:7 105:2,5,6 | 21:14 22:2,12 | 166:20 171:17 | named 35:14 37:16 |
| 88:3,9 111:13 | 108:20 110:9,15 | 23:22 28:6,14 | 173:23 174:8 | 178:4 |
| 112:4 120:17 | 111:10,11,12,17 | 29:16,24 32:2 | 175:10,12,25 | naming 187:22 |
| 127:4,17 128:15 | 111:24 112:3,3 | 34:21 35:2,19,20 | 176:8,23 177:6,8 | narrowly 103:3 |
| 128:16 135:23 | 117:17,18 118:7 | 36:8,22 37:2,6 | 177:20,24 178:21 | national 90:15 95:1 |
| 136:7 137:21 | 122:6 128:3,5,15 | 39:18 41:1,4 45:6 | 178:22 179:14 | naturally 120:15 |
| 138:15 140:3 | 128:17 130:19,21 | 46:15 47:25 49:1 | 182:1 183:8 | 136:8,10 140:17 |
| 141:20 147:6,22 | 130:22 131:5 | 51:5,8 52:5,8,11 | 185:14,21 186:3 | navigate 97:24 |
| 148:1,24 149:3 | 135:18,22 136:6 | 53:3 54:7 55:18 | 186:10,19 187:1 | ndc 95:7,10,16,23 |
| 150:11 151:13,21 | 136:13 138:25 | 56:13,14 57:11 | 203:25 208:10 | 100:5,6,8,11,17 |
| 153:11,19 154:10 | 140:13 147:4,5,14 | 59:7 60:23 63:3 | mmitchell 2:17 | 100:18,20 101:1 |
| 160:15 161:11,12 | 147:21,22,23 | 64:3 66:6,9 67:6 | model 36:11,15 | 101:11 102:22 |
| 172:18 197:14 | 148:2,4,6,12,13 | 67:15 69:5,12 | 39:9,22 129:10 | 103:11,16 |
| 199:2,15 | 148:16,17,19,23 | 70:11 71:3 73:6 | models 54:5 63:8 | near 64:14 |
| membership 17:19 | 148:24 149:2 | 73:21 74:12,17,19 | moment 44:24 | nebraska 124:17 |
| 112:9 127:22 | 161:25 165:24 | 75:3,16 78:25 | 102:20 162:4 | necessarily 90:6 |
| 128:5,23 145:1,3 | 179:23 180:5 | 81:3,12 82:20 | 171:7,9 | 175:23 |
| 145:18,19 147:25 | 181:9 187:13 | 84:4,15,25 85:22 | money 28:12 30:22 | need 13:2 29:8 |
| memorized 196:19 | 209:2,24 | 86:3 90:2 92:4,5 | 30:23,24 31:2,9 | 30:21 41:10 66:4 |
| memory 149:23 | microflex 57:1,24 | 92:19 93:7,13 | 31:11,12 83:13,14 | 88:17 93:7 105:6 |
| 158:1 | 58:5,8 59:9,14,23 | 94:4,17 95:14 | 83:16 89:9 127:4 | 127:4 147:22 |
| mentioned 22:15 | 59:25 60:2,5,17 | 96:3 97:10 98:4 | 172:18,20 | 176:16 |

| | | | | |
|---------------------------------------|---------------------------|----------------------------|----------------------------|---------------------------|
| needed 156:16 170:13 171:24 | nonrush 101:21 | 85:18 89:21 92:16 | 59:10 68:14 78:13 | 144:9,21 145:7,13 |
| needs 172:2 | nonstate 120:11 | 94:1,14 95:11,25 | 82:16,23 88:2 | 147:8 148:8 |
| negative 193:3 | nope 128:1 135:8 | 97:8 98:19 99:24 | 93:18 98:9 109:23 | 150:19 151:17 |
| negotiate 21:21 | 165:6 | 103:15 106:18 | 170:25 180:25 | 152:23 153:13 |
| 50:23 58:14 77:5 | north 117:25 | 108:4 109:17,24 | offering 46:20 56:5 | 154:2 155:15 |
| negotiating 77:14 | nos 201:25 | 111:19 112:17 | 57:7 62:9 63:5 | 163:17 166:17 |
| 83:23 84:11 | notary 11:12 209:1 | 113:9 115:7 116:5 | 82:2,7 88:10 | 168:1,19,24 |
| negotiation 21:9,16 | 209:5,23 | 118:13 119:15 | 128:14,16 170:22 | 169:17 170:11 |
| 58:10 64:21 | notes 209:15 | 125:22 126:4 | offerings 43:5 | 171:13 174:15,23 |
| negotiations 58:12 | noticeable 66:15 | 127:24 128:7,19 | 66:12 | 176:1,9 177:1,14 |
| 59:8 | notwithstanding | 129:9,21,24 130:6 | offers 36:20 99:11 | 178:16 179:6 |
| neighborhood | 119:11 | 130:15 131:1 | 161:2 | 180:16,17 181:20 |
| 27:10 | november 37:17 | 135:13 136:21 | offices 2:2 | 182:2,19 185:3 |
| neither 19:21 57:17 | 166:7 178:17,23 | 139:7,16,21 140:9 | offset 169:24 | 187:9,11,12,21 |
| net 166:9,11,13 | 179:2 | 141:1 143:15 | oh 22:21 28:4 56:24 | 188:8,9,17,20 |
| 174:4 | number 10:2,7 | 150:2 159:25 | 118:8 122:21 | 189:2,13,17,17,17 |
| never 48:10,12 | 42:25 51:9 63:13 | 176:4 178:19 | 134:14 182:9 | 190:2,7,17,20,20 |
| 116:14 130:10 | 68:17 71:23 76:14 | 181:24 183:5 | 192:16 203:19 | 191:4,7,16,19,19 |
| 133:15 187:19 | 76:16 83:13 84:7 | 185:12,18 186:1,8 | ohio 123:14,17 | 192:19,21 193:2,9 |
| 191:17 | 86:11 114:1,1 | 186:16 188:23 | ohios 123:16 | 193:14,17 194:2,7 |
| new 1:2 3:8 10:6 | 125:8,25 126:10 | 191:9 192:4,23 | okay 11:25 12:2,21 | 194:13,14,22,22 |
| 38:10,24 39:1 | 127:3 139:4,12 | 195:2,7,21 197:5 | 14:10,20,23 15:20 | 195:13,16 196:2,6 |
| 43:5 49:8 50:20 | 146:21 147:23 | objection 12:10 | 16:3,15,24 17:3 | 196:9,9,23,23 |
| 67:24 68:21,22,22 | 148:4,7,8,9 163:8 | 73:3 171:16 | 18:3,7 22:21 23:1 | 197:3,9 198:6,19 |
| 69:1,4,9 77:21 | 164:7,13 167:1 | 197:18 201:17,19 | 24:22 25:1 26:10 | 198:24 199:2,6,11 |
| 78:10,16 87:8 | 179:6 180:12,12 | 203:25 205:9 | 27:19 29:11,13 | 199:14,17 200:3 |
| 97:15,17,18 111:2 | 180:24 188:10 | objections 12:16 | 31:15 32:3 33:20 | 200:13,19,22 |
| 111:6 122:7,18 | 190:21 | 29:8 204:5 | 35:3 37:2,15,22 | 201:3,4 202:18 |
| 123:1,7 136:17 | numbers 90:17 | objects 12:18 | 38:9 40:21 42:5 | 203:7 204:2,10,24 |
| 156:1 161:10,11 | 198:2 203:11 | obligated 15:23 | 43:22 45:17 46:16 | 205:4,11,18,22 |
| 170:11 171:5,20 | numerator 138:4 | 155:4 | 49:6 52:8 53:9 | 206:12 207:3,17 |
| 172:2,3 190:15,17 | nw 2:14 | obtain 20:3 52:2 | 56:1 58:22 59:19 | 208:15 |
| news 8:12 117:1 | | occasion 130:10 | 63:13 66:7 67:10 | oklahoma 118:22 |
| 193:16 | O | occasionally 154:22 | 71:8,14,17,21 | old 196:13 |
| newsletter 8:9 | o 6:8 7:1 8:1 9:1 | occur 78:21 | 74:17 75:15,23 | once 11:24 93:11 |
| 110:8 | object 21:25 22:9 | occurred 34:7 91:5 | 77:13 80:2,15 | 139:3 140:1 |
| newsletters 147:20 | 28:2,10 29:5,21 | 124:5,8,14,20 | 82:1,13,14 83:10 | 145:18,20 147:17 |
| nitrite 54:17 63:6 | 31:24 34:24 35:16 | 125:3 | 88:24 91:5,12 | 170:16 198:25 |
| 68:21 | 35:17 36:1,19 | october 191:23 | 92:12 93:4 95:21 | onepager 202:7 |
| nittygritty 94:22 | 39:14 46:12 47:24 | offer 17:18 32:4 | 96:11 98:1 99:10 | ones 43:5 64:16 |
| nondental 120:17 | 53:2 54:3 57:10 | 73:1,8 88:6 94:12 | 101:13 105:8 | 76:6,10 94:10 |
| nonendorsing | 59:4 63:1 64:1 | 101:20 102:2,23 | 112:2 121:15,22 | 122:1 131:8 |
| 141:16,23 143:6 | 66:2 69:2,11 | 103:1 129:3 | 122:22,24 124:10 | 158:12 177:17 |
| nonmembers | 73:19 74:3,25 | offered 28:25 29:19 | 133:12 134:9,21 | 196:16 |
| 144:23 | 80:25 81:8 82:19 | 32:6 36:17 46:6 | 135:3,25 142:15 | online 36:13 52:23 |
| | 83:25 84:14,14 | 53:12 54:23 55:1 | 142:24 143:19 | 85:11 204:15,24 |

| | | | | |
|-----------------------------|---------------------------|---------------------------|----------------------------|----------------------------|
| operated 16:25 | 4:1,1,4,15 5:1,1 | 172:15 179:22 | penetration 195:9 | 107:8 109:18 |
| operating 31:16 | 120:25 121:2,5,7 | parties 10:15 | 195:13,14 | 198:4 |
| 172:9 176:3 | 186:20,22,23,25 | partner 39:23 | pennsylvania 4:9 | periodically 44:21 |
| operations 171:25 | 208:16,19 | 47:11,20,22 48:6 | 124:10 | permitted 15:8 |
| opinion 64:11 | packaging 170:8 | 48:19 90:16 | people 19:4,9 73:10 | person 34:17 37:16 |
| 207:2 | packing 170:9 | partners 44:6,11 | 118:16 128:8,17 | 114:17 141:23 |
| opportunity 132:22 | page 6:2,9 7:2 8:2 | 45:7,15 46:7,10 | 129:16 132:15 | 143:7,22 156:19 |
| opposed 195:17 | 9:2 37:10 41:6 | 99:21 | 134:24 138:3 | 163:4 171:5 173:1 |
| 196:3 | 42:10,21 47:6 | parts 157:13 | 142:14 168:20,21 | 173:6 178:3 |
| options 69:17 72:24 | 49:7,7 51:10 | parttime 169:22 | 168:24 169:7 | personal 113:19 |
| order 6:10 9:9 | 52:21,23 56:20 | 170:2,13 171:14 | 190:4 195:15,16 | 116:18 |
| 14:21 15:3,5,8,11 | 61:4 76:3 79:9 | 171:19,21 | 195:17 196:2,25 | personally 77:7 |
| 15:23 18:14 46:21 | 85:8 86:10 96:23 | party 150:20 | 197:22 198:22 | personnel 168:2,4,9 |
| 51:10,14,17 148:4 | 98:2,2,5,8 99:14 | 183:16 209:17 | 199:13 207:25 | 168:14 |
| 158:14,24 159:9 | 104:3,13 111:1 | password 145:9 | peoples 128:22 | persons 15:7 |
| 159:14 162:21 | 132:6 149:18 | patterson 1:6,13 | percent 84:22 | pertains 74:22 |
| 163:2 170:16 | 150:19,25 151:25 | 3:13 9:11,15,17 | 88:17,19 90:24 | peter 1:10 |
| 196:11 197:24 | 152:4,9,23 153:13 | 10:4 11:7 27:21 | 92:22 108:15 | philadelphia 4:9 |
| 204:21,22 205:4,5 | 153:24 161:22 | 28:1,8,17,20,25 | 112:7 120:23 | phone 20:8 114:21 |
| 207:20 | 162:6,7,8 163:18 | 29:20 31:23 32:6 | 131:7 136:9 146:1 | 114:24 190:5 |
| ordered 59:14 | 169:18,21 179:17 | 35:3,22 54:23 | 146:8 153:18 | 193:12 208:4 |
| orders 101:21 | 179:23 180:9,17 | 55:9 65:17 66:1 | 155:7 167:9,10 | phones 170:6 |
| 136:19 170:6 | 180:19,24 189:19 | 82:16 161:21 | 194:25 198:17 | phrase 195:14 |
| ordinarily 45:13 | 191:21 192:6,15 | 162:14,18,19 | 199:8 | physicians 118:7 |
| ordinary 189:14,15 | 192:18 193:21 | 163:4,12 177:3 | percentage 45:24 | pick 34:17 125:13 |
| 191:7 194:2,19 | 201:5 203:11,11 | 179:17 180:15 | 54:25 67:2 84:17 | picture 52:18 |
| 196:12 | 203:17,19 | 185:9,23 186:4,12 | 84:19 88:23 89:12 | 139:23 204:11 |
| organization | paid 22:6 24:19 | 187:23 188:3 | 89:19 90:4,12,20 | pile 158:10 |
| 105:15 107:12 | 65:10 77:2,3 | 189:25 208:7 | 108:2,7,16 112:2 | place 4:6 167:14 |
| 116:21 | 127:12,14 153:3 | pause 12:9 98:3 | 112:9 120:22 | 205:5 209:8 |
| organizations | 154:10 164:16 | pay 50:14,17 60:16 | 136:5,11 137:21 | places 207:20 |
| 106:2 119:24 | paper 204:19 | 64:19,23 76:25 | 138:15,22 146:9 | plaintiff 1:5,12 |
| 120:4,12,13,18 | paperwork 204:25 | 77:1 78:1 88:17 | 146:16 155:6 | 2:11 10:22,24,25 |
| 122:13 123:9 | paragraph 42:21 | 107:24 108:19 | 168:3 173:19 | plaintiffs 3:3 |
| organized 97:7 | 42:25 43:1,3 68:6 | 144:23 153:1,10 | 183:9 | plan 164:24 192:8 |
| original 55:22 | 68:20 | 164:19 166:23 | percentages 108:7 | plc 10:11 |
| 107:4 | parentheses 150:22 | 181:15 206:6,7 | 108:10 155:11 | please 10:15 11:20 |
| osio 191:20 193:9 | part 15:12 76:20 | paying 45:13 161:4 | 167:1,4 | 12:4,22 13:9 |
| outcomes 193:3 | 92:7,12 127:15 | 161:5 184:16 | perform 170:3 | 41:12 96:8 106:20 |
| outline 8:20 132:3 | 128:13 153:24 | 206:2 | performance | 108:14 187:6 |
| outside 16:1 162:24 | 169:9 181:3 | payment 207:22 | 163:19 | 193:18 194:15 |
| overall 88:18 | 182:14 | payments 153:9 | performed 185:4,7 | 196:10 200:24 |
| oversighting 94:21 | participate 133:13 | 154:20 166:13 | performer 112:11 | 201:21 |
| P | particular 76:6 | pays 168:12,12 | 112:13,16 | plus 164:15 197:23 |
| p 1:10 2:9,9 3:1,1,4 | 99:10 123:21 | 182:10,11,25 | period 16:6 106:10 | point 36:20 44:11 |
| | 135:10 160:6 | pending 13:5 | 106:15,17,25 | 44:25 45:19 52:2 |

| | | | | |
|---|--|---|---|--|
| 61:11 62:9,11,21 73:4,11,22 74:21 75:5,23 78:19 87:15,22,25 93:6 98:25 102:9 136:10 140:19 143:20 171:21 176:20 177:19 190:6 pointed 172:22 points 44:3 policies 9:21 202:23 203:1 policy 202:19 203:2 203:3,8 poly 49:11 portfolio 81:19 portion 135:17,19 135:21,25 145:22 146:5 portray 159:18 position 13:14 169:7 202:20 positive 60:1 123:7 130:12 181:19 183:17 possible 19:17 125:14 potential 43:4 69:22 70:2 91:9 91:15 92:15 125:20 126:2 potentially 83:5 125:23 pouches 86:17 96:19 powerpoint 133:20 133:22 134:22 practice 127:5 138:12 practices 138:9,11 138:25 146:18 187:11 practicing 38:11 81:16 112:3 prefer 99:16,21 | premium 164:24 164:25,25 prepared 159:3,7 present 5:14 10:15 133:9,13 presentation 114:14 133:15,19 133:20 presentations 134:17,22 presenting 134:5 presents 132:22 preservation 189:9 preserve 29:9 preserving 189:6 president 13:13 37:20 94:21 press 7:7 8:12 9:3 67:18,23 117:1 155:20 presumably 140:13 presume 48:23 127:9 pretty 43:19 112:18 prevent 109:13,21 previous 60:11 65:3 121:21 157:24 158:4 164:11 192:17 previously 6:13 14:24 80:4 90:21 93:2,18 103:17 128:21 156:11 158:12 161:12 172:17,21 174:20 174:21 181:14 194:4 price 30:24 44:7,15 44:25 45:8,9,10 45:11,12,13 46:1 46:5,5 49:9,10 58:16,17 59:10 65:8,9 77:3,5,14 77:22,24 83:19 143:5,8,11 144:23 145:4 153:19,22 | 154:16 159:6 160:3,5,8,11 172:19 198:19 199:4,7,12,15 prices 21:7,17,21 22:5 24:13,18 28:16,17,20,24,24 29:19,20 30:5,8 30:18 31:20,21 32:5,5 50:4,10,13 50:14,17,18,23 58:7 60:9,14,16 64:18,22 65:1,13 65:23,25 76:24 77:25 78:12 82:22 83:1 84:12 93:1 93:15,17 141:19 142:24 143:1 144:14,25,25 145:11,13,21 154:10 158:15 159:23 160:16,19 160:22 161:1,12 196:19 197:1,2,4 197:12 198:23 199:8 pricing 78:15 83:2 83:14 160:15 197:22 198:4 primarily 17:6 primary 31:6 print 50:20 71:13 printed 7:8 67:18 printout 6:18,21 7:3,7,11,15,19 8:3 8:12,17 52:14 56:15 60:24 67:17 70:15 79:2 85:2 96:6 117:1 121:11 prior 51:25 87:15 87:25 92:23 private 201:12 privy 77:23 probably 27:13 48:24 99:8 117:21 117:22 156:19 | 163:3 167:17,25 170:10 203:3 problem 138:5,7 procedures 116:20 process 39:15 78:16 114:5 180:6 processes 116:20 produce 196:21 produced 104:6,9 162:13,18,18 165:23 180:14 producing 151:6 product 31:7 36:17 39:12,16 46:4,18 46:21 52:24 53:4 53:11,22 57:7 62:25 63:15,19,19 66:12,18 68:11 69:15 72:21 73:13 73:25 74:23 76:21 78:11,18 79:15,23 80:3,11 81:6,22 82:2,7,15,16 83:3 83:7,8 85:10,12 85:15,23 86:12,15 86:21,22,25 87:3 87:20,21 88:1,1,7 88:13,25 89:6,11 90:10,13,19 91:1 91:8,8,13,18 92:8 92:13,21 93:1,15 93:17,21,25 94:6 94:9,12 95:10,16 95:23 96:16,22 100:10,22 103:18 158:8 160:17 170:18,25 172:18 176:13 183:7 195:11 197:23 203:4 205:6 206:20,22 products 20:4 21:4 23:14,25 24:2,4,8 24:19 25:23 31:20 31:22 32:5,6 36:21,23,24 39:13 | 40:8 42:18 43:1 43:15 44:12,14 45:14 49:20 50:1 50:4,11,15 53:5 53:14,20 55:2,20 60:17 61:12,15,22 62:6,19,25 64:19 64:23 65:2,8,13 65:16,18,21,24 66:1,17 68:15 69:6,9,15,21 70:1 71:11,25 73:17 74:2 75:11 76:20 76:23 78:1,13,17 87:8 89:13,16,18 89:20 90:5 93:25 97:5,6,12,14,18 98:18,25 99:3,18 99:23 100:2 101:3 101:18,19 102:14 102:23 103:2,9,12 109:23 153:3,4 154:11 156:15 160:21,22 161:2 164:6,8 167:19 170:16,22 172:7 186:14 193:7 198:1,11 professional 121:16 164:24 profit 172:13 173:13 174:16,21 174:22 175:6 profits 176:12 program 9:8 16:25 19:2,6,13,19,25 20:2 25:11 27:17 30:1 31:3,4 32:12 32:13,16 33:6,14 33:14,17,21,22,24 34:2,10 41:21 42:22 49:5 68:21 87:6,7 88:6,10 89:1,2,17,17 104:14 105:9 107:14 110:16 |
|---|--|---|---|--|

| | | | | |
|---|--|--|--|---|
| 111:1,2,7,7,10,11 111:18,23,24 117:18 127:3 128:4,9,14 129:4 129:17 130:25 136:13 140:15 147:2,4,21 148:3 148:12,14,18,21 148:23 149:7 151:5,8 157:13 158:23 159:15 160:6,9 163:19 165:5 168:16,16 168:25 169:5,23 170:3,19 171:11 172:10 173:14,19 174:11 176:2,11 180:7,19 181:10 181:13,15,21,22 182:5,5,14,23 183:1,25 184:4,25 185:7 193:4 196:11 197:25 201:7 202:12,16 202:20 203:6 204:11 205:1 206:9,9,13,16 programs 14:18,18 17:18 94:20 128:14,15,16 131:7 148:20 172:8,22 173:9 176:14 180:25 181:2 programss 174:18 progression 95:1 projected 184:15 promote 127:20 129:8,19 147:15 promotion 198:15 promotional 151:4 151:7 198:8,12 prompted 79:16 111:14 proposed 179:24 187:14 | prospects 125:15 protector 164:24 provide 31:6 42:7 43:16 46:10 89:5 197:14 provided 43:4 83:23 108:17 provider 203:15,20 203:24 providing 22:7 43:11 44:7,15 45:8 170:8 172:18 provision 151:13 151:19 provisions 109:21 public 11:13 209:6 209:23 publicly 159:12 165:7 publish 158:14 pull 121:20 134:3 purchase 21:7,21 22:8 24:13,20 45:14 58:7 60:16 78:1 83:19 139:5 139:12 142:22 143:13 145:18 147:24 148:5 186:7,14 purchased 21:3,22 23:9 24:14 25:10 25:20 26:2 59:20 154:11 purchases 22:8 26:11,14 83:18 140:24 141:7 purchasing 23:4,24 77:15 137:23 138:18 140:23 161:8 167:19,23 purpose 27:16 40:18 69:13,14 97:22 push 46:18,21 put 84:19 89:15 114:1 147:9 158:4 | 158:12 165:14 197:18 puts 159:15 putting 91:24 <hr/> Q <hr/> quarter 162:1 163:24 164:2 quarterly 162:1 quentina 1:24 2:5 10:14 209:5,23 question 12:5,13 13:5 21:11 23:21 29:15 35:18 36:2 39:3 45:5 66:6 74:4,8,9,13 75:18 78:9 82:3,5 84:1 92:3 93:9,11 97:21 142:17 144:5,19 147:3 162:11 166:17 173:21,24 175:4 186:9 194:24 195:4,24 197:6,20 204:11 questions 12:17,22 12:25 162:5 163:6 175:21 187:2 196:23 200:3 207:25 208:2,5,7 208:9,10,12 209:11 quick 201:23 quickly 102:10 136:23 quite 68:4 144:3 <hr/> R <hr/> r 1:24 2:5,9 3:1 4:1 5:1 radice 3:4,5 10:24 10:25,25 187:9 201:17 204:4 205:9 208:12 radicelawfirm 3:10 3:11 | ramping 171:15 ran 198:3 random 141:23 143:6 range 36:24 102:23 103:2 108:12,16 155:10 rank 167:22 rate 141:24,25 rates 144:25,25 reach 172:7 read 51:19 53:7 70:23 71:4,13,21 76:3 151:9 153:6 154:8 163:9 169:25 178:24 179:25 reading 53:8 69:17 70:25 191:1 reads 44:6 68:20 150:8 ready 71:15 163:10 realize 129:17 really 75:24 120:13 137:10 140:11 149:22 180:3 188:1,24 193:13 203:3 realtime 20:8 reask 74:13,17 166:17 reason 13:3 61:18 64:13 92:7 118:10 123:21 128:10,13 161:3 172:15 184:18 192:25 201:10,15 205:20 reasoning 113:11 reasons 113:6 120:14 173:12 recall 12:1 18:19 19:15 20:5,20,24 21:2,6,15,20 22:3 23:1,5,6,8 24:4,12 24:13,17,18,22,25 25:1,13,14 27:2 | 28:15,19 29:4,17 30:17 34:7 42:16 44:13 45:17 48:3 49:17 53:9 55:21 55:23 56:1,4 57:22 58:1,4,7,11 59:8,13,17,18,19 59:22 60:8 61:11 61:18 62:14,17,19 62:23 63:10,13 64:17,21 65:12 66:11,14,15 77:13 78:5 79:14,16 80:15,20 81:21 83:17 86:20 88:5 94:22,25 95:2,6 102:12 124:13 135:7 156:14 157:16 160:17,19 160:21 169:3 184:13 200:5,16 recalling 193:15 receive 16:16 91:2 127:18 188:17 191:4 received 47:2 83:18 89:2 117:24 118:2 123:12 157:6 189:12 receives 136:17 140:1 161:10 181:9 206:20 receiving 102:13 120:3 136:19 receptionist 173:1 173:5 recognize 37:13 41:12 52:16,18 67:22 104:7,12 117:4,6,9 131:24 132:1 149:21 177:25 188:14 190:25 191:3 196:14 recognized 30:20 recognizing 117:9 |
|---|--|--|--|---|

| | | | | |
|---|--|--|--|--|
| recollection 57:13 77:18,20 80:1 85:20 87:14 117:22 | 203:1 | renato 5:14 10:12 | 199:6 | 152:3,21 155:4 |
| recommendation 81:17 | refers 44:25 181:21 182:3 | renew 106:2 128:23 | responsible 30:9 110:19 | 156:6 157:19 |
| record 10:1 11:21 16:4 20:10,12,13 20:15,16 29:9 67:6,8,9,11,12 74:14,20 83:22 84:10 116:21 120:24 121:1,2,6 121:7 157:16 176:9 180:13 186:19,21,22,24 186:25 197:19 204:4 208:17 | reflect 163:22 167:4 206:22 207:9,10 | renewal 105:18,20 105:20 | result 156:20 157:14 197:25 | 160:6 163:14 164:19,21 167:8 167:10 170:20 171:11 174:12 175:5 177:5 179:3 181:5 184:18 191:1 192:16 193:12 194:8 195:25 196:7 199:13 201:7,13 202:14 204:12,15 206:1,2,3,5 207:2 207:13 |
| recorded 209:12 | reflected 160:3,5 164:7 181:8 182:15 183:25 | rent 26:23 173:1 | resulted 157:18 | righthand 37:9 42:11 104:2 105:17 122:11 149:18 152:10 153:24 159:20 161:22 169:19 180:10 |
| records 48:24 | reflects 41:14 68:25 97:9 | rephrase 35:18 74:10 92:3 115:8 | results 47:2 | rochelle 209:5,23 |
| recoup 30:22 197:25 | refresh 57:13 | replaced 78:20 | retain 31:16 | role 18:16 42:6 |
| redesign 155:22 157:3,7 | refused 113:1,4 | report 162:1 172:23 | return 73:12 75:6 | rolling 52:7 |
| redesigned 156:5 158:5 | regard 115:25 151:5 | reported 1:23 17:12 | returns 73:5,16,23 74:22 153:20 166:9 | rolls 86:17 96:18 |
| redesigns 157:22 | regarding 102:7 201:5 | reporter 2:6 5:16 10:14 11:4,12 37:7 70:13 103:21 110:7 121:9 131:12 158:21 161:19,20 177:2 179:15 201:18 | reupping 128:10 | room 16:1 134:6,8 134:11,16,19,20 134:23 162:25 |
| reduced 209:13 | regular 89:8,10 102:11 189:6 198:20 | reporters 12:6 | revenue 22:17,22 53:17,20 76:7 | rooney 4:4 11:9 |
| redundant 134:1 | regularly 102:18 | reporting 77:13 | revenues 22:14 127:7 135:20 136:1,12,15 | ross 4:16 |
| refer 17:25 18:3 60:11 65:3 101:10 110:20 111:7 181:8 | reimburse 206:9 | reports 146:21 | review 15:2 16:11 41:10 48:24 | roughly 79:14 86:20 146:12 |
| reference 178:14 179:1 200:22 201:4 | rejoining 128:10 | represent 10:16 11:16 15:3 52:13 71:17,22 76:12,16 97:4 138:12 159:21 179:20 200:1 | reviewed 88:14 129:18 140:11 | round 135:1 |
| referenced 45:18 153:22 200:8 202:24 | related 67:23 209:16 | representation 159:22 | reviewing 41:13 103:25 191:3 | row 164:1 166:25 181:21 |
| references 164:23 164:23 171:20 | relates 111:1 | representatives 116:19 134:4 | rhyme 205:20 | rows 164:22 |
| referred 150:22 154:16 188:22,25 | relation 189:24 198:13 | representing 10:17 10:19 187:10 | right 16:22 20:22 21:13 22:24 23:21 29:14,14,14 46:7 53:6 55:8,13 57:1 61:14,18 62:3,4 62:12 68:15 69:1 69:7,7,8 73:13,24 73:25 74:6 75:7 76:14 78:14 82:3 82:5 86:18 88:21 96:19 100:5,6,11 102:23 110:5 113:4 116:10 118:4,7,8,20,23 119:25 122:20 123:15 126:8 127:10,11,13 140:16,18 142:10 142:12,18 143:17 143:22 148:25 150:12,23,24 | royalties 107:24 108:2,19 127:11 127:18 153:2 154:20 164:16,20 166:22 180:7,20 181:10,13,15,22 182:5 184:17 |
| referring 38:23 154:5 158:7 189:19 193:4 | relationship 13:16 14:11 150:1 182:20,21 192:6 201:6,11,16 | request 10:11 114:2 151:23 | | royalty 108:10 127:5,7 153:1,15 |
| | relationships 101:7 116:18 120:14 150:16,18 | required 12:17 170:19 177:14 207:15,21 | | |
| | relative 45:2 | reserves 31:17 | | |
| | relatively 55:6 | resource 51:17 | | |
| | release 7:7 9:3 67:18,23 69:18 155:20 | respect 78:9 107:10 | | |
| | relying 158:1 | respective 154:8 | | |
| | remember 18:15 23:18,21 50:5 61:24 80:14 87:5 89:22 | responded 200:7 | | |
| | remit 207:21 | response 39:4 82:24 194:23 | | |

| | | | | |
|---|--|--|--|---|
| 153:18 154:17 155:6,10 166:13 166:15 182:10,11 182:25 183:10 rubenstein 3:6 6:5 10:23,23 187:8,9 188:8,13 189:1 190:24 191:12 192:11,20 193:1 194:1 195:5,12 196:1 197:8 198:6 198:7 199:17 rules 12:3 rumors 185:22,24 run 44:22 173:3 running 44:23 116:21 125:14 rush 176:18 russell 2:3 5:4 10:11 | 174:18 176:3,13 183:1 184:15 194:24 195:1,6,17 196:3 samples 170:8,8,23 save 28:12 30:23,24 83:13,15 93:12 127:3 207:25 saved 189:11 saving 172:18 savings 197:14 saw 204:19 saying 79:25 175:22 182:9 says 29:7 37:10 38:23 43:4,23 45:7 47:6,7,10 49:8 51:10,13 56:21,23 57:1 68:9 70:21 71:5 71:18 79:10,11,11 86:19 97:1 105:9 105:24 111:2,5 132:7,14 150:3 151:3,16 152:1,6 152:14,25 153:18 155:25 156:6 159:5 164:1 165:25 169:21 178:23 179:22 191:23,25 192:16 192:24 202:18 203:2,12,14,17 schein 1:7,14 4:13 11:3 27:21 28:1,8 28:25 29:20 31:23 32:6 35:6,22 54:24 55:9 65:17 66:1 82:17 185:10 185:23 186:4,11 187:23 188:3 189:25 200:1 schiller 2:12 10:12 10:22 schulte 5:5 10:17 10:17 16:10,15,18 | 16:22 21:10 23:16 29:10 34:14,17 35:17 36:2,5 45:3 48:22 51:3,6 55:16 56:12 66:4 66:8 71:1 74:4,7 74:15 75:12,15 84:1 91:19,23 92:1 93:5,10 119:7 122:16,19 122:21 131:14,17 142:3,16 143:23 162:10,16 163:3 166:19 173:21,25 175:3,6,20 176:16 177:17 187:5 192:13,19 193:23 195:23 197:6,18 202:6 scott 3:15 11:6 163:10 177:4 208:6 screenshot 70:20 71:9 seat 135:2 second 20:7 44:6 68:5 89:24 98:1,3 98:5 105:8 150:25 162:10 163:7 169:11 187:11 191:25 192:15,17 201:5 secondarily 127:5 secondary 31:9,11 70:4 172:20 section 8:13 42:22 43:23 44:2 47:7 61:4,5 71:18 104:14,17 117:2 121:12,16 123:24 151:1,1,3 152:10 152:14,19,23,25 153:14 154:17 see 38:7,13 42:14 42:22 43:1,8,25 44:4,8 47:8,13 | 49:13 51:11 56:21 56:23 61:5,9 68:6 68:12,23 70:22,23 71:6,6,19 74:10 74:10 79:12 85:7 86:13 90:5 96:24 98:11,14 104:15 105:2,11,18 106:8 106:12 111:3,20 116:11 117:10 121:18 122:3,7,12 122:21 130:23 132:9 141:7 151:1 152:12 153:16,17 153:25 154:2 156:3 158:25 163:20,21 164:2 166:2 167:2 176:19 177:12 178:4,11,18 179:7 179:8 182:9 184:5 184:8 187:25 188:24 192:14 202:18,21 203:15 seeing 78:5 152:3 seek 16:10 81:17 132:24 seeking 40:21 113:21 114:22 125:11 126:22 133:8 seeks 40:16 seen 188:14 sell 20:4,21 27:17 28:24 30:19 43:11 43:17 47:11,22 48:7,14,20 53:23 54:1,9,19 55:20 61:23 64:14,15 65:20 67:24 99:9 99:17,22 109:15 109:22 126:17 129:4 141:10,17 146:2 192:10 seller 66:22 sellers 66:25 | selling 22:18,20,21 27:20,22,25 28:9 29:18 30:21 32:8 32:18 33:1,9,12 34:3,11 40:8,18 42:19 52:2 54:1,9 57:15,20 62:13,19 62:20 71:10 73:12 73:16 83:22 84:7 97:5 98:18,24 99:8 100:8,18 127:16 164:6,12 183:6 185:24 198:1,22 sells 31:5,21 32:21 38:17 39:13 50:1 50:11 60:5 65:24 176:13 sempermed 57:1 58:2,8 59:9,19,23 59:25 60:2,4,17 66:12,23,24 72:13 76:5,11 192:7 201:6,10,15 sempermeds 57:23 send 191:4 sending 178:10 sense 32:20 sent 188:20 194:6 sentence 43:3 47:10 68:20 111:5 155:25 separate 49:18 155:2 173:8 september 6:24 56:17 57:8,22 58:9 60:7 117:15 123:6 service 31:7 75:9 172:19 186:5,12 services 1:23 8:10 9:8 10:13,14 14:5 37:24 38:1 41:17 87:6,10,17 110:9 110:14,17 111:2,6 111:10 147:2 |
|---|--|--|--|---|

| | | | | |
|---|--|--|--|--|
| 149:1 150:1,6,14 150:22 151:3,5,11 151:19 152:25 153:10 158:23 159:6,7,15 169:15 196:10 servicess 151:17 set 78:2 197:11 208:15 209:8 setting 30:7 seven 17:4 19:14 36:16 68:9,21 118:5,8 203:13 sflaherty 3:20 shape 112:25 168:23 share 113:10 130:17 165:10 shared 15:7,14 187:14,15 sharing 189:3 sheet 166:21,25 183:25 shell 70:12 shes 37:24 178:9,10 ship 205:7 206:6 shipped 59:14,20 shipping 101:20 102:3,3,8 166:15 205:23 206:2,7,10 shook 13:6 34:19 shop 52:23 85:11 short 199:22 202:8 shorthand 2:6 11:12 show 15:20 50:3 104:17 105:13 153:9 163:2 166:6 showed 88:15 162:22 164:11 showing 146:21 158:15 shown 14:20 105:5 106:5,6 164:14 shows 117:13 119:23 170:9,9 | 181:2 sic 56:9 131:13,15 side 52:22 70:20 85:8 86:10 sidebar 133:22 sidebars 134:10,12 sidebyside 96:8 121:23 significant 34:22 35:4,6 45:23 53:15,19 76:7 89:12 90:11 similar 151:22 159:9 196:16,21 similarly 1:11 simultaneously 173:10 sit 98:23 183:19 site 79:21 sitting 31:18 45:21 53:9 92:2 103:7 125:7 135:2 144:3 177:17 200:16 situated 1:11 situation 22:5 94:19 116:15 141:18 145:6 206:16 situations 30:25 six 27:12 36:16 97:13 118:2,8 137:3 sku 63:11 101:6 skus 63:14,14 68:18 95:3 101:15 slack 188:7 slides 133:23 slightly 60:15 slow 119:2 137:3 small 71:2 120:19 120:20 snowden 1:24 2:5 10:14 209:5,23 society 122:3,25 software 172:8 sold 23:25 24:5 | 28:16,20 30:5 33:17,24 52:25 55:6,12,24 57:23 58:25 62:1,15 65:17 66:1 71:25 72:3,16 85:16 99:3 153:19 164:8 174:7 solely 19:19,21 22:23 168:20 169:4 171:10 solicitation 151:4,7 solutions 43:14,16 94:25 soon 117:17 136:18 177:1 194:5 sorry 11:5 18:24 20:18 22:19 23:16 28:4 29:6,15 34:16 56:13 75:1 80:17 92:1 96:13 97:19,21 115:24 119:9 122:16,22 131:15 134:14 168:13 178:21 192:16 194:15 195:22 201:18 sort 85:7 157:17 158:11 197:10 198:14 sound 61:14 71:24 source 101:18 sourced 20:21 21:8 sourceone 1:4 2:11 10:4,22 11:17 15:16 16:7 35:1 35:11,23 36:6,13 36:18,20 39:8,11 39:20,22 40:1,10 40:11,24 119:5,7 142:1 187:23 208:11 sourceones 189:24 204:5 sources 101:3 103:9 197:3 | south 3:17 space 26:23 speak 11:13 48:8 61:17 130:7 207:5 speaking 200:4 special 50:20,21 specials 44:22 specific 77:18,18 94:2 101:18 130:16 134:3 138:22 140:13 151:23 157:12 160:19,21 186:17 specifically 22:17 27:6 33:3 34:8 56:7 88:11 108:11 123:19 124:7,15 124:21 134:18 151:15 191:25 specifics 59:5 87:16 specified 24:15 speculate 118:15 speculating 140:11 speed 156:24 spend 88:18,23 89:13,20 90:4,12 90:20,24 spending 89:9 90:11 spoke 48:10 sponsor 154:22,24 spreading 185:23 ss 209:3 staff 114:16 stamp 37:9 162:19 stamped 6:14,16 8:7,22 9:10,12,14 9:16 41:6 104:2 149:17 161:21 162:13 165:20 177:3 179:17 standalone 173:4 standing 204:7,8 start 1:17 2:1 6:3 10:3,18,20 11:10 11:15,20,22,23 | 12:5 14:20,25 18:21 20:18 37:7 41:5 52:13 62:9 67:16 79:6 101:25 105:10,13 106:6 106:16,22 107:4 121:9 131:22 176:24 187:1 189:20 191:20 193:21 199:18,25 202:3,11 208:18 started 17:3 19:5 19:12,23 20:3,6 20:22 21:4 22:13 22:22 23:2 25:11 26:3 27:4,18,20 29:4,18 30:6 32:8 32:14,25 33:8,12 33:17,21 34:2,11 53:25 54:8,19,22 55:6,15 57:15,20 62:8,13,18,20 106:25 107:5,8 116:9 117:21 140:16,17 starting 17:7,15 18:9 140:7 starts 139:9 140:5 state 2:7 10:16 11:20 13:9 16:3 18:8 33:10 34:3 34:12 36:14 39:10 39:23 40:10,17,22 48:13 49:11 52:1 92:15 104:17 105:1 106:5 107:18,22 108:8 109:8,13,21 112:9 112:22 113:7,14 113:21,24,25 114:1,7,14,22 115:3,5,13,25 117:20 118:3 119:1,24 121:23 122:3,25 125:8,8 125:12,20 126:1,7 |
|---|--|--|--|--|

| | | | | |
|--|--|--|--|--|
| 126:11,15,23,24 127:8,12,17,21,23 128:25 129:2,6 130:2,4,9,14,23 132:23 133:5,9 134:4 136:17,20 136:23 137:8,15 137:18 138:8,11 138:15,22,24 139:1,2,3,9,13 140:2,5 141:16,17 141:22,23 142:1 143:2,5,6,9 144:13,16 145:7 145:14 147:17 149:5 151:18,21 154:20,25 160:12 164:17 166:23 180:13 185:10,15 195:10,16 196:2,4 201:9 204:4 209:2 209:6 stated 19:15 39:7 statement 200:19 201:9 states 1:1 10:5 32:22,23 33:18 47:7,11,16,19 48:3,6,19 51:14 51:17 107:11 113:1 115:15 119:12 125:14 129:17 135:10 136:10 137:3,5,9 137:10,22 138:16 139:8 141:14 142:8 145:19 151:23 195:10 198:11 stenographic 209:15 stenographically 209:13 sterilization 86:17 96:18 stickers 201:21 | stock 25:23 26:14 26:17 stop 20:7 100:18 162:10 stopped 27:3 98:17 98:24 stored 26:5 strategy 43:1 51:10 83:2 street 3:17 4:7 strictly 166:11 strike 18:7 23:7 24:2,12 25:5,13 27:14 31:18 35:21 46:25 48:10 49:24 51:15 58:22 63:10 65:14 66:23 69:13 75:17 80:8 90:9 96:12 98:15 109:6 112:20 120:2,9 124:1 126:21 130:19 133:3 135:18,20 148:21 149:4 154:23 159:2 160:3,19 170:12 171:8 172:4 173:17 181:20 183:22 stuff 164:12 177:23 198:23 styles 55:2 68:18 subject 178:16,23 191:24 subpoena 189:12 subsequent 122:14 123:5 157:21,22 subsequently 21:20 82:25 111:8 148:16 subsidiaries 132:16 133:5 subsidiary 13:20 14:4,7,16 132:8 133:14,25 150:6 substance 190:13 substantial 167:19 | succeed 27:25 success 77:14 successful 116:21 118:11 successive 152:20 sudden 192:9 sufficient 138:21 suggested 43:6 suite 2:3 4:8,17 5:8 summary 165:25 194:17 sunset 3:7 supervised 30:8 supplier 25:2 26:11 26:12,15 55:22 61:20 63:25 64:5 64:7,12 81:7 83:24 100:5 103:1 109:22 181:18 182:10,22,25 183:16,20 184:16 193:6 suppliers 44:12,14 44:22 46:19 47:3 58:24 59:3 76:20 77:16 78:2,7 84:12 181:17 199:7 supplies 10:3 36:25 38:18 40:18 43:11 60:3 83:23 109:16 126:17 127:4,16 129:4 167:14 185:25 186:7 supply 1:7,14 4:3 11:9 38:10,24 39:1 40:13 43:7 43:14,15 46:3 88:20 90:4,20 94:25 109:5 128:9 203:5 supplyclinic 38:12 supplying 42:17 suppose 112:25 supposed 29:7 sure 12:14 19:11 | 21:10 28:7 35:19 45:7 51:3 54:8 66:5 73:22 94:5 98:20 102:9 106:22 112:18 115:11,13 128:20 142:7 144:3 147:4 147:9 159:13 160:18 163:10 182:22 186:11 188:8,8,9 191:2 193:24 199:10,16 sworn 11:12 200:19 209:9 system 145:20 systems 172:9 <hr/> T <hr/> t 6:8,8 7:1,1 8:1,1 9:1,1 table 35:1 63:7 135:1 163:18,22 164:14,22 177:18 187:19,20 take 13:2,4 26:10 41:10 51:6 52:5 66:7 80:5 116:8 137:3 162:4 188:9 206:14,17 taken 2:2 10:10 209:7,15 takes 118:16 talk 49:3 189:18,21 189:22 190:2 193:9 194:25 talked 101:1 102:20 134:24 189:23 200:9 talking 12:7 18:5 33:3 134:7,19 142:13 166:18 174:5,20 175:18 175:19,21 200:8 talks 192:5 tamara 5:15 targeting 30:24 | task 172:9 tax 108:23 207:14 team 75:9 technical 199:21 technician 5:14 10:1 11:4 20:11 20:14 67:7,10 120:25 121:5 186:20,23 208:15 telephone 204:24 tell 16:19 18:16 74:15 100:17 102:1 108:11 123:23 125:7 126:24 151:24 162:17 171:13 193:19 telling 90:3 ten 15:11 16:11,16 16:19 68:21 142:13 197:21 tend 140:8 tenday 16:5 tenminute 133:22 tennessee 118:19 tenth 197:19 term 63:11 102:21 106:1 152:11 terminating 201:10 201:16 termination 152:11 terminology 176:6 terms 15:8,11,22 53:16 55:2 63:13 68:17 76:7 105:18 105:20,21,22 106:3 109:4 152:20 162:21 163:1 test 87:9 194:23 testified 11:14 20:19 24:24 25:19 92:6 100:4 110:13 200:4 testify 196:17 209:10 |
|--|--|--|--|--|

| | | | | |
|---|---|--|---|---|
| testimony 15:13 16:6 87:24 131:5 154:14 203:22 texas 4:18 thank 33:20 51:5 56:13 110:23 119:9 170:11 177:7 187:1,4 199:17,19 201:21 204:3 208:14 thanks 163:15 189:20 thats 15:8,16,21 19:20,25 21:12 29:13,22 30:2 32:7 37:8 41:5,19 42:11 52:19 62:2 63:6 66:7 78:19 82:12 86:19 87:13 94:24 95:8 105:24 106:4 109:9 110:14,19,19,20 117:10 118:1 129:10,13,19 134:7,19 138:5 143:8 144:1 145:8 147:8 150:3,8 151:15 153:15,22 154:16 155:4,6,10 162:6 163:3,13,18 164:18,18 169:18 169:18 174:19 175:18 177:25 180:10 184:16 199:18 201:15,20 201:24 204:2,6,23 205:15 206:3 208:2 theres 32:17 37:9 42:22 43:3 47:7 49:8 71:18 73:4 73:11,22 75:5 76:13 96:21 98:8 104:13 105:4 145:3,3,4 152:10 153:14 157:12 | 159:19 163:18 164:23 167:1 171:4 175:23 180:12 182:22 184:10 203:11 205:20,25 theyre 20:8 34:25 44:22 46:20 66:21 68:3 81:16 89:8,9 90:17,17 94:24 99:6 112:18 123:21 141:7 172:4 theyve 36:10 thing 46:24 89:8 91:22,25 101:17 148:6 157:12,15 163:3 170:24 175:22 193:5 196:8 198:5 things 42:7 60:13 69:18 80:5 81:17 81:18 88:22 89:8 89:25 99:8 120:7 125:18 126:8,12 126:14,14 157:15 171:4 175:8,14,23 192:1,3 193:2,3,8 196:7 197:9 think 20:19 24:24 25:8,19 27:24 28:7 33:16 36:6 39:3 50:7 58:3 64:13 74:5 83:15 88:16 91:21,23 92:6 100:4 112:11 125:19 126:1,19 128:8,9 129:16 142:5 143:4 144:2 144:5 147:7,12 155:9 156:6 162:7 169:9 171:6 172:11 190:12 197:16 200:14 204:23 206:24 | 207:2,6 thinks 73:2 third 162:1 163:24 164:2 thought 90:23 134:14,14 175:16 175:21 192:8 thoughtout 70:7 threat 39:11,21,22 40:3,5,6 threatened 185:16 threatening 185:10 186:5,12 three 67:4 79:9 114:8 118:5 164:22 167:22 169:9 171:18 190:4 thrilled 111:6 thursday 1:18 time 10:9 19:4,12 19:18,22 20:11,14 22:13 27:14,19 29:17 33:11,24 34:2,18 37:19,23 41:10 42:16 44:13 46:7,8,11,11 47:17 48:1,2,16 50:21 51:25 54:18 54:21 55:5,12 57:7,22 58:9 59:3 59:9,13 60:7 61:17,23 62:7,12 62:18,22 65:15 66:10,24 67:7,10 68:14 69:16 71:9 72:16 76:18 81:4 82:14 83:22 84:5 85:16 87:8,12 93:12 94:15 100:7 107:4 108:17 114:16 116:2,2 118:16 120:12,25 121:5 134:1 135:5 135:7 136:7 137:15 139:6,24 | 139:24 140:4,8,25 141:7 146:9,22 147:12 155:8,8 160:17 164:4 168:15,22,25 169:3 171:22 186:20,23 187:2,3 188:21 189:21 193:10 194:8 197:19 198:8 207:22 208:3,15 209:8 timeline 8:16 117:3 117:6,23 118:1,18 119:23 121:21 122:15 136:9 timelines 71:12 times 30:2 82:24 93:5 135:3 157:14 172:21 197:21 timing 63:22 87:1 117:13 tip 86:16 96:17 title 13:11 21:3 25:21 26:11 37:22 206:14,17 titled 8:14 117:2 153:15 158:22 163:19 180:19 today 10:9 12:3,16 15:10,13,23 16:6 18:5 26:10 31:18 31:21 34:23 40:17 45:22 53:10 65:21 65:25 82:25 84:17 98:23 101:1 103:7 120:17 125:7 146:13 169:12 183:20 189:21 197:20 198:5 200:16 told 126:16 top 37:16 49:7,8 51:9 78:22 87:18 105:23 112:11,11 112:12,13,16 | 136:2 139:17 140:21 150:20 152:4,11,25 153:23 157:4 158:23 159:5 165:24 167:22,25 168:7 169:6 171:23 178:3 181:19 193:20 200:15 203:17,19 topic 144:2 total 53:16 67:3 84:17 120:16 140:3,14 166:6 168:3 198:14 totally 136:22 touched 19:17 track 83:22 84:10 116:21 137:19 141:4,6 156:23 157:1 168:5,22 173:7 198:18 trade 61:24 170:8,9 184:20,24 185:1 traffic 156:21 176:18 208:13 transcript 16:12 209:15 transcription 209:14 transitioned 171:14 tricky 110:4 tried 77:11 89:11 94:5 100:10 174:16 true 107:10 122:13 123:4 124:2,10 128:13 173:17 209:14 trust 116:15,17 truth 11:13,14 209:10,10 try 12:11 28:24 32:4 48:18 50:6 77:5,8 116:16,16 127:20 128:16 |
|---|---|--|---|---|

| | | | | |
|--|---|---|---|---|
| 133:24 134:3,10 137:20 138:14 144:10 177:1 trying 19:11 39:23 45:8 52:2 88:22 94:13 95:15 107:3 114:6 115:5,15 117:19 134:12 142:7 143:20 157:17 174:13,15 175:10 176:10 206:3 207:24 tuesday 132:7 turning 152:9 turns 188:4 twice 144:19 two 4:6 19:7,8 34:13,13 46:2 57:3,6,14,17 63:6 85:10,11 89:22 101:1 106:3 117:24 118:5,18 123:8 124:9,22 125:5 152:15 167:25 169:22 170:2,13 171:14 171:20 175:7,8,13 175:20,23 188:2 193:7 196:7 197:22 201:23 207:25 twoyear 105:22 152:20 type 114:21 170:24 172:13 types 36:24 54:1,2 54:4,12,15,19 69:1,3 73:17 90:18 102:16 146:25 154:19 170:2 typical 114:5 typically 42:6 114:24 116:8,14 132:17 133:4 136:19 137:23 | 138:18 139:6 <hr/> U <hr/> uhhuh 35:5 38:6 44:9 62:5 68:8 96:15,20 97:3 114:12 155:1 182:13 184:6 191:22 200:6 201:8 203:9 umbrella 14:3,17 unable 94:6 95:10 95:22 119:5 unclear 63:23 underneath 14:2 14:17 44:2 52:23 56:25 61:5 70:24 71:4,18 79:9 understand 12:16 12:22,24 15:18,23 18:5 19:11 21:11 29:6 33:14 35:18 36:2 45:3,4 54:6 60:2,4 73:20 74:4 74:7,11 75:2 84:1 87:24 91:19 101:10 134:22 138:25 142:3,5 143:21 173:25 175:11,13 176:10 177:14 181:7 188:1 195:3 197:6 200:1 206:4 207:7 understanding 44:10 46:16 48:5 76:1,15 77:20 80:24 81:4 82:3 95:9,13,21 99:2 109:2,12 174:3 184:10 207:4 understood 54:9 undertake 157:17 unfortunately 168:5 unit 158:15 united 1:1 10:5 | unsuccessful 119:13,17 unsuccessfully 93:24 94:16 update 42:22 43:24 123:25 133:22 156:17 updated 158:9 updating 157:18 use 17:24 81:16 115:2 129:11 148:3,9 149:24 196:17 197:3 204:1 205:15,17 userfriendliness 156:12 userfriendly 97:25 156:2,7,9 username 145:9 uses 103:1,14 usually 46:23 80:4 <hr/> V <hr/> v 1:5,12 vague 70:24 valuable 129:7 valuation 185:4,7 variation 160:11 variety 170:4 various 104:23 138:17 vary 83:4 velarde 5:14 10:13 vendor 201:6 205:12,14,22 206:10,13,21 207:1 vendors 205:2,6,15 207:10 verbalize 55:16 version 6:22 7:4,12 7:16,20 8:4 49:10 56:16 60:25 70:16 79:2,3,18,20 85:3 86:5 96:14 180:14 196:18 | versus 10:4 33:4 83:8 99:13 101:16 101:18 video 5:14 10:1 11:4 20:11,14 67:7,10 120:25 121:5 186:20,23 208:15 videographer 10:12 videotape 10:2 videotaped 1:17 2:1 view 35:13 91:7,12 93:20 145:13 196:6 views 130:12 vinyl 9:9 68:22 158:24 virginia 106:6 116:10 117:24 virtually 137:25 172:25 volume 21:21 22:7 58:16,20,24 83:18 99:7 164:24,25 165:1 198:15 volumes 24:20 voting 41:24 <hr/> W <hr/> wait 12:4,11 51:3 142:16,16 166:19 166:19 195:23 walk 204:14 wander 142:11,20 wandered 141:15 141:23 wanders 143:14 144:17 want 12:2,10 15:2,9 16:19 27:12 33:7 46:17 48:6,19 51:6 52:5 68:5 70:19 74:10,13,20 90:13 100:13,22 | 110:25 122:2 132:5 144:10,10 147:1 152:24 158:7,11 163:17 169:17 176:9 187:5 192:10,21 194:13 197:13 204:10,13 208:4 wanted 32:24 73:8 73:10 83:12 92:7 100:17 197:25 200:22 wanting 48:14 wants 132:23 143:7 warehouse 25:24 26:13,23 101:18 205:7,13,16 206:17 warehouses 26:19 warehousing 27:3 27:5 washington 2:15 wasnt 23:17 30:1 91:17 175:19 177:20 way 69:22 70:2 77:17 93:14 97:6 111:15 113:24,25 127:22 128:4 129:7,19 132:25 141:15 143:1 167:11 168:23 195:23 196:21 198:10 205:19 ways 113:13,17,20 114:8 204:21 web 61:4 96:23,23 99:7 weber 10:11 webmaster 159:17 website 6:19,23 7:5 7:9,13,17,21 8:5 8:14,18 9:5 38:10 38:12,24 39:2 52:15,19 53:7 56:16 60:25 61:8 |
|--|---|---|---|---|

| | | | | |
|--|---|--|---|---|
| 67:19 70:16,20 79:4 85:3,21 86:6 87:13 96:5,14,21 97:24 99:5,12,13 117:2,7,8,10 121:12 123:24 129:14 142:21 143:8,14 144:17 144:24,24 145:10 145:17 147:12 155:21,21,23 156:2,5,8,10,13 156:18,21,22,24 157:3,6,18,23 158:5,9 159:16,18 websites 79:25 wednesday 191:23 week 137:6 weekly 198:25 welcome 121:9 went 141:15 weve 36:16 97:15 101:7 122:24 136:10 137:25 172:21 whatnot 73:10 whats 14:23 52:12 56:8 60:19 70:12 70:13 79:1 85:1 86:4 103:20,22 109:2 110:7 116:25 131:13 142:3 149:9,14 155:19 158:21 161:19,20 165:19 175:8 177:2 179:16 205:11 whatsoever 172:24 174:5 whichever 182:9 wholesale 45:11,12 whos 64:6 92:2 whys 144:1 wide 102:23 103:2 170:4,4 wider 39:12,13 | willing 205:14,16 willingly 165:10 wisconsin 2:14 122:10 123:1 withhold 186:5,12 witness 5:3 6:2 11:11 12:14,20 13:1,6 21:13 22:1 22:10 23:20 28:4 28:11 29:6,11,13 29:22 31:25 34:16 34:19,25 36:3,6 36:20 39:15 45:4 46:13 48:23 51:7 52:7 54:4 55:17 59:5 63:2 64:2 66:3,5 69:3 73:4 73:20 74:5,9 75:1 75:14 81:1,9 84:2 85:19 89:22 91:21 91:24 92:17 94:2 94:15 95:12 96:1 97:9 98:20 99:25 103:16,25 106:19 108:5 109:18,25 111:20 112:18 113:10 115:8 116:6 118:14 119:16 122:18 125:23 126:5 127:25 128:8,20 129:10,25 130:7 130:16 131:2,16 135:14 136:22 139:8,17,22 140:10 141:2 142:5,18 150:3 160:1 163:1,13 174:2 175:5 176:5 176:17 177:19,22 178:20 181:25 183:6 185:13,19 186:2,9,17 187:4 188:24 191:10 192:5,15,24 193:24 195:3,8,25 | 197:7 199:19 202:8 204:1 208:1 208:14 209:9,12 wont 71:8 woodward 2:3 5:7 word 69:8 71:4 101:5,12 111:20 113:4 126:13 162:11 worded 132:25 wording 151:16 words 134:15 work 19:24 95:22 120:6 169:23 170:2 worked 19:1,13 workers 164:25 works 204:12,14 worry 29:10 wouldnt 44:20 46:22 69:3 189:15 193:6 196:13 write 188:17 205:2 writes 38:9 writing 71:22 written 47:2 58:2,3 58:5 78:2,5 wrong 92:7 102:13 143:19 192:16 wrote 39:19 194:7 www 1:25 | 191:13 193:20 194:13 199:10 203:19 204:6,7 year 119:18 123:20 124:8,22 125:5,6 128:11 166:1 167:9 194:25 199:1 yearoveryear 160:23 167:5 years 13:15 17:4 19:14 27:12 34:13 34:13 36:16 84:8 106:3 116:13,13 116:13 119:2 124:9,16 152:15 yep 38:8 41:13 42:15 46:9 47:9 55:17 110:24 118:24 124:16 149:16 150:3,24 152:5,8 169:20 180:18 184:9 200:15 202:22 203:21,21 york 1:2 10:6 122:7 122:18 123:1,7 youd 90:13 162:4 youll 200:23 202:18 youre 12:17 15:23 36:3 41:11 53:8 73:23 74:1 75:2 75:10 84:2 87:12 92:3 106:19 117:8 126:11 128:20 134:7 139:20 140:6 144:4,6,11 144:12,22,24 145:1,2,4,20,20 158:7 161:8 163:1 171:3,5 174:14,20 175:3 177:14 180:17 182:9 193:4 197:11 198:14 youve 92:6 93:2 | 108:12 113:23 114:21 116:9 117:10 130:10 134:21,23 138:14 145:19 173:13 196:24 <hr/> Z <hr/> zero 127:10 139:9 140:6,7,17 zwick 17:8,9,16 19:16,24 30:11 60:12 65:4 77:8 78:14,19 82:25 95:19 <hr/> 0 <hr/> 00 208:16,19 000 163:24 164:15 184:4,7 000001 6:15 37:10 01 120:25 121:2 0200 5:10 0257 8:23 149:17 08 117:22 08008 3:8 <hr/> 1 <hr/> 1 1:10 10:2 47:7 52:21 120:25 121:2,5,7 138:12 151:1 152:14,25 189:19 10 2:5 9:13 20:12 20:13,14,16 165:20 167:9 194:25 100 73:8 138:13 170:10 103 8:7 10418 209:24 11 6:4 62:11 67:7,9 67:11,12 191:24 202:18 110 8:9 116 8:12 |
|--|---|--|---|---|

| | | | | |
|----------------------|---------------------|--------------------|---------------------|---------------------|
| 121 8:17 | 2009 6:24 56:17 | 237 2:16 | 4582 3:9 | 8758 4:19 |
| 13 79:22 186:20,22 | 57:8,22 58:9 60:8 | 24 209:19 | 46 20:14,16 | 8th 3:17 |
| 131 8:20 | 118:3,6,12 119:2 | 2500 2:3 5:8 | 48226 5:9 | |
| 13th 37:17 | 119:11,21 152:2,7 | 256 131:13 | | 9 |
| 149 8:22 | 152:16 154:6 | 258 152:23 | 5 | 9 8:8 10:10 20:11 |
| 15 85:4 106:10,11 | 201 9:20,21 | 259 131:15 152:9 | 5 49:7 120:23 146:8 | 103:21 104:3 |
| 106:17,23 107:1,7 | 2010 118:19 | 26 153:13 | 151:1 169:18 | 159:21 167:10 |
| 107:8 | 2011 7:6 61:1,16 | 261 153:14 | 199:8 | 90 92:22 131:7 |
| 155 9:3 | 118:22 | 26th 152:2,7,16 | 50 4:7 112:25 | 942 6:14 37:3,4,8 |
| 158 9:7 | 2012 7:10,14 9:6 | 2727 2:16 | 167:17 | 193:18 |
| 15cv05440bmc 1:6 | 67:19 70:17 71:10 | 28 9:5 186:23,25 | 500 2:3 5:7 | 943 6:16 41:1,2,6 |
| 10:7 | 72:17 76:18 79:18 | 191:23 | 52 6:18 121:5,7 | 169:11 |
| 15th 106:7,16 | 79:22 117:15 | 2800 4:17 | 191:24 | 944 6:18 52:9,13 |
| 16 96:21 | 123:6 155:22 | 28th 155:22 | 5301 2:14 | 96:5,6,7,11 98:2,5 |
| 161 9:10 | 181:3 | 29th 132:7 | 55 67:11,12 | 945 6:21 56:10,12 |
| 163 51:11 | 2013 7:18 79:4,21 | 2nd 67:19 | 55402 3:18 | 56:13,15 |
| 165 9:12 | 84:6 181:3,4 | | 56 6:21 | 946 7:3 60:20,21 |
| 166 169:21 | 2014 106:11,17 | 3 | 57 1:19 | 947 7:7 67:13,17 |
| 167 169:21 | 107:1,8 159:21 | 3 51:9 108:15 | | 948 7:11 70:9,14 |
| 16cv00631 1:10 | 162:2 163:24 | 152:14,19 186:20 | 6 | 949 7:15 78:23 79:2 |
| 16cv696bmegr | 164:4 181:4 184:3 | 186:22,23,25 | 6 43:5 | 95 92:22 146:19 |
| 10:8 | 184:11 | 30 2:5 159:21 | 60 7:3 68:6,9,15 | 167:10 |
| 16th 4:7 | 2015 7:22 37:17 | 313 5:10 | 184:4 | 950 7:19 84:23 85:2 |
| 17 180:12,13 | 85:17 106:11 | 31st 179:24 | 612 3:19 | 951 8:3 86:1,5 96:7 |
| 176 9:14 | 167:9 179:24,24 | 32 10:10 | 6246221 1:24 | 96:13 |
| 179 9:16 | 180:22 181:4 | 3200 4:8 | 665 4:10 | 952 8:7 103:22,23 |
| 18 69:1,4,9 | 184:7,12 187:14 | 34 3:7 | 669 180:10 | 953 8:9 110:2,8 |
| 187 6:5 | 191:23 | 347 3:9 | 67 7:7 | 147:7 |
| 188 9:18 | 2016 6:20 8:6 41:15 | 35 94:20 172:22 | 7 | 954 8:12 116:22 |
| 19 1:18 2:2 | 51:24 52:15,25 | 3608 4:10 | 7 179:22 203:12 | 117:1 121:21,22 |
| 190 9:19 | 53:12 85:24 86:7 | 36923 9:11 161:21 | 70 7:11 | 121:24 122:15 |
| 19102 4:9 | 87:21 89:18 96:6 | 163:12,14 | 733 3:9 | 955 8:17 121:3,10 |
| 199 6:6 | 96:14 97:13,23 | 36931 162:6,9 | 740 4:19 | 121:22,24,25 |
| 19th 10:9 132:7 | 98:10 166:7 | 37 6:14 | 75 112:7 | 122:1,4 |
| 1st 179:23 | 2017 1:18 2:2 8:19 | 37586 9:15 177:4,5 | 75201 4:18 | 956 8:20 131:9,14 |
| | 10:9 121:12 | 37653 9:17 179:17 | 78 7:15 | 131:16,17,18,21 |
| 2 | 209:19 | | | 131:21 |
| 2 1:6 6:17 7:10 41:7 | 202 2:16 | 4 | 8 | 957 8:22 149:10,11 |
| 42:25 152:19 | 20s 114:4 125:10 | 4 42:11,12 108:15 | 8 1:19 | 149:15 |
| 20015 2:15 | 214 4:19 | 152:25 153:18 | 80 3:17 112:7 | 958 9:3 155:16,20 |
| 2007 8:11 110:10 | 215 4:10 | 155:7 208:16,19 | 84 7:19 | 959 9:7 158:17,19 |
| 111:13 117:18 | 22 13:15 135:8 | 40 184:7 | 847 163:24 164:15 | 158:22 196:10 |
| 166:7 | 178:17,23 | 41 6:16 | 8582 3:19 | 960 9:10 161:15,16 |
| 2008 106:7,16,23 | 2200 3:16 4:16 | 43 67:7,9 | 86 8:3 | 161:20 |
| 107:7 116:10 | 22nd 179:2 | 44 20:11,12,13 | 866 1:24 | 961 5:10 9:12 |
| 117:24 118:12 | 22year 116:20 | 445 56:9,12 | | 165:15,16,20 |

| | | | | |
|---|--|--|--|--|
| 194:15 962 9:14 176:21 177:3 178:1 963 9:16 179:12,16 187:12 964 9:18 188:10,11 192:17 200:23 965 9:19 190:21,22 966 9:20 201:25 202:3,7,11 204:1 967 9:21 201:25 202:4,9,23 203:7 977 3:19 99 6:10 14:24 9th 122:6,17,18,25 123:7 | | | | |
|---|--|--|--|--|

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

SOURCEONE DENTAL, INC.,

Plaintiff,

v.

PATTERSON COMPANIES, INC.,
HENRY SCHEIN, INC., and
BENCO DENTAL SUPPLY COMPANY,

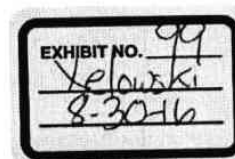
Defendants.

Civil Action No. 15-cv-05440-JMA-GRB

CONFIDENTIALITY ORDER

It is hereby ordered that the following provisions shall govern claims of confidentiality in these proceedings:

- (a) The following documents and information may be designated as 'Confidential' provided such documents are not public and have not previously been disclosed by the producing party to anyone except those in its employment or those retained by it:
 - (i) Sensitive Commercial Data, such as confidential or proprietary research, development, manufacturing, or commercial or business information, trade secrets, special formulas, company security matters, customer lists, financial data, projected sales data, production data, matters relating to mergers and acquisitions, and pricing data; and
 - (ii) Sensitive Personal Data, such as personal identifiers, financial information, tax records, and employer personnel records.
- (b) The following documents and information may be designated "Attorney's Eyes Only" provided such documents are not public and have not previously been disclosed by the producing party to anyone except those in its employment or those referred by it:
 - (i) each party's business/marketing plans, annual plans, long range plans or strategic plans;
 - (ii) competitively sensitive pricing information; or
 - (iii) other documents that contain highly sensitive trade secret or confidential information which cannot be adequately protected by the "Confidential"



designation and which would subject the party producing the document to irreparable harm absent this designation.

- (c) The parties agree that an "Attorney's Eyes Only" designation is reserved for, at most, these very select few documents which contain highly sensitive trade secret or confidential information which cannot be adequately protected by the "Confidential" designation and which would subject the party producing the document to irreparable harm absent this designation.
- (d) If any party believes a document not described in paragraphs (a) or (b) should nevertheless be considered "Confidential" or "Attorneys Eyes Only," it may make application to the Court. Such application shall only be granted for good cause shown.
- (e) An attorney for the producing party may designate documents or parts thereof as confidential by stamping the word "Confidential" or "Attorney's Eyes Only" on each page.

If such information is provided in an answer to an interrogatory, the attorney may separately append the information to the main body of the interrogatory responses, mark such appendices "Confidential," or "Attorney's Eyes Only" and incorporate by reference the appended material into the responses.

At the time of a deposition or within 10 days after receipt of the deposition transcript, a party may designate as "Confidential" or "Attorney's Eyes Only" specific portions of the transcript which contain confidential matters under the standards set forth in paragraphs (a) and (b) above. This designation shall be in writing and served upon all counsel. No objection shall be interposed at deposition that an answer would elicit "Confidential" or "Attorney's Eyes Only" information. Transcripts will be treated as "Attorney's Eyes Only" for this 10-day period. Any portions of a transcript designated "Confidential" or "Attorney's Eyes Only" shall thereafter be treated as such in accordance with this order. The "Confidential" or "Attorney's Eyes Only" portion of the transcript and any exhibits referenced solely therein shall be bound in a separate volume and marked "Confidential" or "Attorney's Eyes Only" by the reporter. An individual attending a deposition who is not authorized to see a "Confidential" or "Attorney's Eyes Only" document or hear such information, shall be excused from the deposition for the portion during which such "Confidential" or "Attorney's Eyes Only" document or information is discussed.

- (f) Documents designated "Confidential" shall be shown only to the attorneys (including in-house attorneys whose identities shall be disclosed to the other parties), parties, experts, actual or proposed witnesses, court personnel and other persons necessary to review the documents for the prosecution or defense of this lawsuit. Each person who is permitted to see confidential documents shall first be shown a copy of this order and shall further be advised of the obligation to honor the "Confidential" designation. The parties agree that any confidential discovery

material produced in this litigation may only be used in connection with this litigation.

- (g) Documents designated “Attorney’s Eyes Only” shall not be disclosed by any receiving party to anyone other than Counsel (including in-house attorneys whose identities shall be disclosed to the other parties), the Court and Experts. Any “Attorney’s Eyes Only” documents also may be shown to any deponent during the course of a deposition if it is reasonable to conclude based upon deposition testimony or other objective evidence that the person would have access to or knowledge of the information contained in, or related to, that document. Prior to showing the document to a deponent, the deponent shall first be shown a copy of this order and shall further be advised of the obligation to honor the “Attorney’s Eyes Only” designation. “Attorney’s Eyes Only” documentation shall not be used for any purpose other than in connection with this litigation, unless by written agreement of Counsel or by order of the Court.
- (h) Review of the confidential documents and information by counsel, experts, or consultants for the litigants in the litigation shall not waive the confidentiality of the documents or objections to production.
- (i) The inadvertent, unintentional, or *in camera* disclosure of “Confidential” or “Attorney’s Eyes Only” documentation and information shall not generally be deemed a waiver, in whole or in part, of any party’s claims of confidentiality. If at any time prior to trial, a producing party realizes that some portion(s) of the discovery material that the party produced should be designated as “Confidential” or “Attorney’s Eyes Only”, the party may so designate by apprising all parties in writing, and providing that the material has not already been published or otherwise disclosed, such portion(s) shall thereafter be treated as “Confidential” or “Attorney’s Eyes Only” under this order.
- (j) If a party believes that a document designated or sought to be designated “Confidential” or “Attorney’s Eyes Only” by the producing party does not warrant such designation, the party shall first make a good-faith effort to resolve such a dispute with opposing counsel. In the event that such a dispute cannot be resolved by the parties, either party may apply to the Court for a determination as to whether the designation is appropriate. The burden rests on the party seeking confidentiality to demonstrate that such designation is proper.
- (k) If any court filing incorporates “Confidential” or “Attorney’s Eyes Only” material or documentation or would reveal its contents, the portions of such filing shall be delivered to the Court in a sealed envelope prominently bearing the caption of this action and the label “Confidential. Filed Under Seal.” Counsel shall file under seal those and only those specific documents and that deposition testimony designated “Confidential” or “Attorney’s Eyes Only”, and only those specific portions of briefs, applications, and other filings that contain verbatim confidential data, or that set forth the substance of such confidential information, unless independent good cause is demonstrated.

- (l) Within a reasonable period after the conclusion of the litigation, all "Confidential" and "Attorney's Eyes Only" material and documentation shall be returned to the respective producing parties or destroyed by the recipients.
- (m) In any application to the Court referred to or permitted by this Order, the Court may exercise discretion in determining whether the prevailing party in such a dispute may recover the costs incurred by it and, if so, the amount to be awarded.
- (n) This Court shall retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder.
- (o) Third Parties who produce documents or discovery in connection with this litigation shall have the right to seek all of the protections available to the parties under the terms of this Confidentiality Order.

Dated: December 23, 2015

/s/ Christopher G. Renner

Jack G. Stern
BOIES, SCHILLER & FLEXNER LLP
575 Lexington Avenue
7th Floor
New York, NY 10022
Telephone: (212) 446-2300
Fax: (212) 446-2350
jstern@bsfllp.com

William A. Isaacson
James P. Denvir, III
Christopher G. Renner
BOIES, SCHILLER & FLEXNER LLP
5301 Wisconsin Avenue NW
Washington, DC 20015
Telephone: (202) 237-2727
Fax: (202) 237-6131
wisaacson@bsfllp.com
jdenvir@bsfllp.com
crenner@bsfllp.com

***Counsel for Plaintiff
SourceOne Dental, Inc.***

Dated: December 23, 2015

/s/ James J. Long

James J. Long
Jay W. Schlosser
Scott M. Flaherty
BRIGGS AND MORGAN, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Telephone: (612) 977-8400
Fax: (612) 977-8650
jlong@briggs.com
jschlosser@briggs.com
sflaherty@briggs.com

Michael B. Miller
MORRISON & FOERSTER LLP
250 West 55th Street
New York, NY 10019
Telephone: (212) 468-8000
Fax: (212) 468-7900
mbmiller@mofo.com

***Counsel for Defendant
Patterson Companies, Inc.***

Dated: December 23, 2015

/s/ Colin R. Kass

Colin R. Kass
Scott M. Abeles
PROSKAUER ROSE, LLP
1001 Pennsylvania Ave., NW
Washington, DC 20004
Telephone: (202) 416-6800
Fax: (202) 416-6899
ckass@proskauer.com
sabeles@proskauer.com

Bradley I. Ruskin
David A. Munkittrick
PROSKAUER ROSE, LLP
Eleven Times Square
New York, NY 10036
Telephone: (212) 969-3226
Fax: (212) 969-2900
bruskin@proskauer.com
dmunkittrick@proskauer.com

*Counsel for Defendant
Henry Schein, Inc.*

APPROVED AND SO ORDERED.

Dated:

Dated: December 23, 2015

/s/ Steven E. Bizar

Steven E. Bizar
BUCHANAN INGERSOLL & ROONEY PC
50 S. 16th Street, Suite 3200
Philadelphia, PA 19102-2555
Telephone: (215) 665-3826
Fax: (215) 665-8760
steven.bizar@bipc.com

Carrie G. Amezcua
BUCHANAN INGERSOLL & ROONEY PC
1700 K Street NW, Suite 300
Washington, DC 20006-3807
Telephone: (202) 452-7953
Fax: (202) 452-7989
carrie.amezcua@bipc.com

*Counsel for Defendant
Benco Dental Supply Company*

Magistrate Judge Gary Brown
Eastern District of New York

Cindy Hoogasian

From: Craig Start
Sent: Friday, November 13, 2015 9:30 AM
To: Cindy Hoogasian
Subject: RE: more supply competition

I am sure there will be more and more popping up. Gives us some motivation to get into this space quickly. Source One going through the dental associations is still going to be the biggest threat.

Craig

From: Cindy Hoogasian
Sent: Friday, November 13, 2015 9:23 AM
To: Craig Start
Subject: more supply competition

Craig:

This new supply website is the business of a practicing dentist:

<https://www.supplyclinic.com/>

Lots of people finding their way into this space.

Cindy Hoogasian
Director, MDA Services & Marketing
Direct: 517-346-9467
Toll-Free: 800-860-2272
Cell: 517-667-0325
LinkedIn: www.linkedin.com/in/cindyhoogasian
www.mdaprograms.com
www.associationgloves.com

Please be aware that our email standards prohibit receipt of .ZIP files. Kindly save any .zip file as a PDF and attach it, or your email will be vaporized and I will never know you sent it! Thanks for your assistance.



**MDA INSURANCE & FINANCIAL GROUP
COMMITTEE ON ENDORSED SERVICES**

**Minutes of:
April 1, 2016
MDA Headquarters, Okemos, MI**

PRESENT:

Dr. Toni Ausum, member
Dr. Andrew DeHaan, member (absent)
Dr. Rhonda Hennessy, member (absent)
Dr. Gary Jeffers, chair
Dr. Mark Johnston, member
Ms. Guneet Kohli, student (absent)
Dr. Paul Kuhlman, member
Mr. Vilson Merkaj, student
Dr. Dale Nester, member (absent)
Dr. Aaron Ruskin, member (absent)
Dr. Mary Stahle, member

STAFF:

Karen Burgess, MDA exec. dir.
Cindy Hoogasian, dir. MDA Services & mktg.
Craig Start, MBA, president
Elise Witte, exec. assistant



I. CALL TO ORDER

The meeting of the MDA Insurance and Financial Group Endorsed Services Committee was called to order at 9:00 a.m. by Dr. Gary Jeffers, chair.

II. APPROVAL OF MINUTES

Minutes of the October 9, 2015 meeting were approved by mail ballot with no changes.

III. ADABEI Co-Endorsement Discussion (Att. 1)

- A. Staff Apparel/Land's End
- B. Appliances/Whirlpool
- C. Shipping/UPS
- D. Luxury Cars/Mercedes-Benz
- E. Sharps: currently endorse DRNA exclusively (Att. 1A)

The committee was asked consider co-endorsing the list of products/services with the ADA while sticking to the philosophy of what do dentists need to purchase or use to be successful. The committee wondered if these programs would water down the message the MDA is already trying to relay. They were concerned that these are programs the dentists already have access to, and that their management would take up too much of the limited time that staff has to administrate and market. As for the sharps program, the president of DRNA did not believe there would be enough opportunities to generate sales as he states in his memo (Att. 1).

IV. NEW PROGRAM IDEAS

- A. HIPAA Compliance (Att. 2)
- B. MIOSHA Compliance (Att. 3)

Recently, the MDA sent a survey to member dentists asking how it could help its members be more successful. One suggestion was to provide dental offices with on-site HIPAA/MIOSHA training. All

ESCAPRIL2016

CONFIDENTIAL

MDA000002

CX9069-087

54 offices need to be made aware of compliance. Eagle Associates, Inc. (Att. 2) is a company who offers
 55 compliance services primarily to medical offices, but would like to expand more into dental offices. Eagle
 56 Associates provided a proposal breaking down their costs for management consulting fees, providing
 57 various training programs, journal subscriptions, and policy manuals. They continually monitor federal
 58 regulations and provide policy updates to ensure each office has continued compliance. According to Ms.
 59 Burgess, who ran the numbers, it seems like a good opportunity, member benefit, and would provide a
 60 reasonable revenue stream. Dental offices would like to know they can rely on the ease and convenience
 61 of on-site training and would be covered at a reasonable price. The committee believes Ms. Hoogasian
 62 should obtain RFPs for HIPAA and MIOSHA companies who provide these services. It was suggested to
 63 explore if members could opt in or out of either program or do both for a better price.

64 65 Cyber Security and HIPAA Compliance

66 The committee would also like RFPs submitted to companies who provide IT compliance assistance for
 67 dental offices who typically deal with protected health information and electronic medical records
 68 systems every day and need protection from such threats as hackers, employees who download
 69 questionable software or are sharing passwords, or loss of computers. See Att. 2 for two companies who
 70 submitted information on their specific services. Some companies may roll cyber security compliance into
 71 HIPAA and MIOSHA compliance.

72
 73 Although many dentists may balk at compliance issues there are steep fines imposed for not complying.
 74 HSS performs random audit visits and feels no compunction to make their impending visit known. It is
 75 believed by the committee that until enough offices are fined, there may not be enough interest. The
 76 compliance issue is slowly evolving now, but over time, and given the fact that compliance is for all
 77 medical professionals, not just dentists, compliance issues will become more prevalent. The committee, in
 78 their continued interest of being forward-thinking and proactive, believes the MDA should eventually
 79 endorse a company so MDA members are not faced with navigating the marketplace rife with so many
 80 compliance companies.

81 82 C. Review Priority List (Att. 4)

83 The three programs in the "A" list are all integrated into HIPAA. Credit card processing can be taken off
 84 the list, as we have already inked a new deal with Comerica. Mr. Start believes that no more programs
 85 should be added to the "A" list at this point, as MDA Services is too busy with other activities.

86
 87 On the "B" list:

88 Lexicomp, one of the leading companies who provide information on drugs and drug interactions,
 89 should be kept near the top of the list. Ms. Hoogasian will contact this company and a few others.

90 Phone, internet and cable packages can be deleted from the list. It is difficult to work with these
 91 companies as they are a moving target and packages are priced differently in different parts of the state.

92 Electronic claims is also a moving target – take off the list.

93 Online communication - take off the list.

94 Lower business banking fees – keep on the list. Can look at Bank of America to expand to this package
 95 and can have them bid against Comerica.

96 Dental uniform service – the committee is not sure it wants to get into the business of selling scrubs, but
 97 leave on the list.

98 All inclusive product/service practice management model – they analyze your software and come up with
 99 a to-do list. Mercer bought "On Track" software. This is a big bite, a moving target, but leave on list for
 100 now.

101 Assisting members with buying property – there may be 10 – 20 dentists out there – leave on list.

102 PPO negotiations – would create a PPO network of dentists. Take off list. Would need to have its own
 103 board and would be too complicated. Legal issues are associated with it because of the FTC. When selling
 104 a practice, it could lose up to 25% of its value. At the MDA board level, they want to pursue cautiously.

105 There would have to be a lot of due diligence to decide if the MDA really wants to get involved. There

ESCAPRIL2016

CONFIDENTIAL

MDA000003

CX9069-088

106 has been a decrease of reimbursement rates for dentists and it is a great subject of concern. On a state and
 107 national level, they are keeping ears to the ground.

108
 109 On the "C" list:

110 Dental office newsletter – take off list. Already have an endorsed companies Demandforce and Officite
 111 that handle.

112 High speed internet access – take off list

113 Dental Solutions Rx – can send RFPs out

114 Sterilization monitoring can be moved up to the "A" list.

115

116 V. GLOVE PROGRAM UPDATE

117 A. New Endorsements

118 The Nebraska and Pennsylvania dental associations have endorsed the glove program, with Ohio and
 119 Kansas pending.

120 B. Glove/Mask Sales Update (Att. 5)

121 March was a tremendous month for sales with over \$313,000 and contributed to a record-setting first
 122 quarter. Several factors contributed to this.

- 123 • Introduction of new products
- 124 • Our partners are providing us with price discounts
- 125 • Disposable products were added and are on the up-tick
- 126 • Insertion of Microflex glove samples in various endorsed state's publications

127

128 C. Disposables Expansion (Att. 6)

129 1. States

130 All but four states have agreed to partner with us to sell disposables.

131 2. Products/Strategy

132 MDA Services would like to increase the number of disposable products it now offers. Ms. Hoogasian
 133 asked the committee for their suggestions on other disposable products they thought should be added to
 134 the list of seven categories currently offered. The committee provided feedback on potential new
 135 offerings listed on Att. 6 and ones that our distributor, HSS, suggested they could easily supply. Some
 136 suggestions were phosphor plate pouches, carbon strips, and head rest covers. Other potential product
 137 offerings were crossed off the list. Ms. Hoogasian asked the committee members to provide her with
 138 supplier names, their preferred brand, and the price they currently pay. She is also asking the committee
 139 for information to help her evaluate various disposable cups.

140

141 One of our partner glove distributors, Pro2, has supplied samples for MDA Services to distribute as a test
 142 market to see if there is any interest in prophylaxis supplies: saliva ejectors (regular and high-volume),
 143 micro-tip applicators and prophyl right-angles. These items would be quick and easy to bring in for sale.

144

145 The committee provided helpful feedback mentioning the fact that it is often not the dentist's decision on
 146 purchasing many of these disposable items but instead the dental assistants and hygienists who are the
 147 decision makers. A suggestion was made that at various shows, we could pass out business cards attached
 148 to a potential new product asking for feedback. We need to get our website out to the assistants at shows.

149

150 Ms. Hoogasian believes a new "plaque attack" flossing product, GumChucks, has marketing potential.

151 Samples were distributed to the committee asking for their feedback. The committee liked the product and
 152 thinks it has potential. Ms. Hoogasian will develop pricing and strategies for it.

153 3. Sales Report (Att. 7)

154 Ms. Hoogasian provided the committee with a sales report that broke down each disposable product
 155 offered and the number of units sold for the period January 1, 2015 to March 31, 2016.

156 D. Marketing Update

157 1. Catalog

ESCAPRIL2016

CONFIDENTIAL

MDA000004

158 A new price catalog has been developed for gloves/masks and a disposable version as well. The price list
159 will be poly-bagged inside several state journals in the future.

160 2. App

161 A new app was introduced in February and is available via Google and on iPhones. Promotions can now
162 be accomplished through the app that could not have been done otherwise – it has a lot of potential.

163 3. Order Form Strategy

164 We have moved away from co-branding each state's order form which will be less resource intensive.

165

166 Two part-time employees have been hired to help out in the glove program. The hours they work will
167 offset allowing flexibility in the department.

168

169 Ms. Burgess brought up the concept of establishing a GPO (Group Purchasing Organization) which was
170 discussed at a recent MDA "think tank." Many dentists are experiencing pain points that involve high
171 overhead costs and perhaps a GPO would be a good way to keep costs down. Ms. Hoogasian's position is
172 that MDA Services in many ways is already acting as a GPO, so where do we draw the line? She would
173 like some feedback on this. There were many negative comments from the committee:

174

- 175 • Some GPOs offer a narrow selection, i.e. One Source Distributing in Florida.
- 176 • There are steep up-front fees to join some GPOs which can run \$1,000 to \$1,500.
- 177 • GPOs typically back off of any products that require service, i.e. chairs.
- 178 • Over the years, many GPOs have come and gone. They typically don't add to their prices, but
- 179 make money on their up-front fees. They require purchasing commitments. They fail, because the
- 180 volume isn't met and other companies will match prices.
- 181 • A GPO would do great harm to our glove program.
- 182 • Forming a GPO would require an enormous undertaking.
- 183 • We would run into competitors who don't want to be in that arena.

184

185 The committee's consensus is that we should stay with our present program.

186

187 VI. BIFURCATED CONTRACT REPORT (Att. 8)

188 Ms. Hoogasian reviewed the bifurcated contract report with the committee.

189

190 VII. PROGRAM UPDATES

191

192 A. DBS

193 The endorsement with DBS should be finalized and the contract signed in a week or so. DBS has a booth
194 at Annual Session and will also be speaking at the event. They will be a good marketing partner for us.

195

196 B. Comerica

197 Comerica signed a service agreement with MDA Services. During the transition from Global Payments to
198 Vantiv, Comerica Merchant Services lost some MDA member and non-member business. However, lost
199 clients have been identified and Comerica and MDA Services will try to get them back and gain new
200 participants.

201

202 C. Bank of America

203 The marketplace is changing. Bank of America Practice Solutions went into higher compliance – our
204 royalties were down, but now things are looking up.

205

206 D. SoFi

207 The SoFi student loan financing program which began in 2015 is doing very well with revenues of
208 \$10,365.

209

209 E. eScapes

ESCAPRIL2016

CONFIDENTIAL

MDA000005

210 The eScapes program has been in existence for one year now. It has been frustrating that there are only 50
 211 dental practices with screens. Adoption in Michigan has been slower than anticipated. eScapes is expected
 212 to be endorsed by eight to ten additional states for which the MDA will receive royalties. Members
 213 subscribing to the eScapes network will share in advertising revenue when eScapes begins selling space
 214 on a national or regional level, thereby turning eScapes into a profit center for members.

215
 216 The Texas eScapes marketing model is interesting and has a lot of potential. The Texas Dental
 217 Association pays the initial cost of installing the TVs with the idea of getting advertising dollars which
 218 the doctor and the MDA would get a piece of. If Texas is successful, maybe we could get rid of the \$69
 219 fee or lessen it. If we do get national advertising revenue, we would pay for the TVs to be installed
 220 instead of asking dentists to do it.

221
 222 F. AppRiver

223 There are only about a dozen practices using AppRiver, who provides HIPAA compliant encryption
 224 services. Dentists are resisting compliance with HIPAA HITEC right now, but MDA Services continues
 225 to do webinars, will continue to push and it and over time it should develop, especially with HIPAA
 226 compliance.

227
 228 **VIII. PENDING REFERRALS (ATT. 9)**

- 229 1. Committee members to send Ms. Hoogasian emails with information on disposables.
 230 2. Completed
 231 3. Completed
 232 4. Completed
 233 5. Cloud-based data storage could be encompassed through HIPAA project.

234
 235 **IX. NEXT MEETING**

236 The next meeting has been tentatively scheduled for October 14, 2016. An email will go out to the
 237 committee to determine the availability of all members.

238
 239 **X. ADJOURNMENT**

240 There being no further business, the meeting of the IFG Committee on Endorsed Services was concluded
 241 at 1:42 PM.

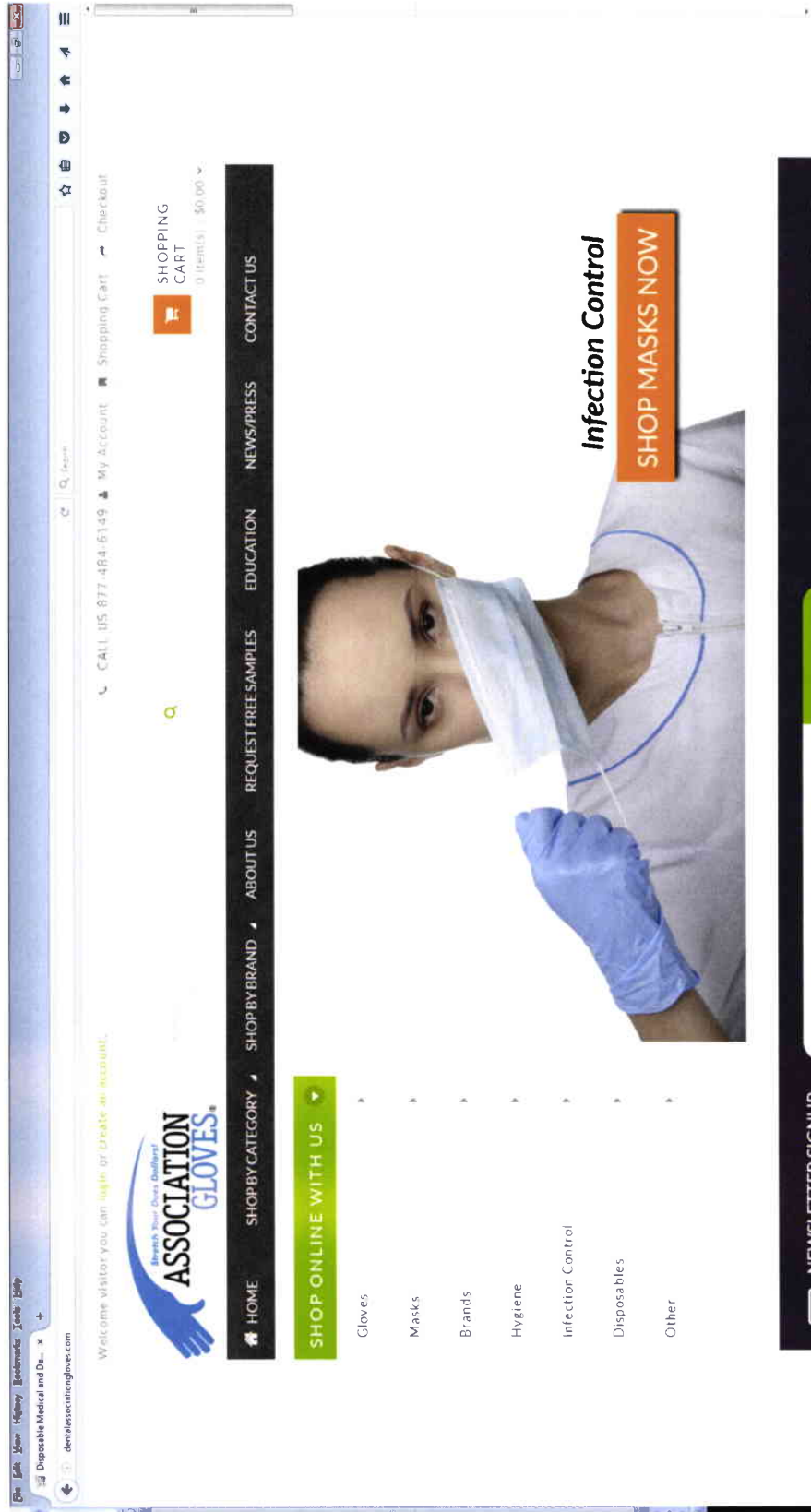
242
 243 /cdw
 244 Gary Jeffers, DMD, MS - Chair

ESCAPRIL2016

CONFIDENTIAL

MDA000006

Association Gloves website, December 2016 (home page)

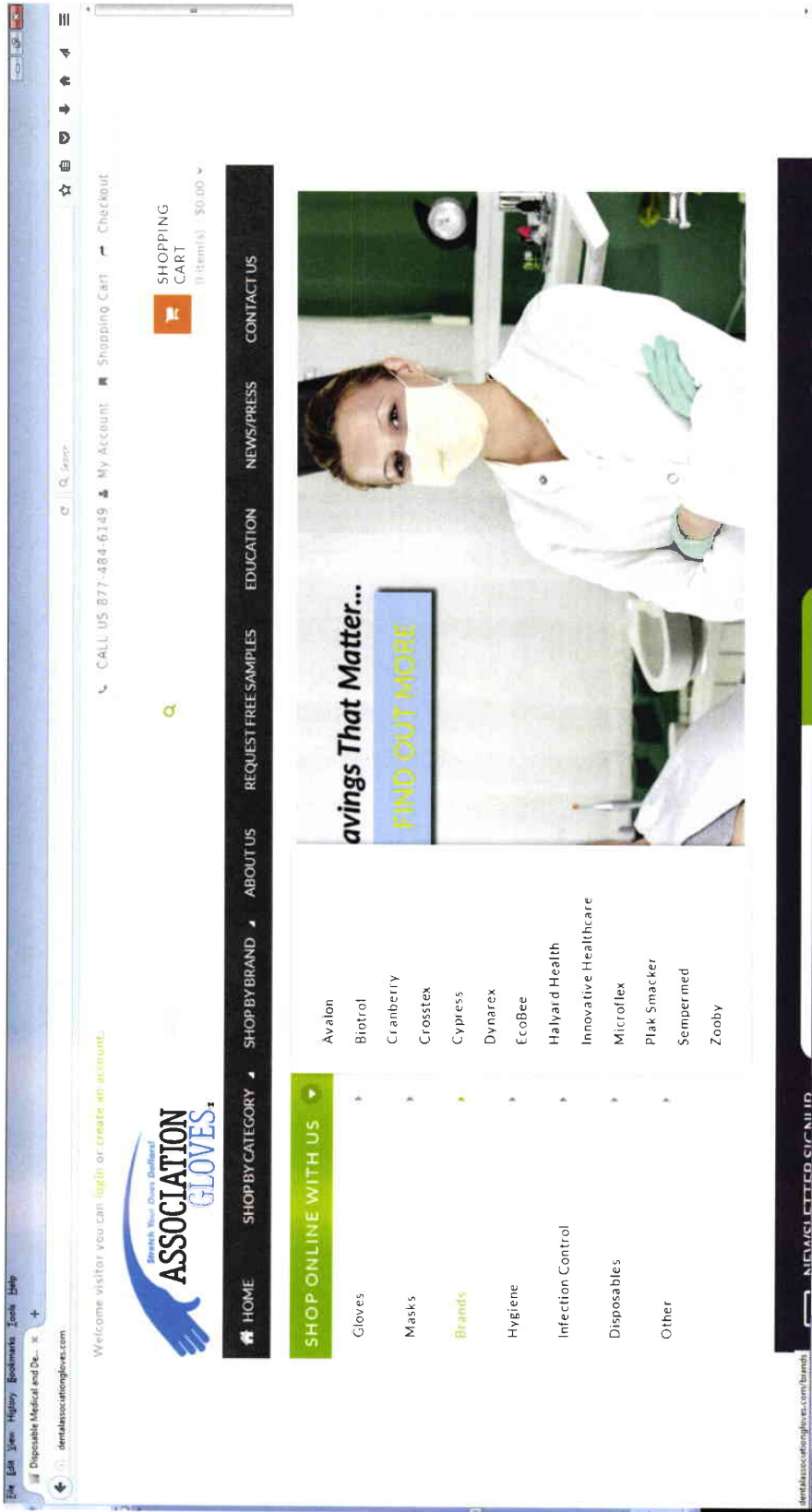


CX9069-092

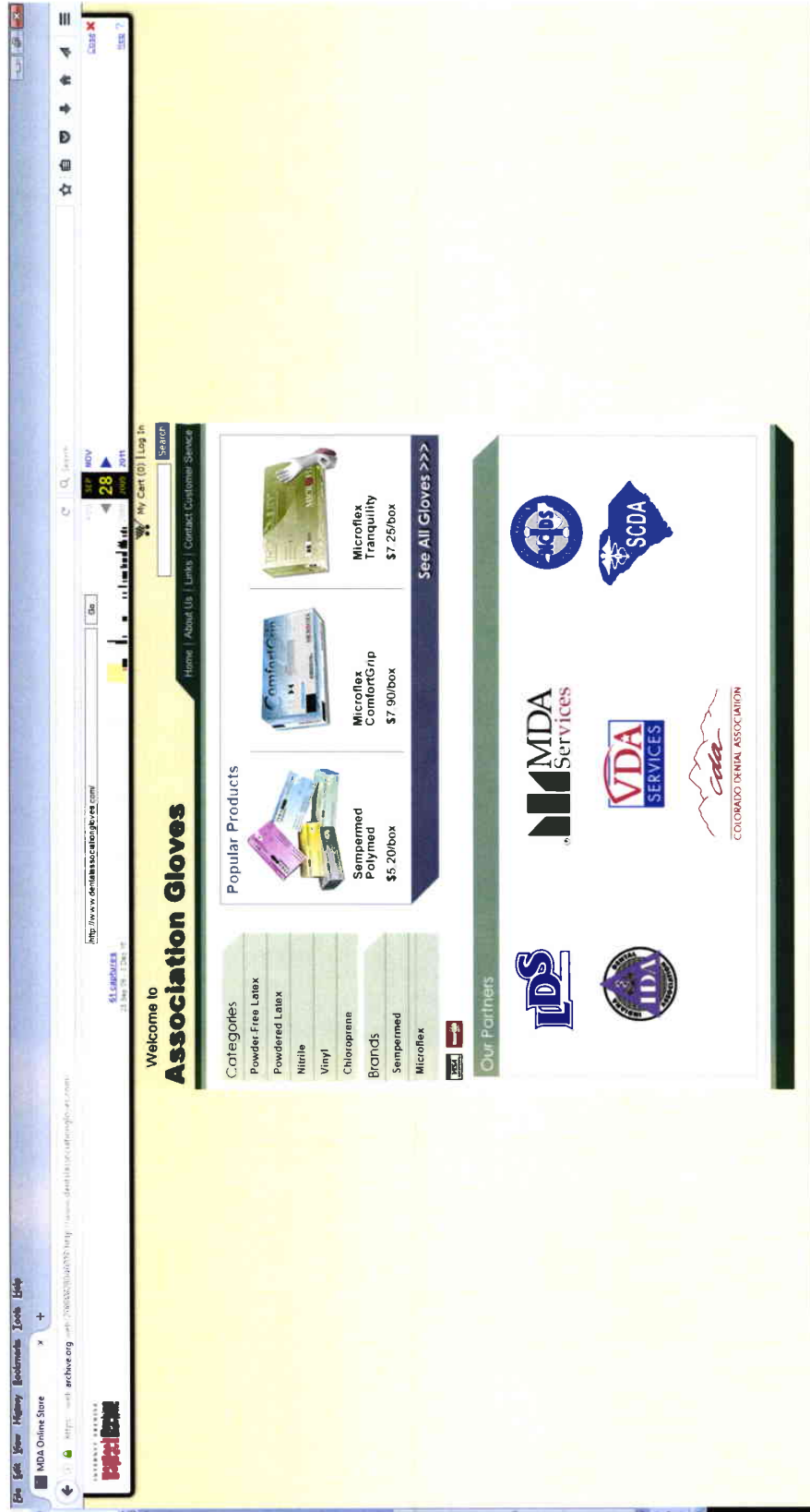
PUBLIC



Association Gloves website, December 2016 (brands)



Association Gloves archived website, September 2009



Association Gloves archived website, January 2011



Cranberry line, fitted gloves now offered by Association Gloves

(Okemos, MI, Jan. 2, 2012)

Association Gloves has expanded its exam glove offerings to incorporate the Cranberry and EcoBee glove lines. This allows dentists and doctors who have been searching for hand-specific, fitted gloves to purchase them from Association Gloves at exceptional prices. The Cranberry Curve fitted nitrile glove is available for \$65 per case, and the Silicare fitted powder-free latex glove is offered for only \$90.75 per case.

More than 60 gloves from seven manufacturers now comprise the Association Gloves product line. The program has added 10 new nitrile gloves, seven new latex gloves and one new vinyl glove. With the depth of the enhanced glove program, dental and medical professionals are sure to find a glove with the fit and feel that will ensure their comfort all day long. Free samples of all the gloves are available.

Cranberry uses the FirstTouch manufacturing process, which ensures customers that their own bare hands are the first to touch Cranberry gloves. Many Cranberry gloves, including the LUV powder-free nitrile exam glove priced at \$6.45 per 100, feature the NuSoft™ Formulation of lanolin and Vitamin E to minimize dry-skin irritation and ease donning. Cranberry's R200 powder-free nitrile glove costs just \$5.20 per 100, has 200 gloves per box and is priced at \$104 per case.

EcoBee shares the FirstTouch manufacturing process with Cranberry, but is "greener" than its conventional counterparts. EcoBee's BeeSure nitrile and latex gloves are made without the chlorination process, which may release harmful gases and liquids into the environment, and its product packaging is made with recycled materials. The BeeSure Slim powder-free nitrile glove is priced at \$5 per 100 gloves, has 200 gloves per box and costs just \$100 per case from Association Gloves.

Association Gloves is endorsed by 12 state dental associations and three Michigan medical associations. With the expanded product line, and the availability of right-and-left-hand-specific gloves, dentists, doctors and their staffs have more reasons than ever to support Association Gloves. High-quality gloves are available at extremely competitive prices, driving down the cost of doing business. And, every purchase through the glove program generates non-dues revenue for the purchaser's association, at no additional cost to members. Association Gloves continues to offer a \$5 McDonald's or Starbucks gift card for first-time buyers.

To order, please call 877-484-6149, or go to www.associationgloves.com.

Association Gloves, established in 2007, is a glove distributor located in Okemos, MI.

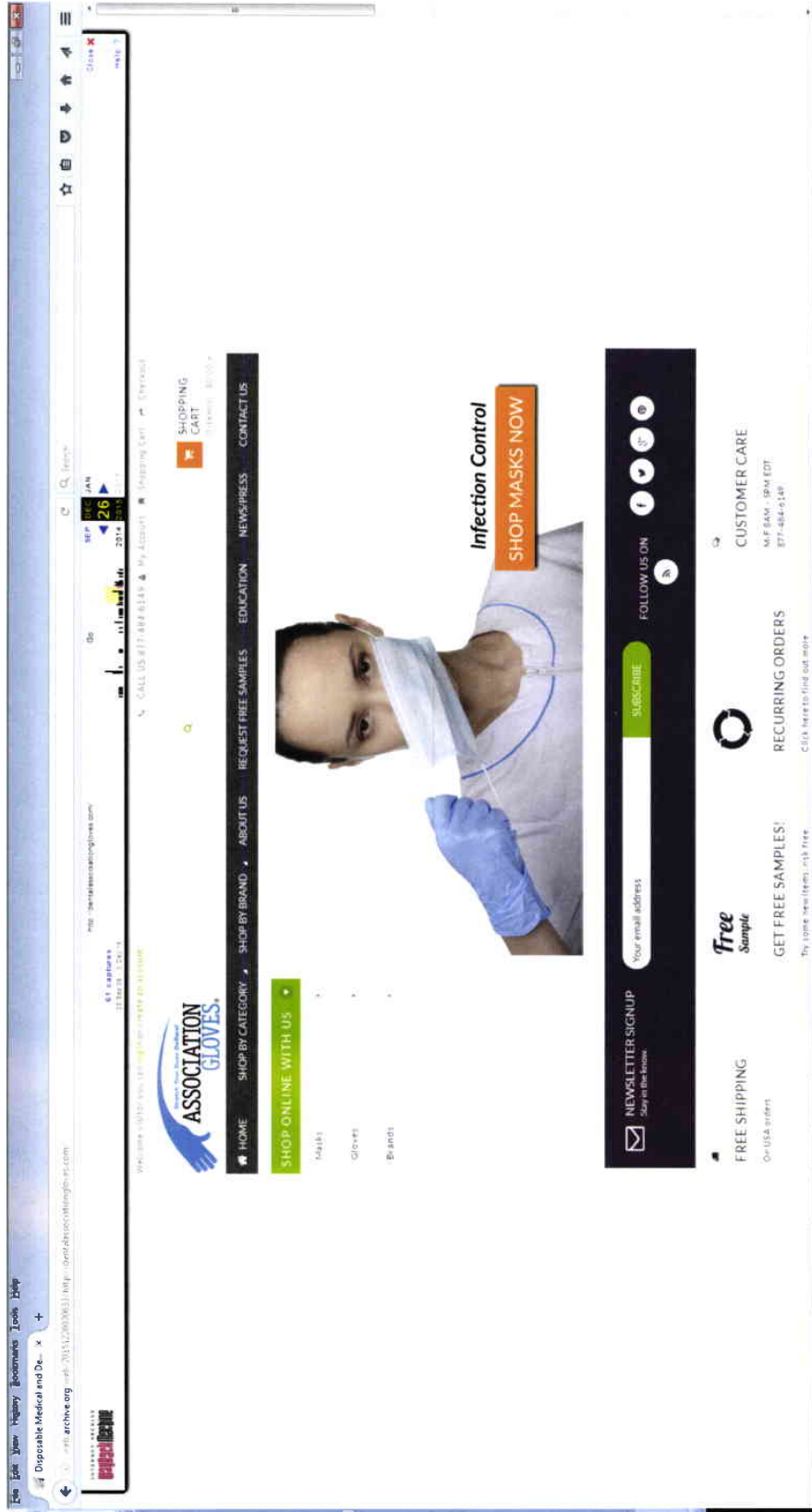


Association Gloves archived website, May 2012

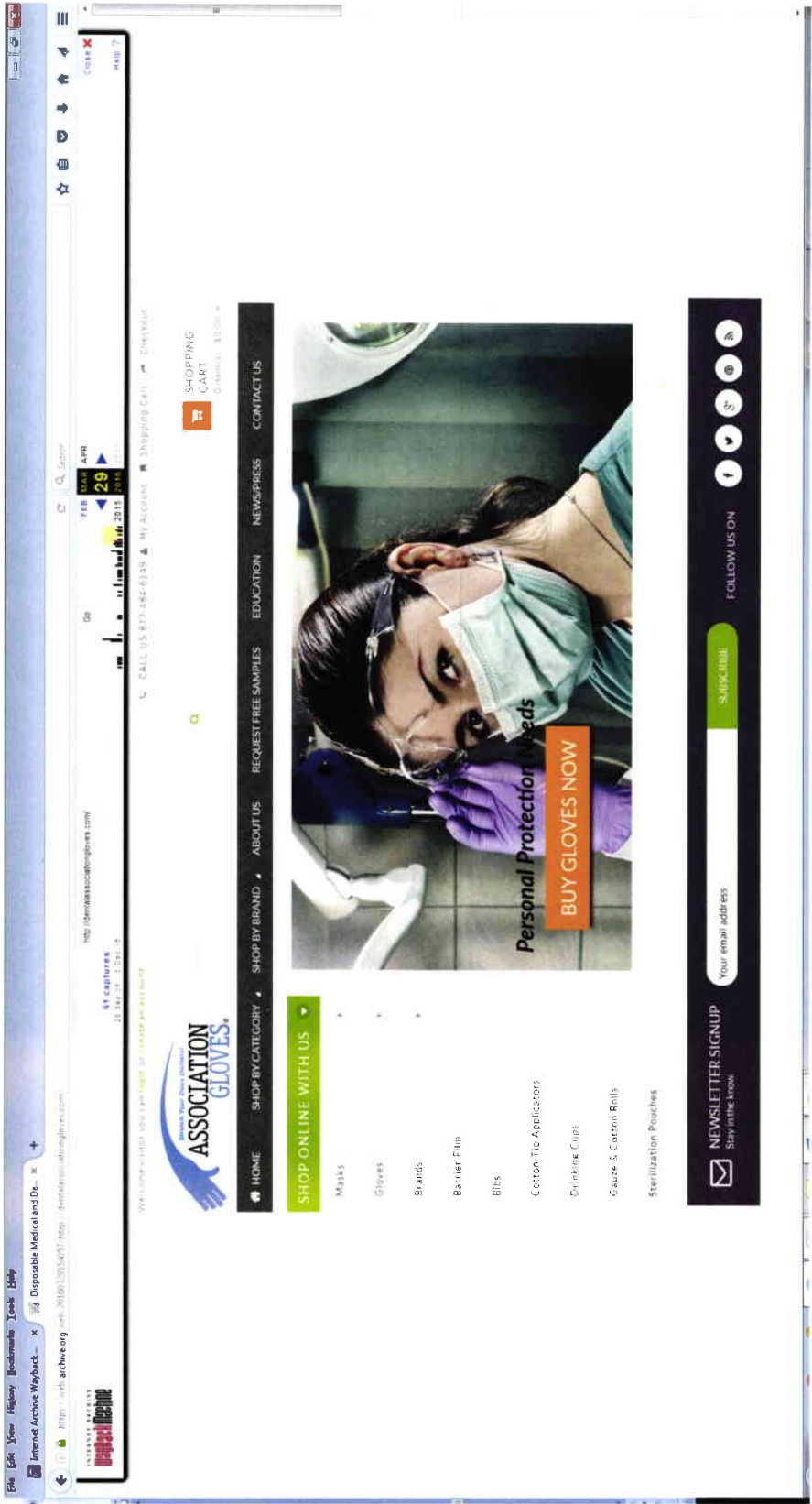


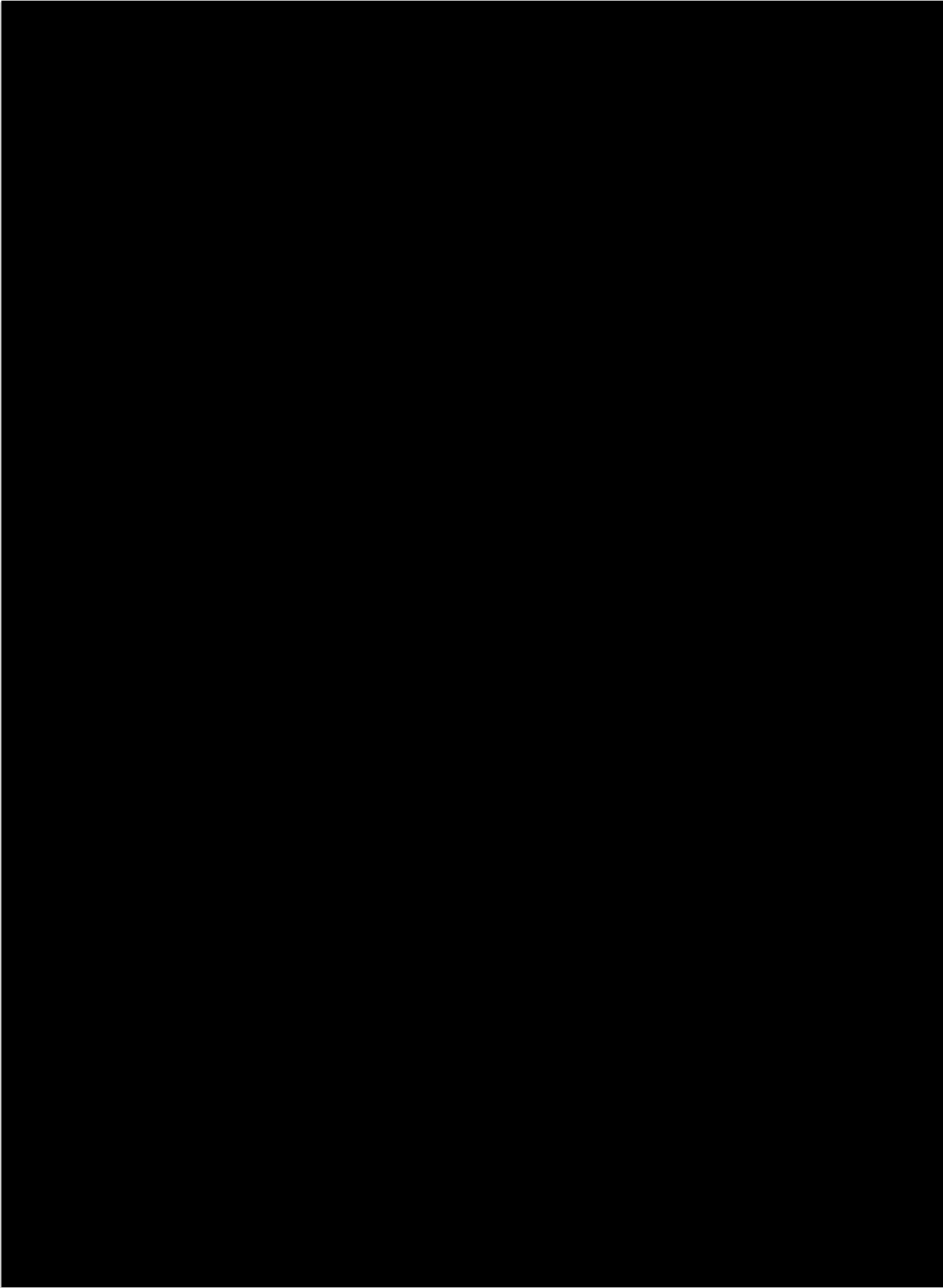
[illegible]

Association Gloves archived website, December 2015



Association Gloves archived website, March 2016





MDA INSURANCE & MDA SERVICES

CHECKUP

JUNE 2007



MDA Services News

New MDA Services Glove Program

We are thrilled to introduce the new MDA Services glove program. Ordering superior exam gloves for your dental office at discounted prices is now as easy as one phone call to MDA Services!

MDA Services offers a full range of dental examination gloves to fit the needs of your dental office. Below is information on some of our most popular gloves:

- DermaSafe Powder Free Latex, Textured
\$4.38 per box, size x-small to x-large
- DermaSafe Powder Free Latex, Smooth
\$4.38 per box, size x-small to x-large
- DermaSafe Powder Free Nitrile
\$5.57 per box, size small to x-large
- DermaSafe Powder Free Synthetic
\$3.80 per box, size small to x-large
- Glovetex Powdered Latex
\$3.55 per box, size x-small to x-large



*All gloves are sold by the case, with 10 boxes per case, 100 gloves per box.

**Other glove products such as powdered vinyl or powdered synthetic are available.

As an MDA member, you will enjoy high-quality gloves at specially discounted prices. In addition, we are confident that you will enjoy the level of service and excellence provided by this program. Please contact MDA Services to order gloves, request a free sample, or for answers to your questions. You'll be glad you did!

Questions? Contact Carol Yoshonis

(800) 860-2272 x465 | cyoshonis@mdaifg.com



Member Discount on Payroll Services

MDA Services has developed a hassle-free solution to your payroll needs with a member benefit offered by BASIC Payroll Plus. BASIC understands that the needs of your dental office are unique and you shouldn't have to do extra work to get what you need from your payroll.

BASIC Payroll Plus provides value through a combination of service and price. "Switching our payroll to BASIC was a smooth transition," says Heidi McInerney, business manager, Root Canal Specialists. "The quality of service cannot be matched and the pricing is significantly cheaper than our previous payroll company." BASIC is a proactive partner that provides flexible payroll solutions and exceptional customer service in order to meet all your payroll challenges.

MDA members receive the following BASIC Payroll benefits:

- **10 percent discount** off the entire menu of BASIC payroll services
- Tax filing and electronic tax payments
- Same-day processing
- Custom reporting tailored to fit the specific needs of your office
- Full service direct deposit
- Web access on both the administrative and employee levels

BASIC Payroll Plus can make your job easier and save you money. Please contact MDA Services for a free competitive analysis or quote on your payroll.

Questions? Contact Carol Yoshonis

(800) 860-2272 x465 | cyoshonis@mdaifg.com



Quality Programs. Group Savings. Lower Dues.

MDA Insurance News

Frequently Asked Questions

Protect Yourself Against Identity Theft Losses

What is identity theft? Put simply, identity theft is the wrongful use of personal information, such as name, credit card number, Social Security number, or other personal identification without permission to commit fraudulent or criminal acts. Identity theft currently ranks as one of the fastest growing crimes in the United States.

According to the Federal Trade Commission, credit card fraud is the most common form of reported identity theft cases, followed by phone or utilities fraud, bank fraud, and employment fraud. Frighteningly, these pieces of information can be used by criminals to illegally reap many thousands of dollars (or more) in a very short period of time.

While financial losses caused by this type of crime are not always incurred by the consumer, it can take months, if not years, for victims to restore their credit and good name. During that time, the theft of their identity may prohibit people from cashing checks, obtaining loans or utilities, or renting an apartment. The inability to gain access to credit and the disruptions to normal, daily life can be devastating and costly beyond dollars.

Fortunately, identity theft expense coverage is often available through homeowner's insurance companies and may be added to most policies.



While this coverage does not cover the fraud loss itself, it will provide coverage for the expenses of restoring financial identity and other related expenses due to an identity theft occurrence. Some examples of such expenses are attorney fees, preparation and notarization of documents, lost earnings as a result of time off work, and loan

reapplication fees. Typically, this coverage is available at very reasonable rates. Most insureds can endorse their homeowner's policies with \$15,000 to \$25,000 of coverage for under \$50 per year, depending on the company.

MDA Insurance proudly writes homeowner's coverage through Citizens Insurance Company. Citizens offers very competitively priced homeowner's policies that can be affordably endorsed to provide identity theft expense coverage. If you don't currently have this coverage, you should consider protecting yourself from identity theft predators. This crime can happen to anyone, anytime. Please call for more information on this valuable coverage today!

Questions? Contact Jeni Jonckheere

(800) 860-2272 x462 | jjonckheere@mdaifg.com

Q: With the new HSA regulations for 2007, how much can I contribute to my HSA?

A: Starting in 2007 your maximum contribution is based on the statutory limit for your type of plan. Individuals with a High Deductible Health Plan (HDHP) covering only themselves can contribute up to \$2,850. Individuals covering two or more people can contribute up to \$5,650. If the account holder is 55 or older an additional \$800 can be deposited for 2007 as a catch-up contribution.

More Information? Contact Tina Voss

(800) 860-2272 x479 | tvoss@mdaifg.com

Q: Does my contribution depend on when I establish my HSA account or when my coverage begins?

A: Eligibility to contribute to an HSA is determined by the effective date of your High Deductible Health Plan (HDHP) coverage. Your annual contribution depends on your HDHP coverage and the number of full months you are covered by your HDHP.

For the 2007 calendar year, if you are covered December 1st, you are eligible to contribute for the full year. However, if you cease to be eligible during 2008, the excess over the pro-rata contributions is included in income and subject to an additional 10 percent tax. No medical expenses incurred before the date your HSA is established can be reimbursed from your account.

More Information? Contact Marilyn Buggs

(800) 860-2272 x450 | mbuggs@mdaifg.com

Q: Deductibles, co-pays, and office visits are sometimes hard to keep track of. Do you have something to help me understand the differences between your products?

A: MDA Insurance has developed three simple-to-use charts that illustrate the difference between our individual medical products. These charts are a side-by-side comparison of each of the major coverages, deductibles, and co-pays for Community Blue PPO, Health Savings Accounts, and Comprehensive Major Medical coverage options.

Simply direct your Web browser to <http://insurance.smilemichigan.com> and click on "forms and applications" to view or print these charts. These are available 24 hours a day.

More Information? Contact Lesa Barker

(800) 860-2272 x437 | lbarker@mdaifg.com

PPO vs. Traditional

Understanding the Difference Between PPO and Traditional Coverage

As we look at the continuously changing landscape of medical plan offerings, we are sometimes confronted with a litany of names and acronyms – some of which have good connotations, and some of which do not. Not all of the connotations are based on fact; consequently, they are not necessarily deserved.



Among the most common acronyms we see are PPO and CMM. While these two plan offerings have some similarities, they have some differences that may affect your choice of medical coverage. In order to make the best decision for your situation, it is important to understand both the similarities and the differences.

The traditional indemnity plan known as the Comprehensive Major Medical Plan or CMM is familiar to the vast majority of members. This plan uses

a deductible that must be met before any non-preventative benefits are paid. Because of the older style benefit payment structure and the increasing premium costs, the PPO format is rapidly replacing this older plan design.

Preferred Provider Organization, or PPO, is a type of managed care structure that encompasses medical doctors, hospitals, and other medical providers that provide insured members of the PPO group discounts below their regular rates. The PPO plans typically require a co-pay for an office visit each time the member visits the provider's office. This fee is usually a fixed dollar amount. The PPO programs which are fee for service plans do not require a gate-keeper for referrals, and do pay benefits if the member uses a non-participating provider. The patient has increased out-of-pocket expenses when using non-participating providers.

From a practical point of view, close to 80 percent - and in some areas it is higher - of the physicians participate in the PPO format. For most of our members there is little difference in access to providers between the older CMM and the newer, more efficient PPO formats.

The easiest way to find out what plans your current medical provider participates in is a quick phone call to your doctor's office. The answer you receive may open up options regarding your choice of medical coverage that you had not previously considered.

Questions? Contact Tina Voss

(800) 860-2272 x479 | tvoss@mdaifg.com

Special Thanks

David Willson

The MDA, its subsidiary, and all of organized dentistry want to say "thank you" and "we couldn't have done it without you" to Dr. David Willson. Dr. Willson is retiring from the board after 42 years of serving dentistry. Since he graduated from the University of Detroit School of Dentistry in 1965, Dr. Willson has given much back to his profession.

When you look back over his career you see a pattern of involvement. His lengthy list of service begins with the Lakeland Valley Dental Society in 1967. This was followed by involvement with the Michigan Dental Association Auxiliary Societies Committee; the Michigan Dental Association Board of Trustees; the DHA Coordinating Committee, the American Dental Association, and MDA Insurance & Financial Group, ending just this year.

And, just for good measure, add the fact that colleges like Lake Michigan College and Ferris State University tapped his experience, knowledge, and willingness to help.

You can see the measure of a man not by what he collects, but by what he gives away, Dave, you stand tall in our book. Thank you.

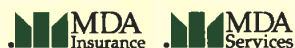
Claim Reporting

After-hours claim reporting available!

Ever wondered how to report an after-hours or weekend auto or homeowner's claim? Well, wonder no more! MDA Insurance works with highly rated, local carriers who proudly offer the following toll-free claim reporting numbers for after-hours or weekend use:

- Citizens/Hanover (800) 628-0250
- Auto-Owners (888) 252-4626
- Progressive (800) 925-2886

Claims that occur during normal business hours may be reported directly to MDA Insurance at (800) 860-2272.



230 North Washington Square
Suite 304
Lansing, MI 48933-1319

© 2007 Michigan Dental Association



RETURN SERVICE REQUESTED

SPECIALTY DRUG NEWS

Reminder about Mail Order Drugs

In October of 2006 Blue Cross Blue Shield of Michigan changed its vendor for specialty drugs from MEDCO to Option Care, Inc., a national network of home infusion and health care providers. This move was intended to save between \$20 million and \$25 million annually.

Specialty medications are used to treat many complex conditions including cancer, rheumatoid arthritis, human growth hormone, and hepatitis.

Specialty drug mail order kits are available from MDA Insurance and should be used to order these drugs through the mail. The kits are also available from Option Care. Just call (866) 515-1355.

All other medication will continue to be obtained through MEDCO. Mail order kits for MEDCO are also available through MDA Insurance.

Questions? Contact Marilyn Buggs

(800) 860-2272 x450 | mbuggs@mdaifg.com

IN THIS ISSUE

- Save Money on Examination Gloves
- Protect Yourself Against Identity Theft Losses
- PPO or Traditional – What's the Scoop?



Free Credit Card Processing Analysis

MDA Services and Comerica Merchant Services have teamed up to offer a great credit card processing program for MDA members. At a time when banks are raising fees for accepting credit cards in the office, the MDA program through Comerica Merchant Services has maintained a great discount rate for members.

If you're not using the MDA program, let Comerica Merchant Services provide a free, no-obligation cost saving analysis and processing evaluation. Comerica offers several processing options. And if you're not accepting credit cards, Comerica can provide friendly advice on the best processing option for your office.

Please contact MDA Services for a free credit card processing analysis or more information.

Questions? Contact Carol Yoshonis

(800) 860-2272 x465 | cyoshonis@mdaifg.com

Association Gloves Time Line

| Date | Endorsing Organization |
|----------------|---|
| April 2008 | Virginia Dental Services Corporation |
| October 2008 | North Carolina Dental Society |
| January 2009 | Louisiana Dental Association |
| May 2009 | Indiana Dental Association |
| June 2009 | South Carolina Dental Association |
| August 2009 | Colorado Dental Association |
| November 2009 | Maryland State Dental Association |
| November 2009 | Maine Dental Association |
| December 2009 | Michigan Academy of Family Physicians |
| April 2010 | Delaware State Dental Society |
| May 2010 | Tennessee Dental Association |
| August 2010 | Michigan Osteopathic Association |
| March 2011 | National Arab American Medical Association-Michigan Chapter |
| November 2011 | Oklahoma Dental Association |
| September 2012 | Missouri Dental Association |

Source: <http://dentalassociationgloves.com/news-press.html>, accessed 1/12/17.



ASSOCIATION GLOVES
Dental • Exam • Medical • Veterinary

Home ABOUT US
ABOUT US

WHO WE ARE

Association Gloves wholly owned by the Michigan Dental Association focuses on meeting the examination glove needs of association members across the United States. We have been providing quality, brand-name, value-priced gloves to association members since 2007. Our glove program goal is to provide high-quality products, exceptional customer service and competitive prices - adding value to your association membership!

Every health care professional has unique needs when it comes to the comfort, fit and feel of the gloves they wear. Association Gloves offers a full range of powder-free and powdered latex gloves, powder-free nitrile gloves, filled gloves, vinyl gloves and chloroprene gloves. You are sure to find gloves that meet the needs of your entire office team. Our special prices have been developed exclusively for association members.

Superior customer service is one of our distinguishing benefits! The Association Gloves customer service team is dedicated to helping you find glove solutions for everyone in your office. Our expertise with dental and medical associations helps us understand your needs and identify gloves that every member of your health care team will love. We are passionate about providing the highest level of service in order to meet your expectations.

PROFESSIONAL ASSOCIATION ENDORSEMENTS

Association Gloves is currently endorsed by the

| | |
|-------------------------------------|--|
| • Colorado Dental Association | • South Carolina Dental Association |
| • Delaware State Dental Association | • Oklahoma Dental Association |
| • Indiana Dental Association | • Tennessee Dental Association |
| • Illinois State Dental Society | • Virginia Dental Association |
| • Louisiana Dental Association | • National Arab American Medical Association Michigan Chapter |
| • Maine Dental Association | • Ninth District Dental Association New York |
| • Maryland State Dental Association | • Michigan Osteopathic Association |
| • Michigan Dental Association | • Missouri Dental Association |
| • North Carolina Dental Society | • Wisconsin Dental Association |

We are a Preferred Vendor of the Wisconsin Veterinary Medical Association
To explore a relationship for your association contact Darren Zwick

WELCOME TO THE VALUE PRICED EXAMINATION GLOVE PROGRAM
CALL US 877-484-6145 My Account Shopping Cart Checkout
SEARCH

SHOPPING CART
Gloves \$0.00 =

REQUEST FREE SAMPLES EDUCATION NEWS/PRESS CONTACT US

ADA American Dental Association®

America's leading advocate for oral health

Management Conference Week

July 18-21, 2016

ADA Headquarters, Chicago

Preliminary Schedule-At-A-Glance

(All sessions at ADA Headquarters unless otherwise noted)

| Monday, July 18 | |
|--|--|
| 8:00am–4:00pm | Dental Philanthropy Network Meeting Breakfast/Lunch |
| 8:30am–4:00pm | Constituent Counsel Workshop (for dental society attorneys) |
| 3:30pm–5:00pm | Executive Director's Advisory Committee (EDAC) |
| Tuesday, July 19 | |
| 8:00am–Noon | American Society of Constituent Dental Executives (ASCDE) Breakfast/Meeting |
| 10:00am–3:00pm | Association of Component Society Executives (ACSE) Meeting/ Lunch |
| Noon–5:00pm | 29 th Annual For Profit Subsidiary Meeting/Lunch |
| 5:30pm–7:00pm | Management Conference Welcome Reception (location to be determined) |
| Wednesday, July 20 | |
| 67 th Annual Management Conference, Day 1 | |
| 7:30am–8:00am | Breakfast |
| 8:00am–10:00am | Opening General Session |
| 10:00am–10:15am | Break |
| 10:15am–11:15am | Breakout Sessions |
| 11:30am–12:30pm | Breakout Sessions |
| 12:30pm–1:30pm | Lunch |

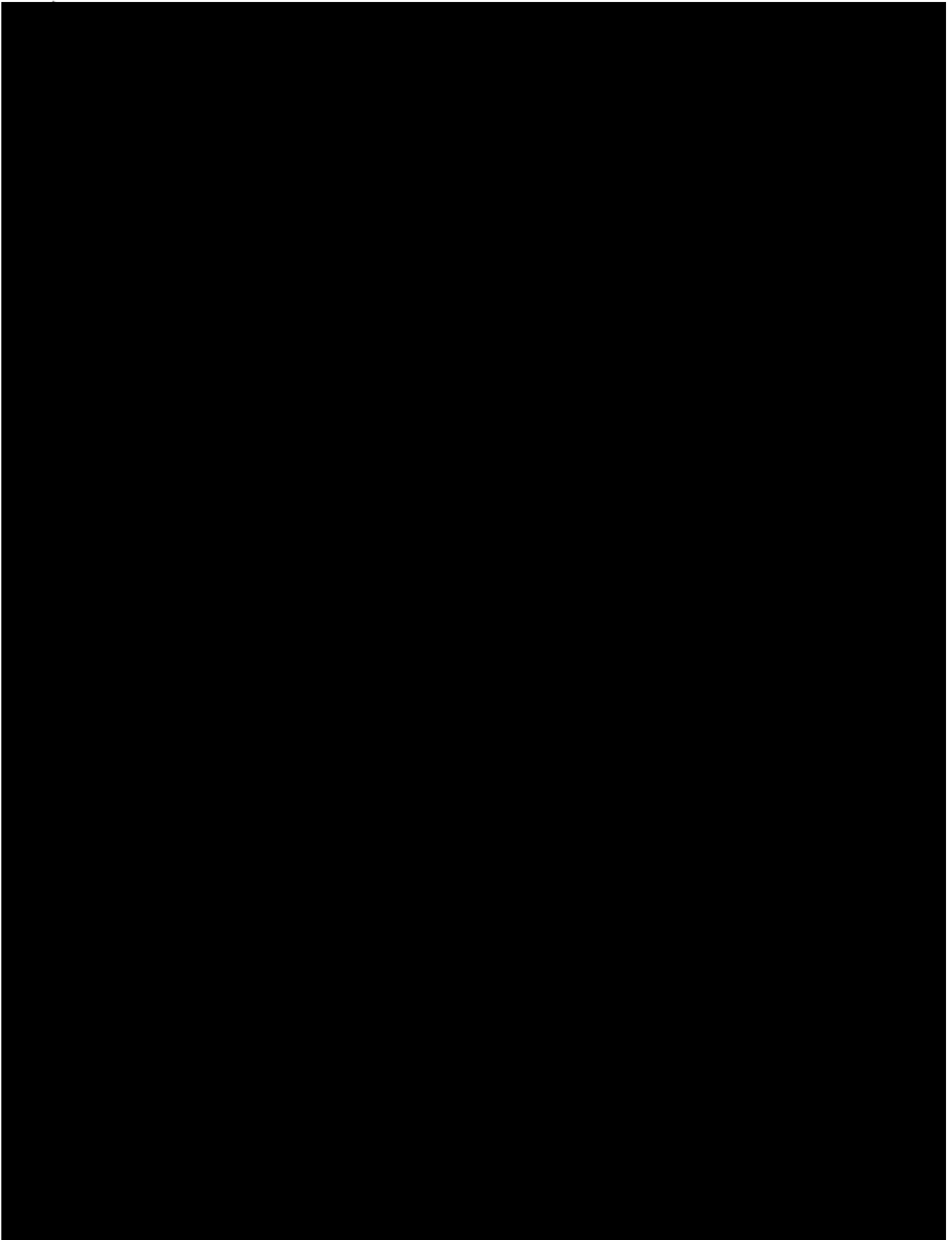


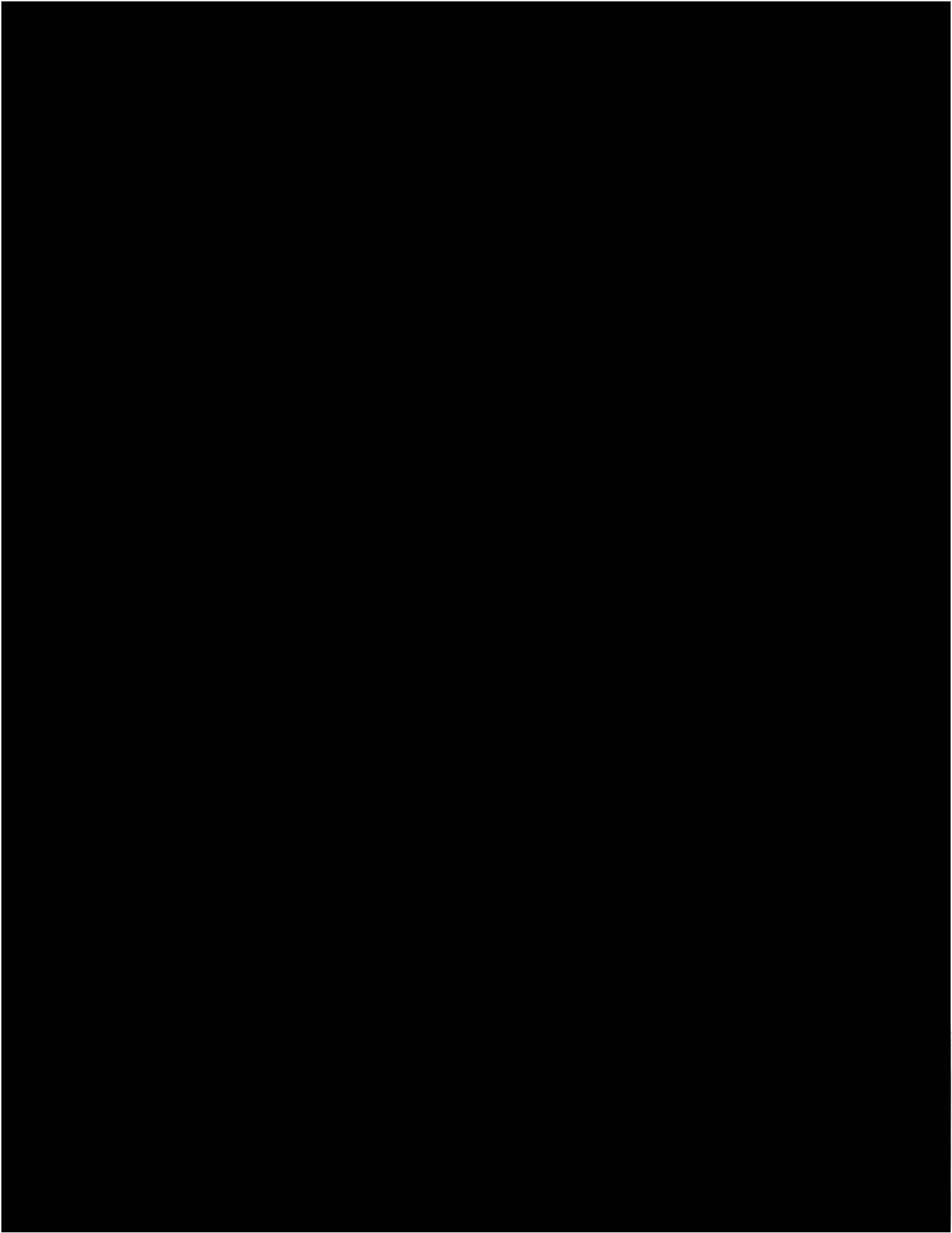
Management Conference Week

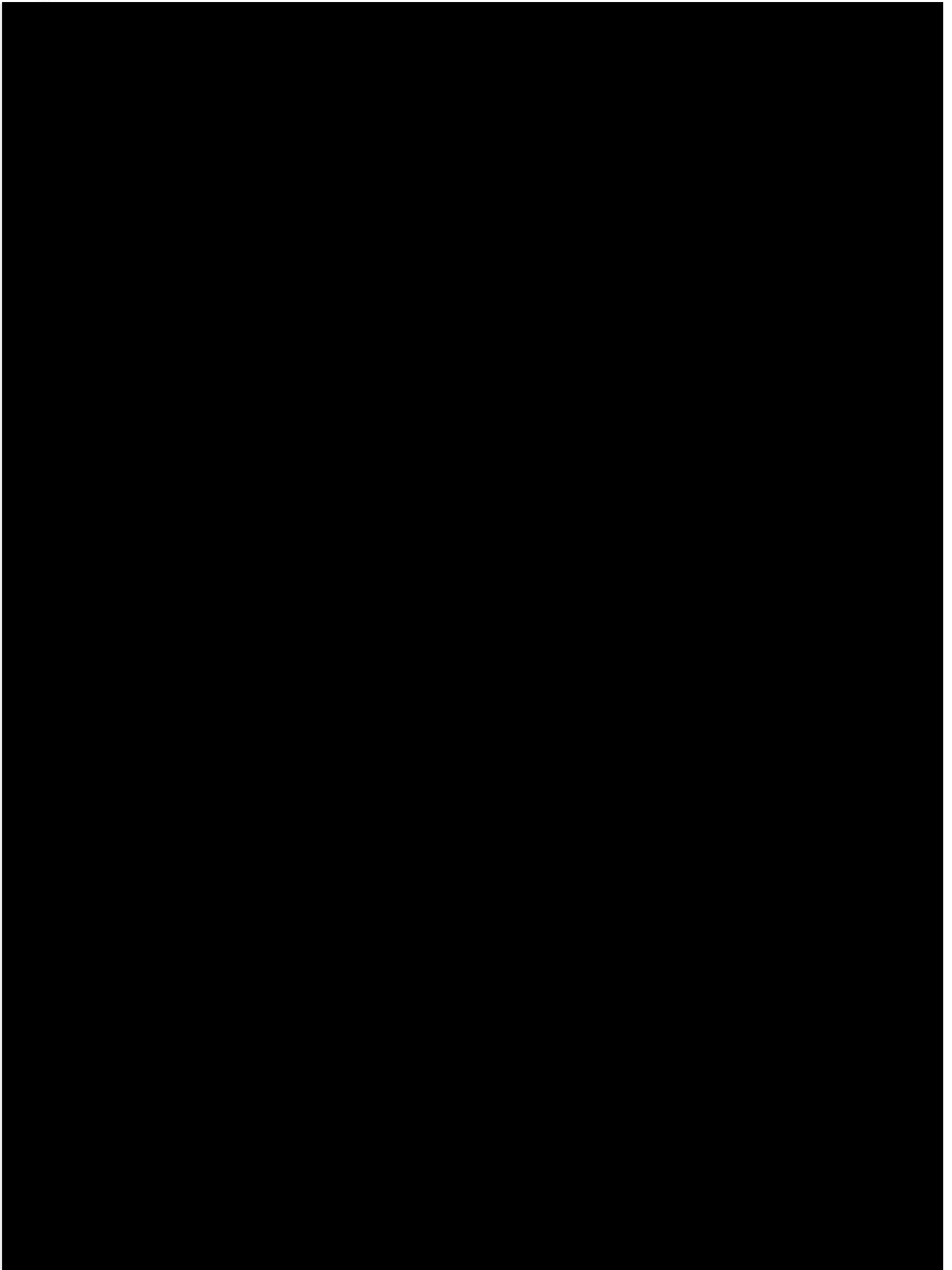
ADA American Dental Association®
America's leading advocate for oral health

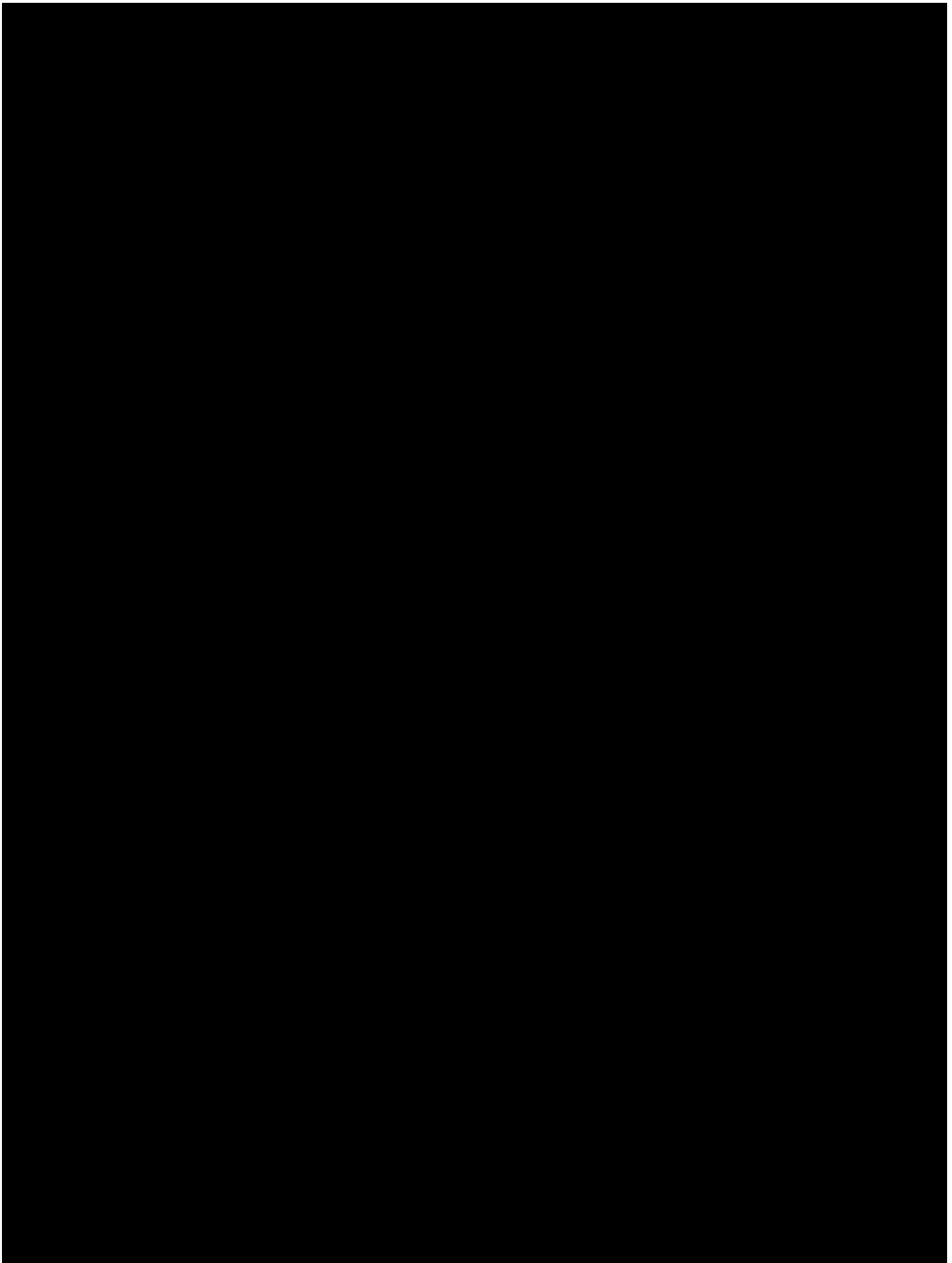
| Wednesday, July 20 | | 67 th Annual Management Conference, Day 1 <i>continued</i> |
|--------------------|--|--|
| 1:30pm-2:30pm | | Breakout Sessions |
| 2:45pm-3:45pm | | Breakout Sessions |
| 4:00pm-5:00pm | | Breakout Sessions |
| Thursday, July 21 | | 67 th Annual Management Conference, Day 2 |
| 8:00am-8:30am | | Breakfast |
| 8:30am-11:00am | | General Session/Keynote Address: Boosting Results Through Operational Excellence |
| 11:00am-11:30am | | Closing Remarks |
| 11:30am-12:30pm | | Grab n' Go or Stay and Network Lunch |

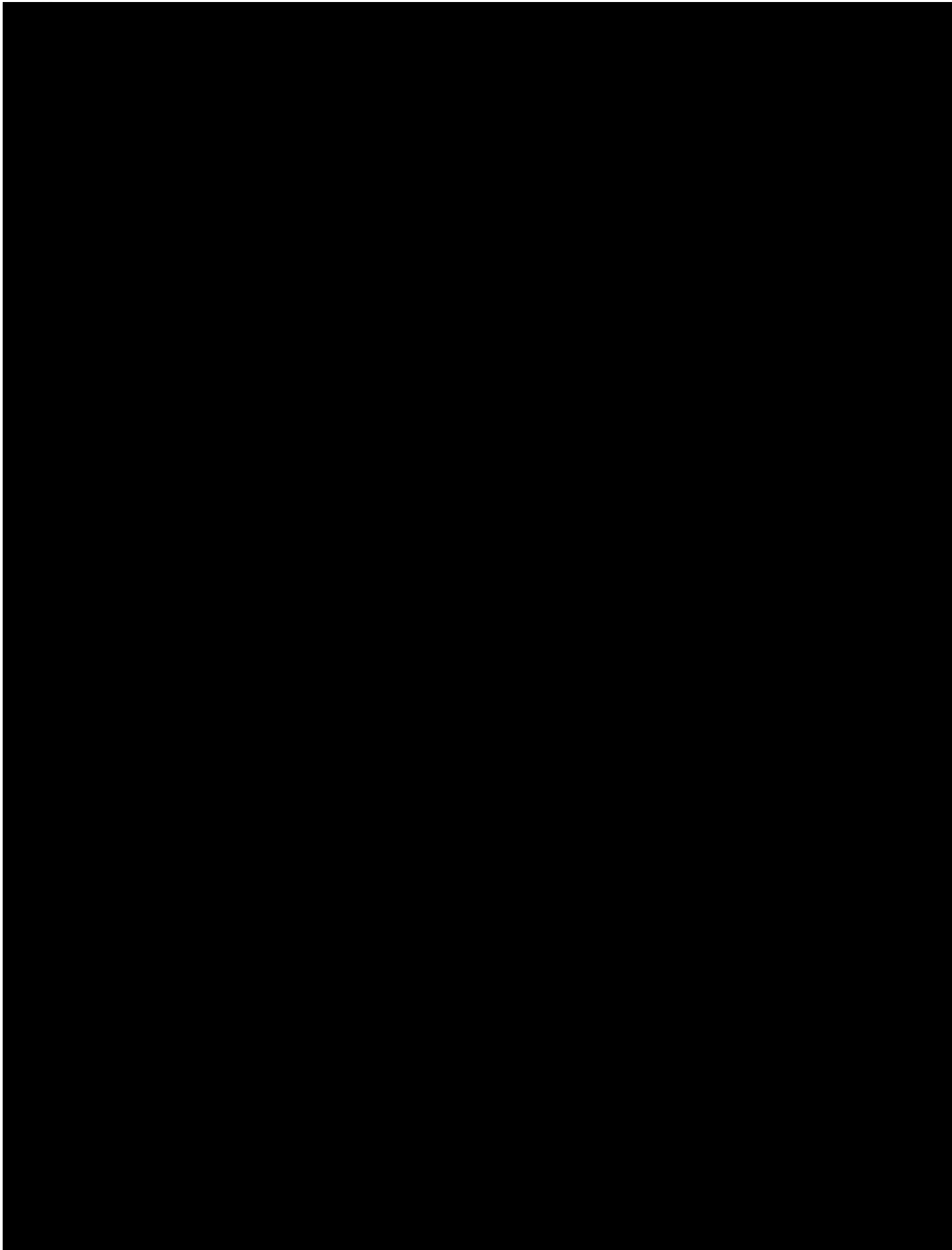
For more information, contact:
Leadership Team Services
312.440.2600 or paslaskic@ada.org











Association Gloves Unveils New User-centric Website Newly redesigned website has been launched for Association Gloves.

(Okemos, MI, March 28, 2012)

Association Gloves announces the launch of its all new, user-friendly website <http://www.associationgloves.com>. The newly revamped site is built for improved customer engagement and a unique, customized shopping experience that seamlessly matches users with the exam gloves they are looking for.

Visitors to the new site will benefit from its slick design, ease of use and expansive set of property search improvements to increase their ability to find and order their ideal medical gloves by type or brand. Additionally, users will have quick access to detailed exam glove listings, an intuitive interface and the option to request samples or set up a recurring order program to help simplify maintaining their glove inventory.

“Our new website is just another step in our continuous effort to provide exceptional service to our customers. Our core objective is to connect medical professionals with the industry’s best gloves in a quick, efficient, and straightforward manner while adding value to association membership,” said Darren Zwick, director of Association Gloves.

With a menu of more than 60 exam gloves to choose from, including powder-free latex and nitrile gloves in a variety of colors and flavors, powdered latex, and vinyl gloves, chloroprene gloves and fitted gloves, dentists, doctors and their staffs are sure to find the fit and feel they’re seeking – at excellent prices. The friendly, service-oriented glove staff can provide free samples of gloves from nationally recognized manufacturers, including Microflex gloves, Cranberry gloves, EcoBee gloves, Sempowered gloves, Innovative Healthcare Corp. gloves, Ansell gloves and Kimberly-Clark gloves.

Twelve state dental associations and three Michigan medical associations endorse Association Gloves as the preferred provider of medical and dental gloves for their members. Purchases made through Association Gloves provide non-dues revenue to buyer’s association, with no added cost. This is a winning arrangement for the member and the association.

To view the full product line or request samples visit <http://www.associationgloves.com> or call (877) 484-6149. Orders can be placed securely in minutes.

Association Gloves, wholly owned by the Michigan Dental Association, focuses on meeting the medical glove needs of association members across the United States. The glove program’s goal is to provide high-quality products, exceptional customer service and competitive prices – adding value to association membership.



PUBLIC



MDA Services Glove Program Latex and Vinyl Order Form



Name: _____ Contact: _____
 Address: _____ City/State/ZIP: _____
 Phone: _____ Fax: _____ Email: _____
 Date: _____ Credit Card Info: ☐ Visa ☐ MC ☐ Discover ☐ American Express
 Name on Card: _____ Card #: _____ Exp. Date: _____

| Powder-Free Latex | #/Box | \$/100 | XS | S | M | L | XL | XXL | Case Price | Total |
|---|---------|---------|-----|-----|---|-----|-----|-----|------------|-------|
| Cranberry Cyntek, citrus-mint scented, moisturizer | 100/box | \$9.25 | | | | | | N/A | \$92.50 | |
| Cranberry Sigma, micro-roughened | 100/box | \$8.25 | | | | | | N/A | \$82.50 | |
| Cranberry Silkcare, moisturizer | 100/box | \$8.90 | | | | | | N/A | \$89.00 | |
| EcoBee BeeSure Powder-Free Latex, micro-textured | 100/box | \$7.50 | | | | | | N/A | \$75.00 | |
| Microflex Color Touch Pink, peppermint, textured | 100/box | \$10.52 | | | | | N/A | N/A | \$105.25 | |
| Microflex ComfortGrip, textured | 100/box | \$10.15 | | | | | | N/A | \$101.50 | |
| Microflex Diamond Grip, textured | 100/box | \$13.10 | | | | | | N/A | \$131.00 | |
| Microflex Diamond Grip Plus, textured | 100/box | \$10.80 | | | | | | N/A | \$108.00 | |
| Microflex Evolution One, textured | 100/box | \$14.15 | | | | | | N/A | \$141.50 | |
| Sempermed Best Touch Aloe & Vitamin E, textured | 100/box | \$7.80 | | | | | | N/A | \$78.00 | |
| Sempermed Polymed, textured | 100/box | \$6.60 | | | | | | N/A | \$66.00 | |
| Sempermed StarMed, textured | 100/box | \$6.40 | | | | | | N/A | \$64.00 | |
| Powdered Latex | #/Box | \$/100 | XS | S | M | L | XL | XXL | Case Price | Total |
| Cranberry Original, smooth | 100/box | \$7.90 | | | | | | N/A | \$79.00 | |
| EcoBee BeeSure Powdered Latex, smooth | 100/box | \$7.25 | | | | | N/A | N/A | \$72.50 | |
| Microflex Color Touch, peppermint scent, textured | 100/box | \$10.75 | N/A | | | | N/A | N/A | \$107.50 | |
| Microflex Micro One, smooth | 100/box | \$9.07 | | | | | | N/A | \$90.75 | |
| Microflex PowerGrip, textured | 100/box | \$10.85 | | | | | | N/A | \$108.50 | |
| Fitted Powder-Free Latex | #/Box | \$/100 | 6 | 6.5 | 7 | 7.5 | 8 | 8.5 | Case Price | Total |
| Cranberry Silkcare Fitted, micro-roughened, moisturizer | 50/pair | \$10.00 | | | | | | | \$100.00 | |
| Powder-Free Vinyl/Synthetic | #/Box | \$/100 | XS | S | M | L | XL | XXL | Case Price | Total |
| Cranberry Softouch, micro-roughened | 100/box | \$5.05 | | | | | | N/A | \$50.50 | |
| Microflex Derma Free, smooth | 100/box | \$5.95 | N/A | | | | | N/A | \$59.50 | |
| Sempermed SemperCare, PVC, smooth | 100/box | \$5.10 | | | | | | N/A | \$51.00 | |
| Sempermed Best Touch Vinyl with Aloe | 100/box | \$5.60 | N/A | | | | | N/A | \$56.00 | |
| Sempermed Synthetic, smooth | 100/box | \$4.40 | | | | | | N/A | \$44.00 | |

| | |
|------------------------|-----------|
| Subtotal = | \$ |
| Tax if in MI, VA, SC = | \$ |
| TOTAL = | \$ |

All products sold by the case; each case contains 10 boxes of gloves

Call 877.484.6149 or fax your order to 517.484-5460
www.mdaservicesgloves.com



Effective 9/30/201



MDA Services Glove Program

Nitrile & Chloroprene Order Form



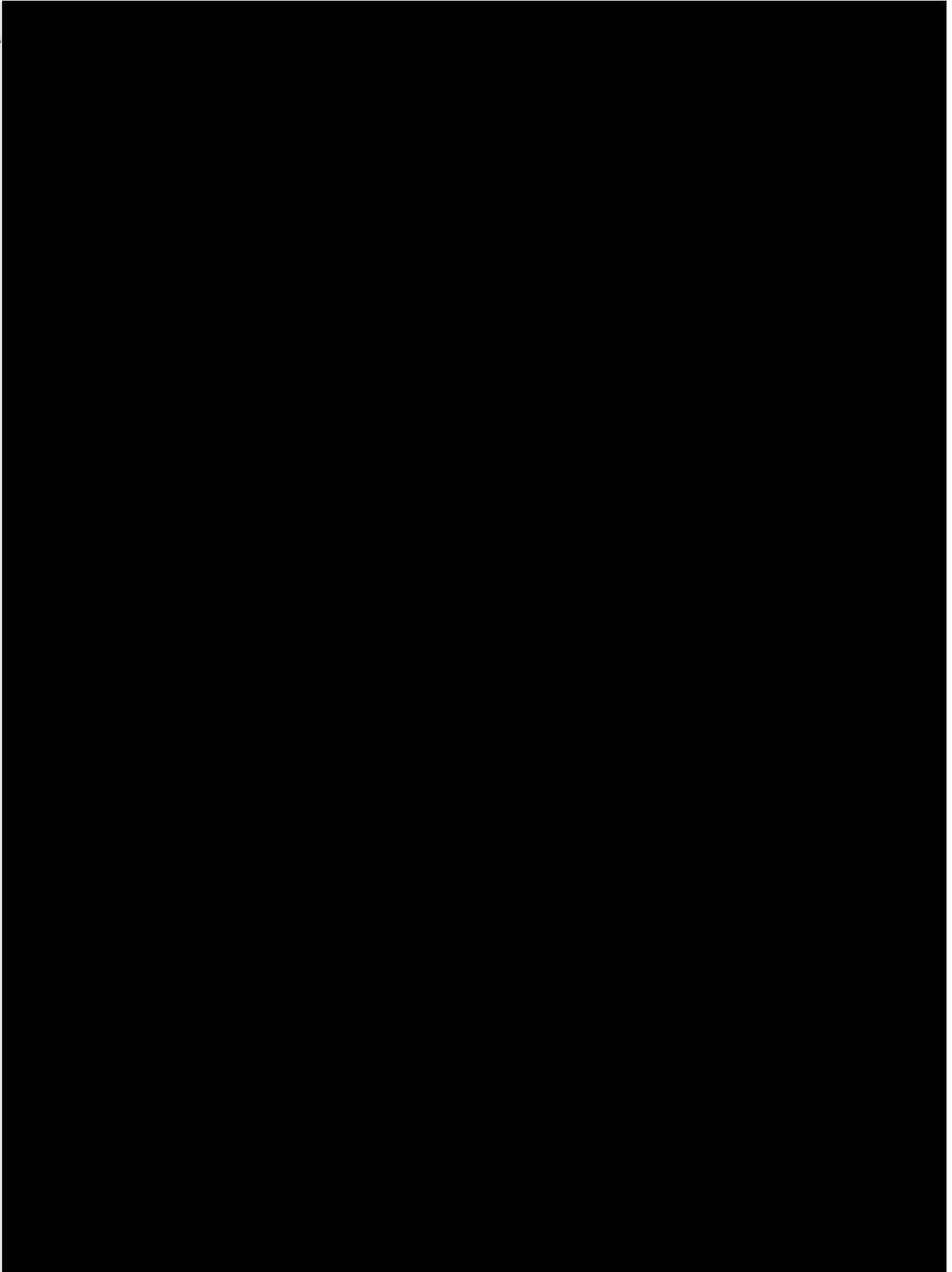
Name: _____ Contact: _____
 Address: _____ City/State/ZIP: _____
 Phone: _____ Fax: _____ Email: _____
 Date: _____ Credit Card Info: ☐ Visa ☐ MC ☐ Discover ☐ American Express
 Name on Card: _____ Card #: _____ Exp. Date: _____

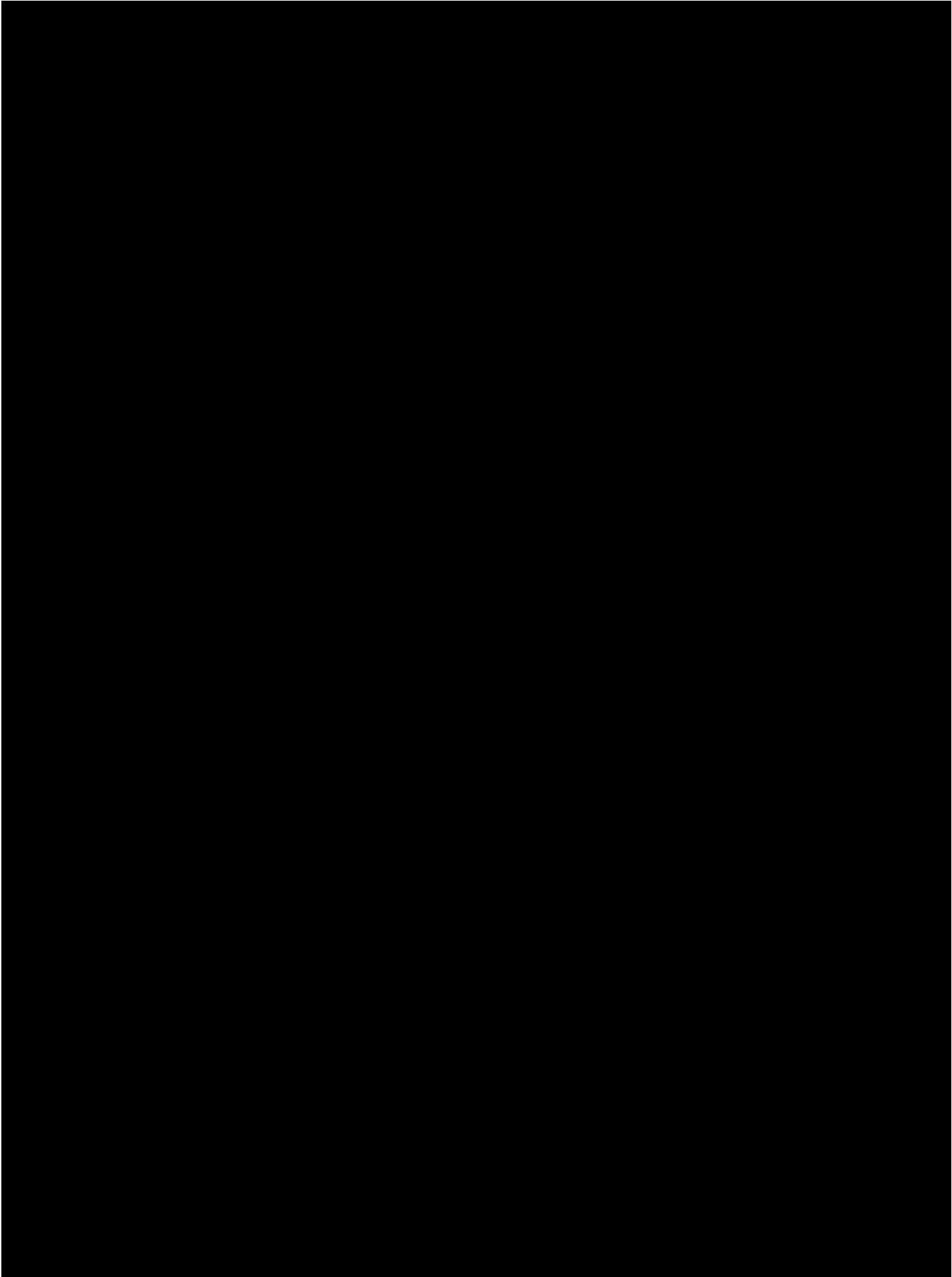
| Powder-Free Nitrile | #/Box | \$/100 | XS | S | M | L | XL | XXL | Case Price | Total |
|--|--------------|---------------|-----------|------------|----------|------------|-----------|------------|------------------------------|--------------|
| Cranberry AquaSource, moisturizer, textured* | 200/box | \$6.30 \$5.80 | | | | | | N/A | \$120.00 \$116.00 | |
| Cranberry Clearly, smooth | 100/box | \$6.45 | | | | | | N/A | \$64.50 | |
| Cranberry Contour, micro-roughened | 100/box | \$7.75 | | | | | | N/A | \$77.50 | |
| Cranberry Contour Plus, moisturizer, micro-roughened | 100/box | \$7.95 | | | | | | N/A | \$79.50 | |
| Cranberry R200, textured | 200/box | \$5.55 | | | | | | N/A | \$113.00 | |
| Cranberry Truly, textured | 100/box | \$6.85 | | | | | | N/A | \$68.50 | |
| Cranberry XLIM, smooth | 100/box | \$7.10 | | | | | | N/A | \$71.00 | |
| EcoBee BeeSure Nitrile, textured | 100/box | \$6.55 | | | | | | N/A | \$65.50 | |
| EcoBee BeeSure Slim, micro-textured | 200/box | \$5.45 | | | | | | N/A | \$109.00 | |
| Kimberly-Clark Lavender, textured | 250/box | \$7.96 | | | | | | N/A | \$199.00 | |
| Kimberly-Clark Safeskin Purple, textured | 100/box | \$11.10 | | | | | | N/A | \$111.00 | |
| Kimberly-Clark Sterling, textured | 200/box | \$9.20 | | | | | | N/A | \$184.00 | |
| Microflex FreeForm, textured | 100/box | \$12.20 | | | | | | N/A | \$122.00 | |
| Microflex Supreno, textured | 100/box | \$12.20 | | | | | | N/A | \$122.00 | |
| Microflex Tranquility, textured | 100/box | \$8.90 | | | | | | N/A | \$89.00 | |
| Microflex UltraForm, textured | 300/box | \$6.81 | | | | | | N/A | \$204.50 | |
| Microflex UltraSense, textured | 100/box | \$9.92 | | | | | | N/A | \$99.25 | |
| Microflex XCEED, textured | 250/box | \$7.00 | | | | | | N/A | \$175.00 | |
| Sempered Tender Touch, textured | 200/box | \$5.75 | | | | | | N/A | \$115.00 | |
| Sempered SemperCare, textured | 200/box | \$6.50 | | | | | | N/A | \$130.00 | |
| Sempered SemperSure, textured | 200/box | \$7.20 | | | | | | N/A | \$144.00 | |
| Sempered StarMed Ultra, textured | 250/box | \$5.52 | | | | | | N/A | \$138.00 | |
| Fitted Powder-Free Nitrile | #/Box | \$/100 | 6 | 6.5 | 7 | 7.5 | 8 | 8.5 | Case Price | Total |
| Cranberry Curve Fitted, micro-roughened | 50/pair | \$7.50 | | | | | | | \$75.00 | |
| Chloroprene | #/Box | \$/100 | XS | S | M | L | XL | XXL | Case Price | Total |
| Microflex NeoPro, textured | 100/box | \$12.95 | | | | | | N/A | \$129.50 | |
| Microflex Neogard, textured | 100/box | \$11.30 | | | | | | N/A | \$113.00 | |

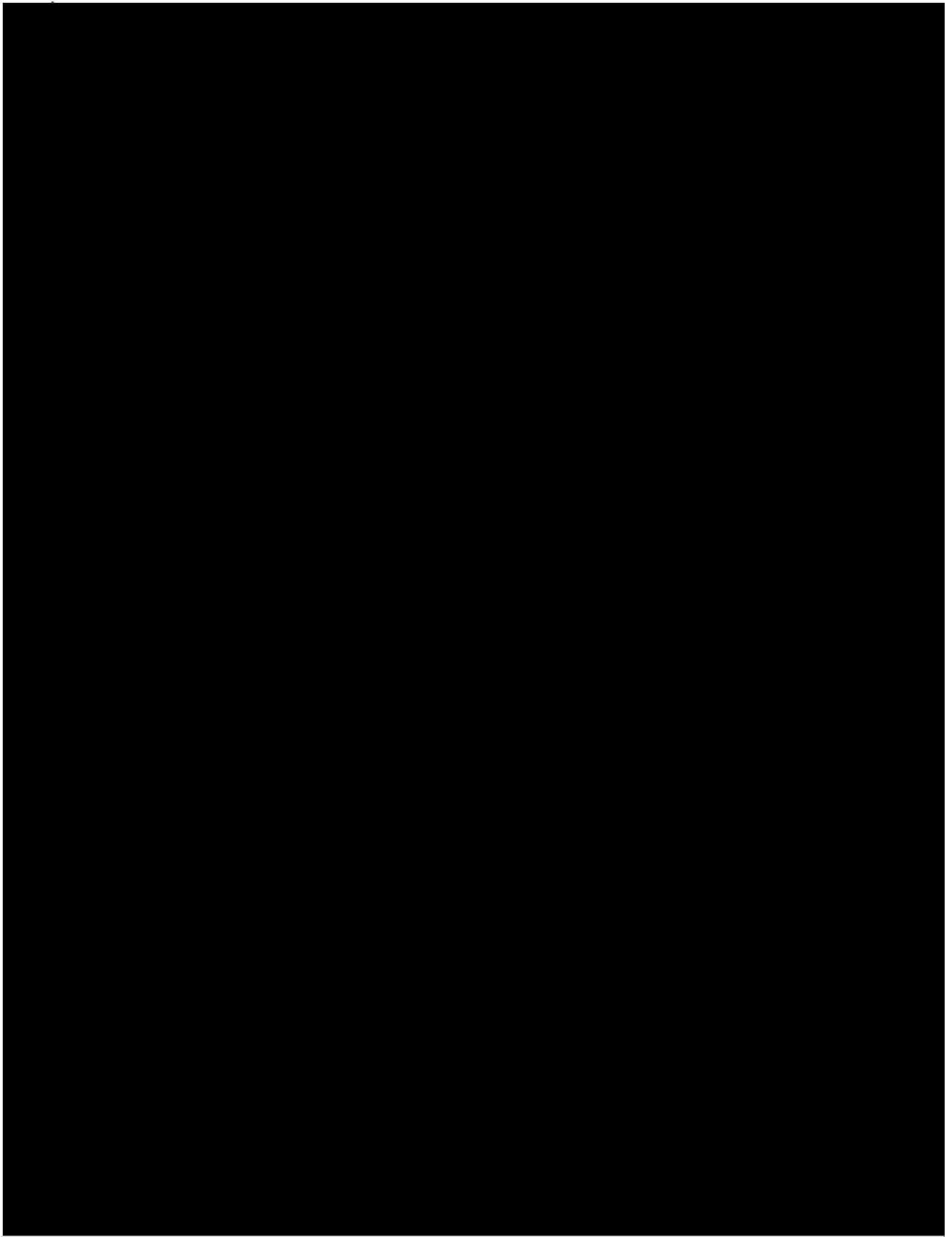
| | | |
|--|------------------------|----|
| | Subtotal = | \$ |
| | Tax if in MI, VA, SC = | \$ |
| All products sold by the case; each case contains 10 boxes of gloves | TOTAL= | \$ |

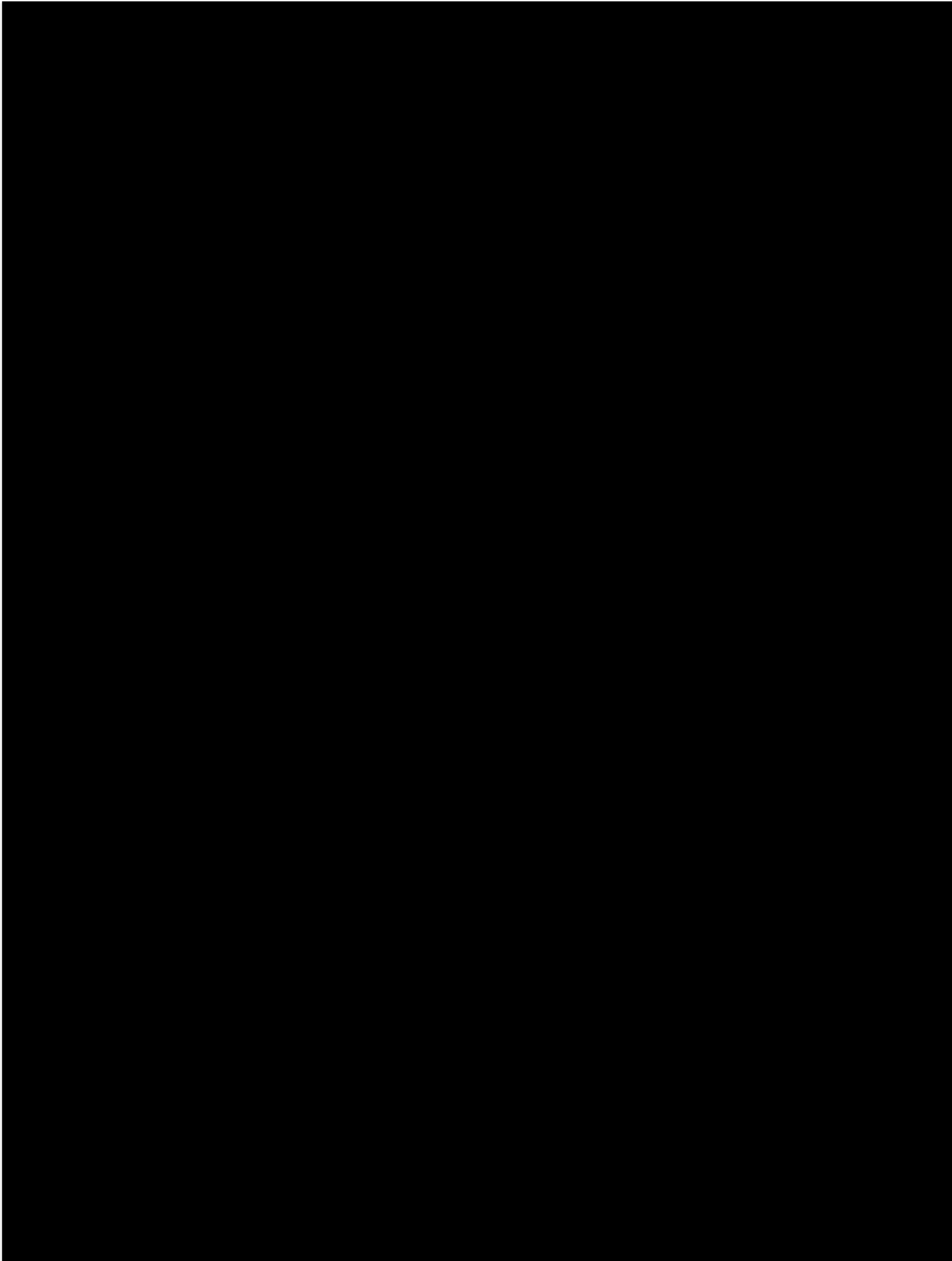
*Through Dec.31, 2014

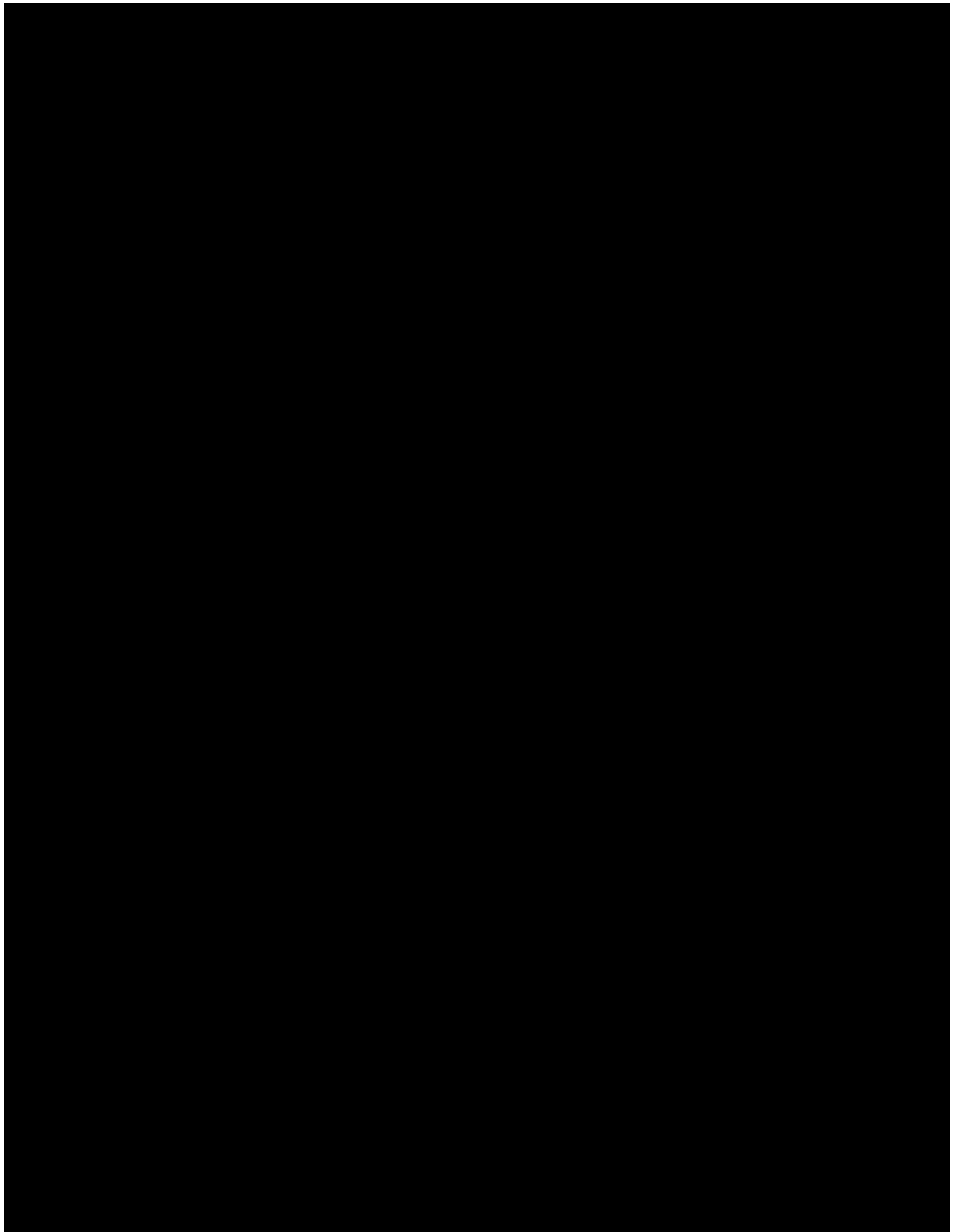
Call 877.484.6149 or fax your order to 517.484-5460
www.mdaservicesgloves.com

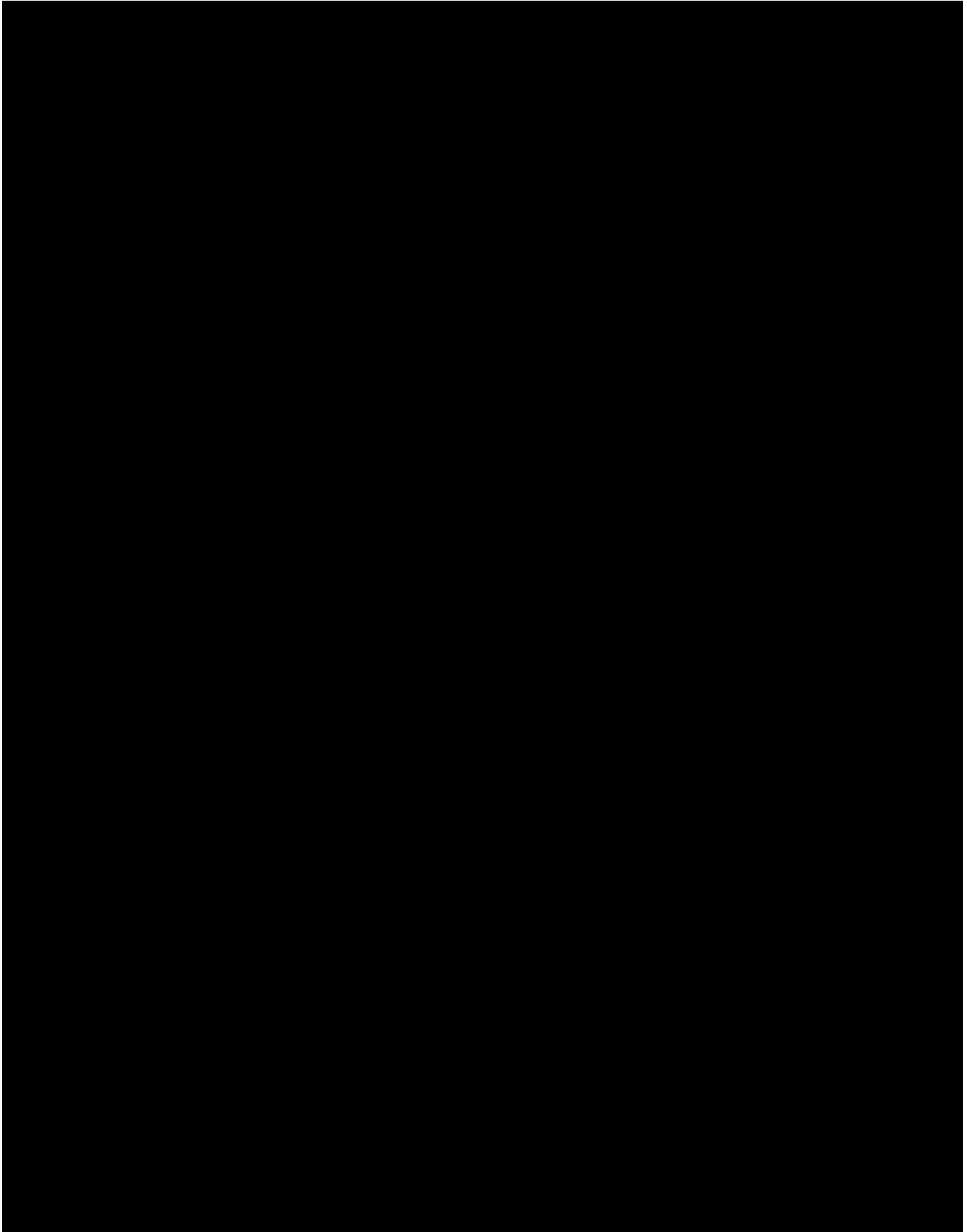


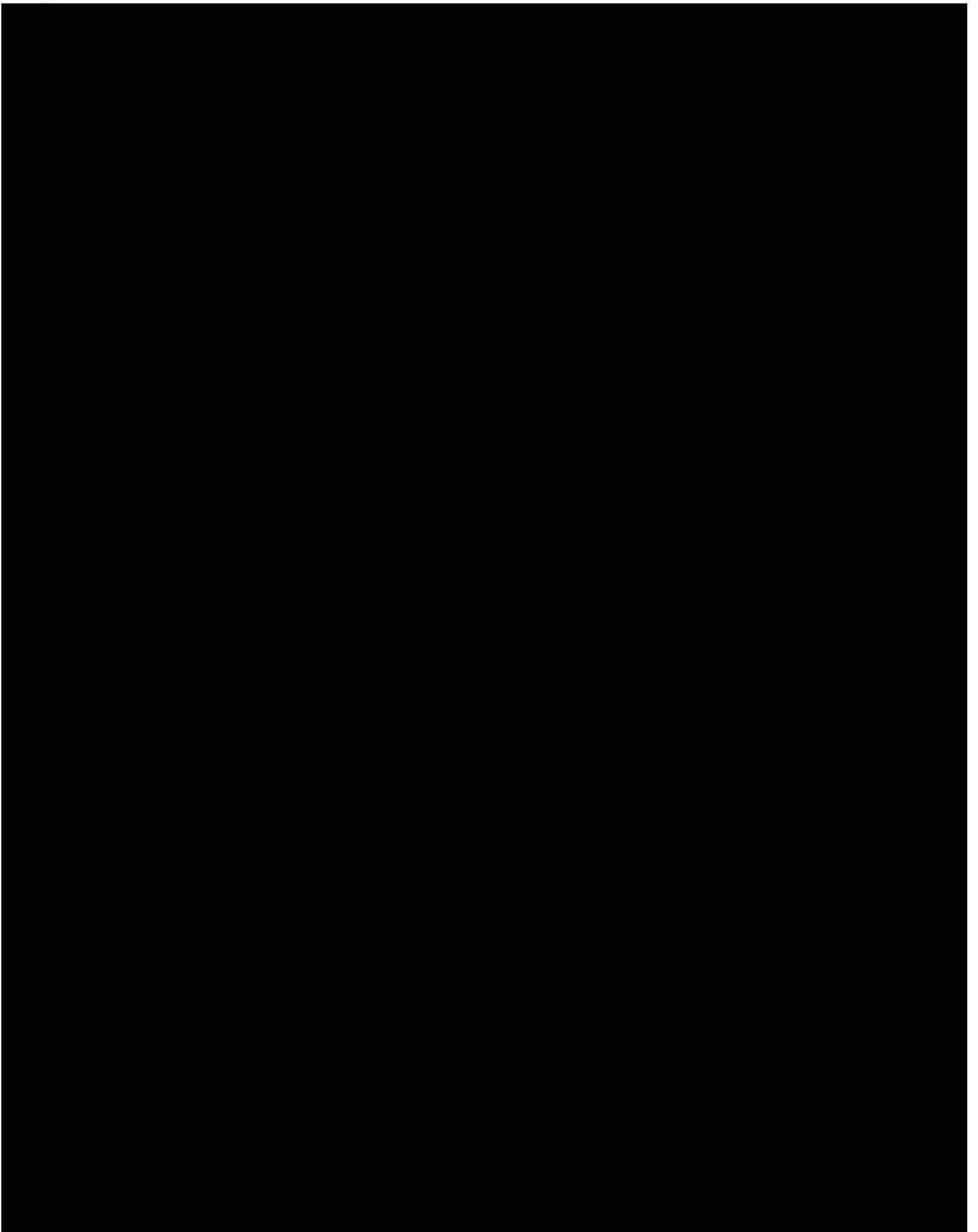


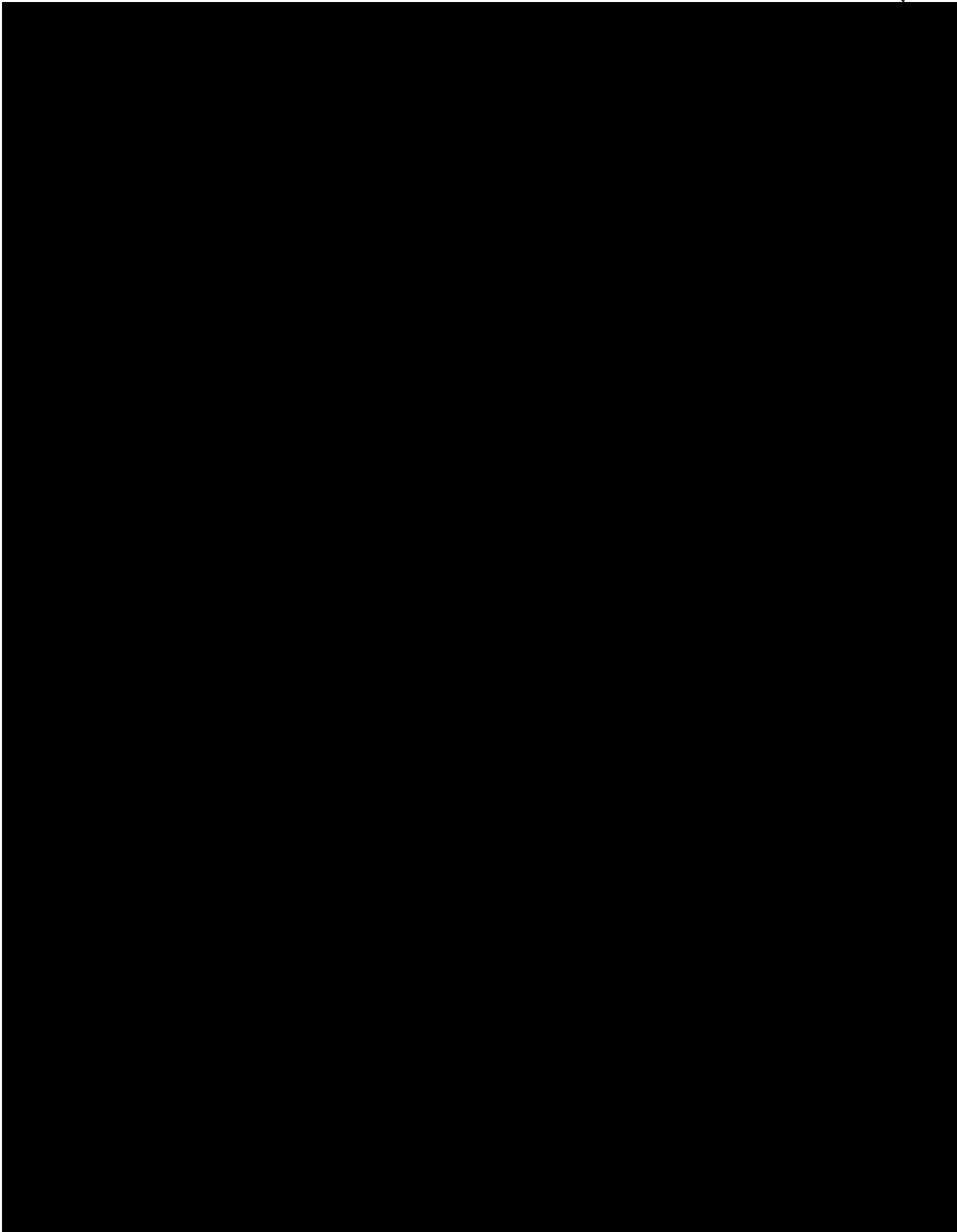


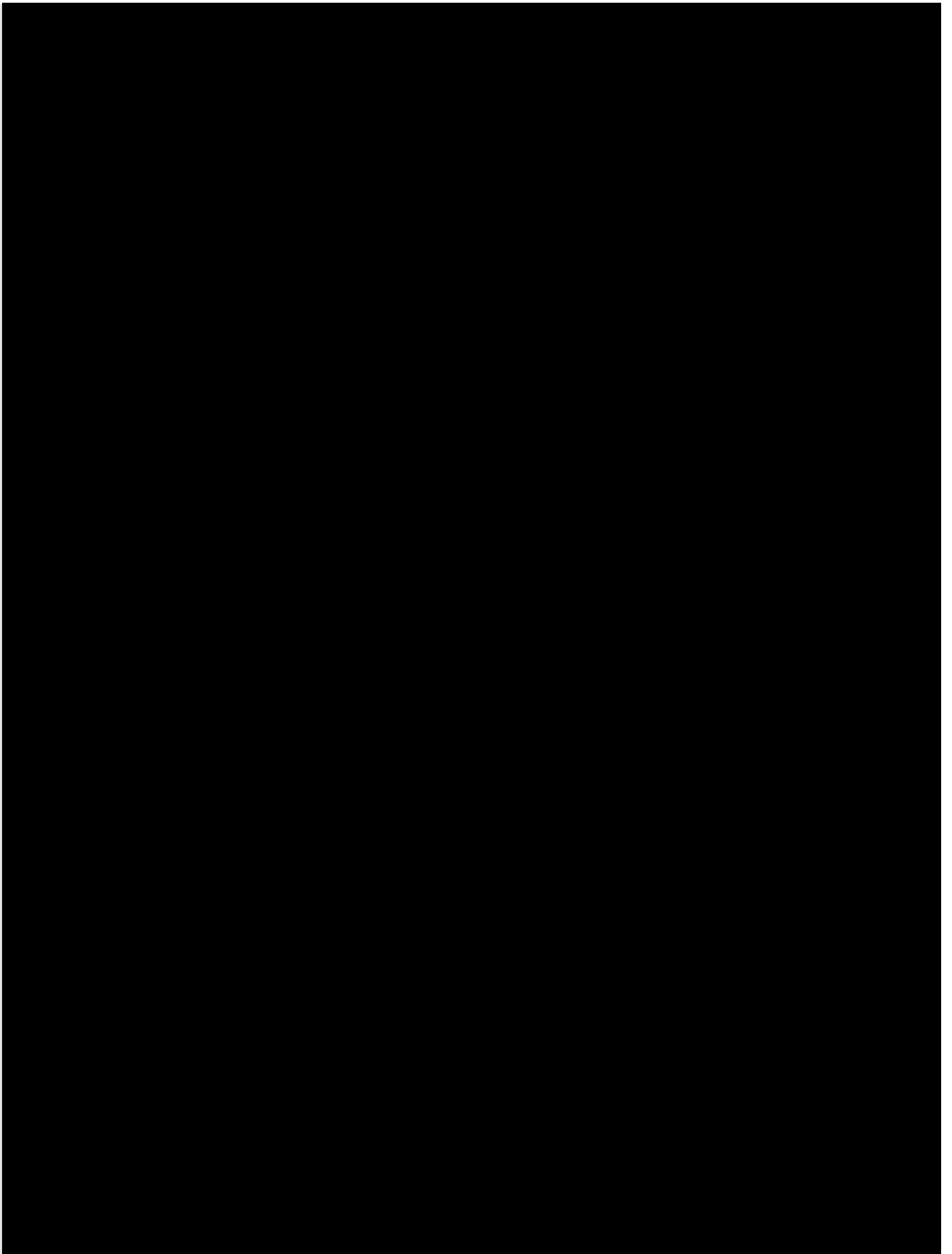












From: Lori Kleinfelt [Lkleinfelt@MichiganDental.org]
Sent: Thursday, November 07, 2013 10:12 AM
To: Finance Committee
Subject: November 22 BCF Materials
Attachments: Attachment I.pdf; Attachment II.pdf; Attachment III.pdf; Attachment IV.pdf; Attachment V.pdf; Attachment VI.pdf; Attachment VII.pdf; FCagenda112213.doc

Hi all,

Attached are the materials for the November 22 finance committee meeting.

Please let me know if you have any issues opening the documents.

Have a great day,

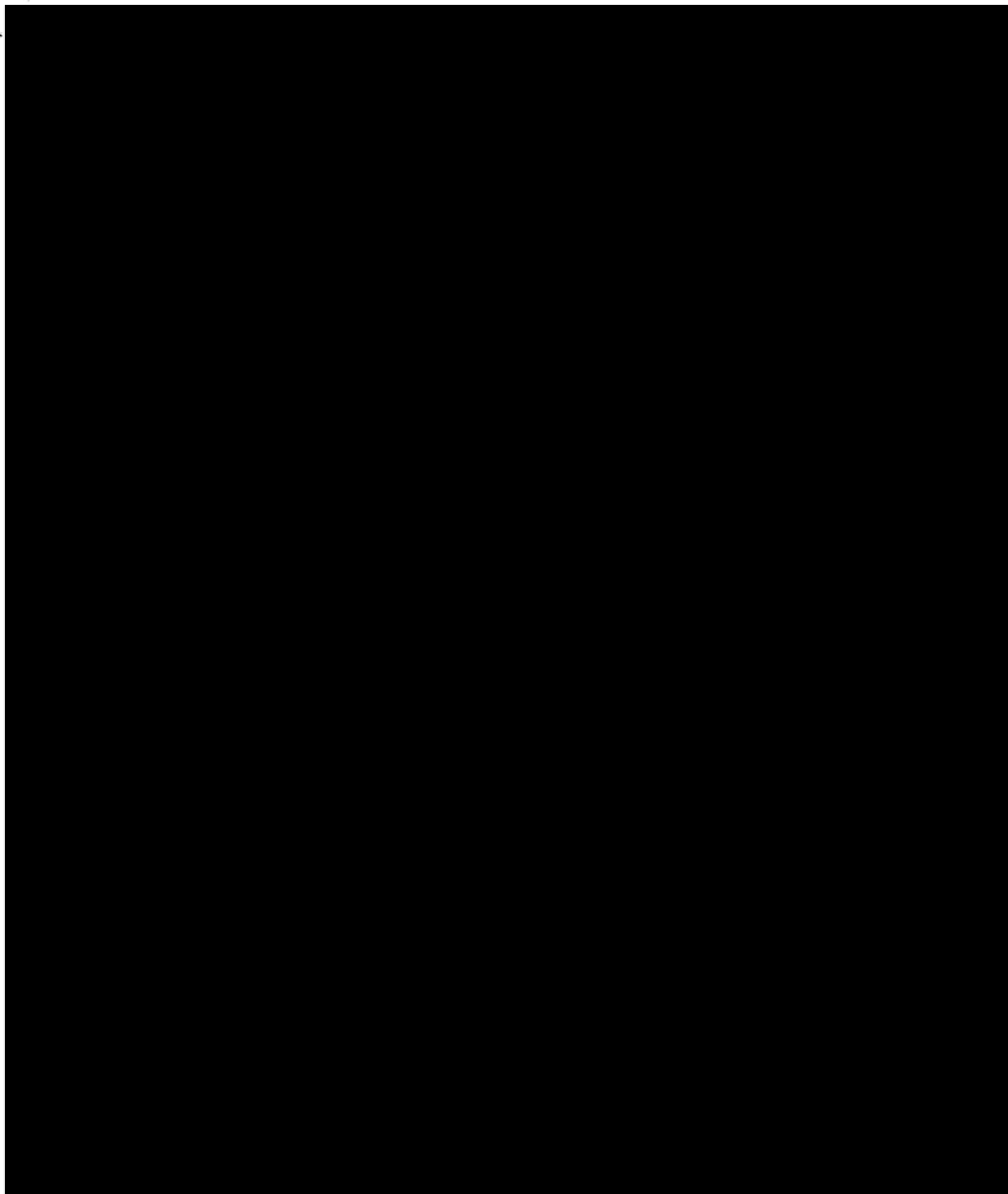
Lori

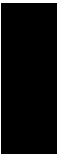
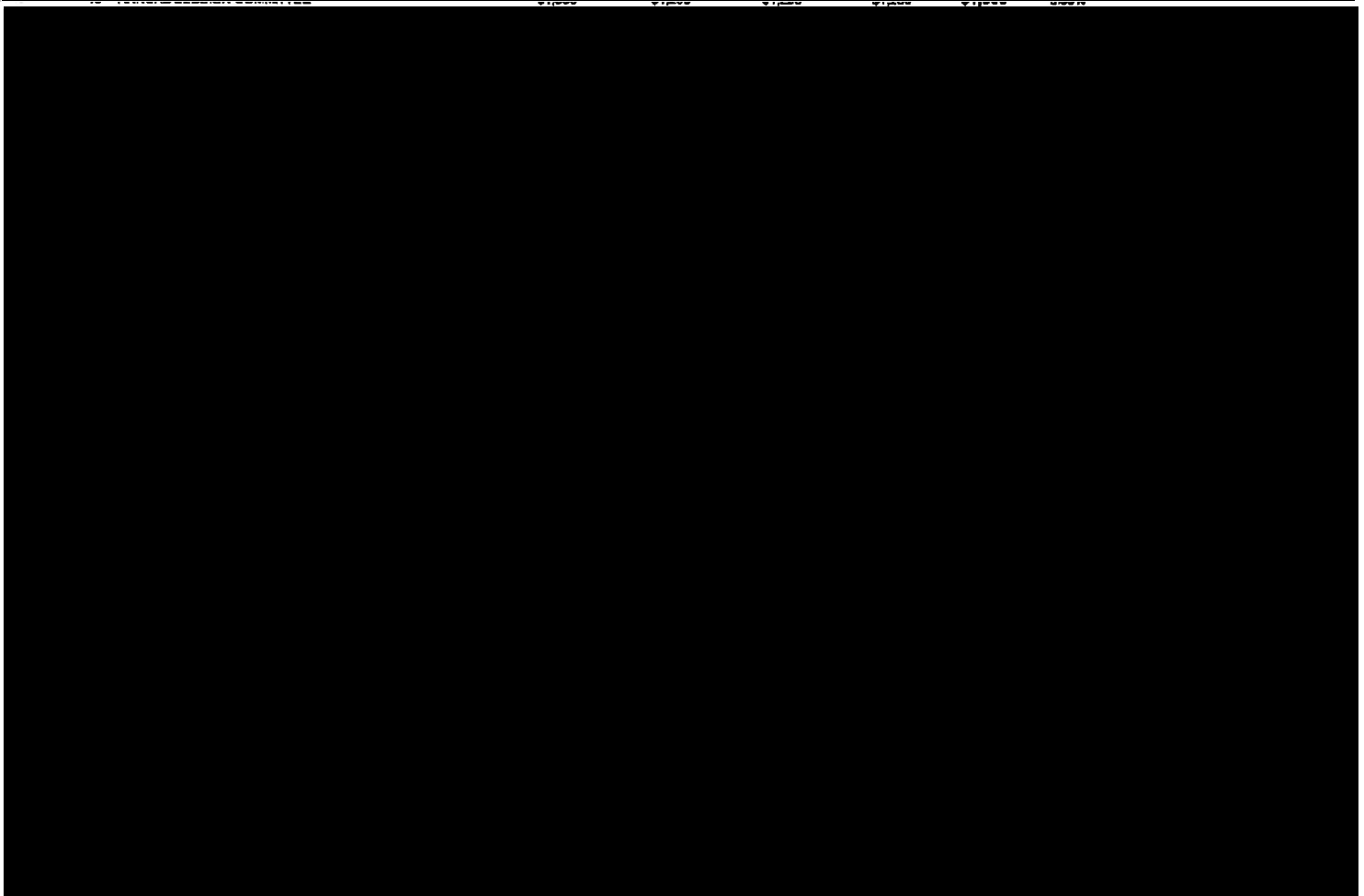
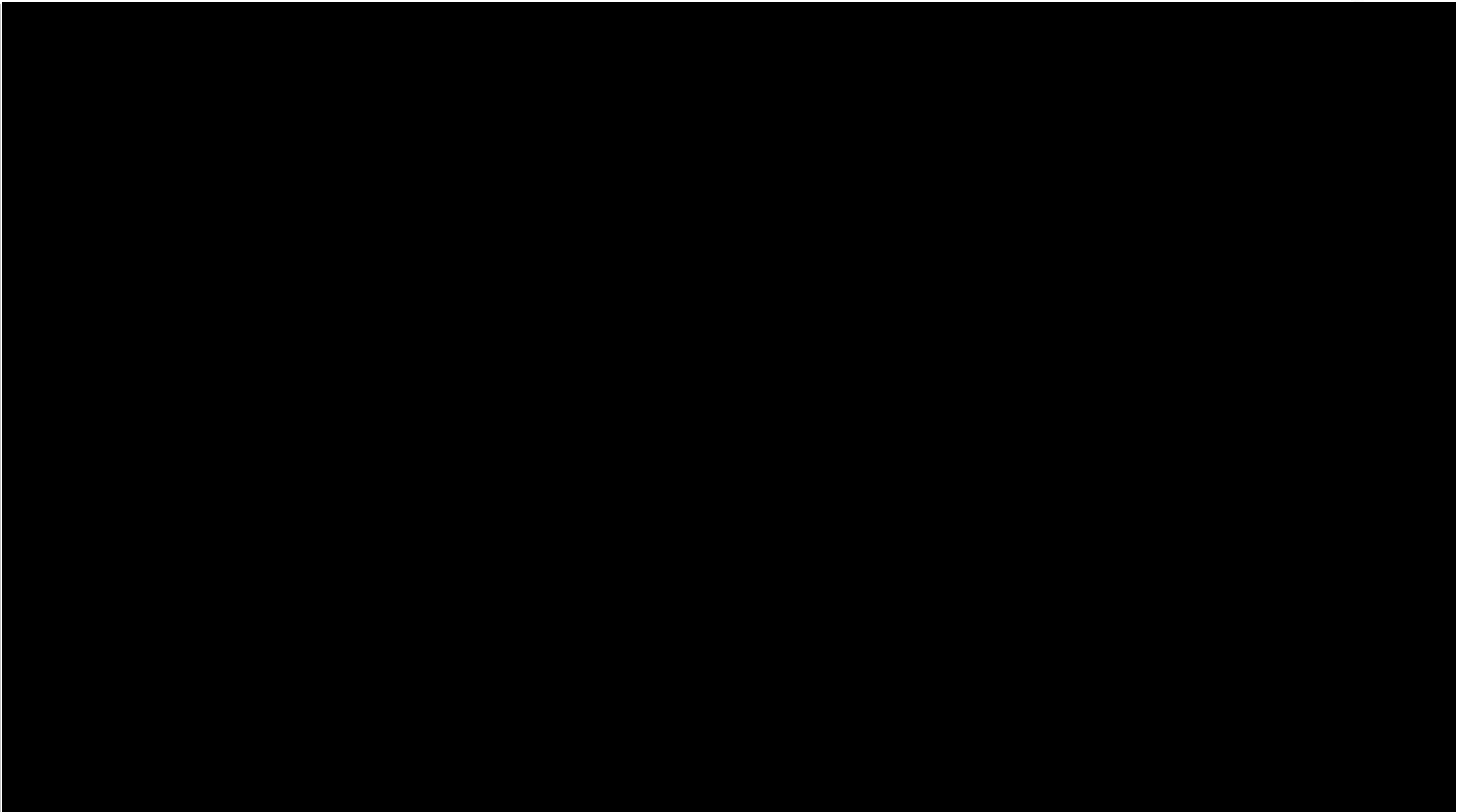
Lori Kleinfelt, RPA
Property Manager/Accounting Administrator

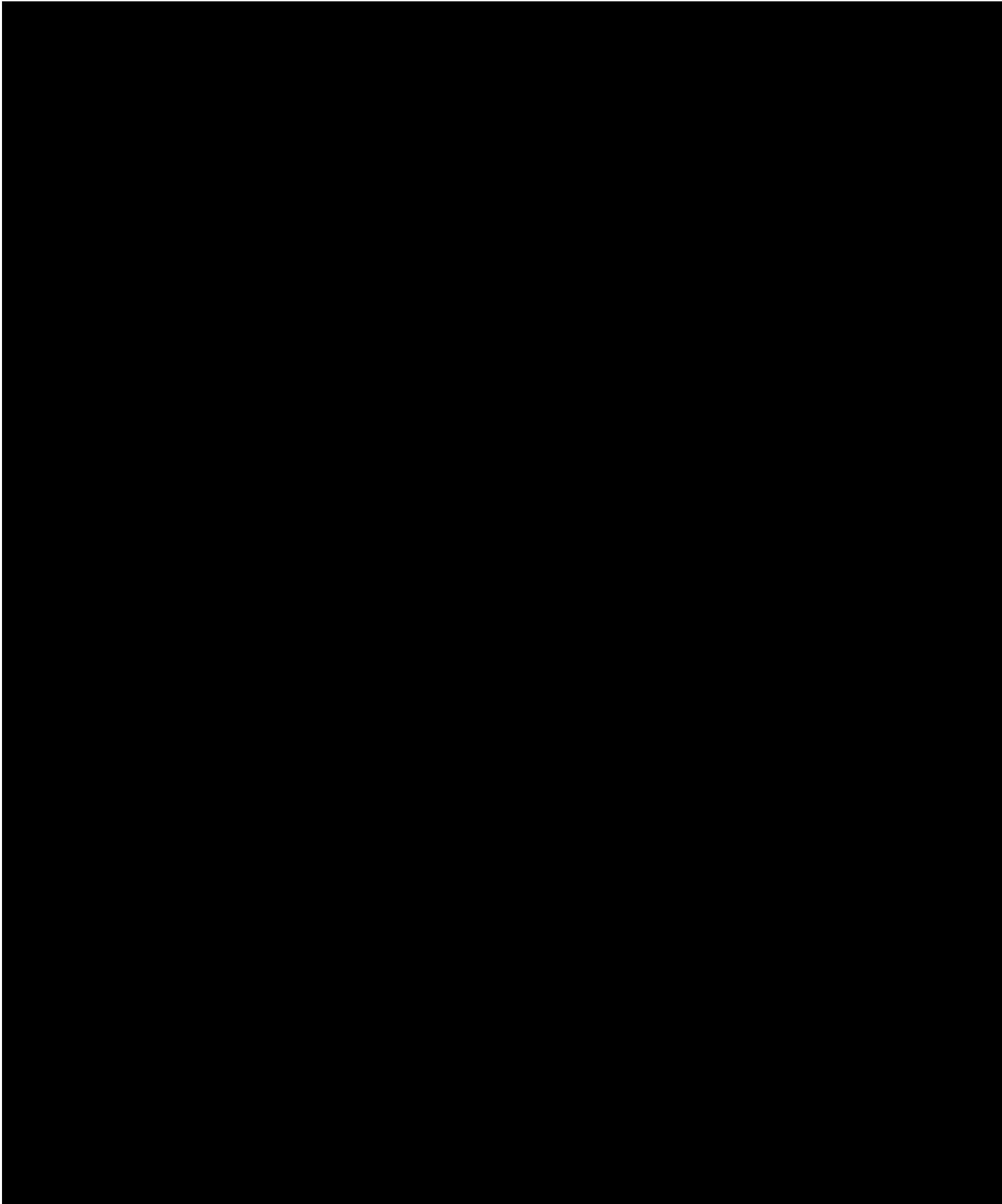
Michigan Dental Association
3657 Okemos Road
Suite 200
Okemos, MI 48864-3927

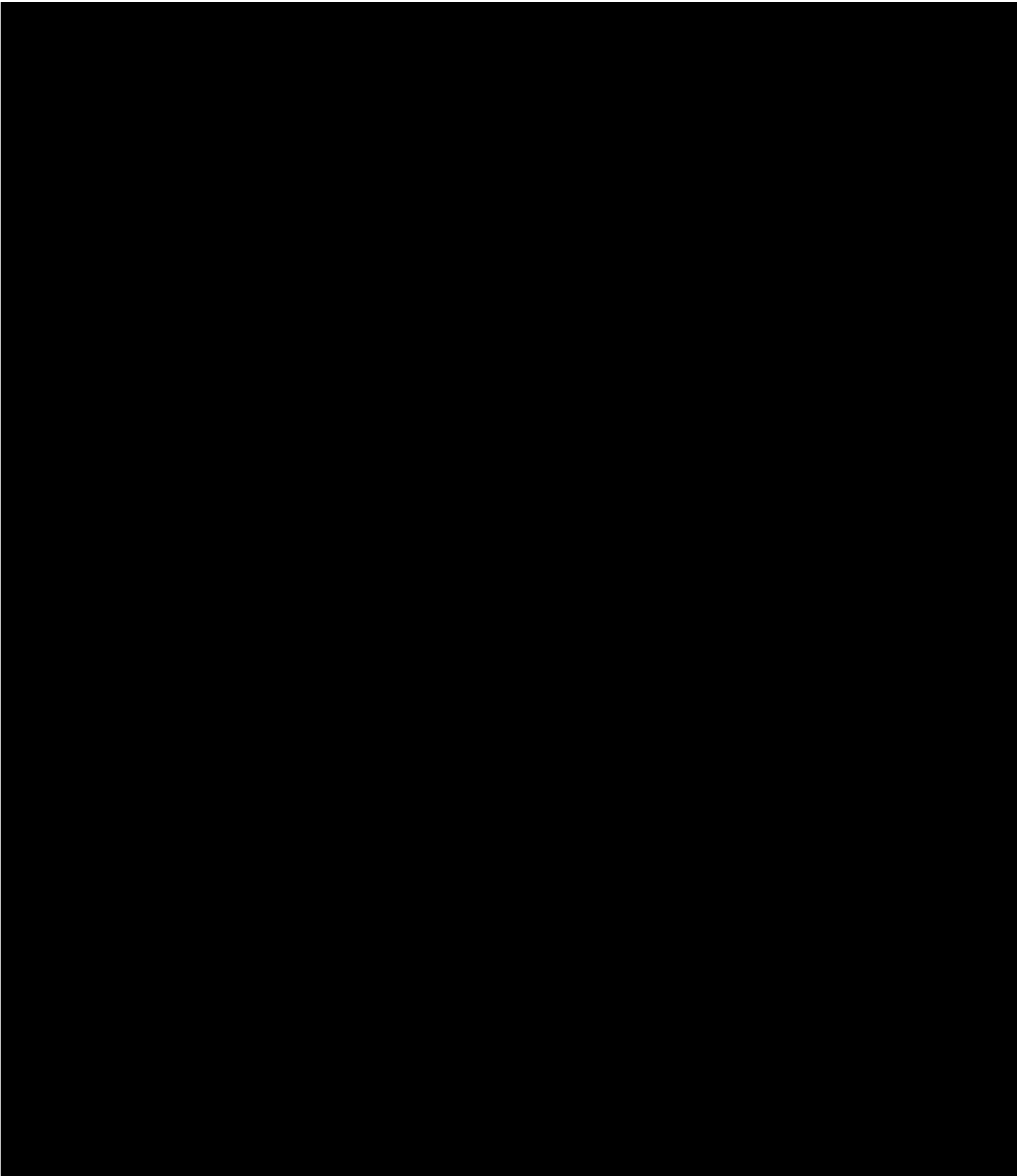
(517) 372-9070 ext. 406
lkleinfelt@michigandental.org
Check out these member benefits: www.smilemichigan.com

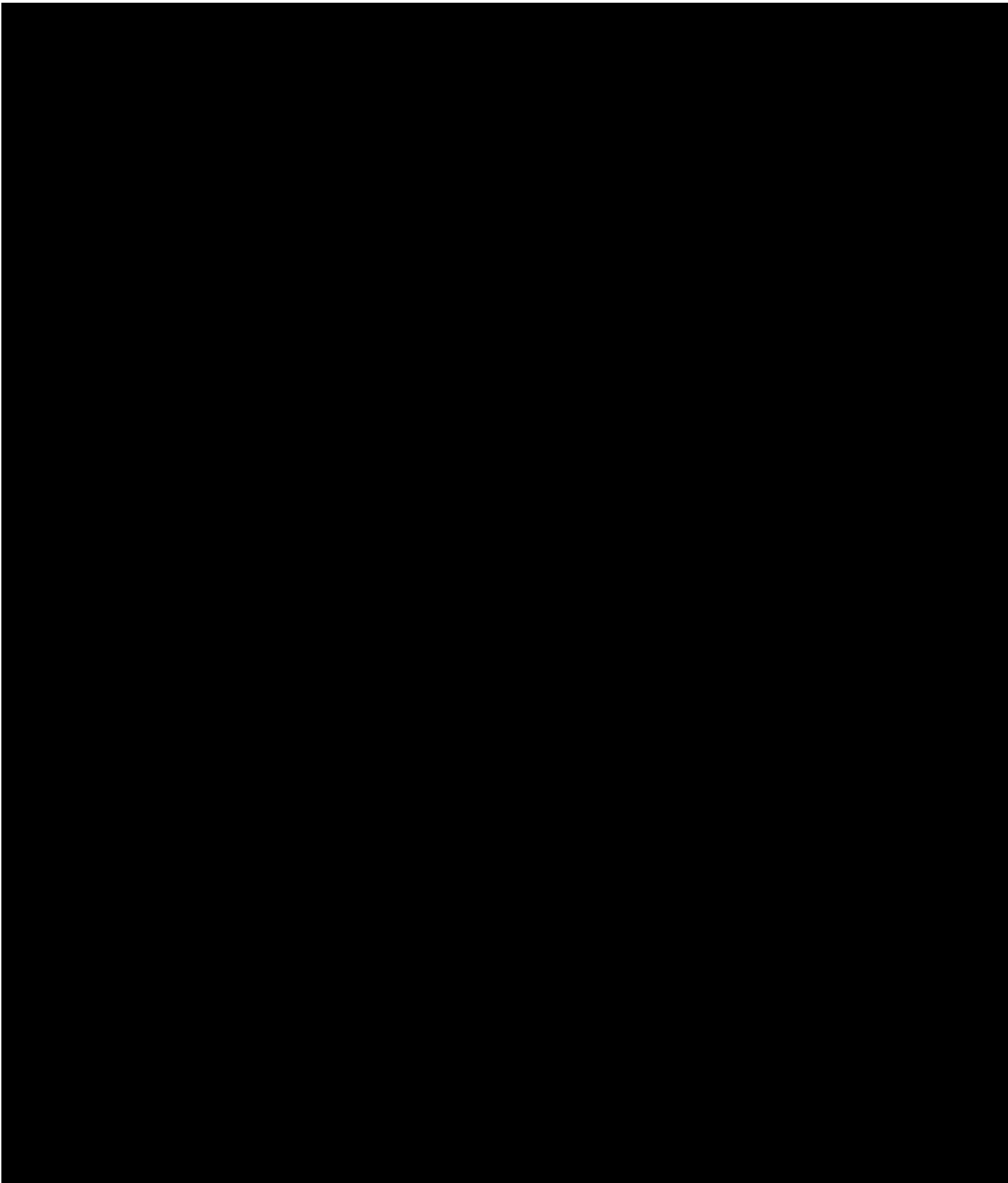


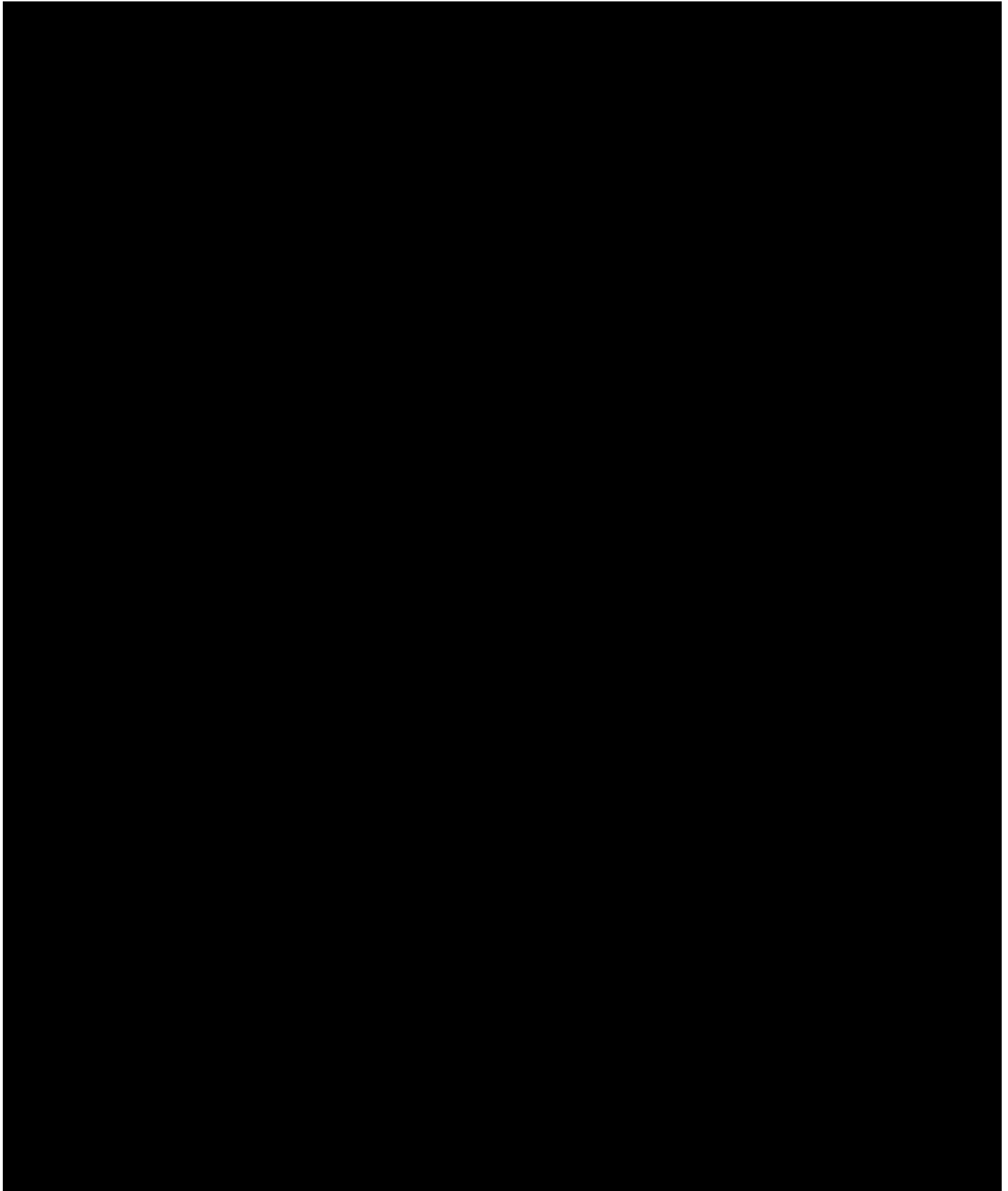


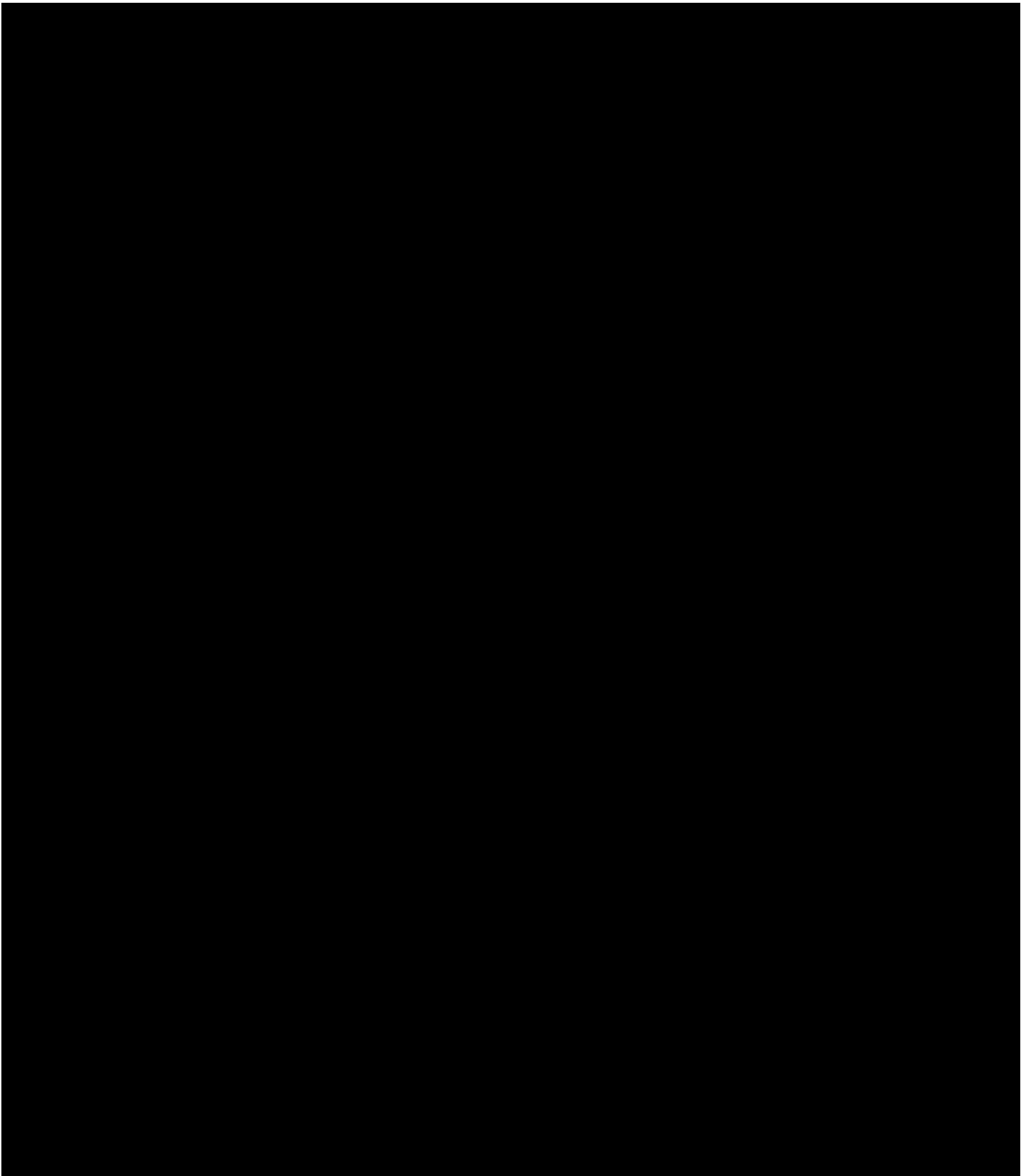


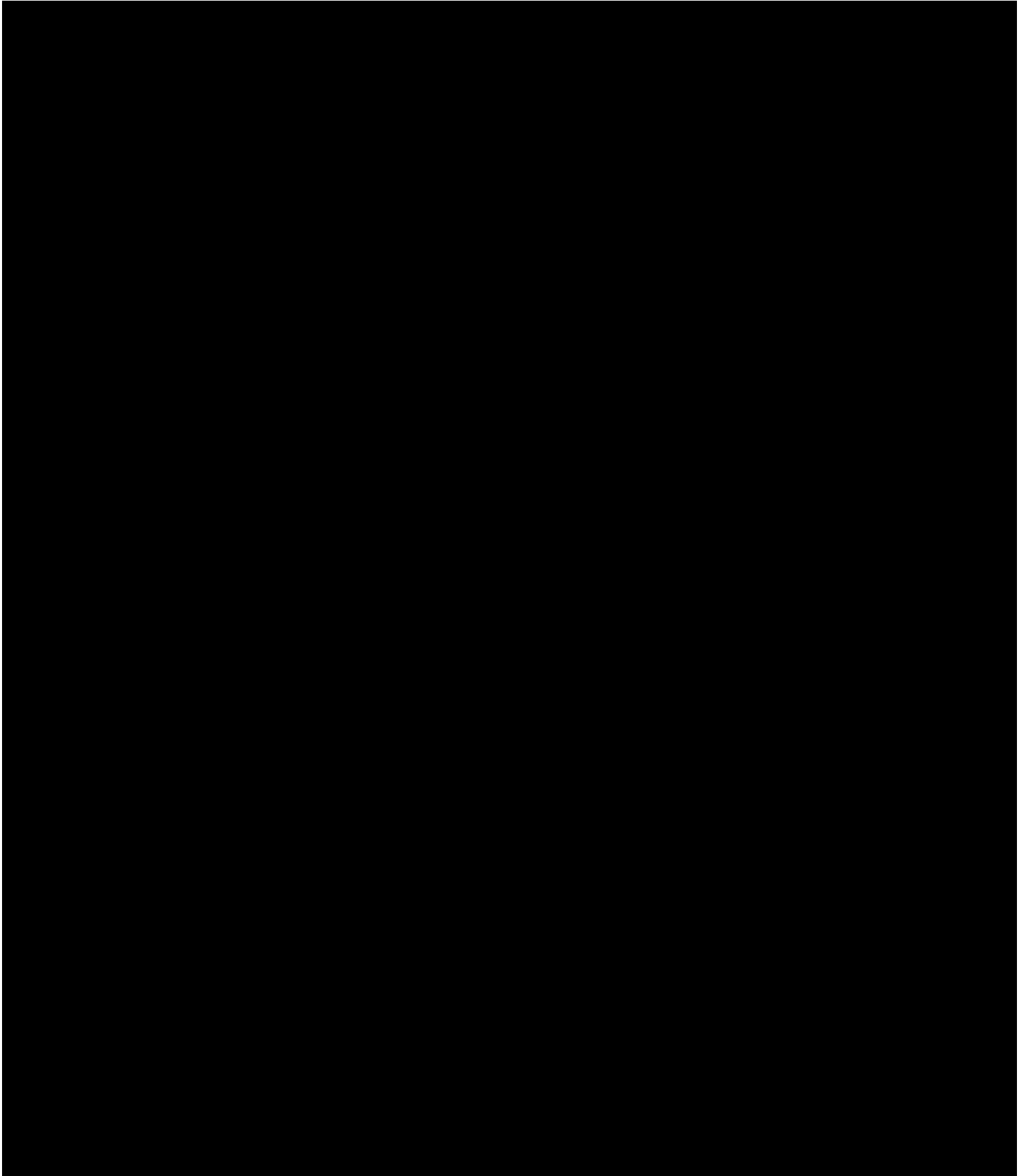


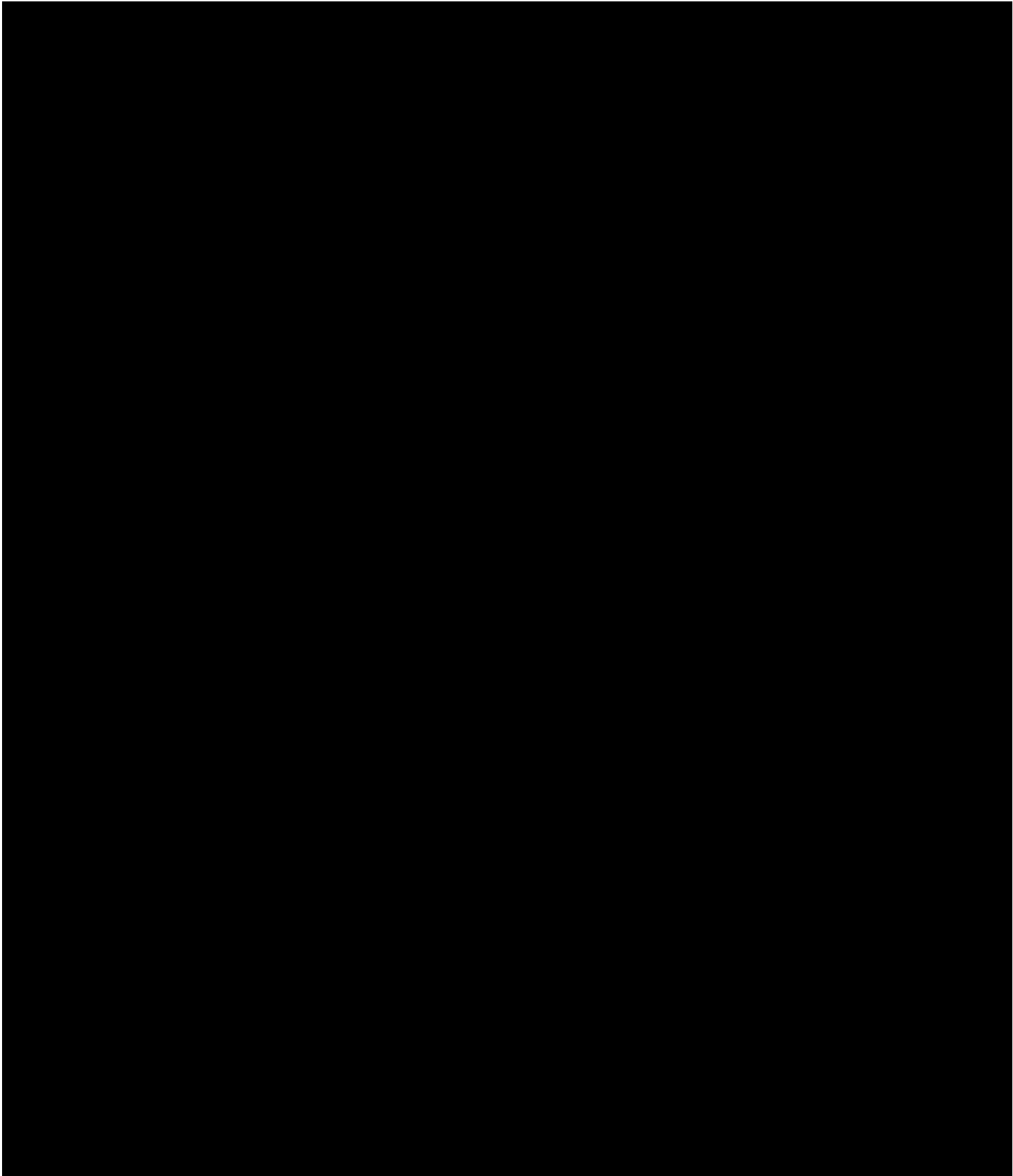


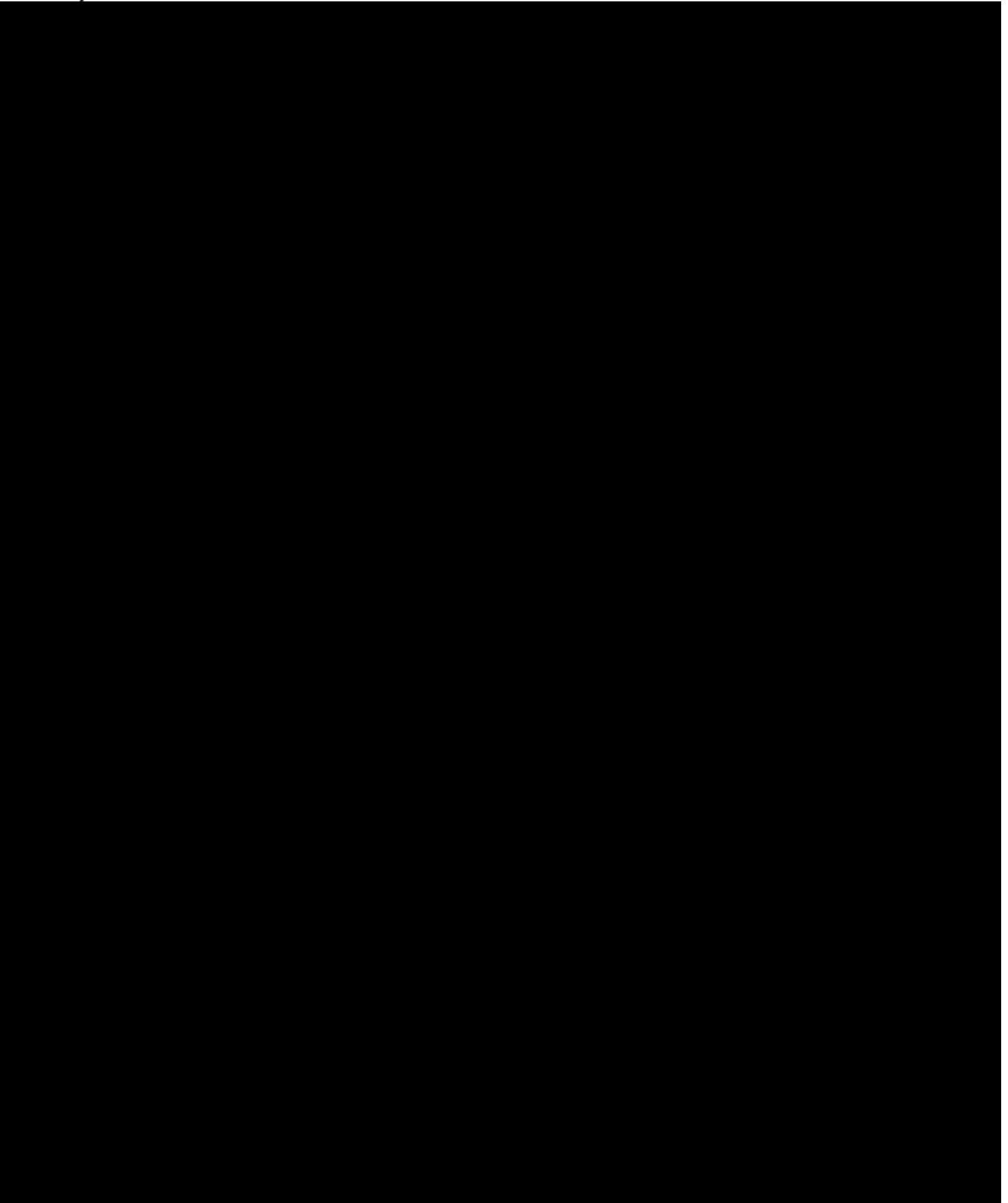


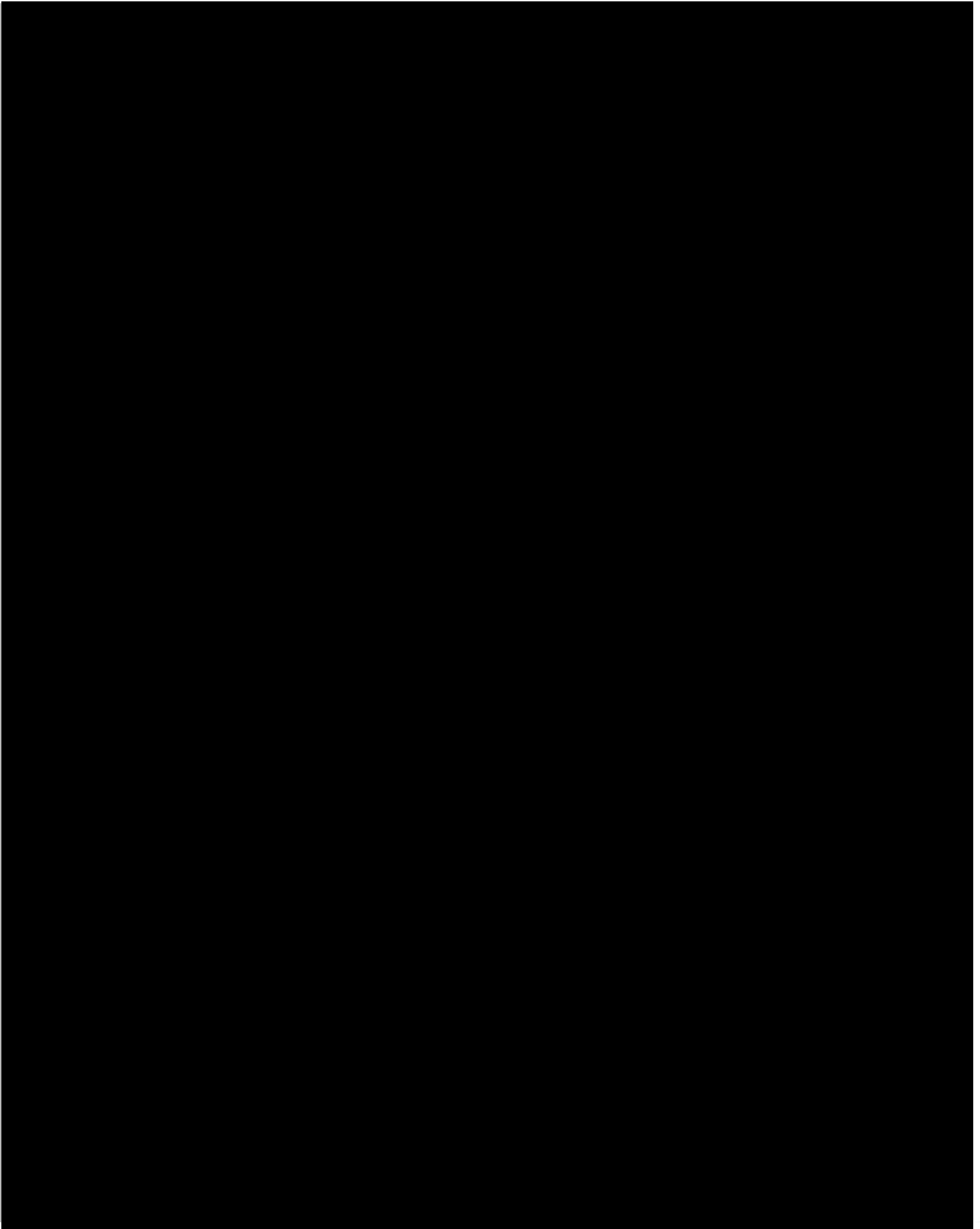


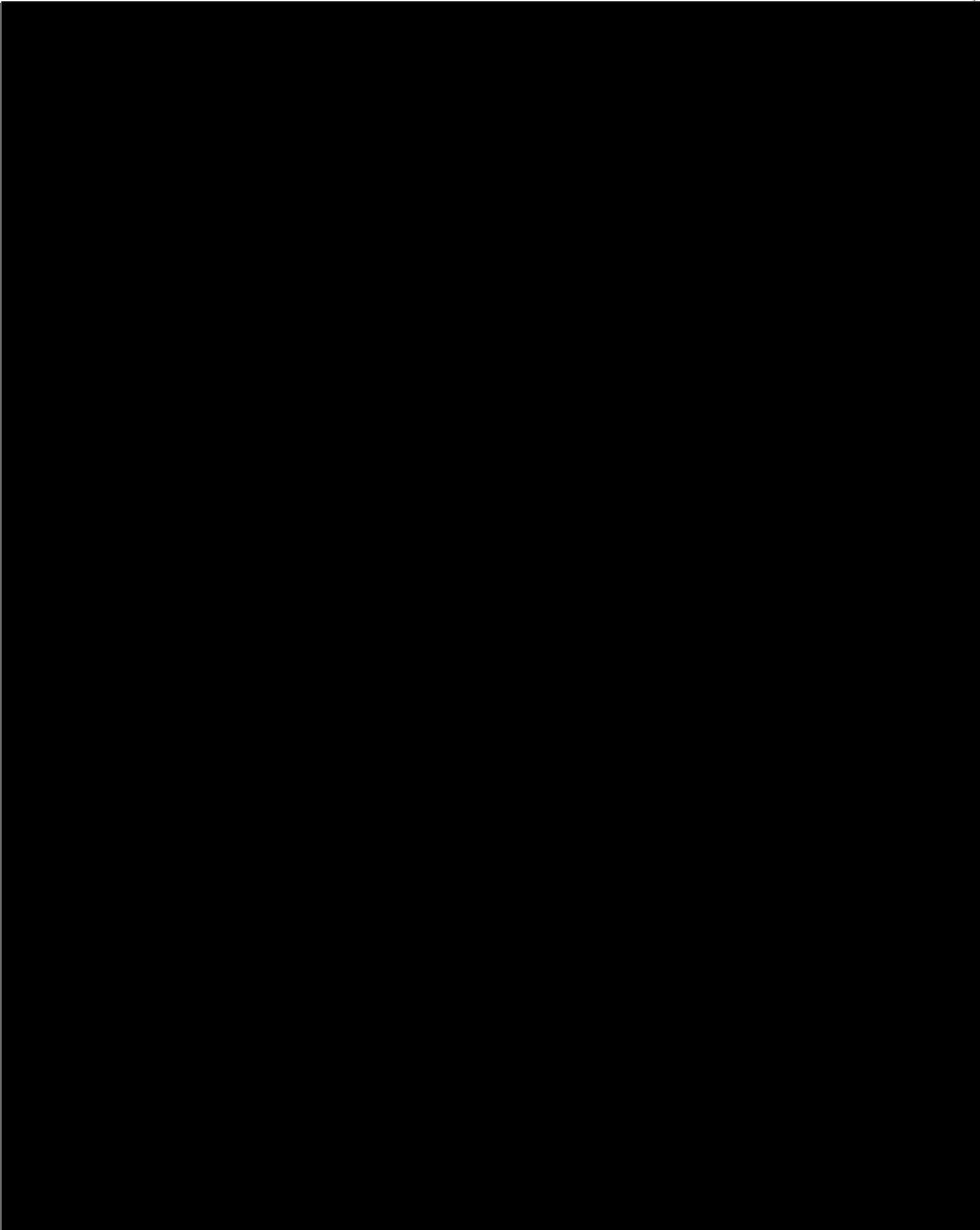


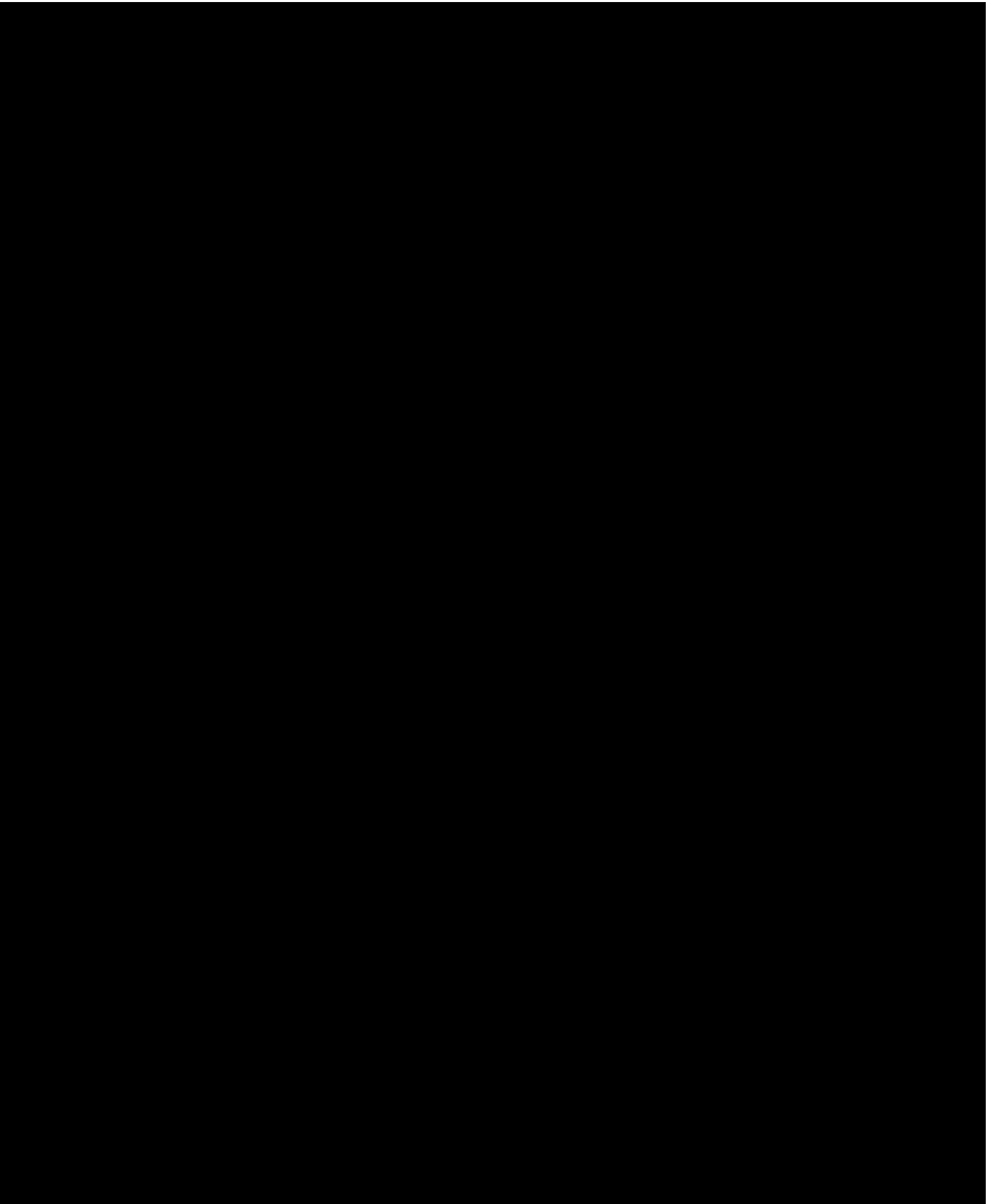


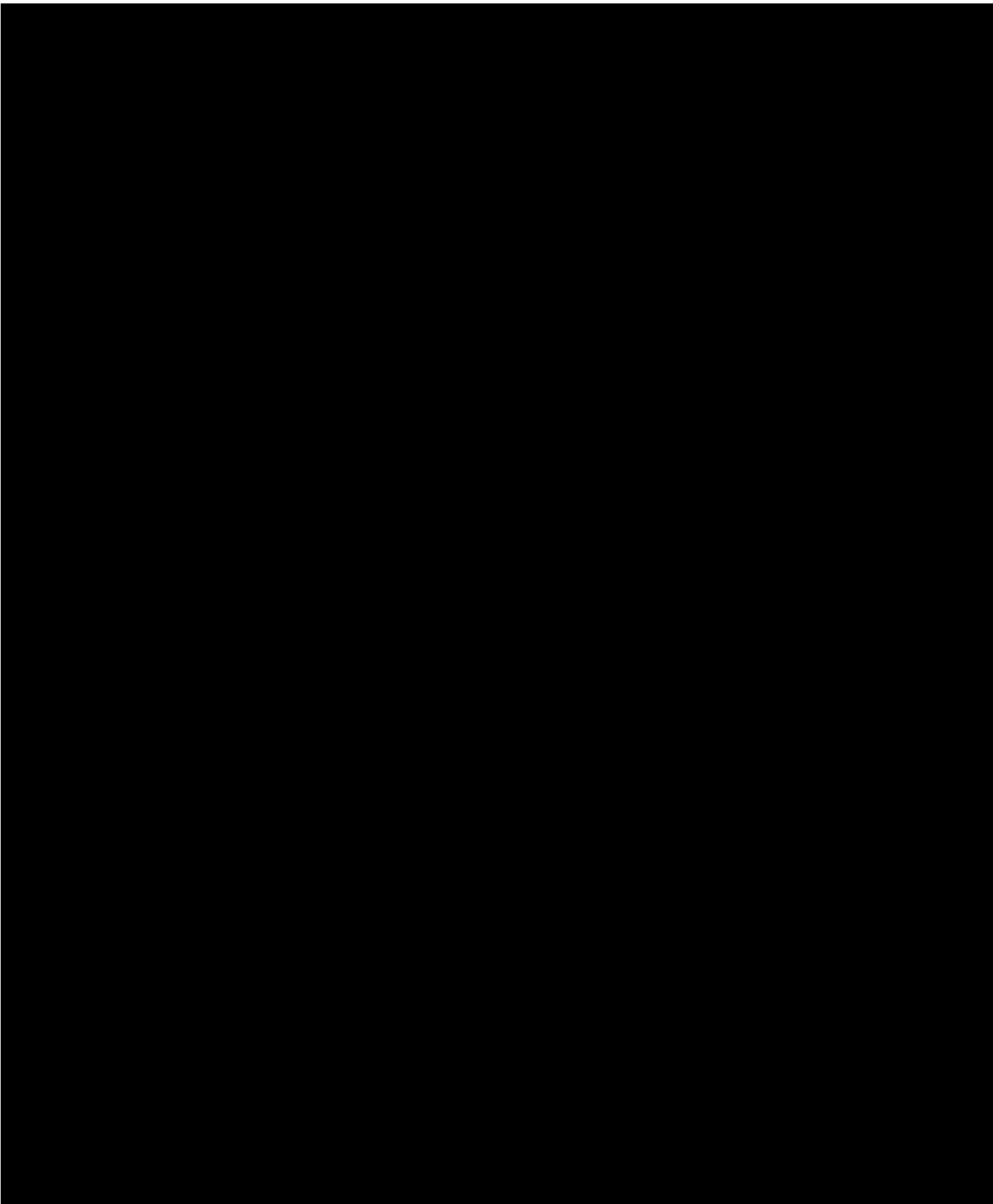


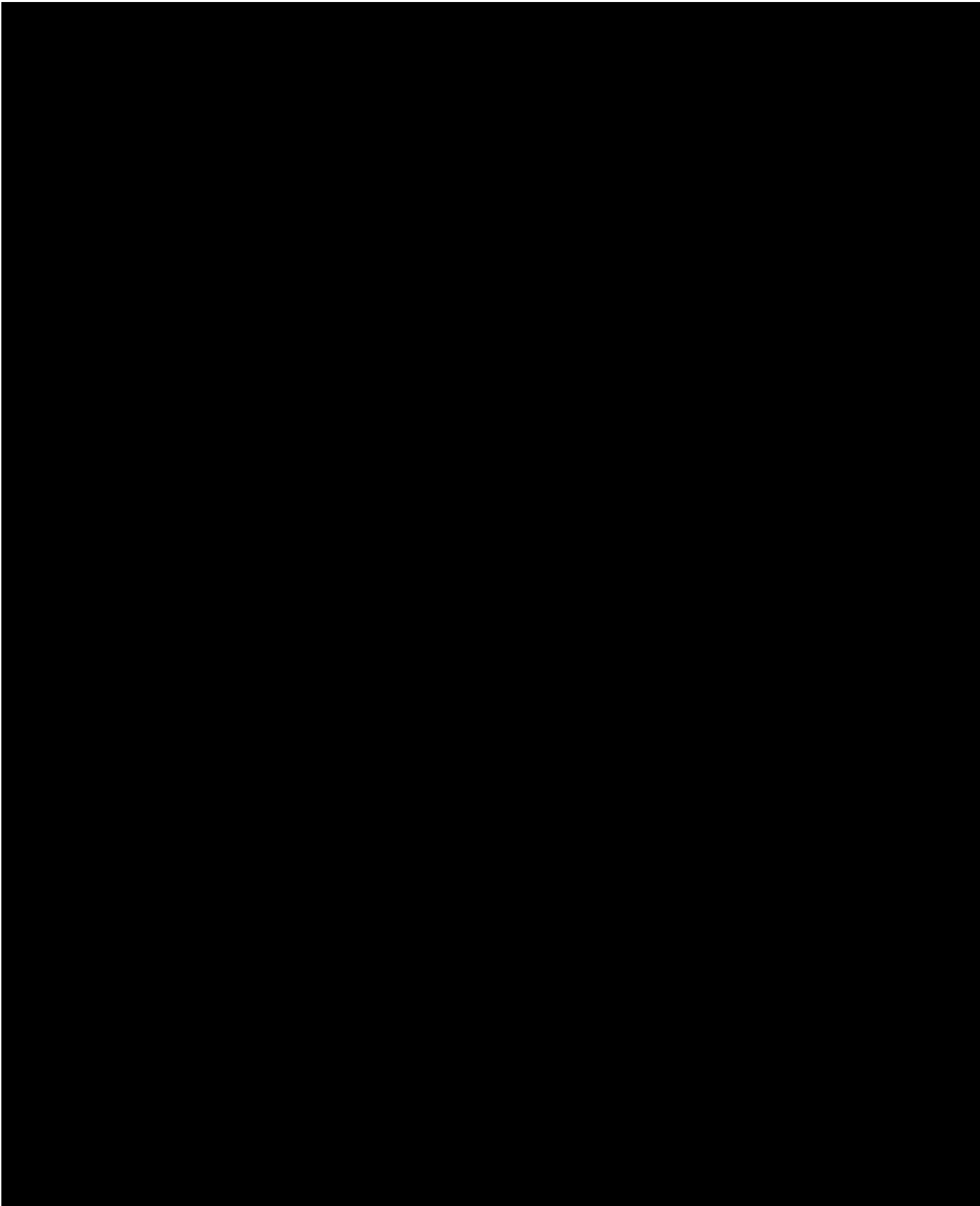


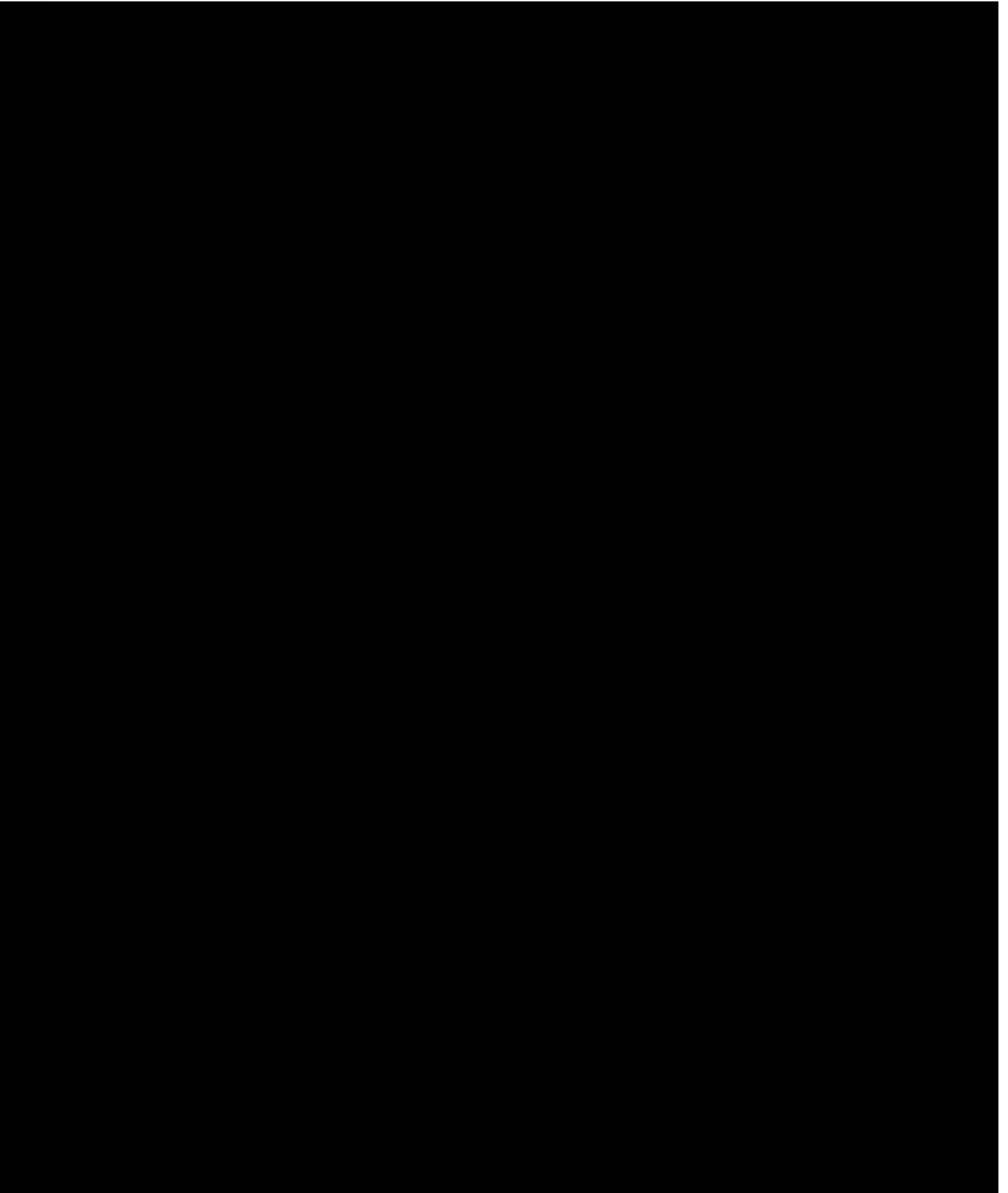


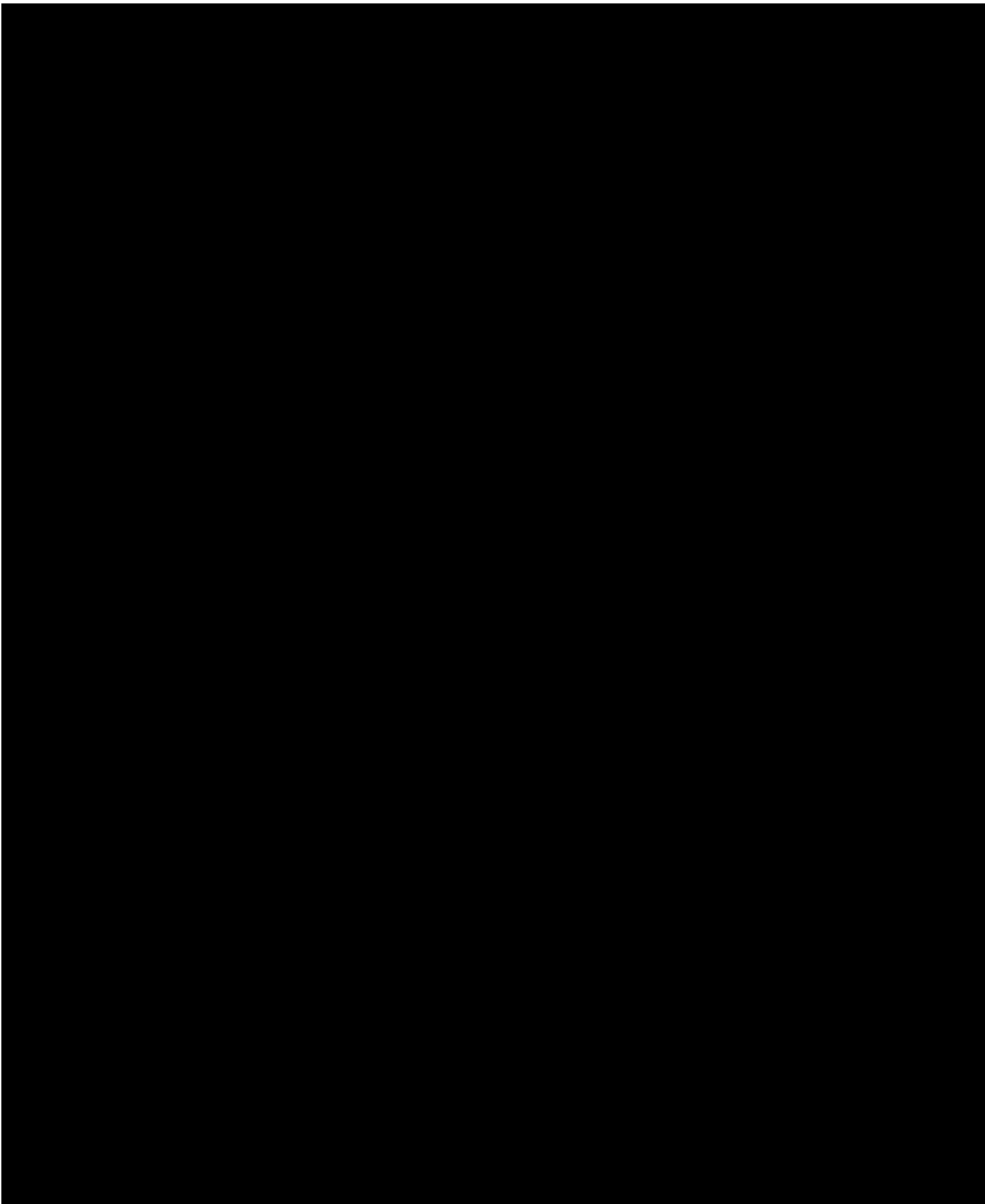


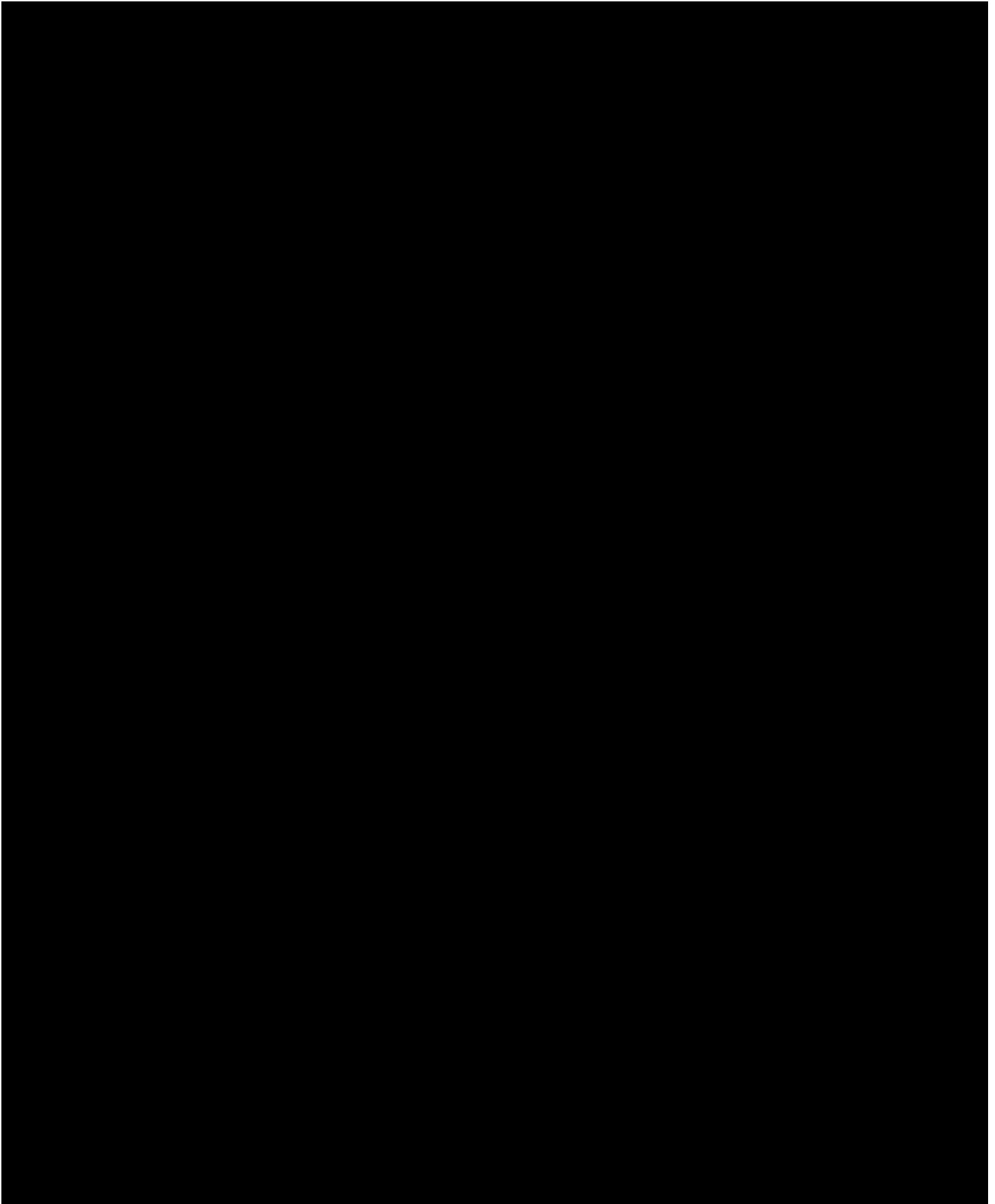


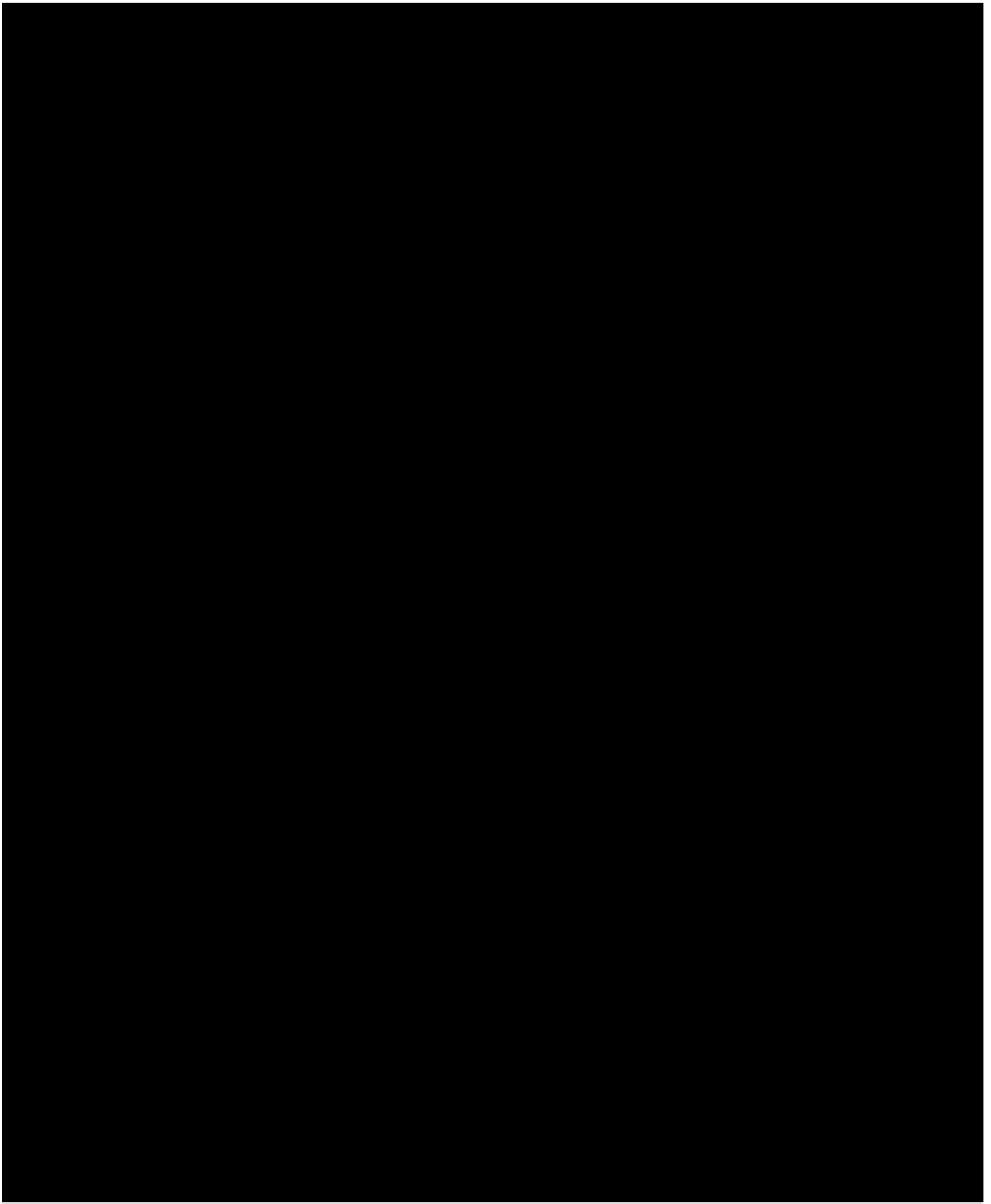


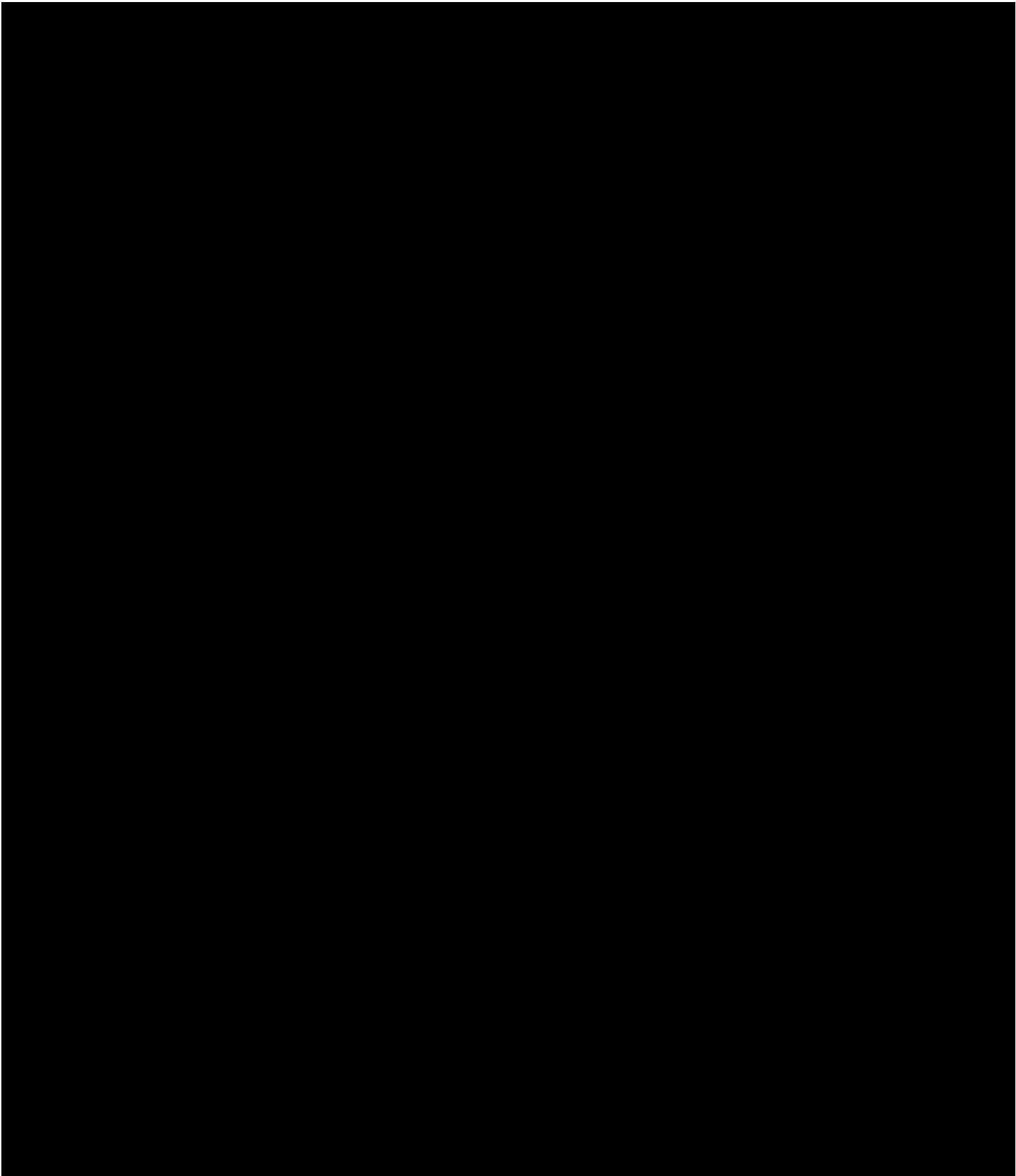


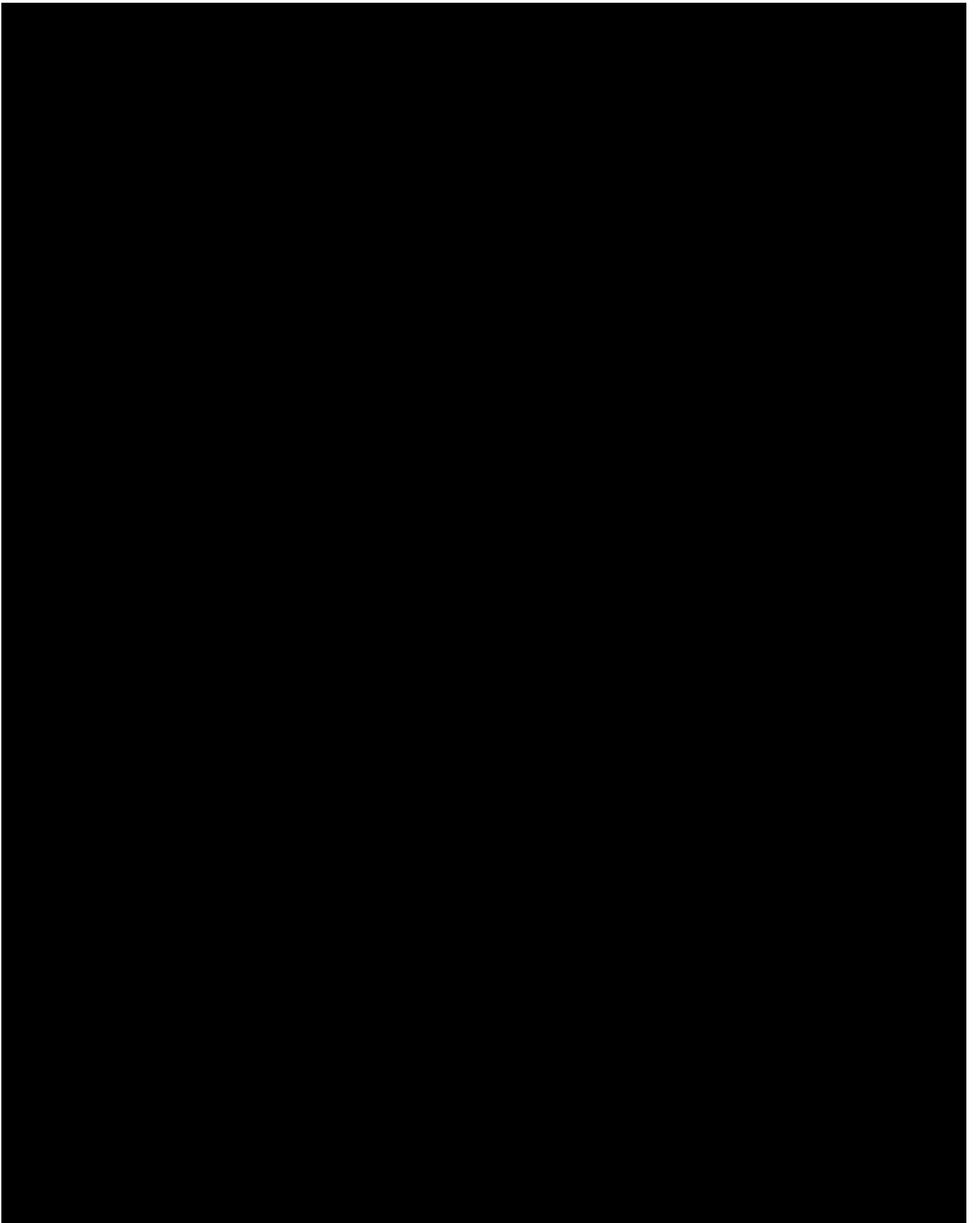


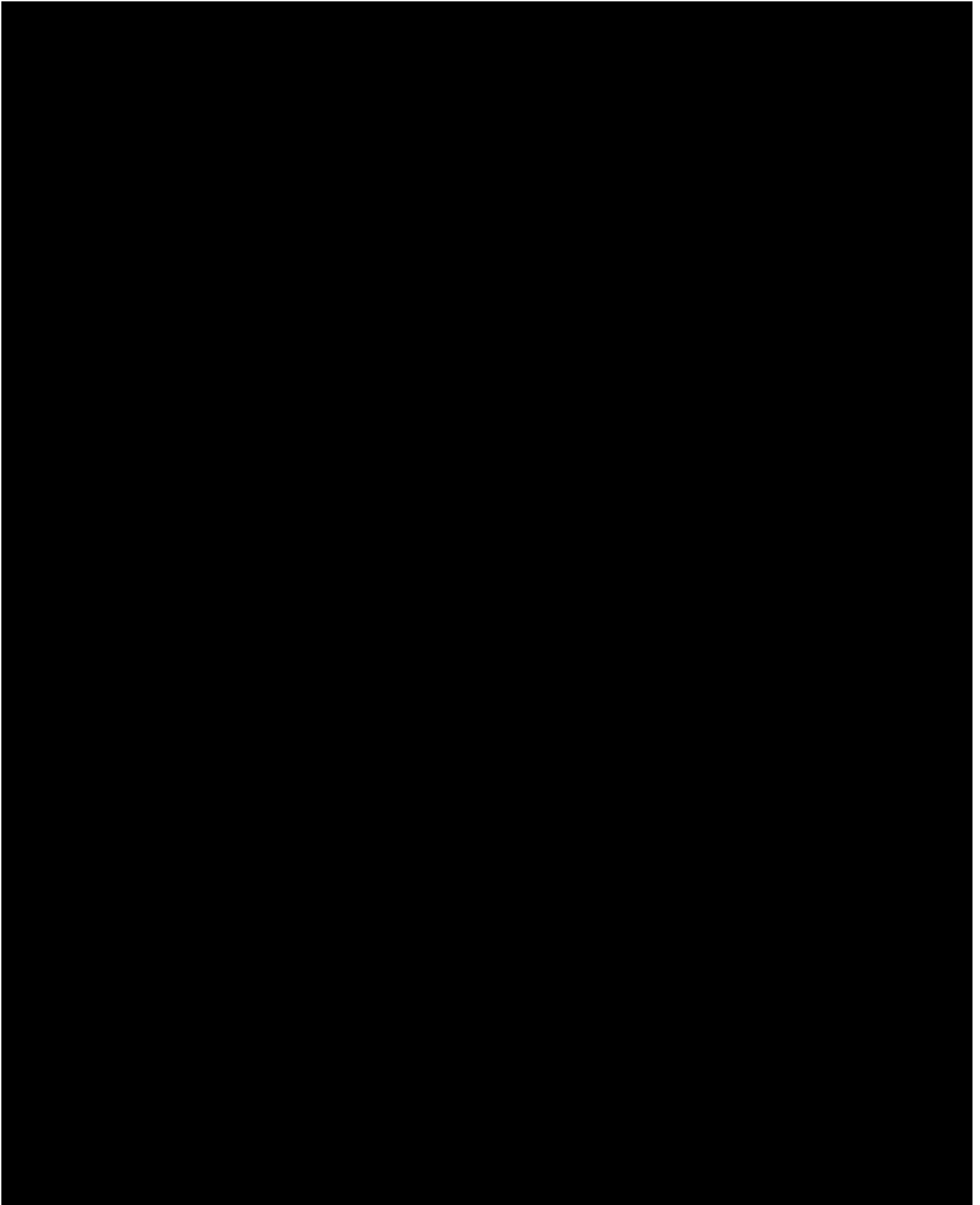


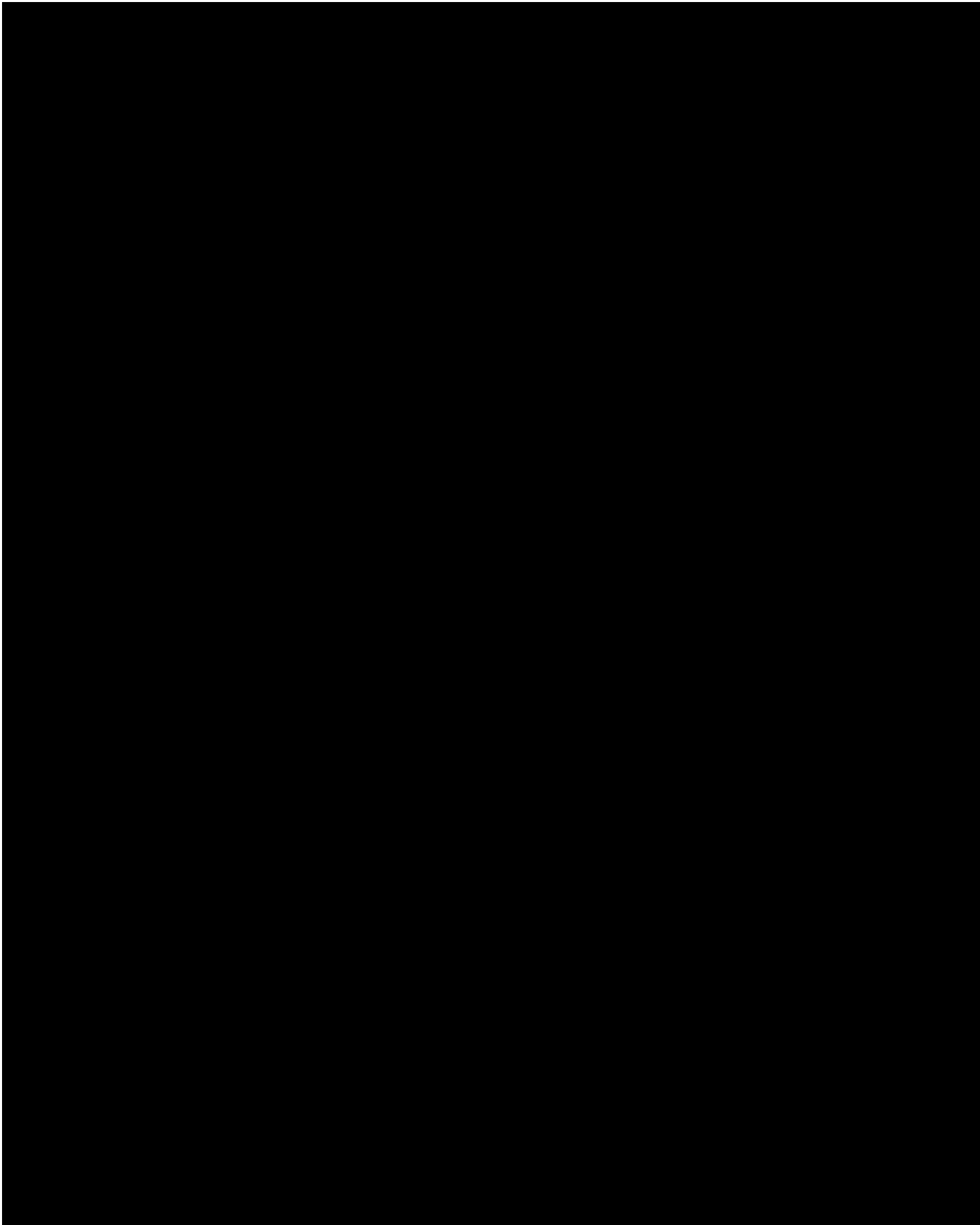


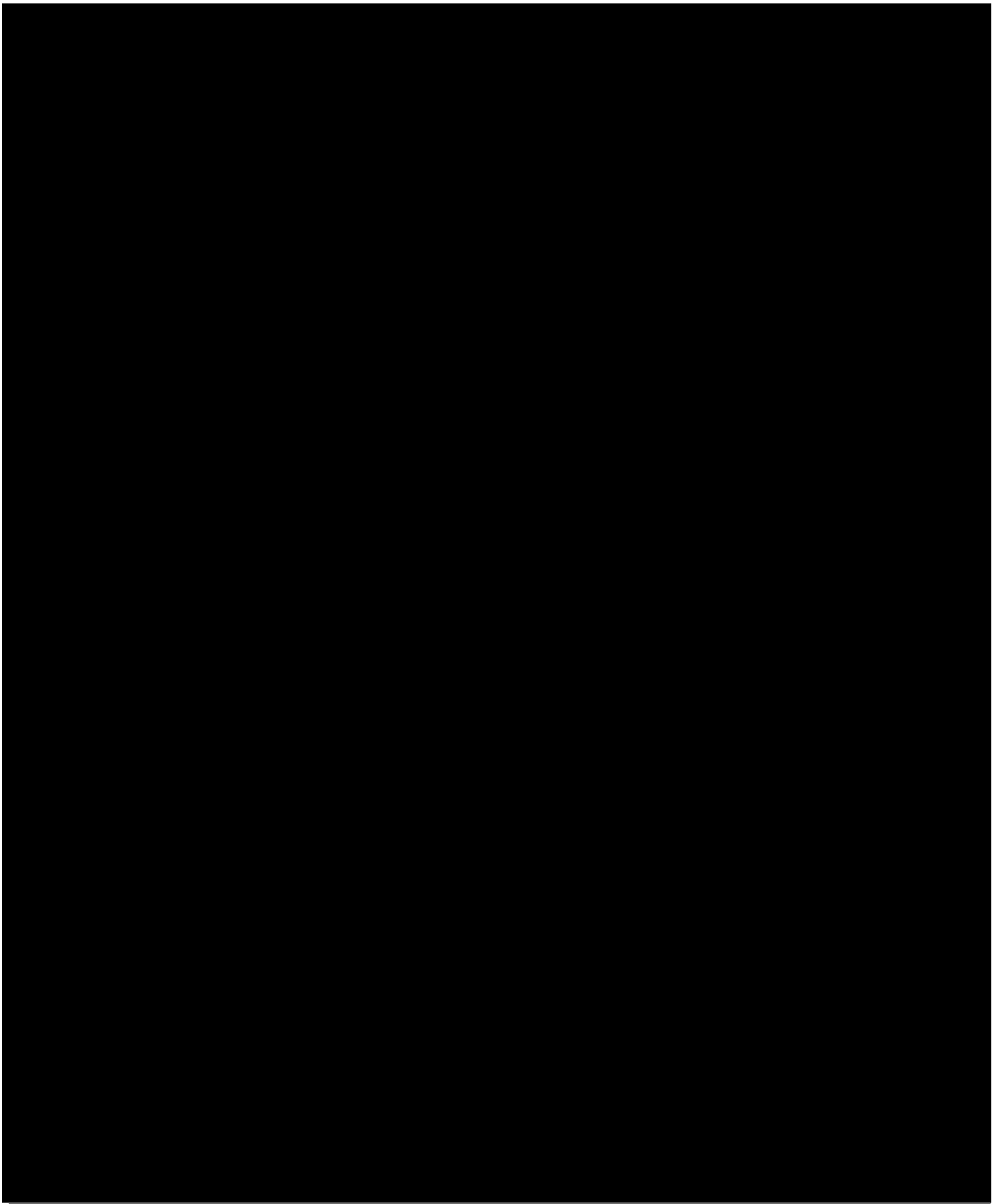


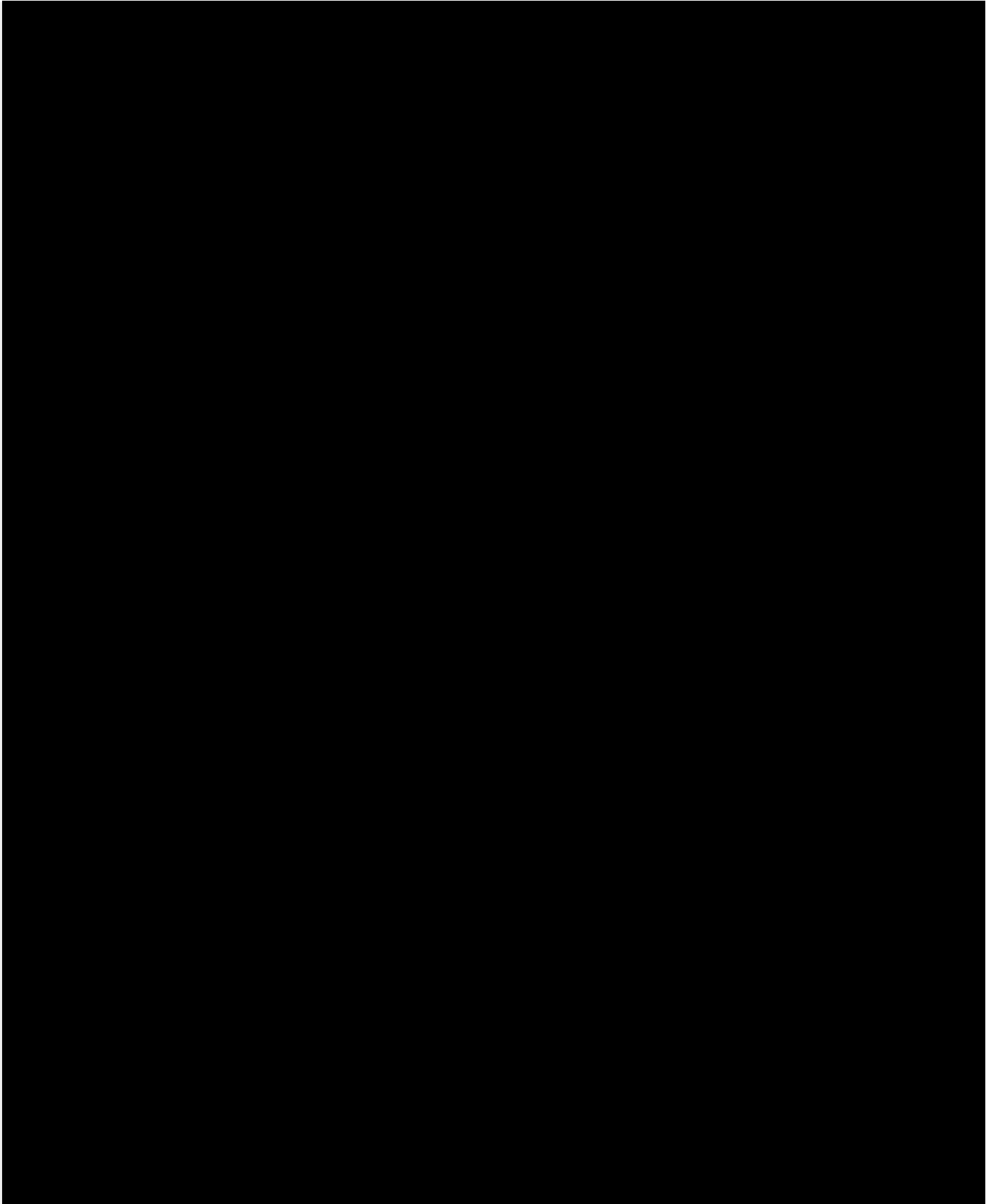


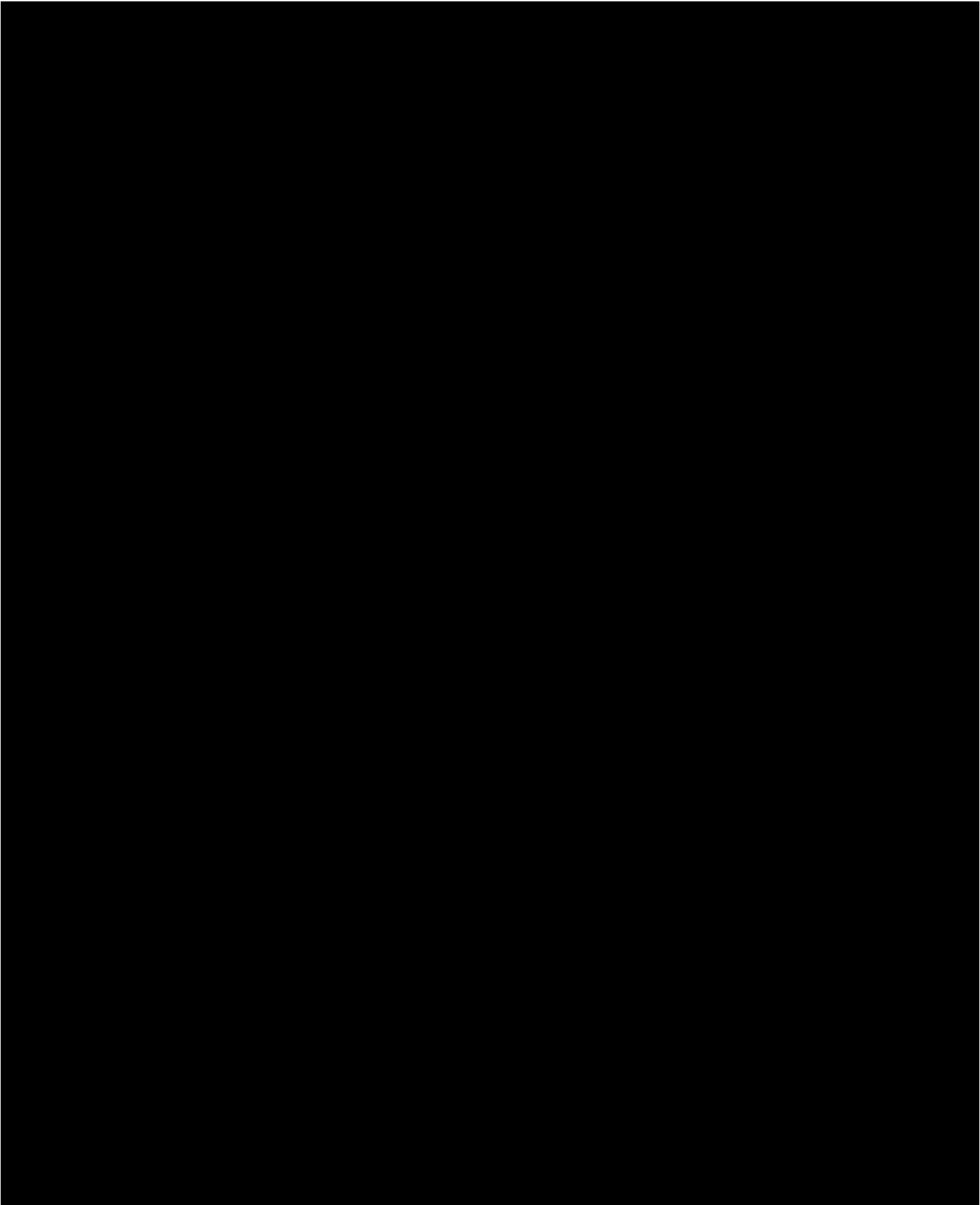


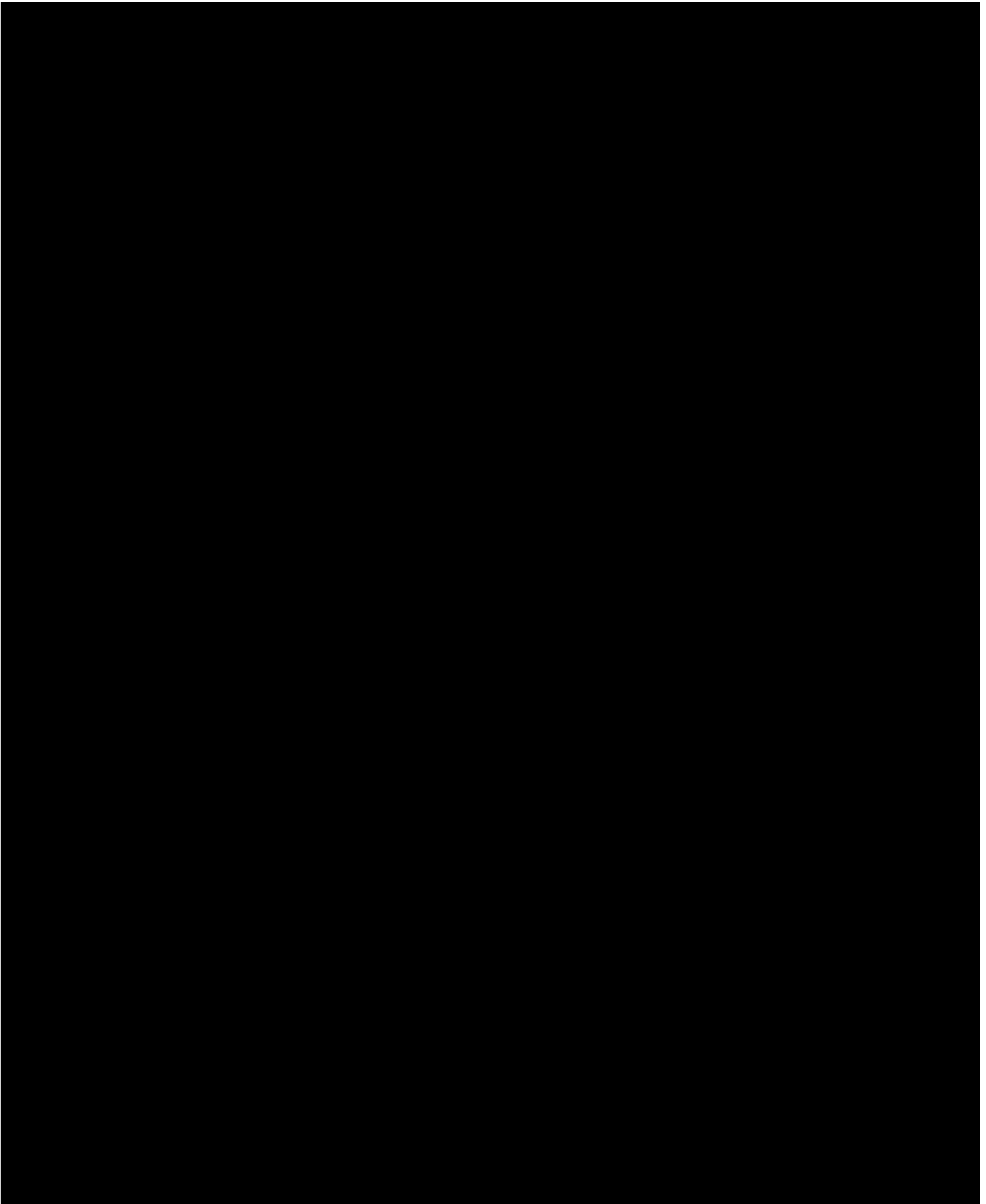


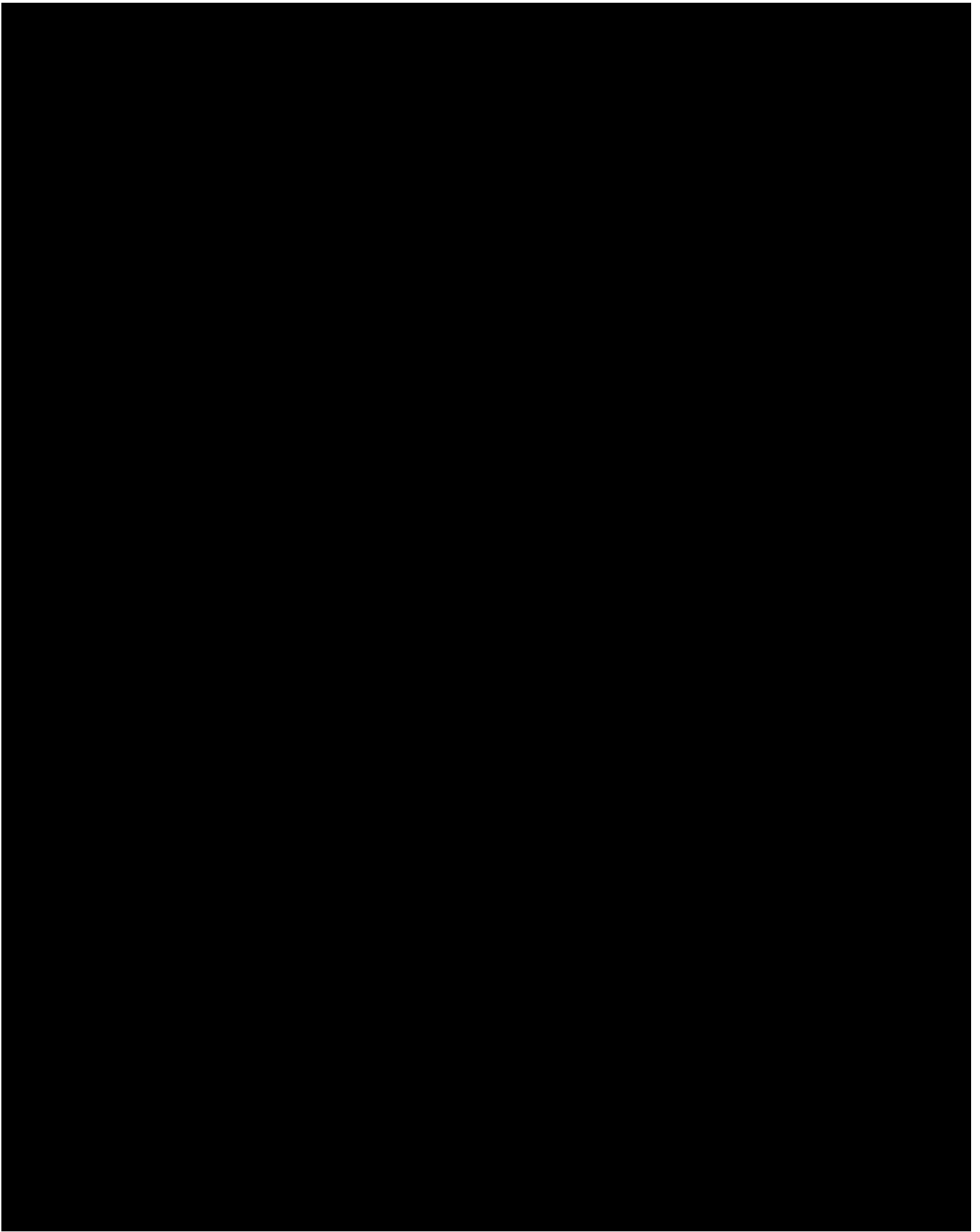


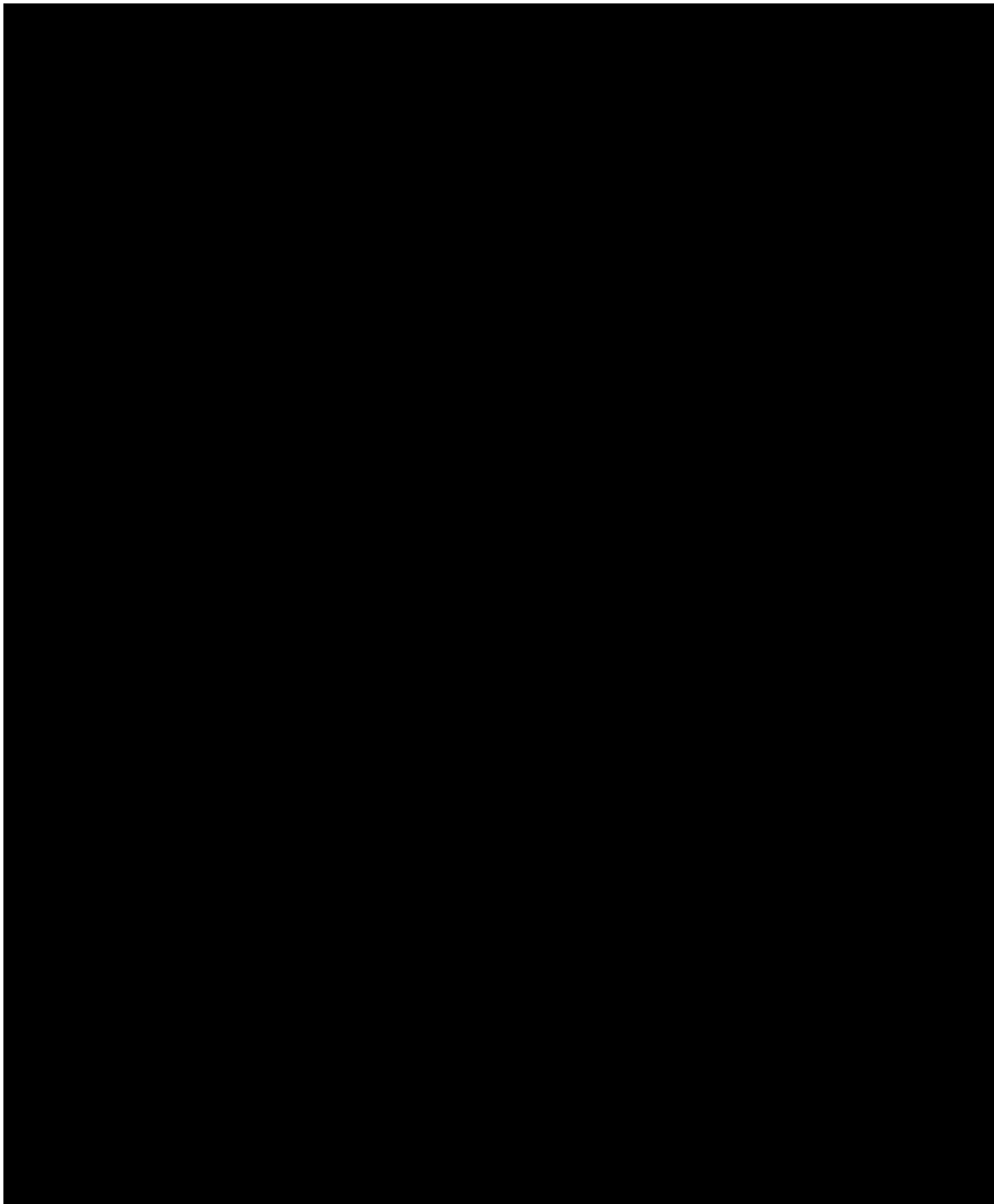


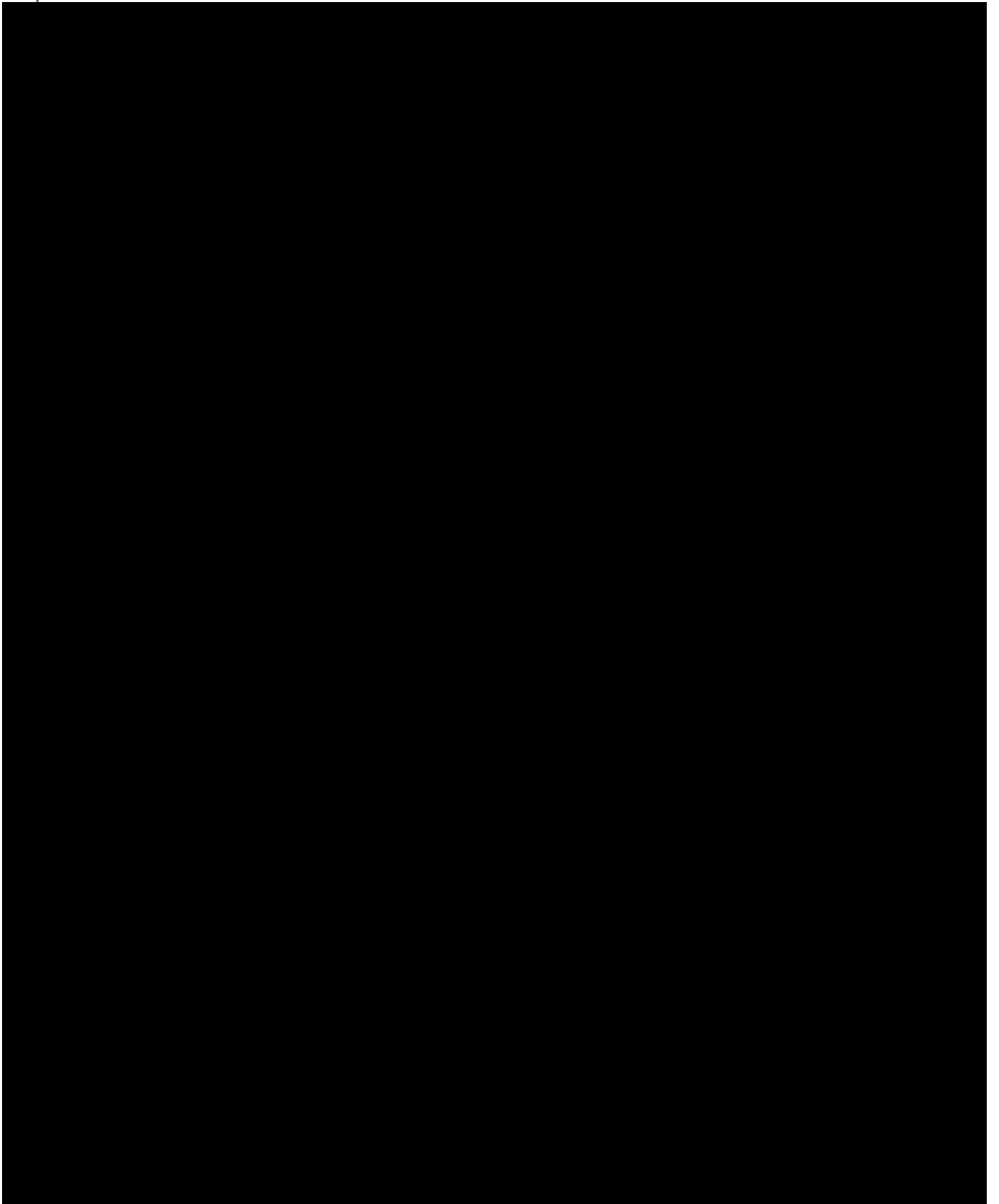


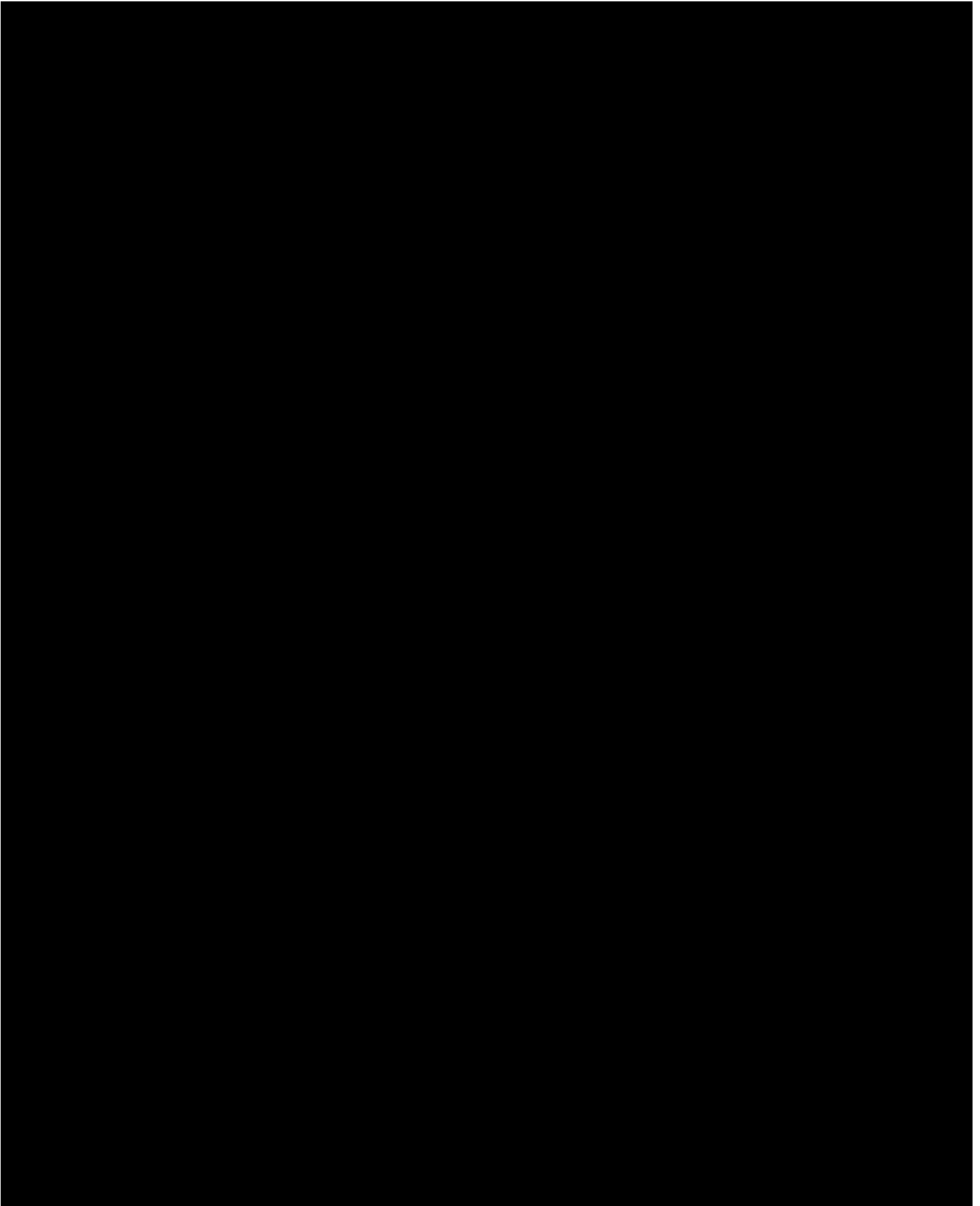


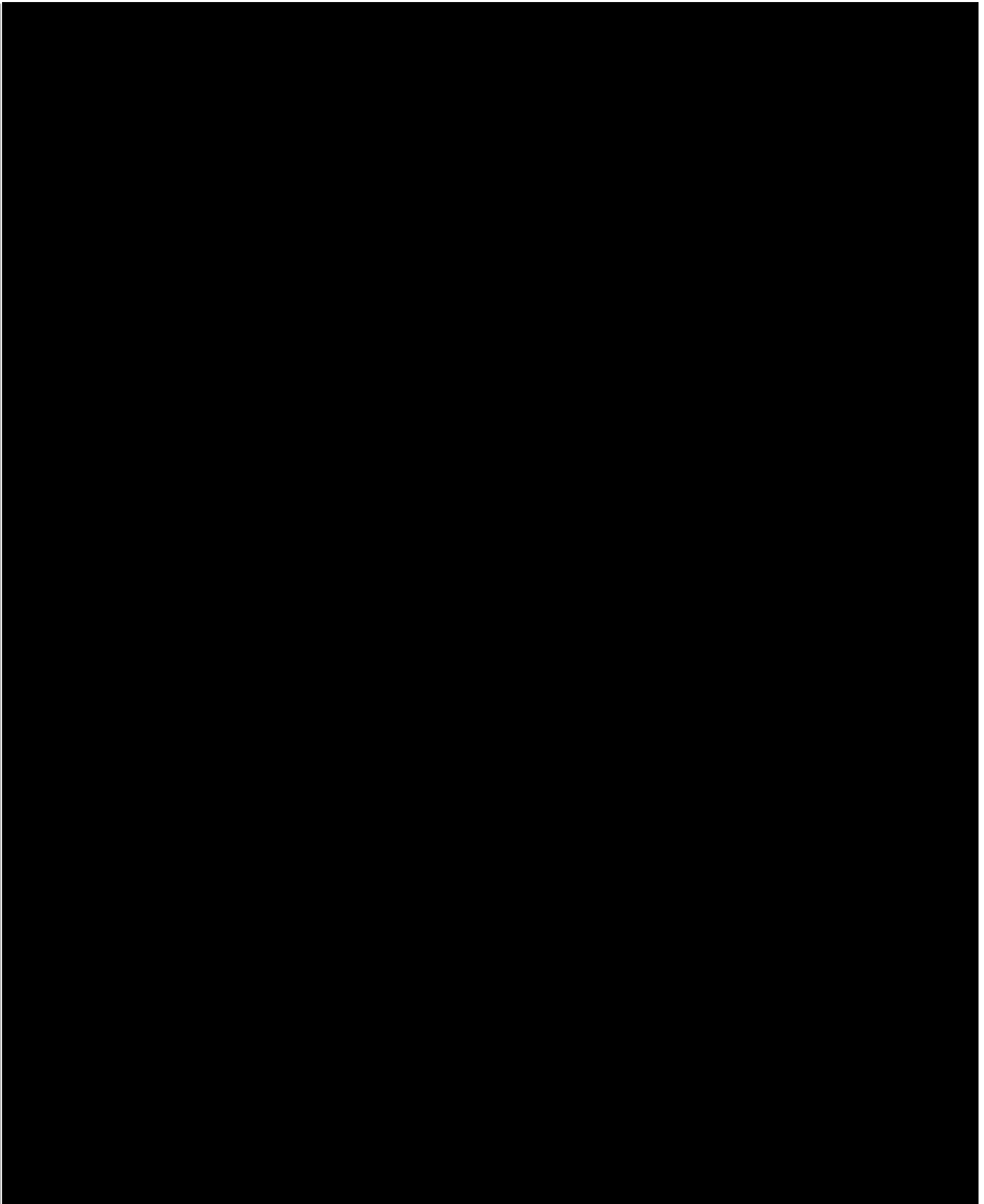


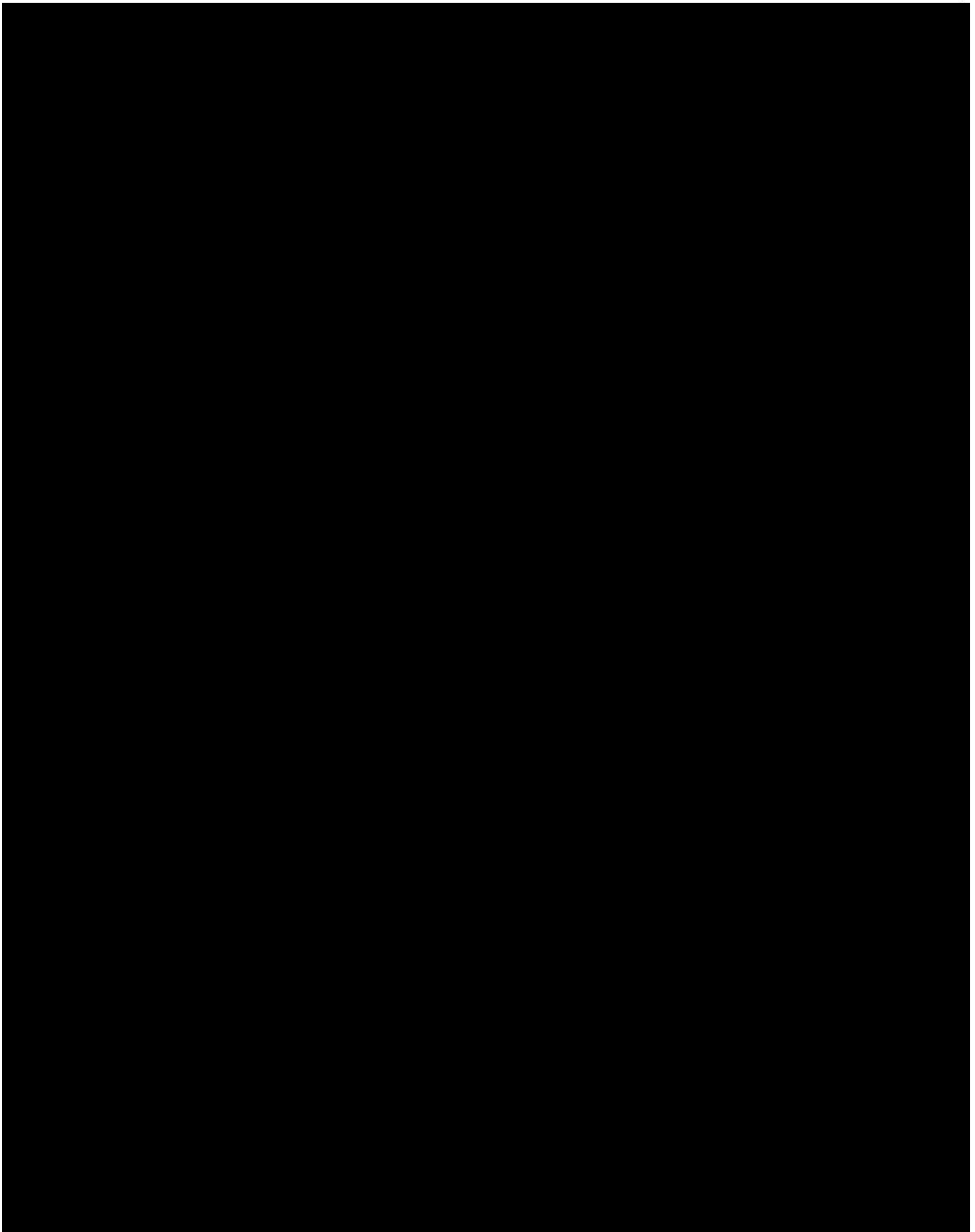


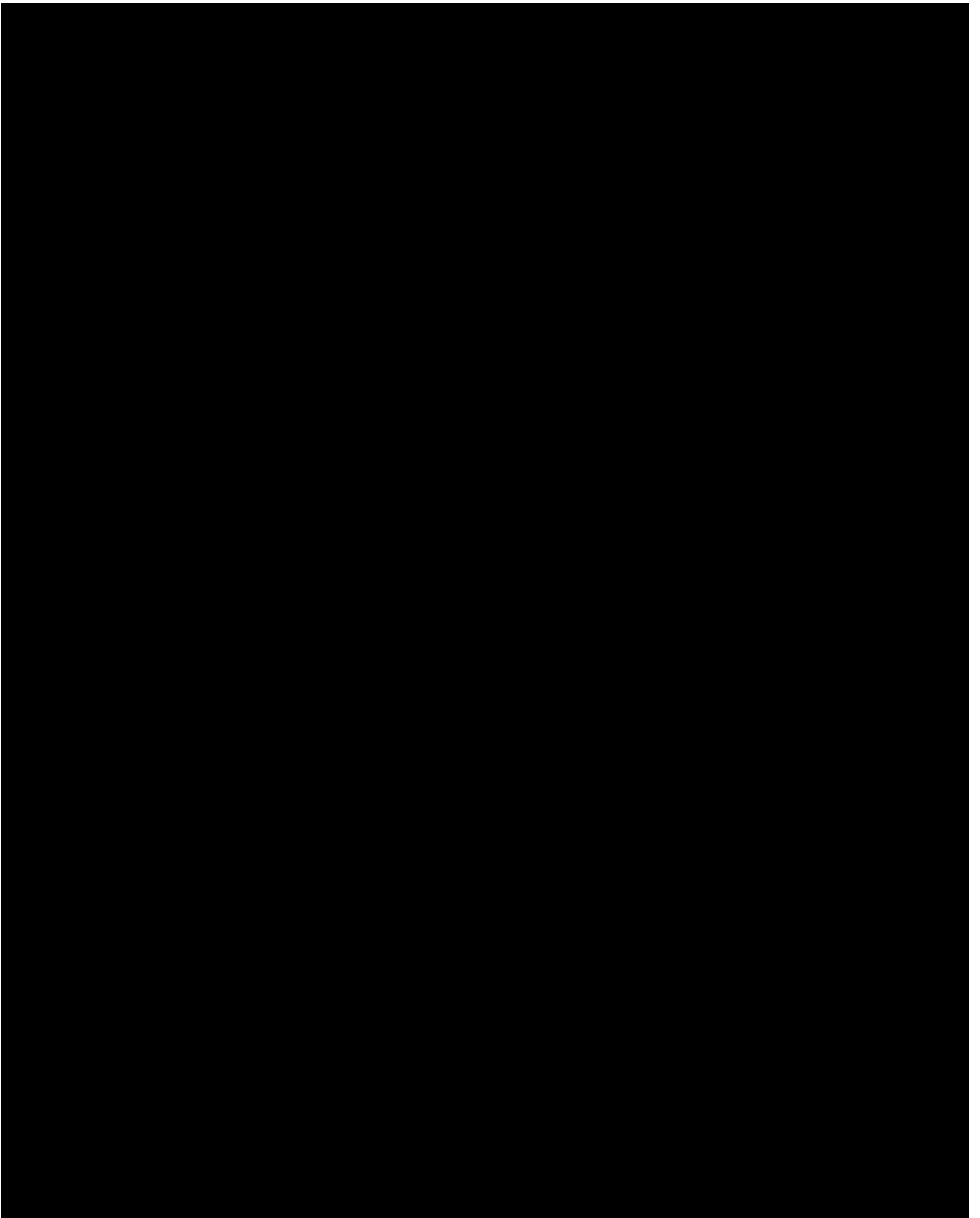


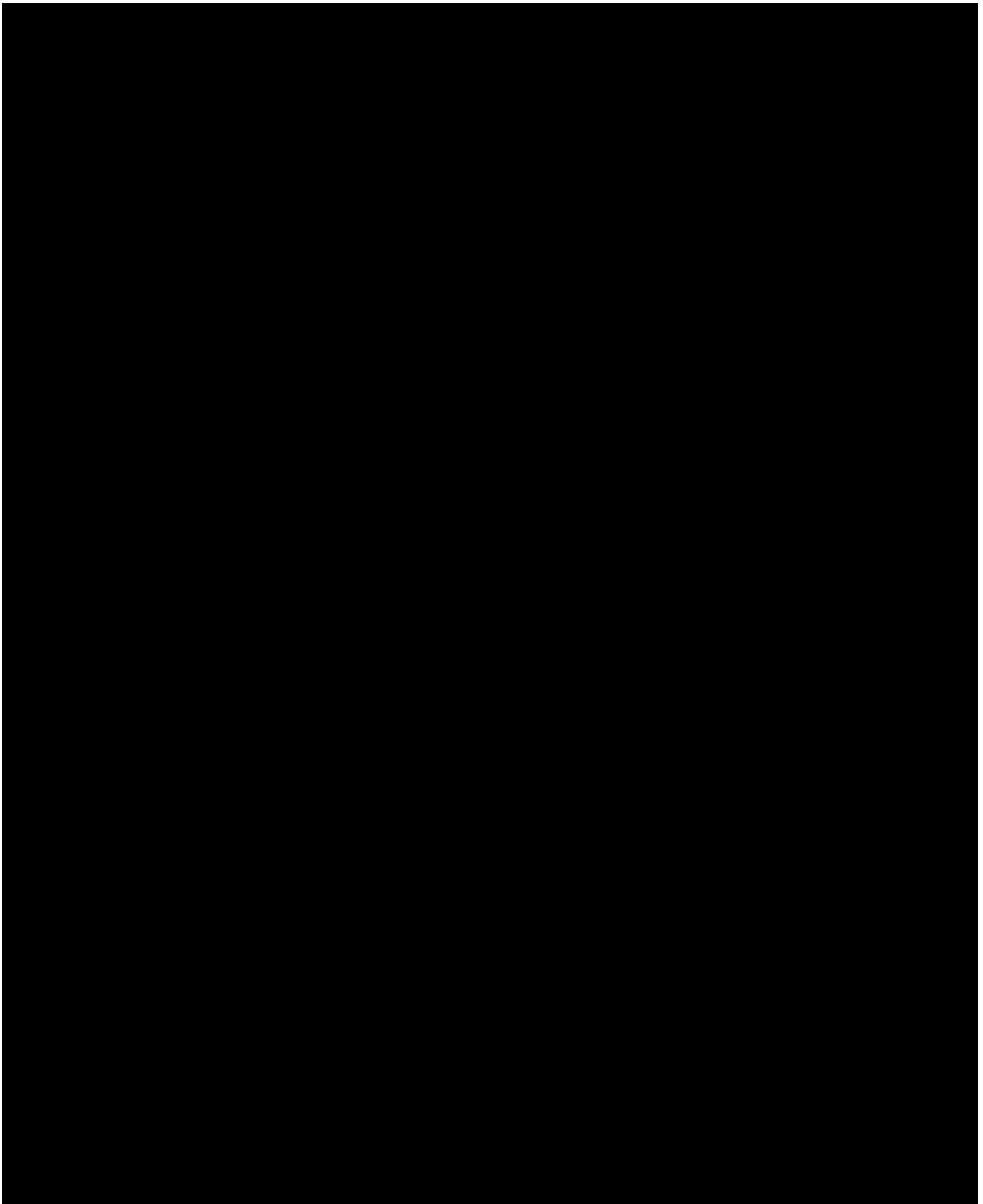




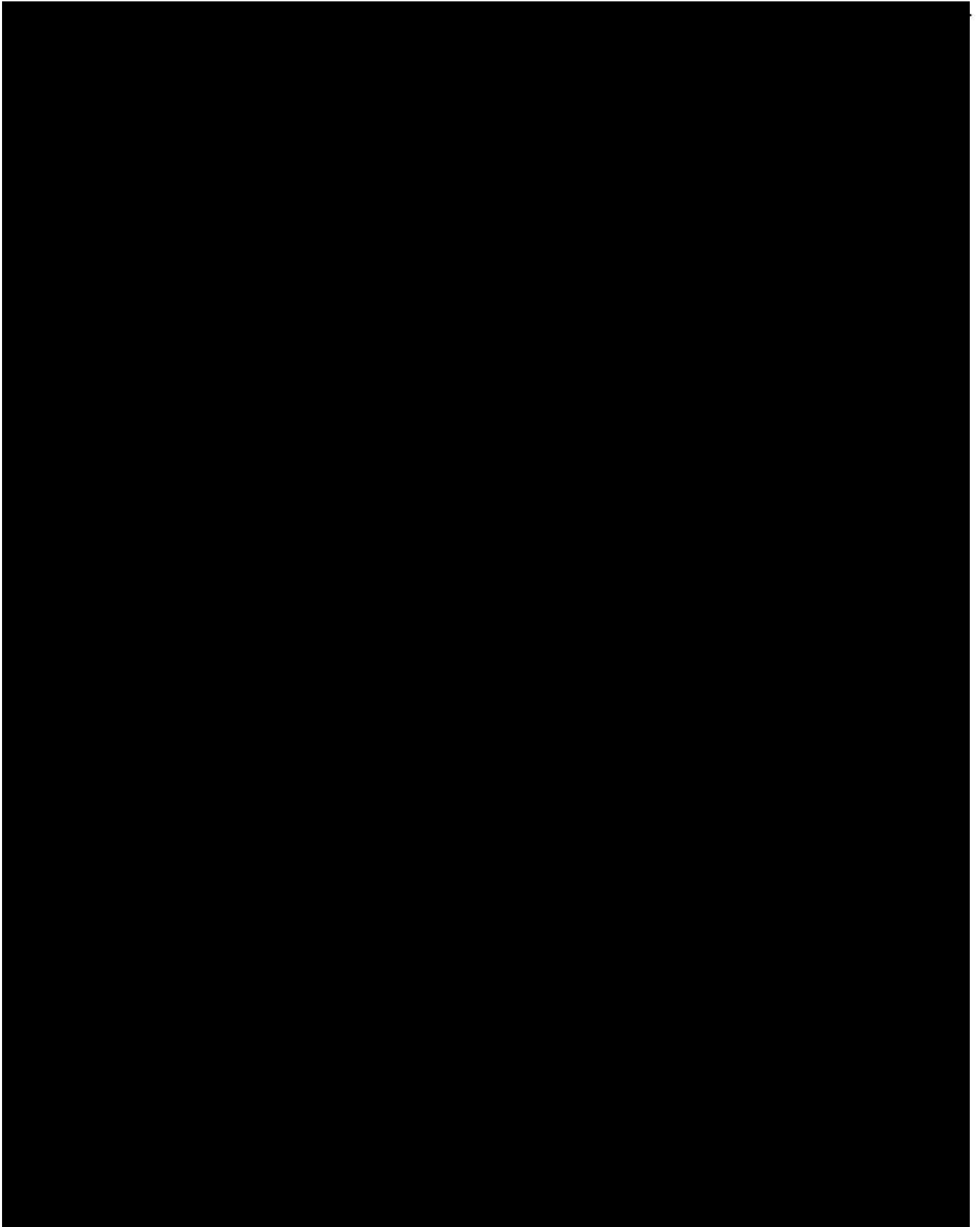


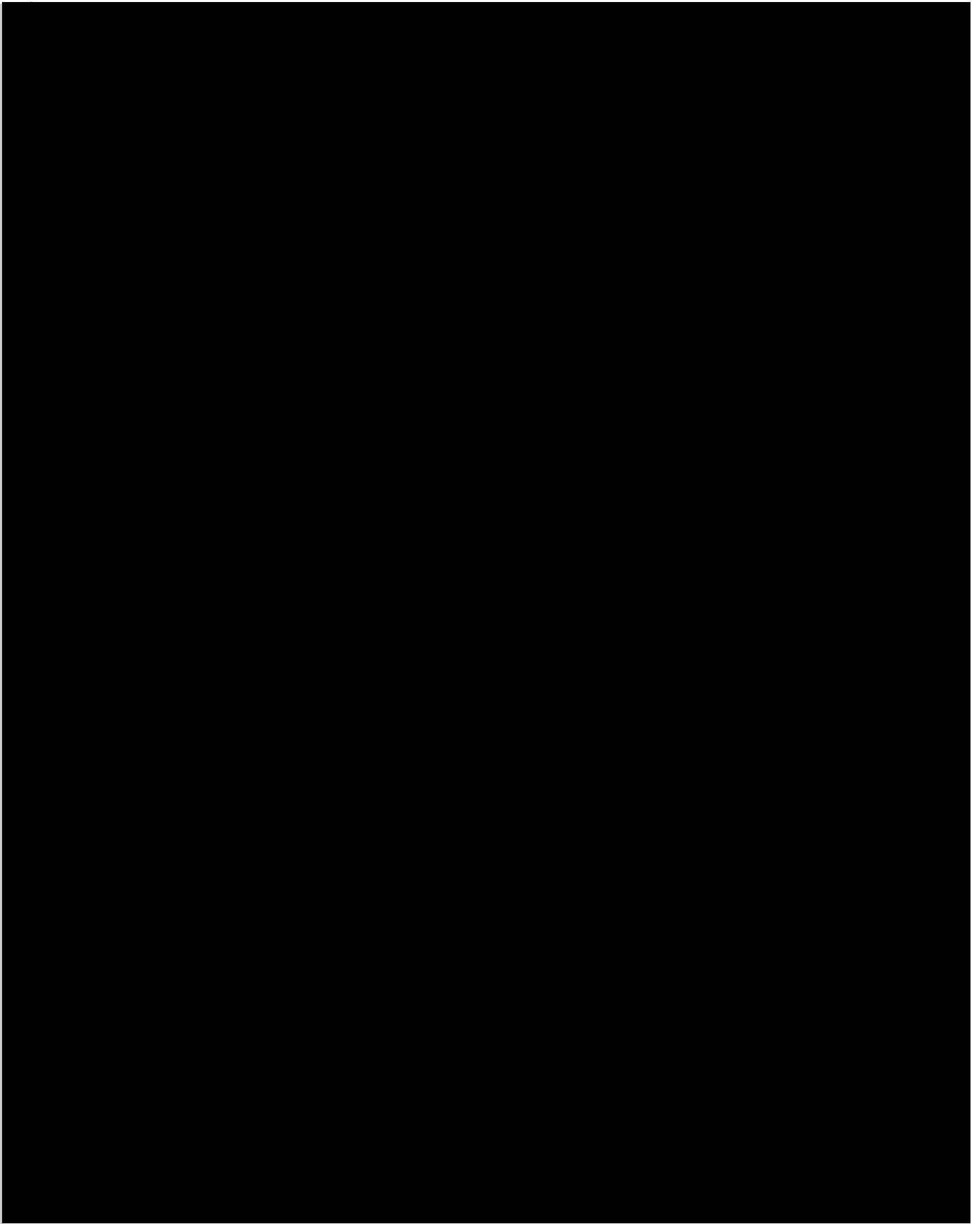


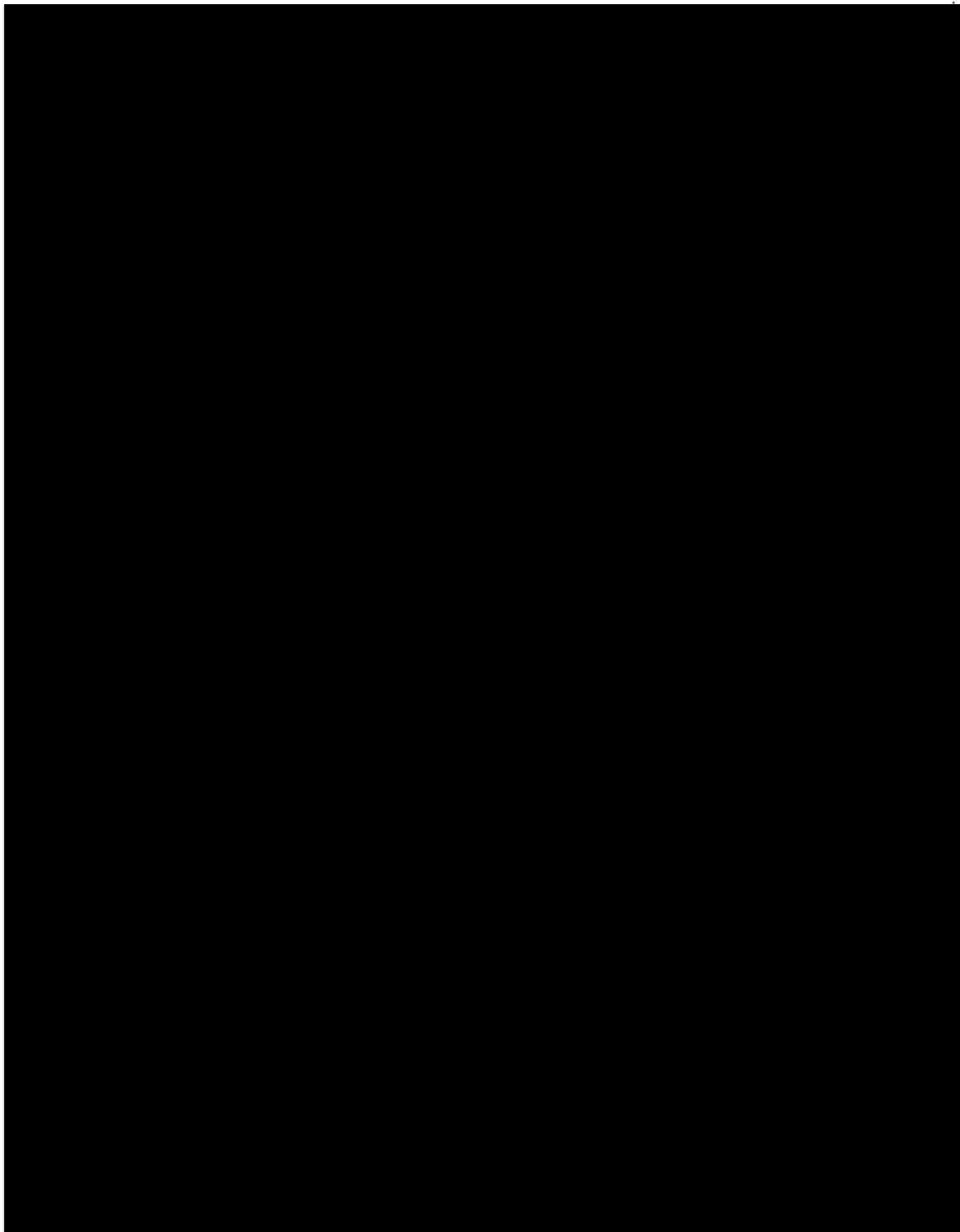


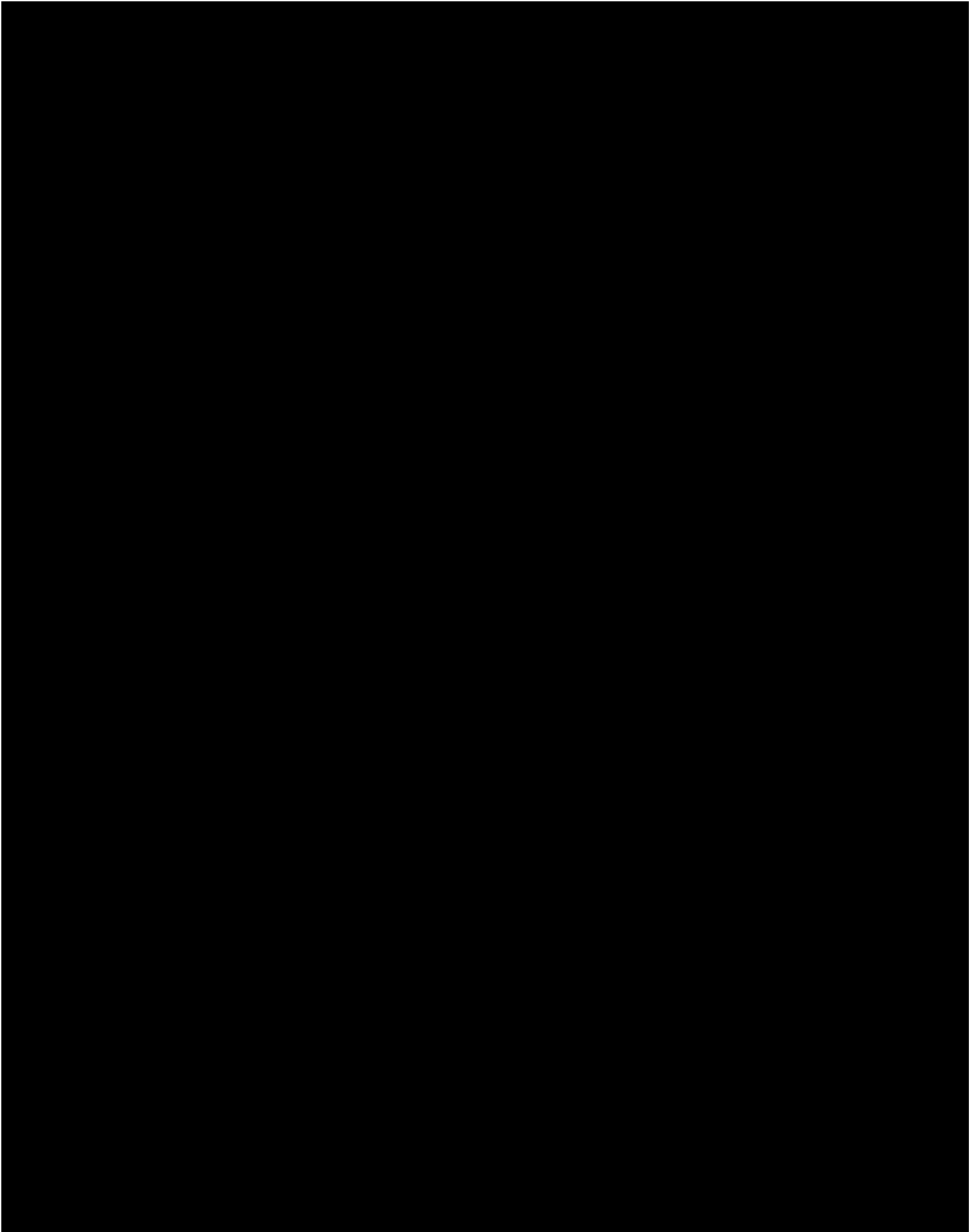


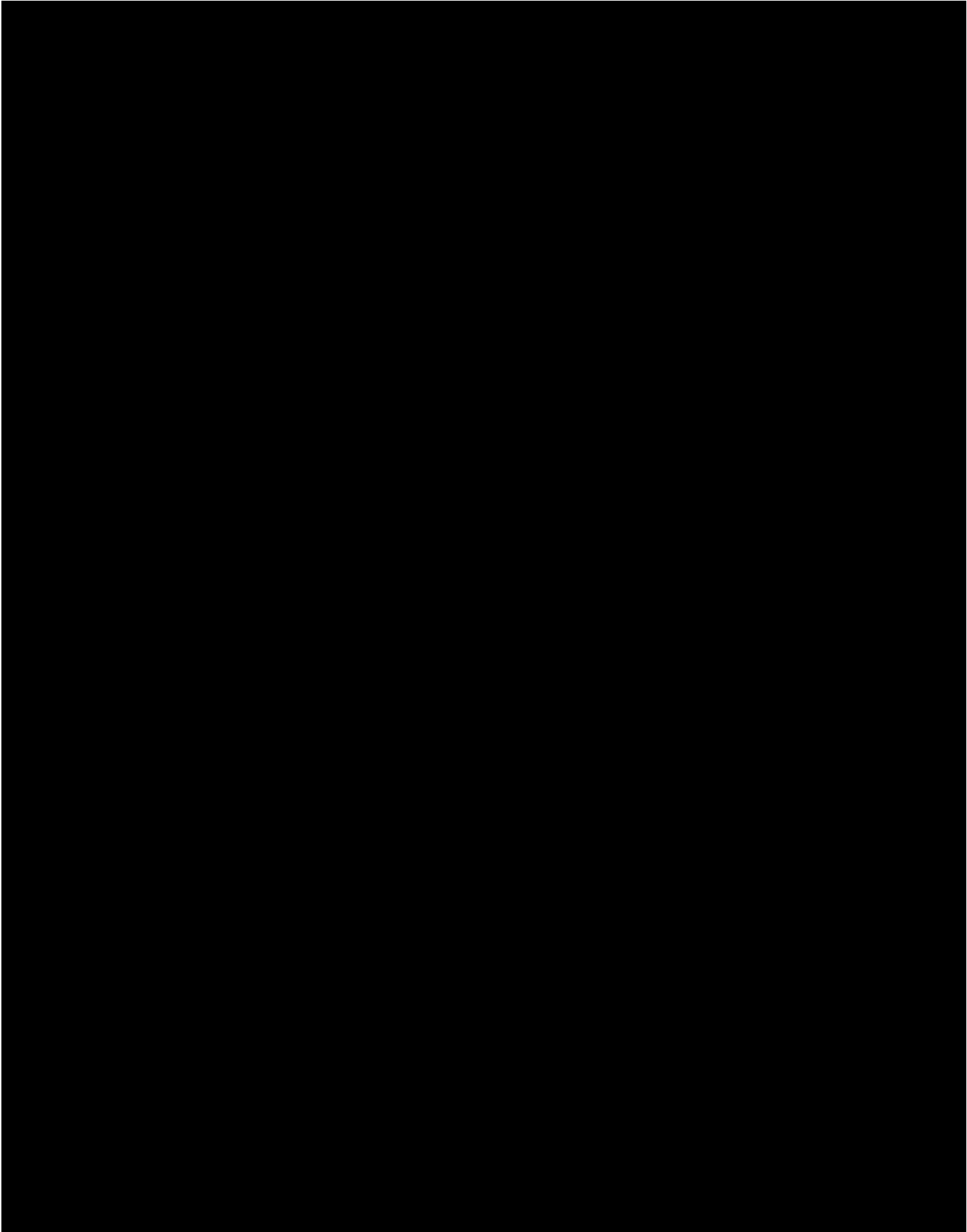


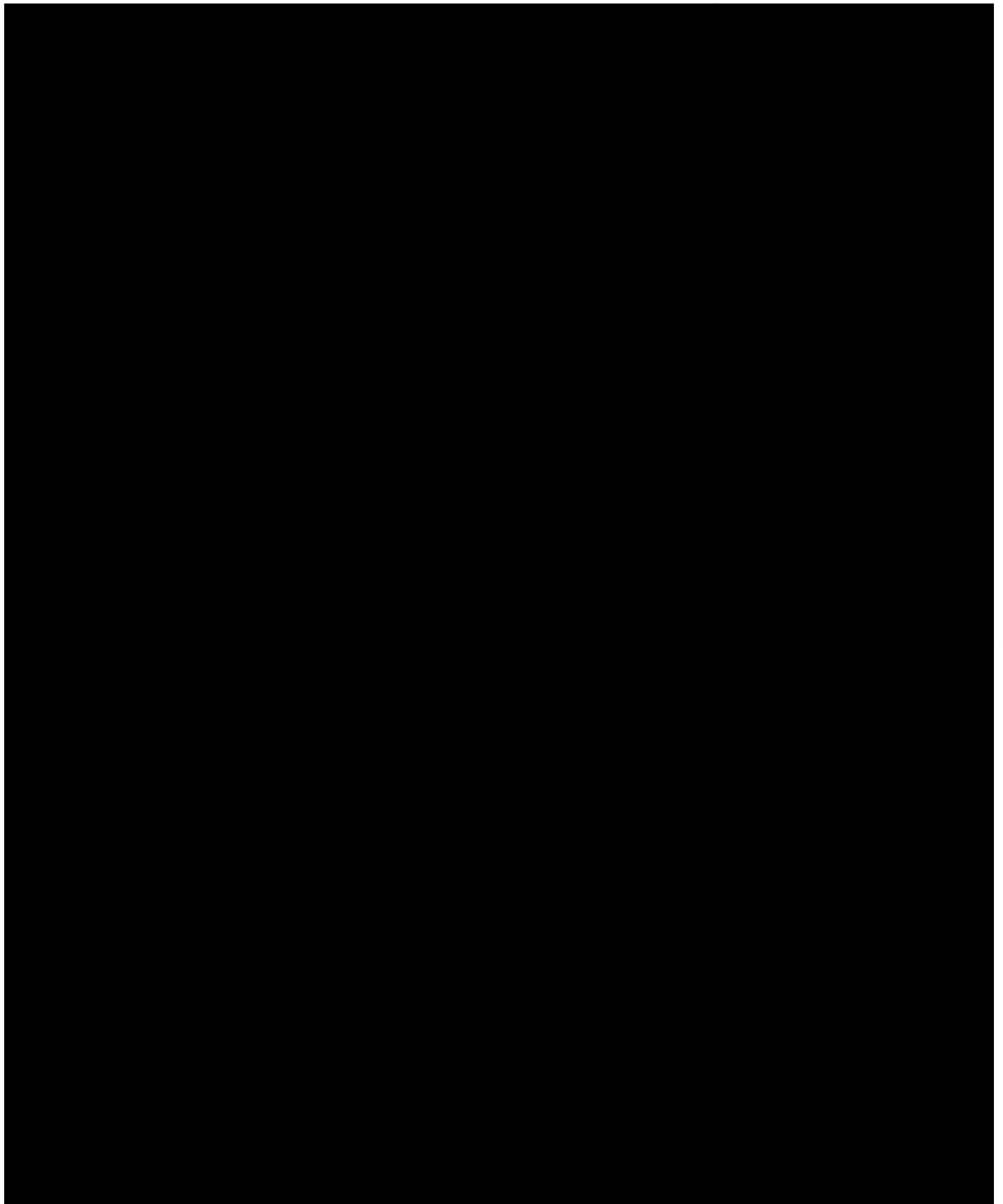


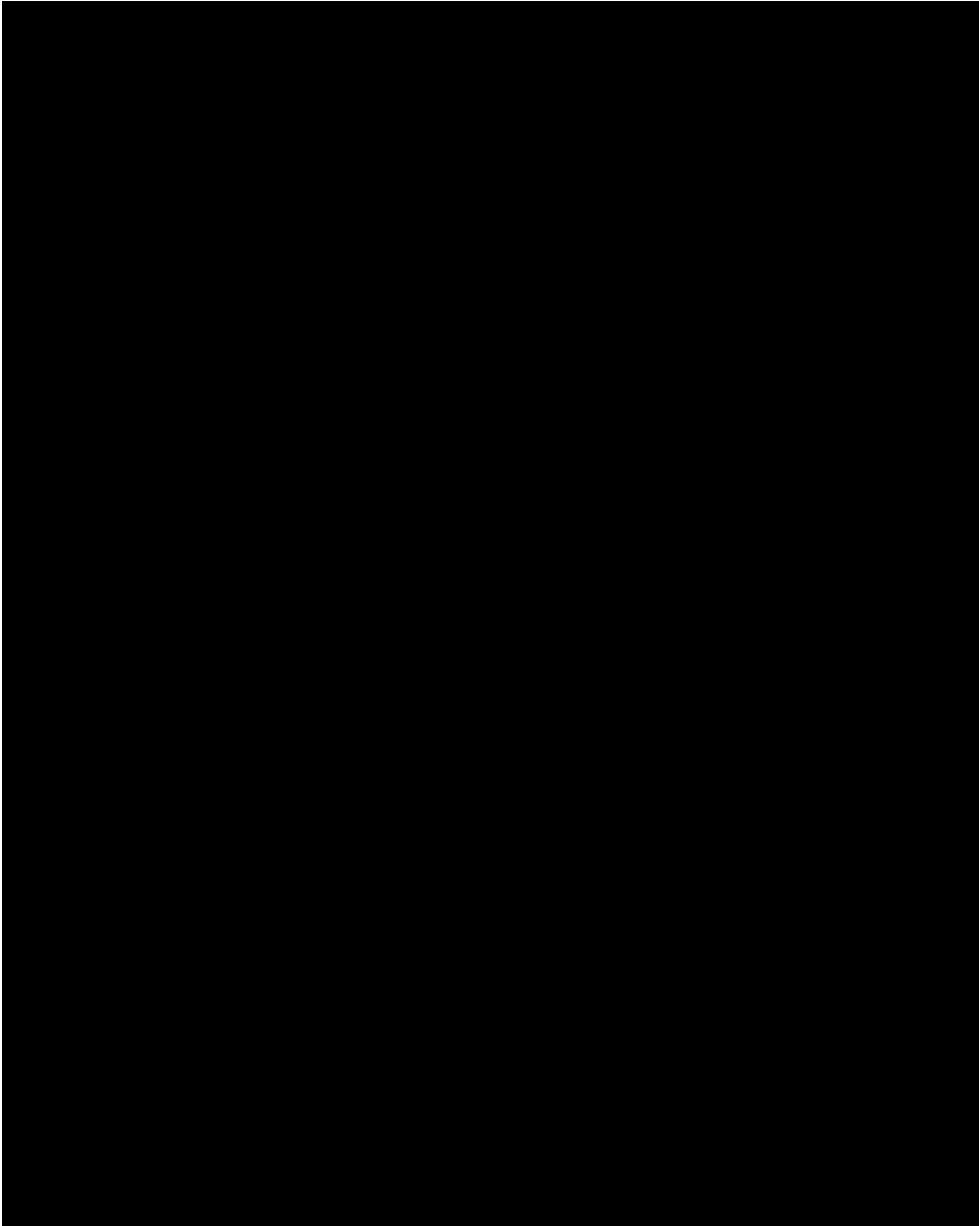


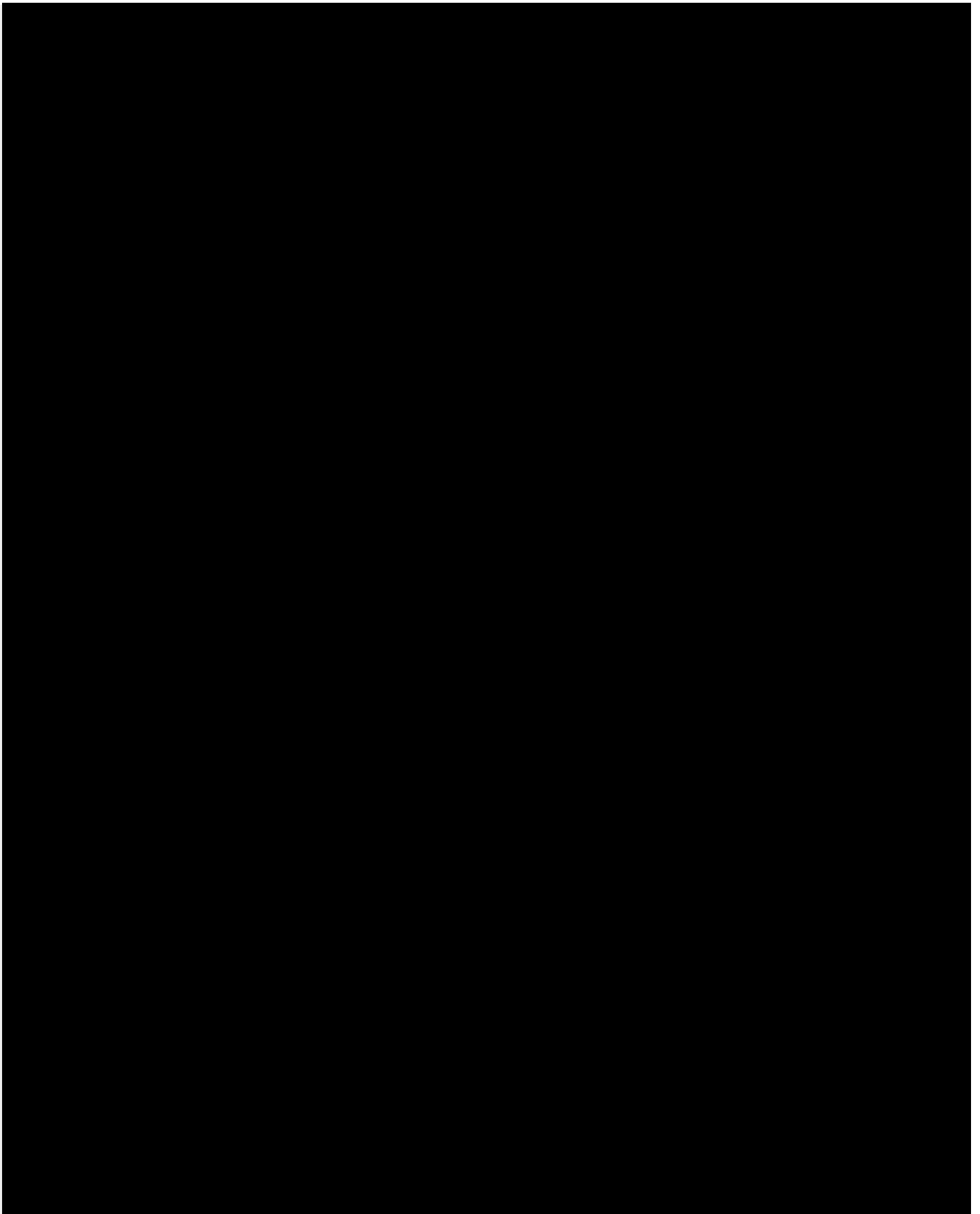


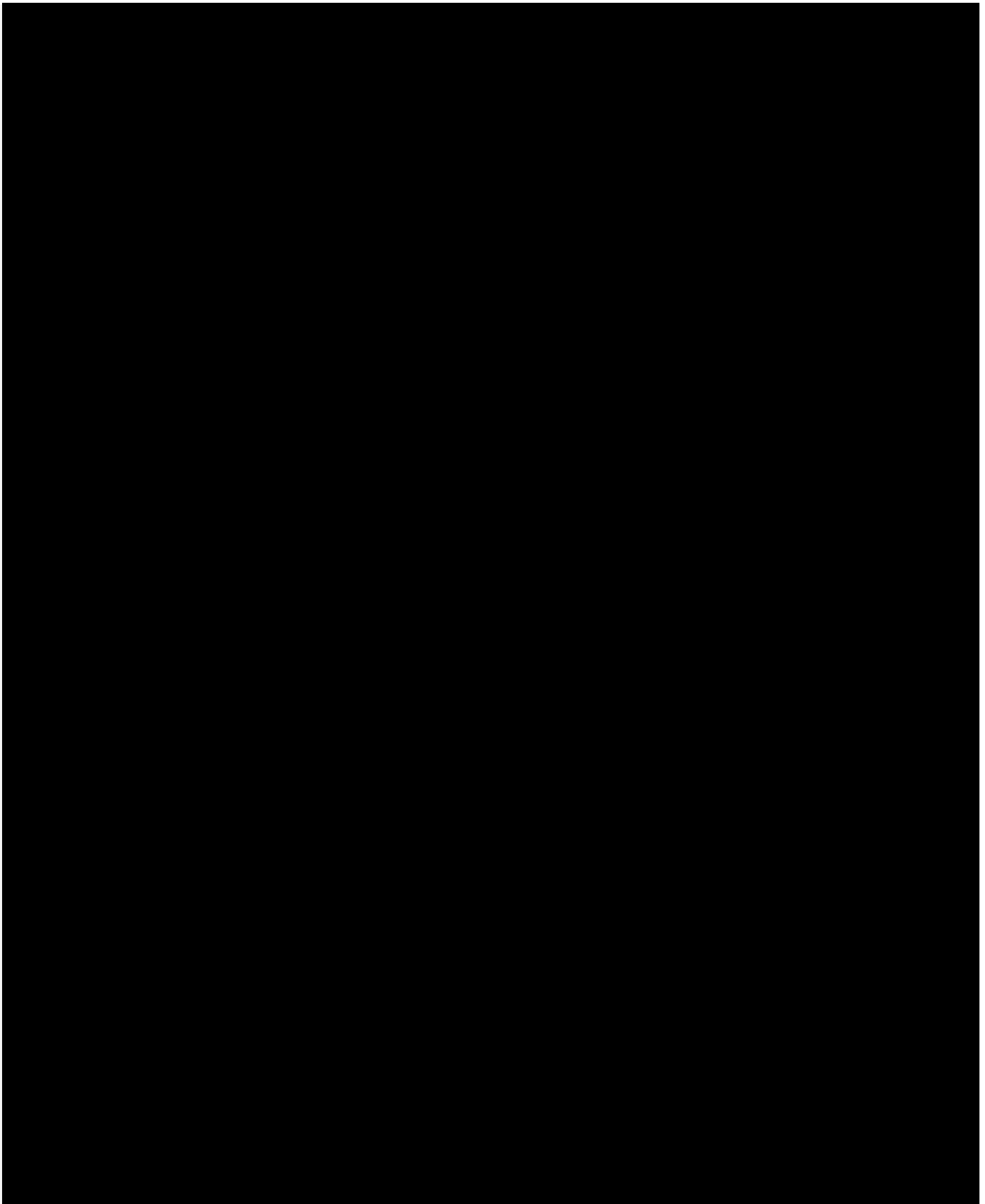


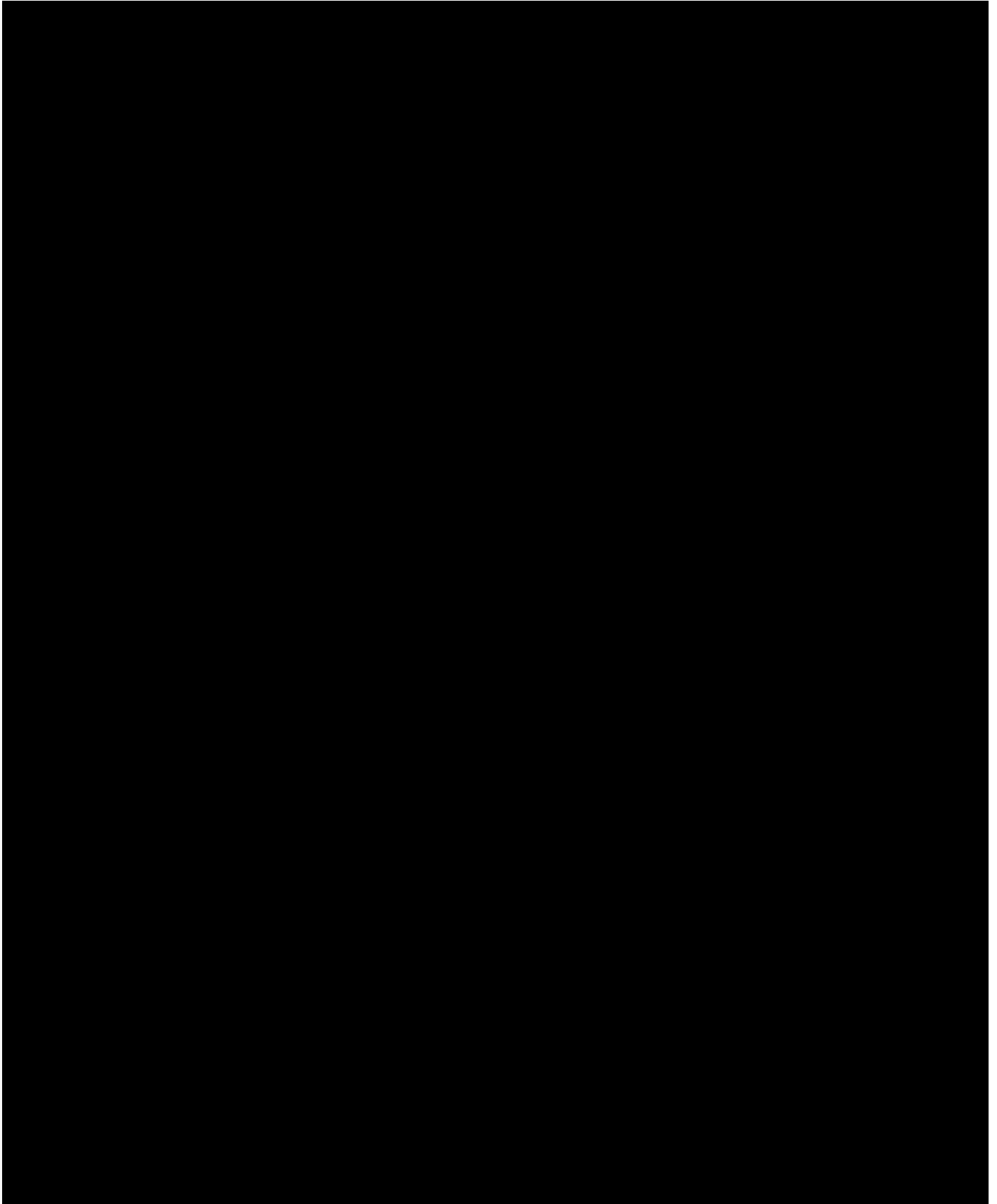


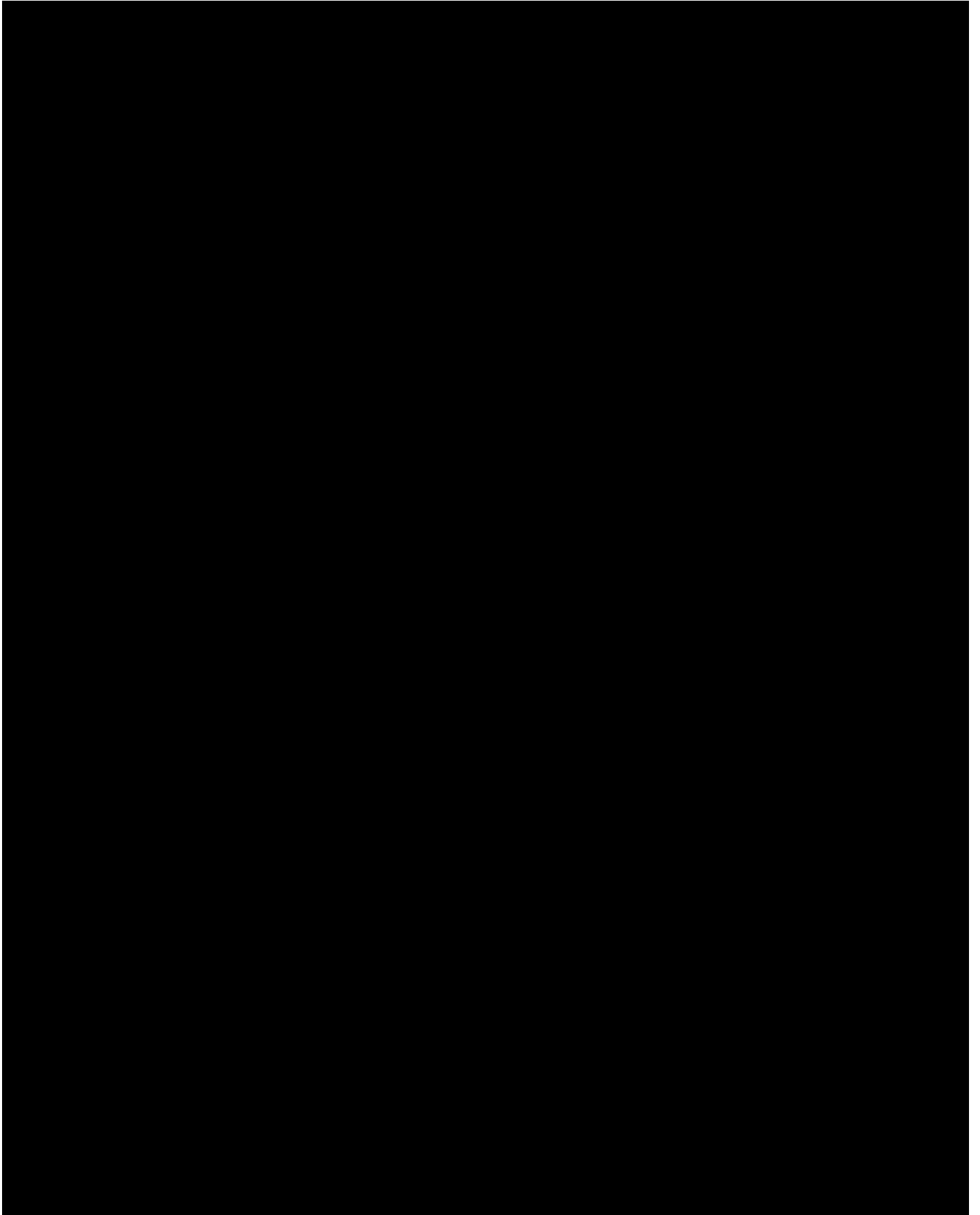


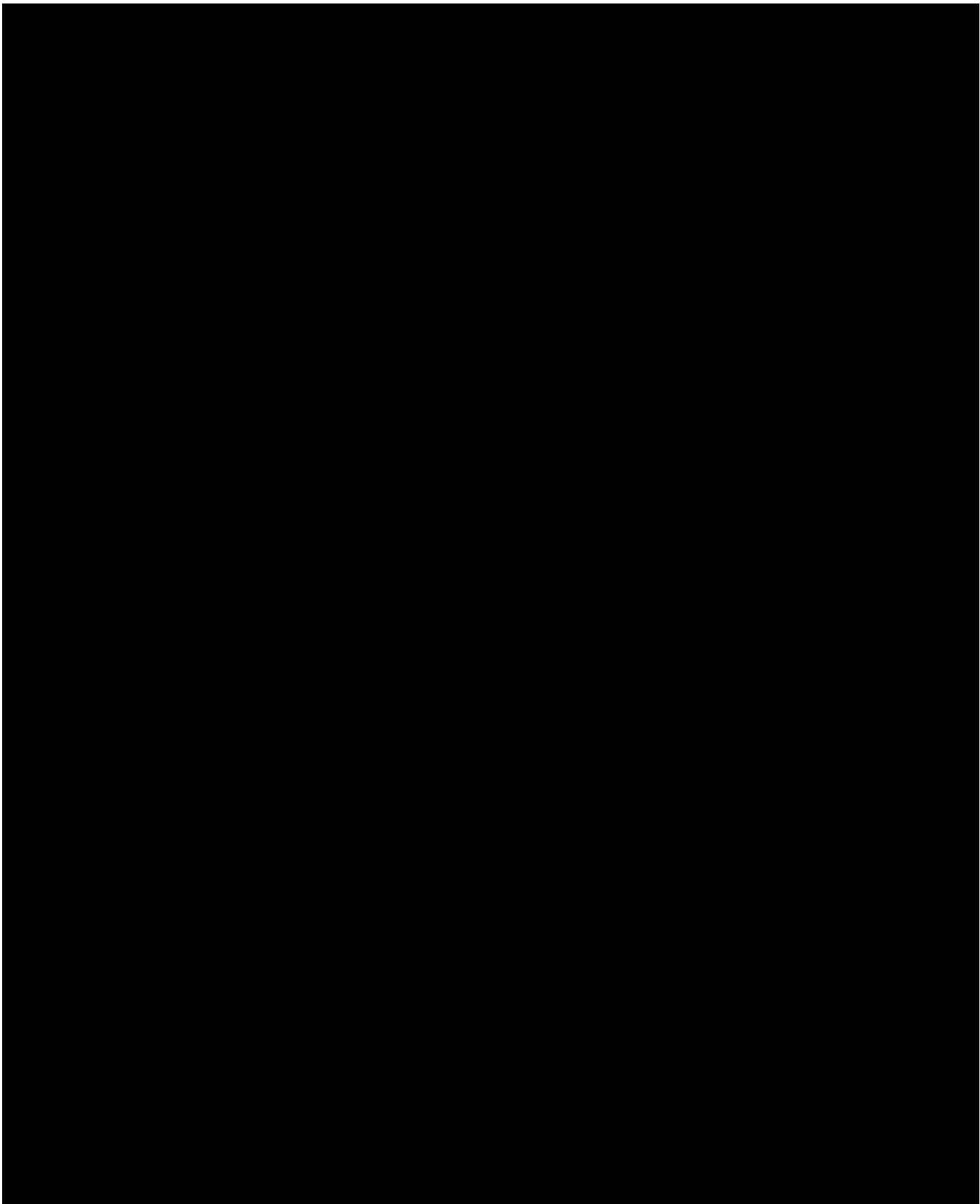


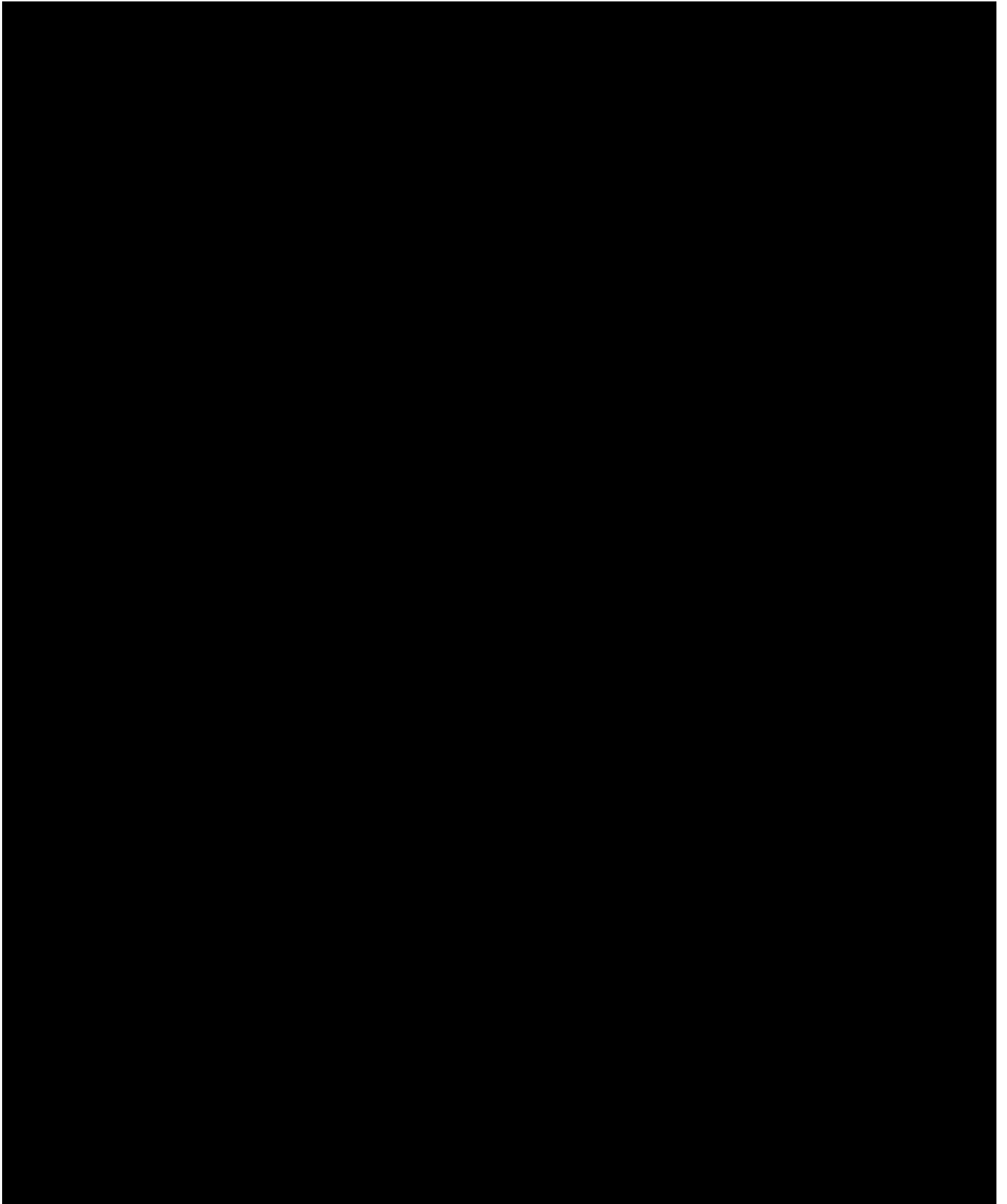


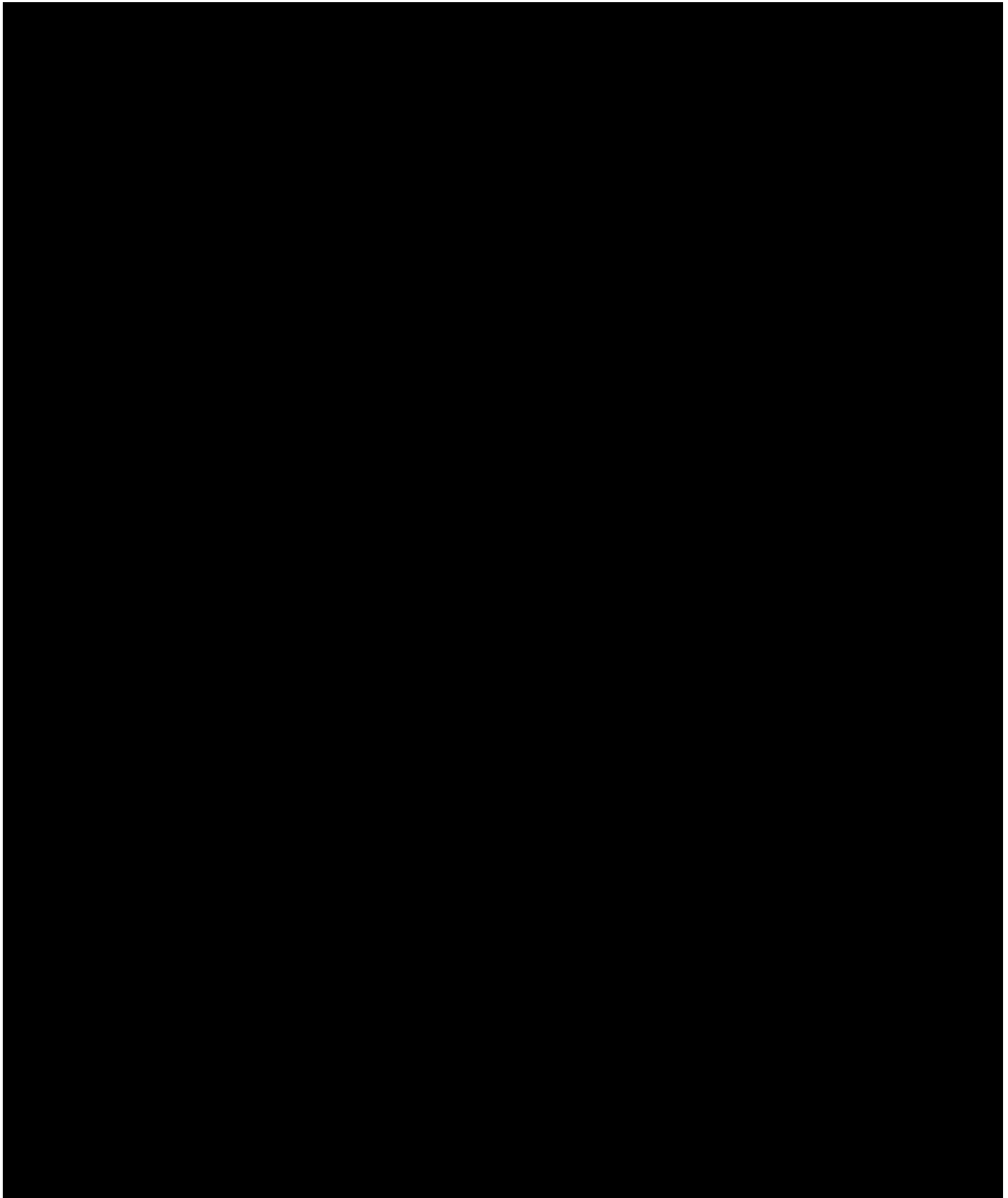


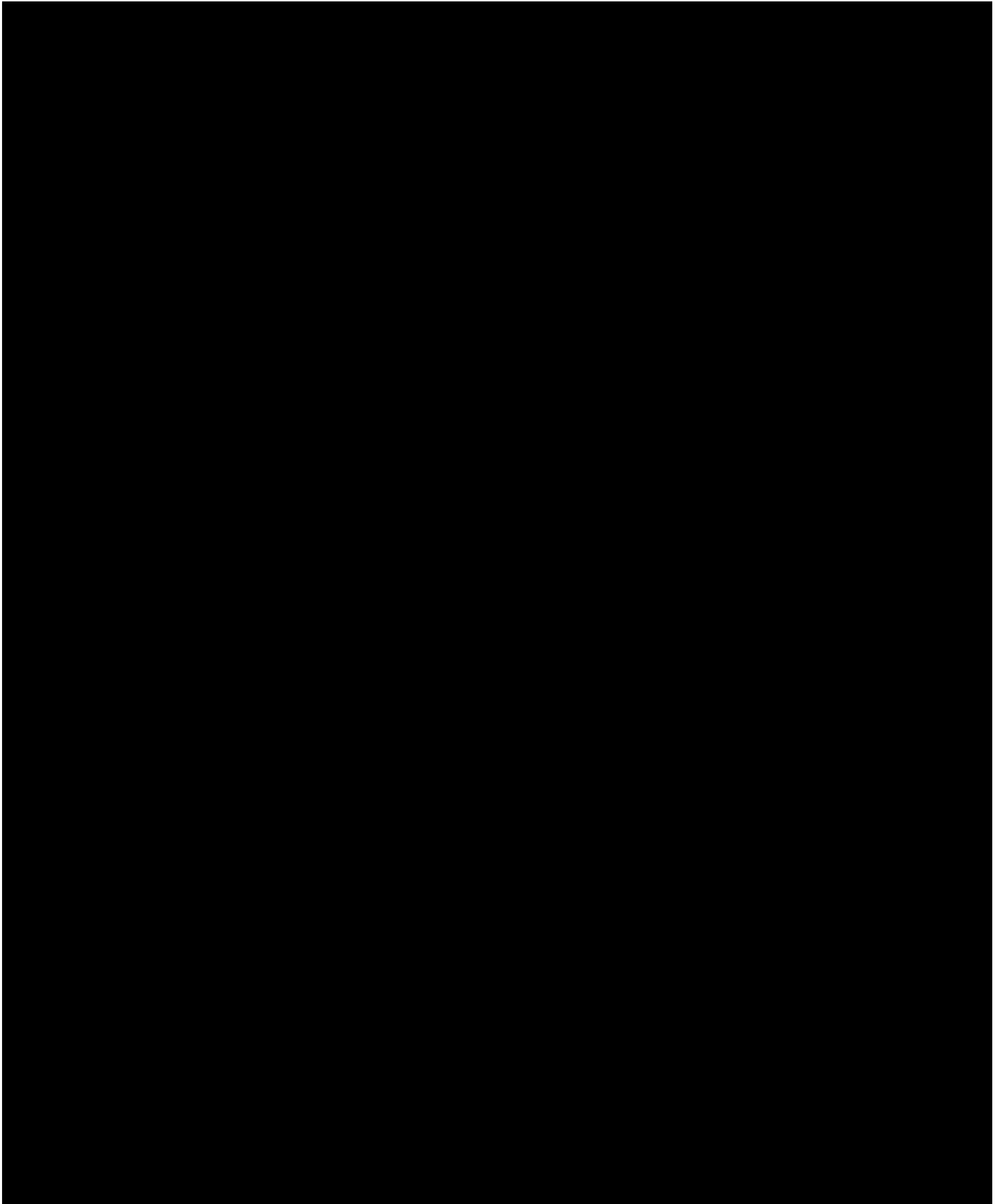






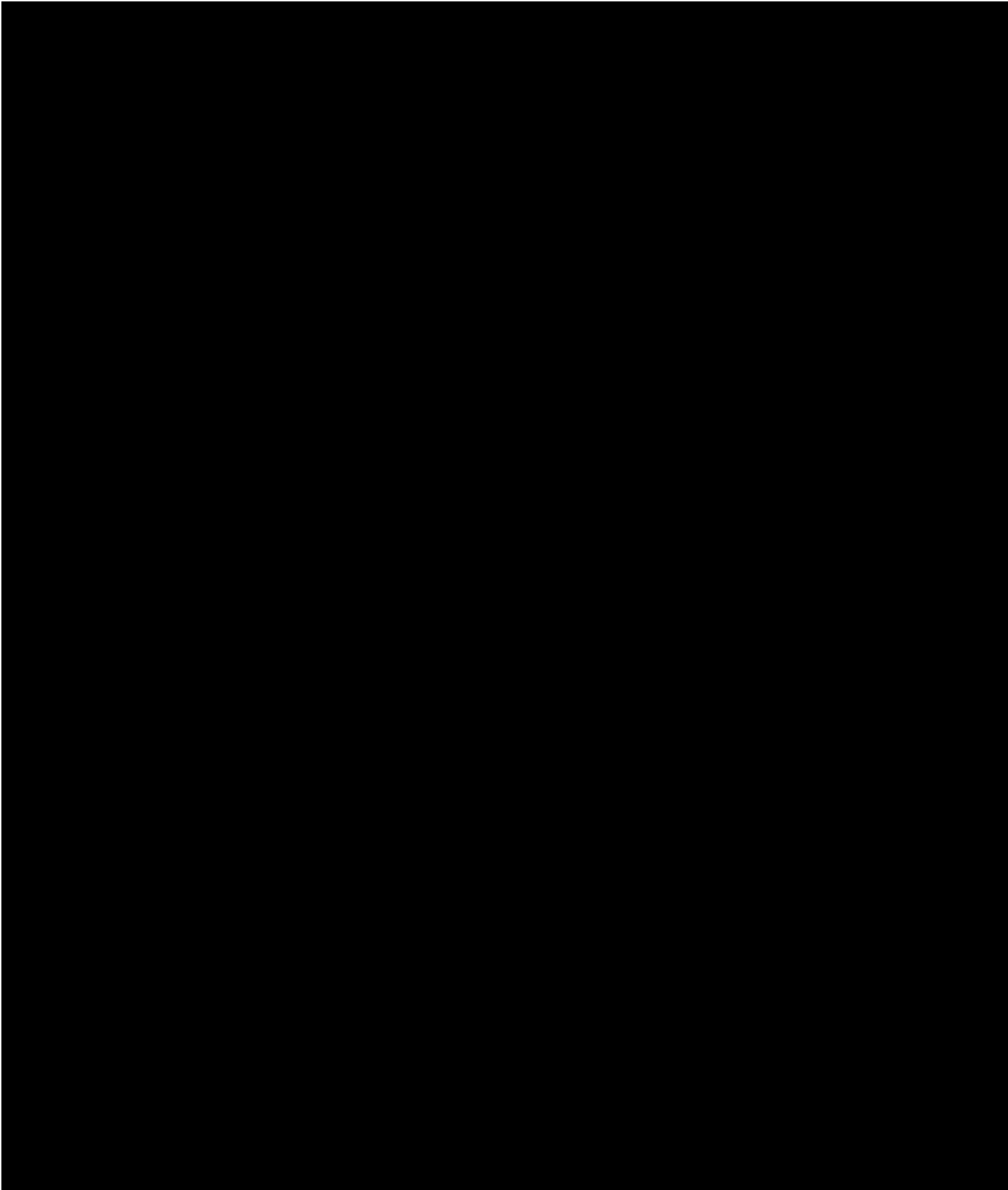


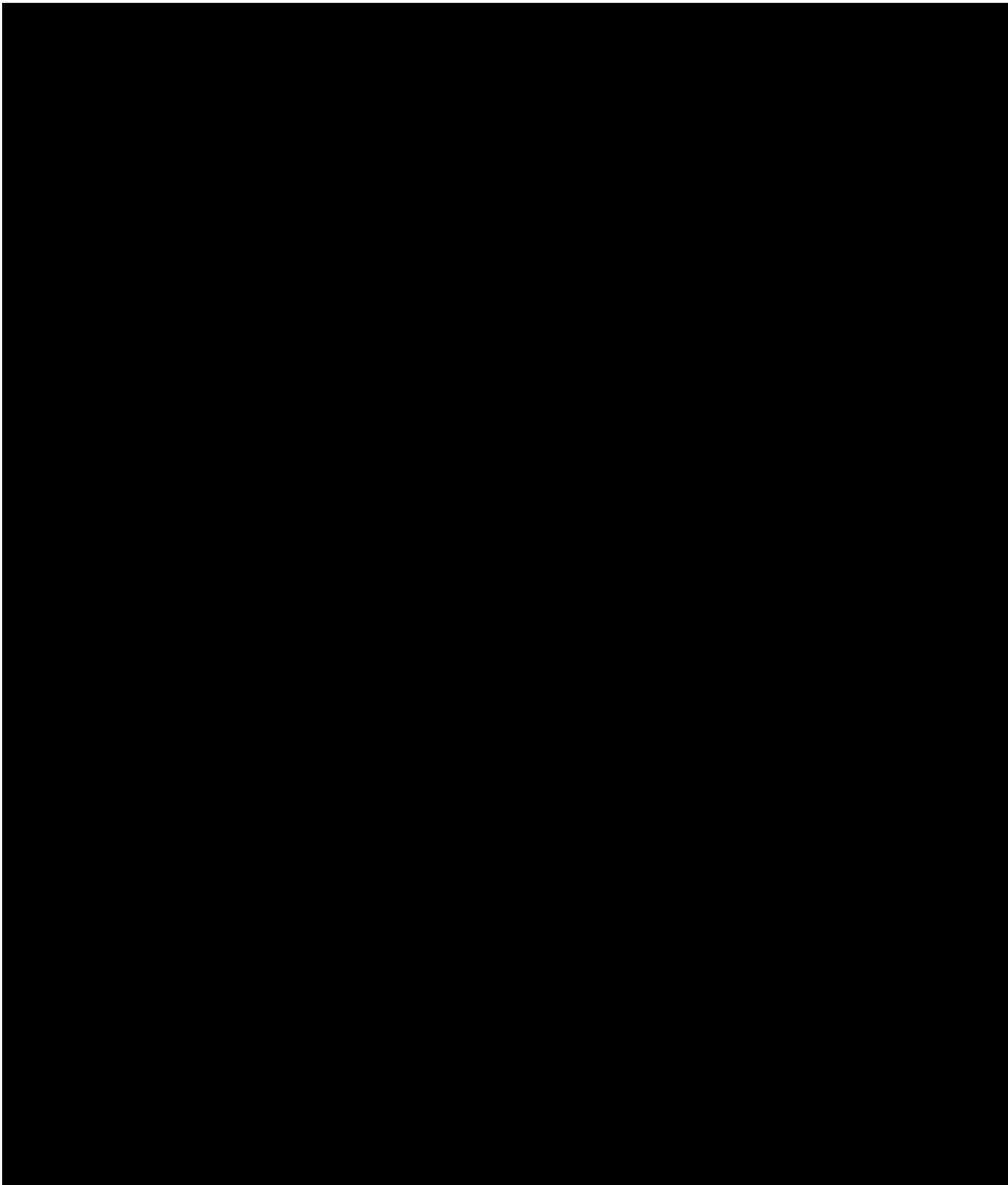


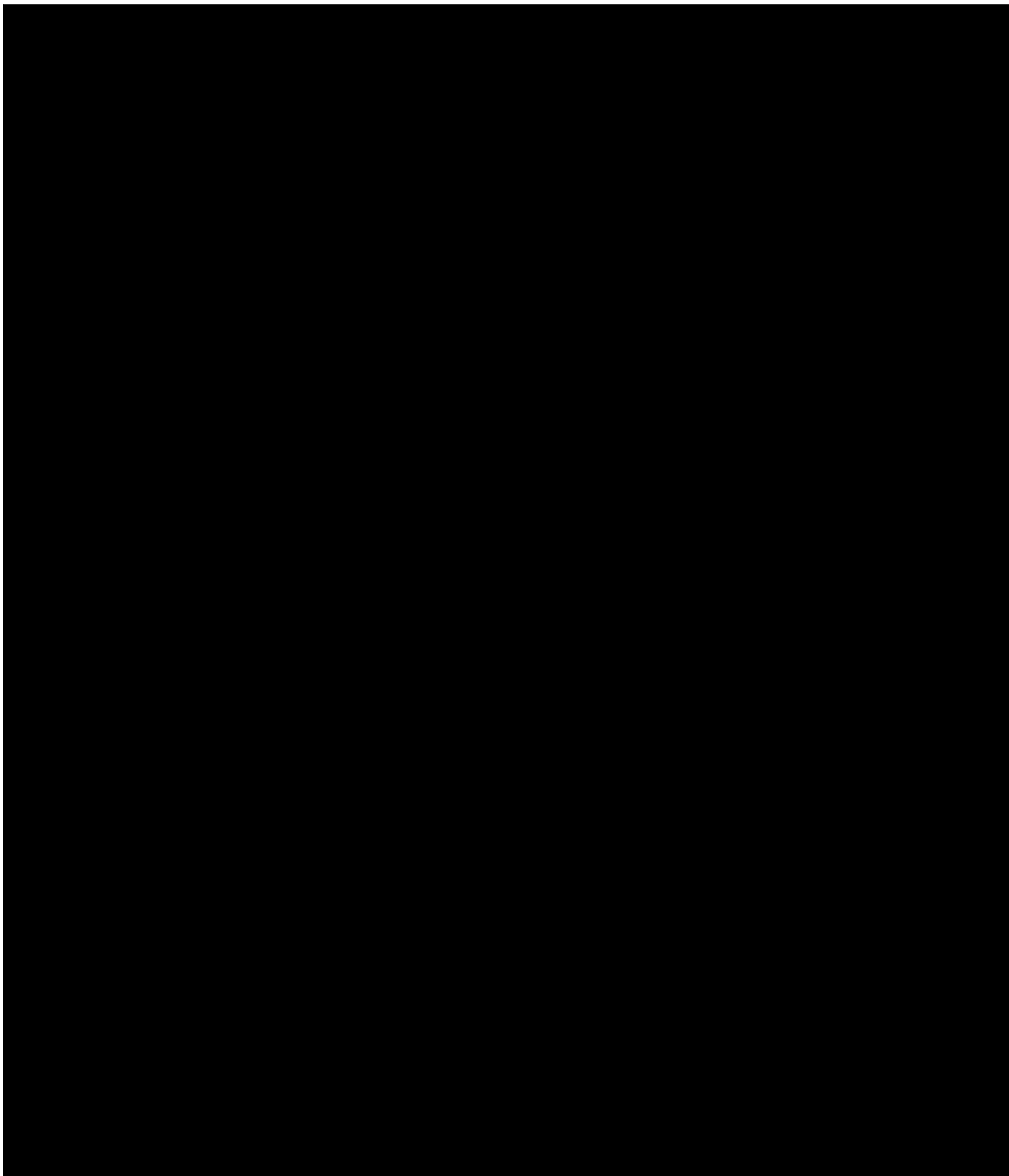


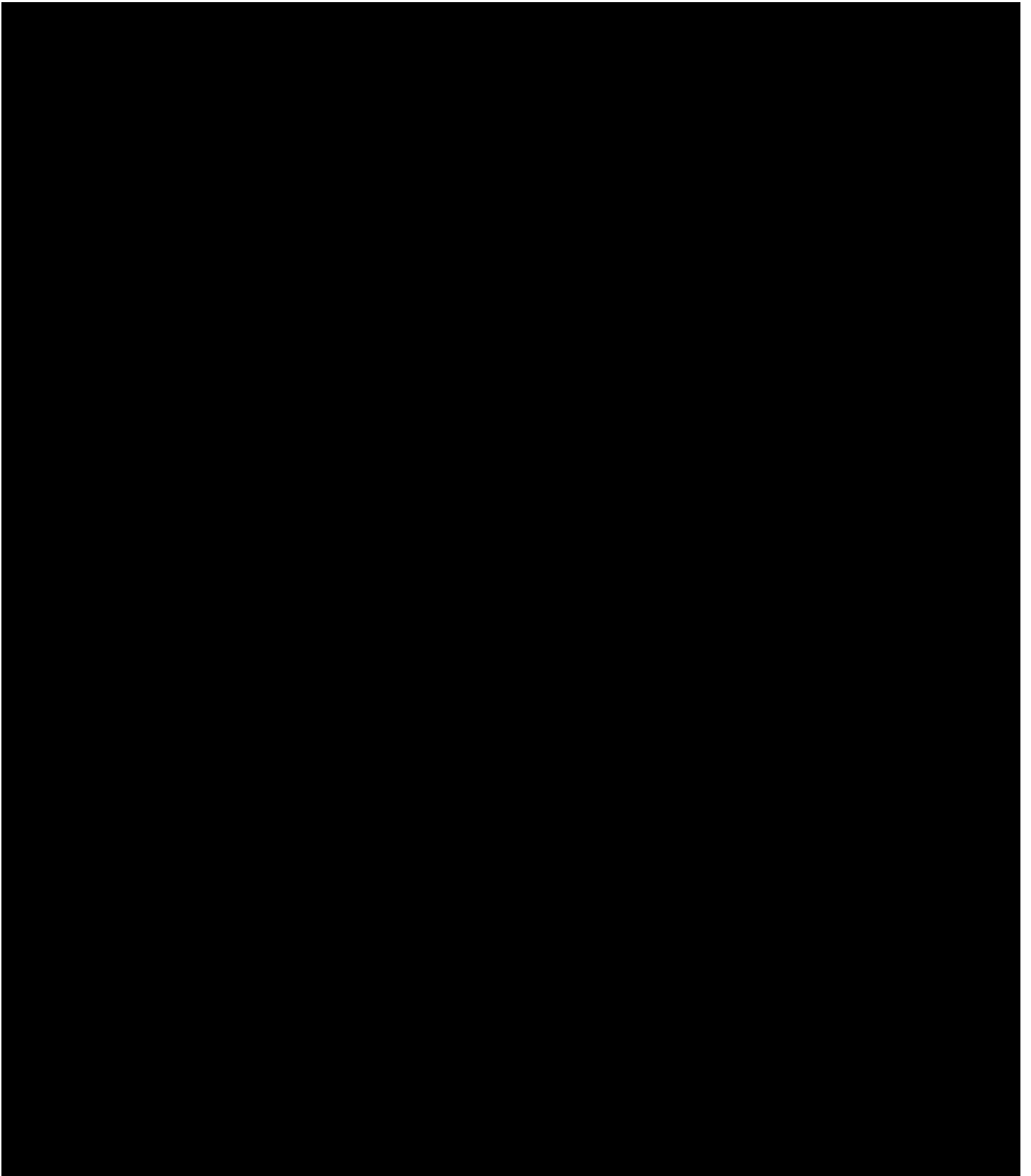


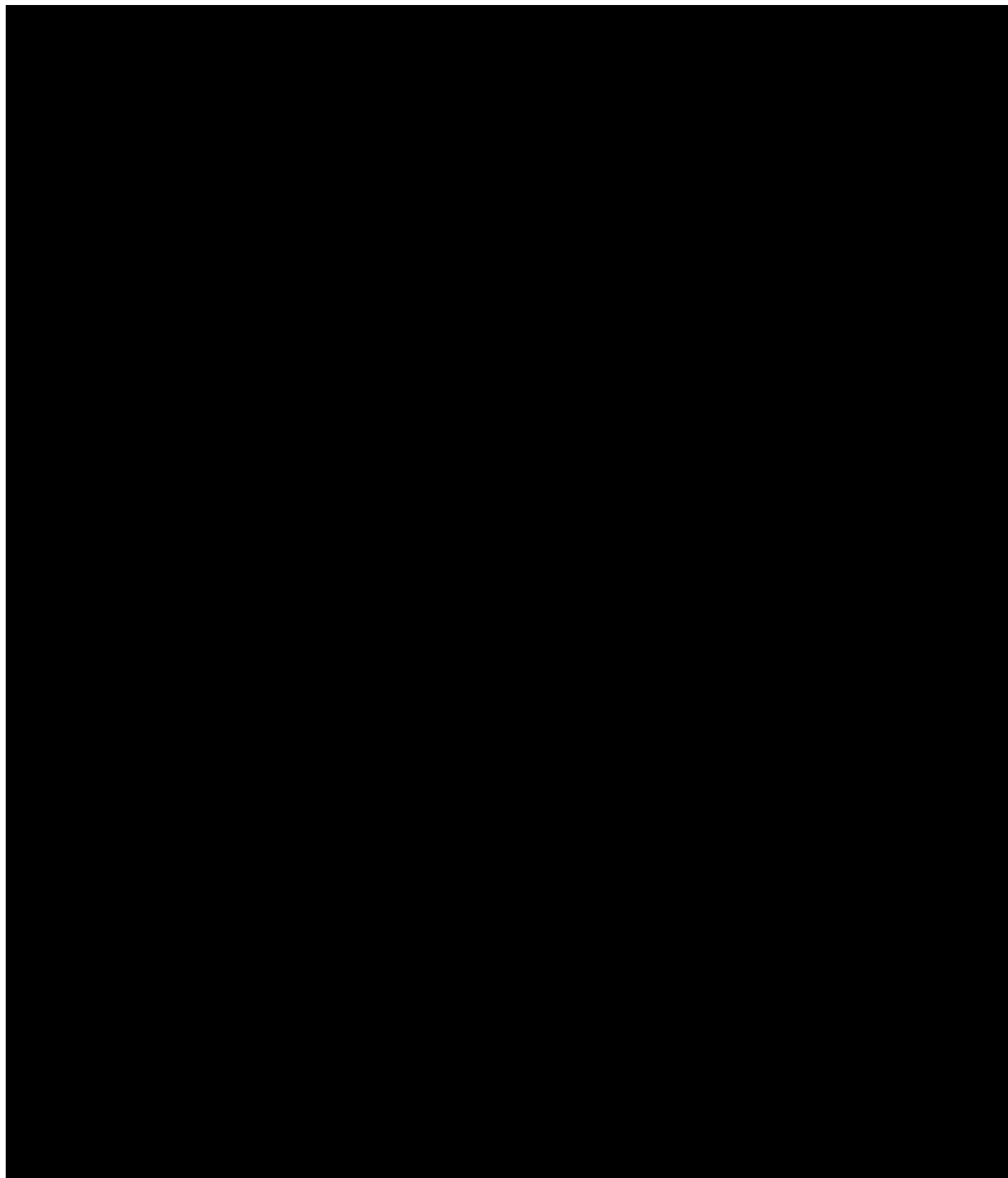
4

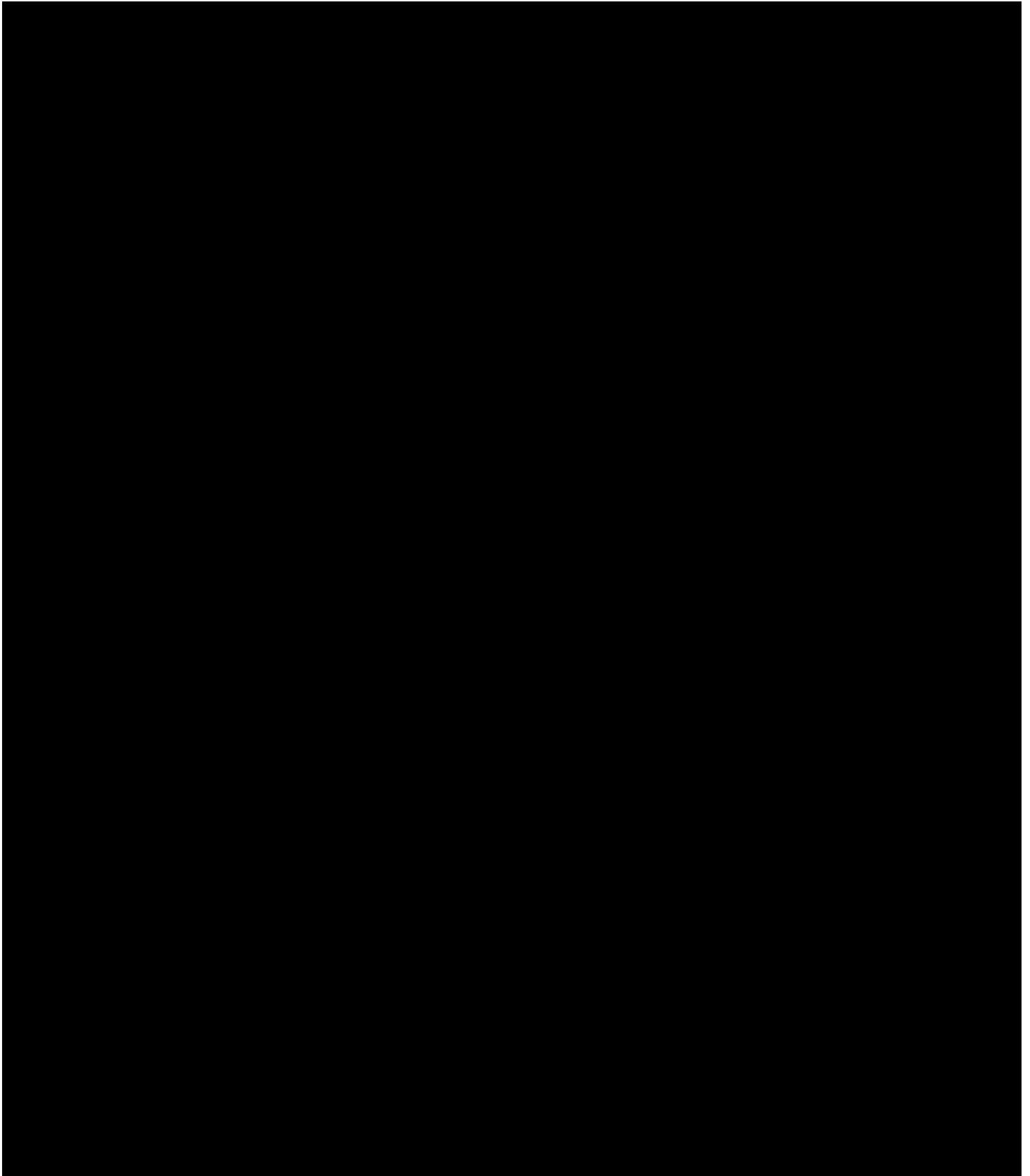






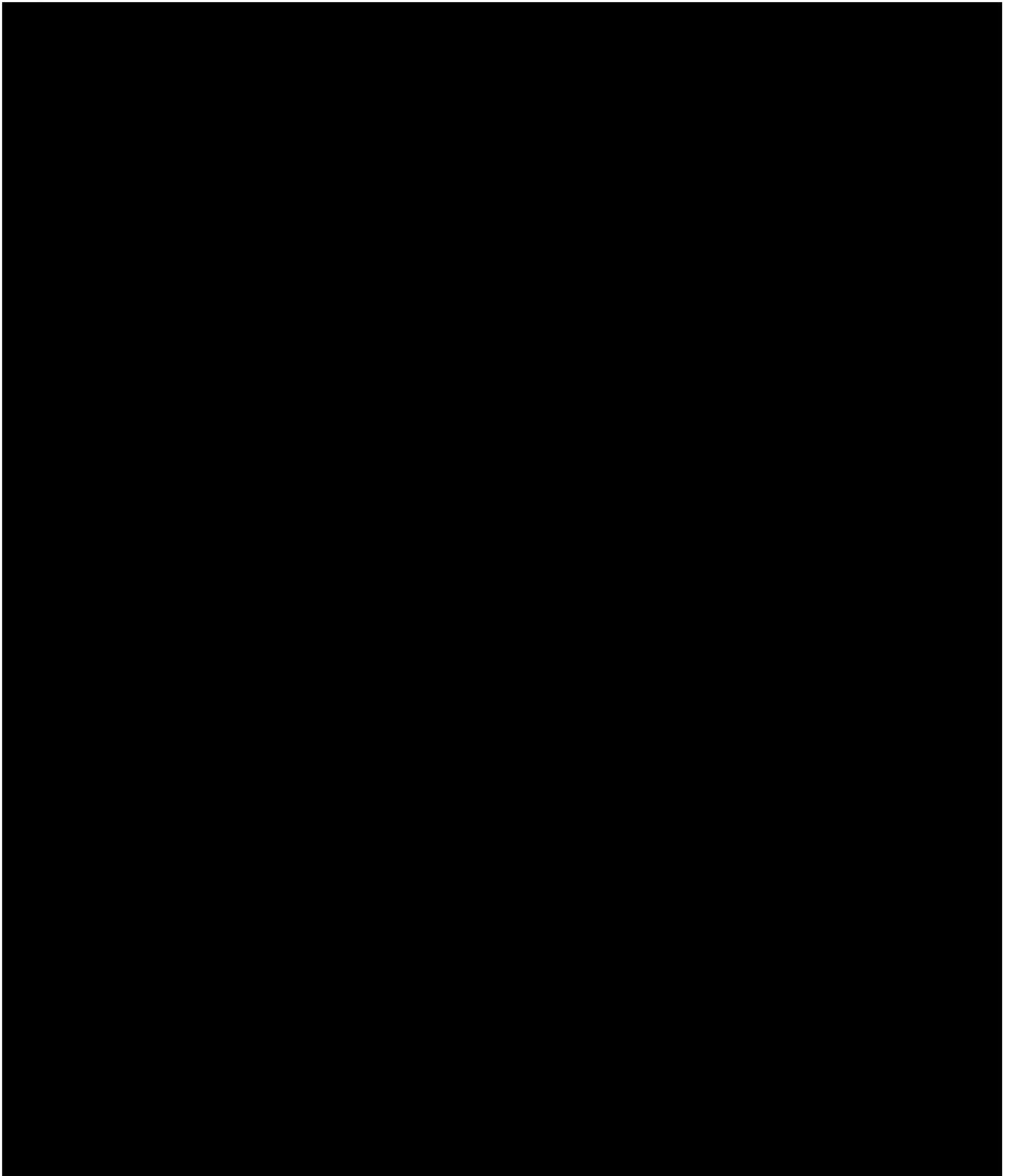


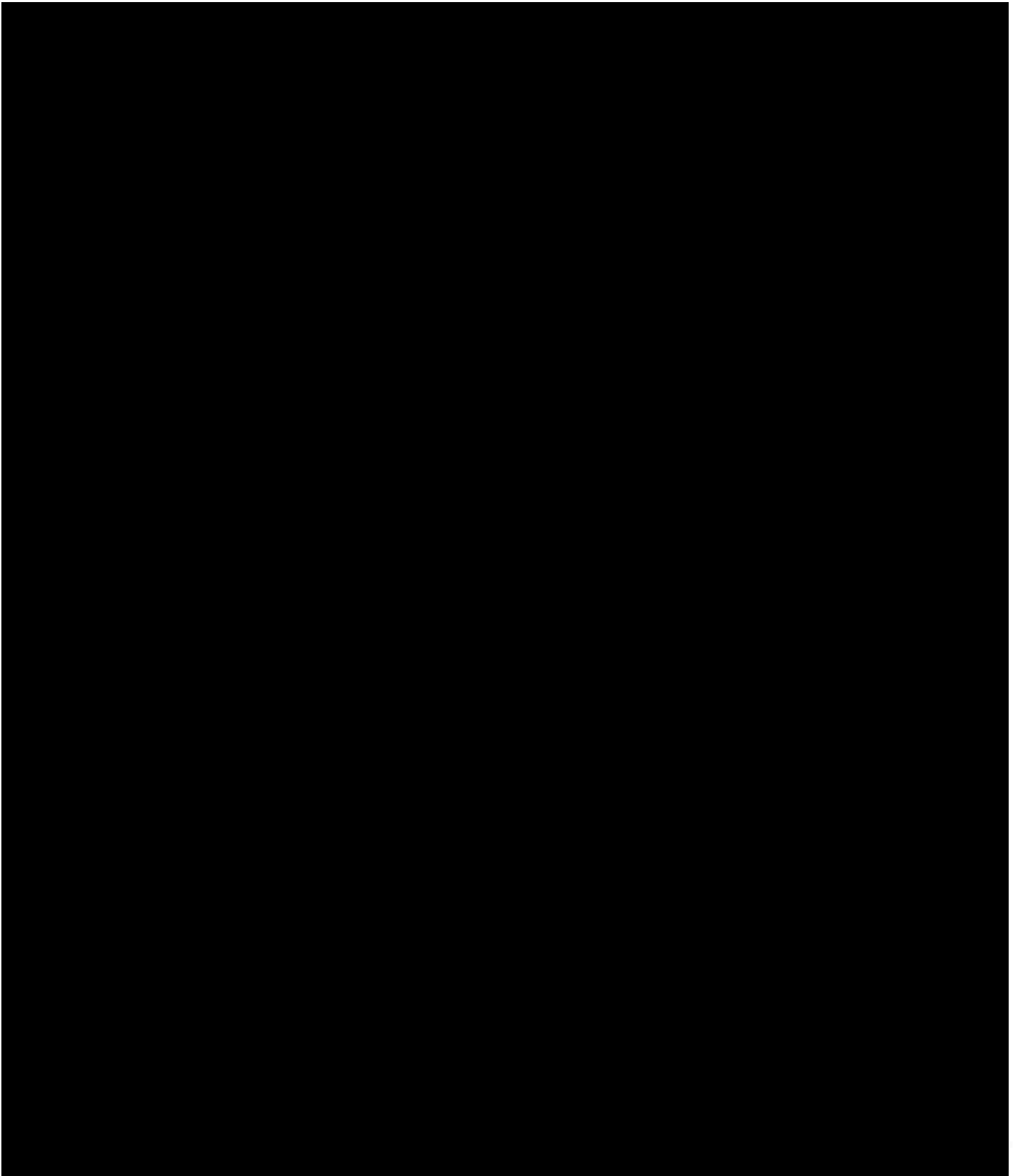


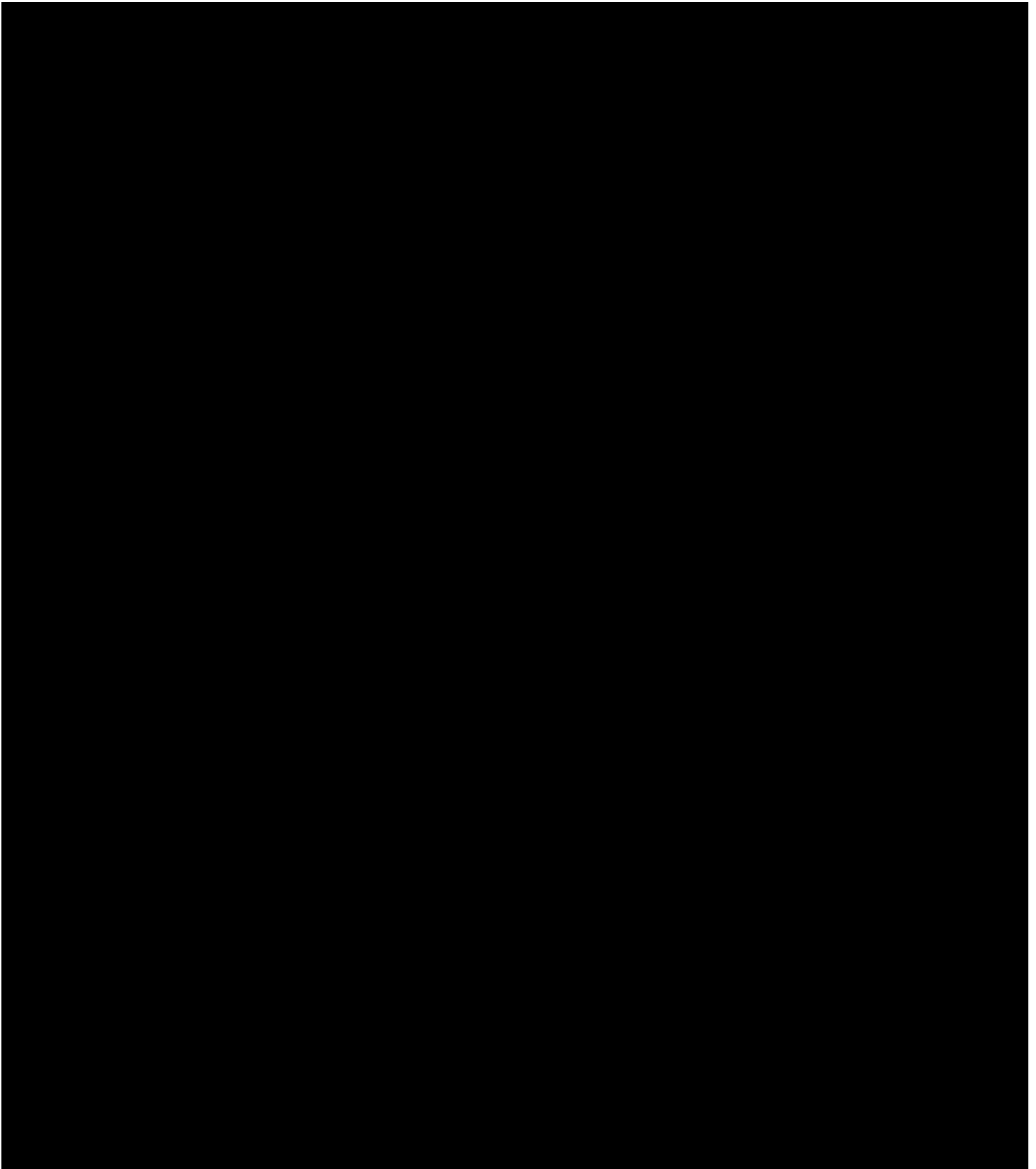


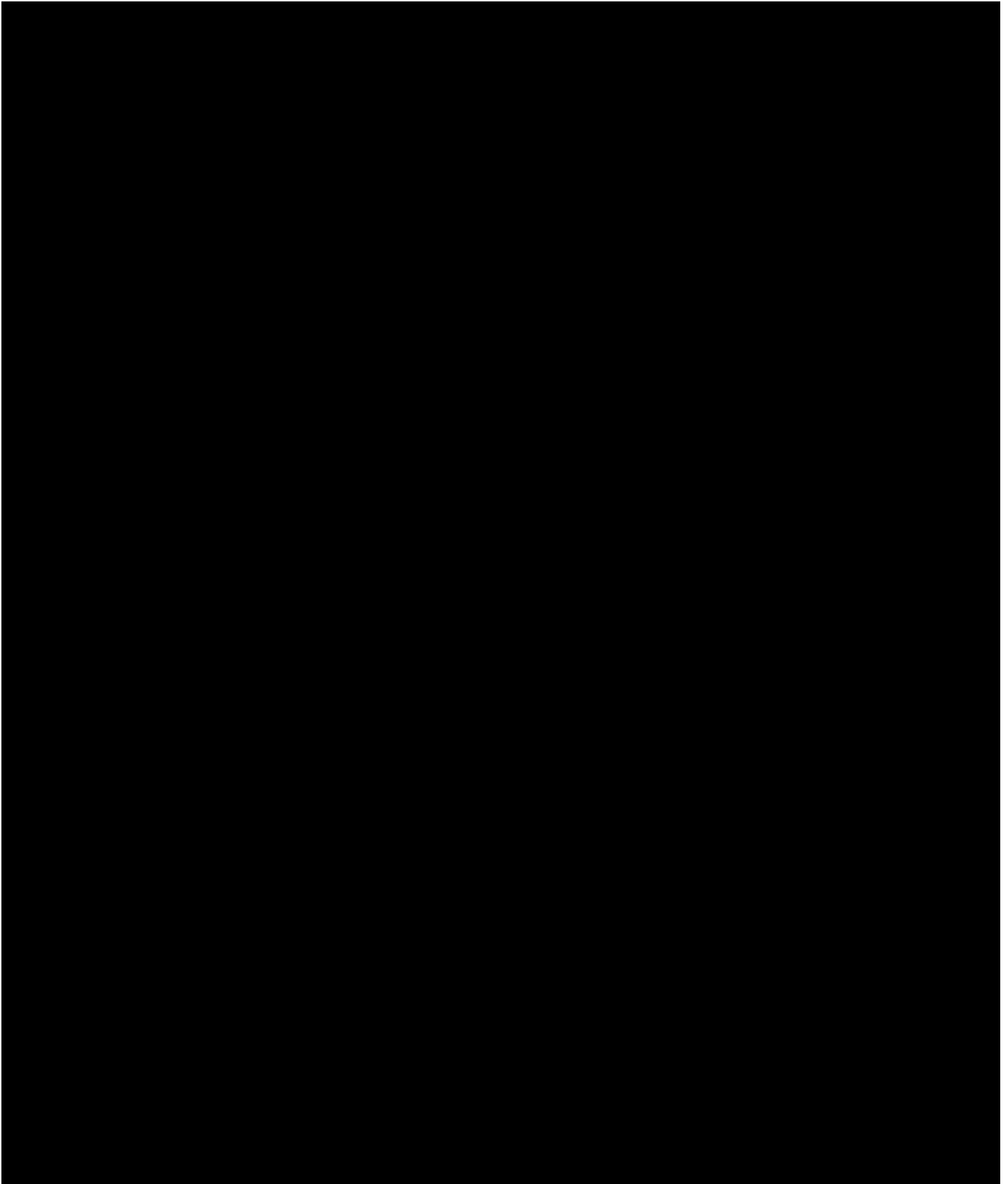


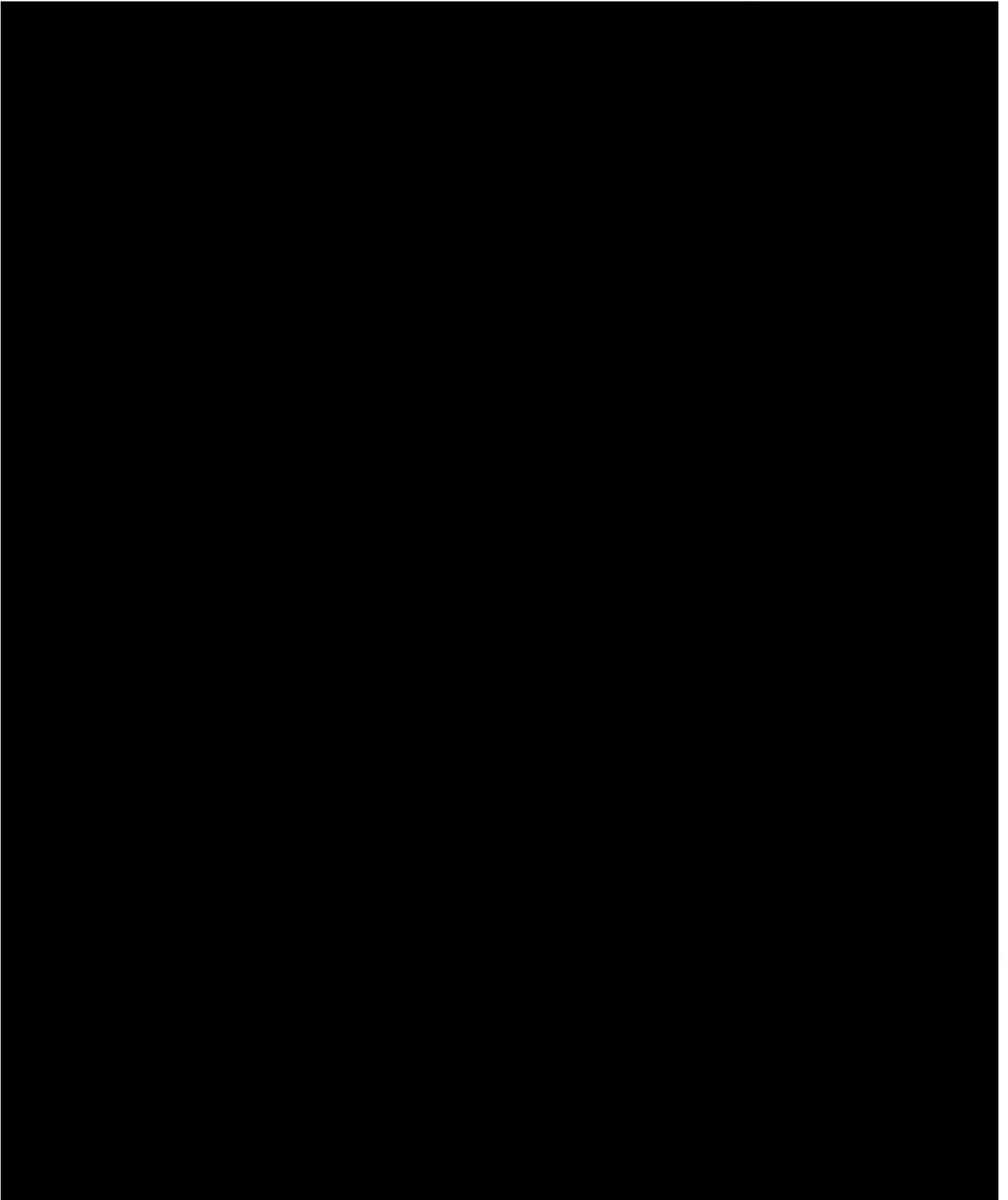
•

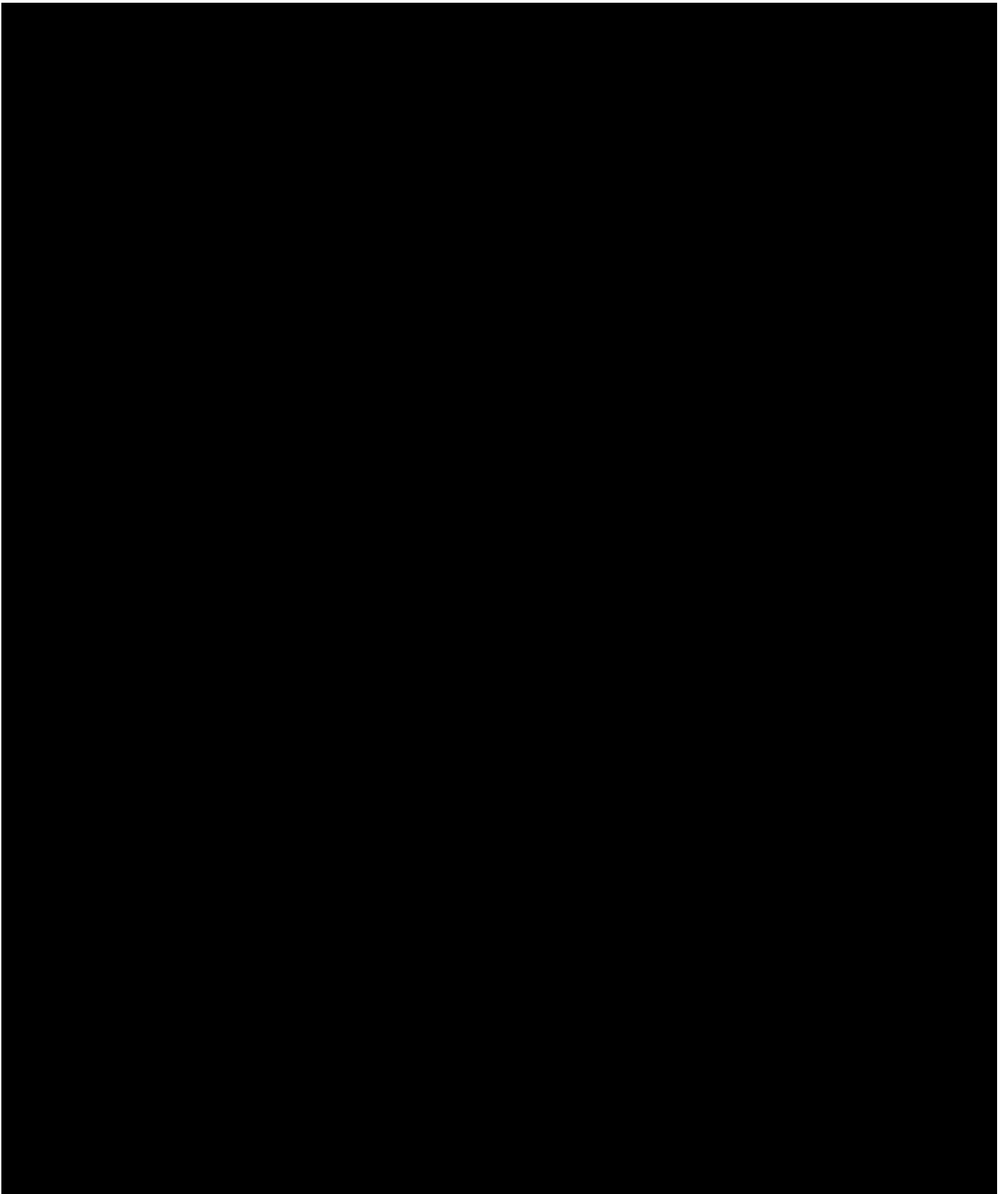














From: Craig Start
Sent: Thursday, October 22, 2015 4:58 PM
To: 'Kahn, Lin'
Subject: RE: Follow up information

Hi Lin,

Below is the contact information for Patrick Dunigan. We have not heard back from Darren Zwick yet. I will forward his information as soon as he signs off on it.

Thanks.

Craig

Here is Patrick Dunigan's contact info to the agency:
904-638-5520
pdunigan@hssone.com

From: Kahn, Lin [<mailto:lkahn@ftc.gov>]
Sent: Monday, October 19, 2015 6:03 PM
To: Craig Start
Subject: Follow up information

Craig,

Thanks again for taking the time to talk to us earlier today. We look forward to receiving Darren and your distributor's contact information after you have a chance to clear it with them.

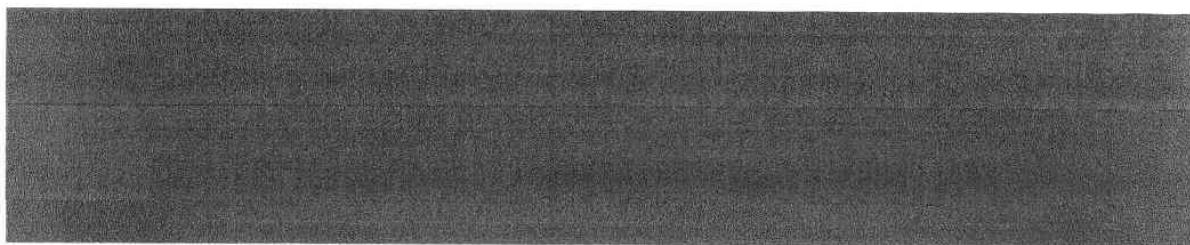
Thanks again.

Lin

Lin W. Kahn | Attorney
Federal Trade Commission
901 Market Street, Suite 570 | San Francisco, CA 94103 | 415-848-5115 | lkahn@ftc.gov



MDA000001



From: Craig Start
Sent: Wednesday, October 28, 2015 9:32 AM
To: 'Kahn, Lin'
Subject: RE: Follow up information

Hi Lynn,

Below is Darren Zwick's contact info.

I reviewed some old files since I talked to everybody the other day. One thing that was slightly different than I remembered it was that when Sempermed terminated out direct relationship with them the reason they gave us was that they had decided to concentrate on their "private label" business. Private Label meaning you buy a large quantity of the gloves and create your own brand identity rather than selling under the Sempermed name. The problem was not the brand identity so much as it was that you had to buy gloves in massive quantities that we were not in a position to do at the time.

You can call me if you have any questions.

Craig

Darren Zwick
Ansell/Microflex
Distribution Sales Manager - Dental
407-398-9844

From: Kahn, Lin [<mailto:lkahn@ftc.gov>]
Sent: Monday, October 19, 2015 6:03 PM
To: Craig Start
Subject: Follow up information

Craig,

Thanks again for taking the time to talk to us earlier today. We look forward to receiving Darren and your distributor's contact information after you have a chance to clear it with them.

Thanks again.

Lin

MDA000002

Lin W. Kahn | Attorney

Federal Trade Commission

901 Market Street, Suite 570 | San Francisco, CA 94103 | 415-848-5115 | lkahn@ftc.gov

MDA000003

From: Donovan Osio [donovan@tda.org]
Sent: Wednesday, October 28, 2015 12:14 PM
To: Craig Start
Subject: RE: ADA meeting?

Craig,

How does 2 pm central time work for you?

Donovan Osio
General Manager



1946 S. IH-35, Suite 400
Austin, TX 78704
T: (512) 443-3675
F: (512) 443-3031
<http://www.tdaparks.com>



If you do not wish to receive e-mail messages from TDA Perks, please reply to this e-mail and change the subject line to "Unsubscribe."

From: Craig Start [mailto:cstart@mdaifg.com]
Sent: Wednesday, October 28, 2015 11:52 AM
To: Donovan Osio <donovan@tda.org>
Subject: RE: ADA meeting?

FTC - it appeared that they were investigating the boycott that occurred at your show after the Source One endorsement. They were specifically interested in some of the things that have happened to us since we got into the glove business. I would like to chat a little on the that and hear your e-Scapes idea. Is there a good time to call you this afternoon or tomorrow sometime?

CS

From: Donovan Osio [mailto:donovan@tda.org]
Sent: Wednesday, October 28, 2015 10:36 AM
To: Craig Start
Subject: RE: ADA meeting?

Craig,

I won't be at the ADA meeting next week. However, I don't know if they were gun shy about discussing the plan because of me or not. I don't mind sharing the idea at all. I think if it works, it would really help out our for-profits. Who was the FTC calling about?

Donovan Osio
General Manager



Confidential

TDA_008618

1946 S. IH-35, Suite 400
Austin, TX 78704
T: (512) 443-3675
F: (512) 443-3031
<http://www.tdaperks.com>



If you do not wish to receive e-mail messages from TDA Perks, please reply to this e-mail and change the subject line to "Unsubscribe."

From: Craig Start [<mailto:cstart@mdaifg.com>]
Sent: Wednesday, October 28, 2015 9:27 AM
To: Donovan Osio <donovan@tda.org>
Subject: ADA meeting?

Hi Donovan,

Are you going to be at the ADA meeting in D.C. next week at all? If so I would like to get together for an hour at some point. The e-Scapes guys said you have a plan to quickly get the critical mass needed for advertising revenue to generate in Texas. They did not share any details (not sure if they don't know them or just weren't sure if they could share). I am curious to hear about it as of course we would like to get our critical mass up quickly here in Michigan as well.

Also got a call from the FTC the other day, I cooperated with their investigation. Curious to hear your take on it.

Craig

Craig Start, MBA, LIC
President

Quality Programs. Group Savings. Lower Dues.
MDA Insurance
3657 Okemos Road
Suite 100
Okemos, MI 48864-3927
(800) 860-2272 ext. 441
cstart@mdaifg.com

Receive a \$10 gift card just for requesting an auto/homeowners quote!

This transmission contains information that may be confidential or privileged and is intended only for the recipient identified above. If you received this transmission in error, please notify the sender immediately, delete all copies, and be aware that any disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. For your protection, insurance coverage cannot be bound, cancelled, or changed until confirmed directly with a licensed agent of MDA Insurance.

ENDORSEMENT GUIDELINES

08H-94
EC

Resolved, that the following procedures take place prior to submission of an entity/program for initial or renewal of endorsement/support of the Michigan Dental Association or its Board of Trustees:

Endorsements/Letters of Support

In order to determine whether the association or board of trustees will endorse or provide a letter of support to another entity or program, the following are to be considered prior to endorsement/support:

1. A detailed description of the entity or program.
2. A written request from the entity or program, providing specifics on why endorsement/support is sought.
3. A determination as to whether a component or specialty dental society has provided endorsement/support.
4. Determination of membership status of any dentists involved in the entity/program.
5. Determination of impact that endorsement/support would have on the MDA.
6. Determination of the entity/program's funding sources.
7. Determination of any potential liability to the MDA.
8. A review of all association and board policies, if such exist, that pertain to the entity/program/concept.
9. Determination as to whether the entity/program/concept meshes with the association's planning priorities and mission statement.
10. Determine if endorsement/support would be cause for a charge of conflict of interest.
11. Determine whether the ADA has policy and/or a position on the entity/program/concept.
12. Set forth any consideration, monetary or otherwise, for the MDA.
13. All endorsements are reviewed/evaluated on an annual basis by the Executive Committee.



CONFIDENTIAL

MDA000011

An overview for companies interested in becoming an ADA Business Enterprises Endorsed Provider.

ADA Business Enterprises, Inc. 2016



RESEARCHED.
PROVEN.
ENDORSED.

ADA
Business Resources™



ADA-0000001

Table of Contents

| | |
|--|-----------|
| 1. INTRODUCTION | 3 |
| 2. GENERAL INFORMATION | 4 |
| A. BACKGROUND ABOUT THE ADA | 4 |
| B. BACKGROUND ABOUT ADA BUSINESS ENTERPRISES, INC..... | 5 |
| C. ADA BUSINESS RESOURCES | 5 |
| 3. THE PARAMETERS OF ENDORSEMENT..... | 7 |
| 4. REQUIREMENTS OF ENDORSED COMPANIES | 8 |
| A. UPHOLDING ADABEI'S BEST-IN-CLASS REPUTATION..... | 8 |
| B. FINANCIAL REQUIREMENTS | 8 |
| C. MARKETING REQUIREMENTS | 9 |
| D. REPORTING REQUIREMENTS..... | 10 |
| E. CONTRACTUAL REQUIREMENTS | 10 |
| 5. THE BENEFITS OF BECOMING AN ENDORSED COMPANY | 11 |
| A. EXPERTISE OF ADABEI STAFF | 11 |
| B. LEVERAGING THE BRAND | 11 |
| C. ACCESS TO ADA MEMBERS..... | 13 |
| D. OTHER OPPORTUNITIES | 13 |
| 6. WE INVITE YOU TO SUBMIT A PROPOSAL TO ADABEI..... | 14 |
| 7. ADDITIONAL TERMS..... | 15 |

We partner with exceptional companies who offer great services and savings for our dentists. We're happy you want to be a part of making this possible.

1 Introduction

Thank you for your inquiry about an endorsement with ADA Business Enterprises, Inc. ("ADABEI"), a wholly owned subsidiary of the American Dental Association, the largest nationwide association of dental professionals. We are always happy to learn more about how we could partner together to benefit the dentists we serve.

This is a tough process, but the outcomes are worth it.

Our organization is highly selective in determining appropriate companies to evaluate for an endorsement. After all, our members are counting on them to research and vet the best products and services to carry our endorsement. The information provided in this document will **educate interested parties on the parameters and requirements of product or service endorsements with ADABEI**, as well as clarify the many benefits a company receives.

Narrowing down the field.

We receive many inquiries from companies that feel they have a product or service that can benefit our members. Only after conducting a thorough evaluation of the potential endorsed company, including rigorous financial and operational due diligence, will a company be considered for endorsement. Traditionally, only one to two new products or services are added to the program per year.

Our reputation is built on focusing on the details.

We make a commitment to ADA members to provide the best quality resources at values they usually cannot find elsewhere. Please consider your company's qualifications for inclusion in this program carefully. If you believe there is a match, **please respond in writing to the questions in Section 6** of this document.

First, a little bit about us.

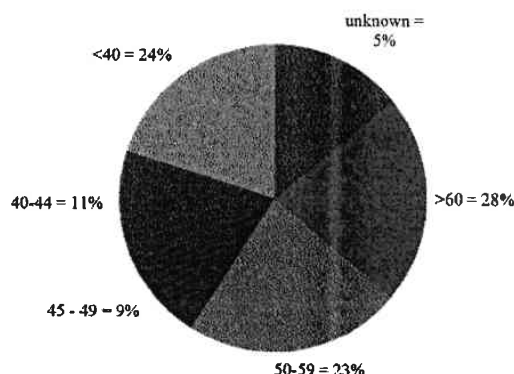
2 General Information

A. Background about the ADA

Founded in 1859, the ADA is the leading national association of dentists in the United States. Our membership is currently approximately 159,000 professionals. The Association offers a wide variety of products and services to its members, ranging from scientific and clinical resources, insurance and retirement programs, and best-in-class publications such as JADA (Journal of the American Dental Association).

The ADA is just one of several professional associations a dental professional can join and we often collaborate with other associations. For more than 90 years, the ADA, together with state and local (city or county) dental societies, has functioned as a three-tiered organization called a Tripartite. To become a member of the ADA, a dentist is required to join in all three organizational levels. While retaining their autonomy as individual dental associations, the national, state and local organizations work together for all members.

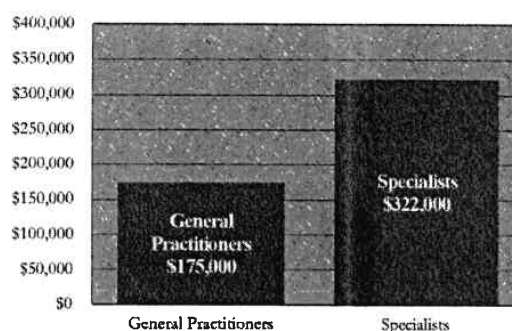
Age Distribution of ADA Members



Other key statistics about ADA members include:

- 159,226 total members
- 127,895 active licensed members
- 28% are women
- 26% have been in practice less than 10 years
- 80% practice full time
- 77% are owners of their practice

Average Income of ADA Members



B. Background about ADA Business Enterprises, Inc.

ADABEI was founded with the belief an ADA membership would be more valuable to dentists if it included acquisition of significant member discounts on products and services they use in their practices as well as in their personal lives.

With the buying power of more than 159,000 members, the volume of business conducted through ADABEI delivers a win-win relationship between members and our endorsed companies.

ADABEI's mission is as follows:

| | |
|----------|---|
| Mission: | ADA Business Enterprises, Inc. (ADABEI) leads in the development of revenue generation by providing best-in-class products, services and opportunities that create value. |
|----------|---|














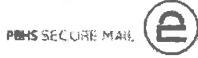


A strong brand and an impressive track record.***C. ADA Business Resources***

ADABEI currently markets the products and services we endorse under the brand ***ADA Business Resources***. The brand has high recognition among ADA members for providing access to quality products and services for dental practices. Today over 163,000 ADA members have utilized one or more products in the ADA Business Resources program.

ADABEI has pursued an aggressive marketing campaign to raise awareness among ADA members. From direct mail brochures, self-mailers and emails, the program drives approximately 25,000 leads to the endorsed companies annually.

ADA Business Enterprises, Inc. - Product Endorsement Information

The current list of ADA Business Resources providers is listed below:

| | Product / Service | Provider | |
|----|--|---------------------------------|---|
| 1 | Amalgam Recovery Program | HealthFirst |  |
| 2 | Appliances | Whirlpool Inside Pass Program |  |
| 3 | Apparel for Staff | Lands' End Business Outfitters |  |
| 4 | Commercial Real Estate | Wells Fargo Practice Finance |  |
| 5 | Credit Card | U.S. Bank |  |
| 6 | Credit Card Processing | Chase |  |
| 7 | Luxury Vehicles | Mercedes-Benz |  |
| 8 | Marketing Services/Website Design | PBHS, Inc. |  |
| 9 | Message On-Hold | InTouch Practice Communications |  |
| 10 | Patient Charts (Online & Paper) & Online Data Backup | The Dental Record |  |
| 11 | Patient Financing | CareCredit |  |
| 12 | Payroll | SurePayroll |  |
| 13 | Practice Financing | Wells Fargo Practice Finance |  |
| 14 | Secure Communication Solutions | PBHS, Inc |  |
| 15 | Sharps Management | HealthFirst |  |
| 16 | Shipping | UPS |  |

Who is the best fit to be an endorsed provider?

3 The Parameters of Endorsement

ADABEI has specific parameters for the types of products and services we endorse. We are not seeking to endorse products and services that are clinical or scientific in nature, including dental supplies or equipment, nor will we evaluate products that are currently offered by the ADA (such as continuing education, insurance or investment products). Additionally we will not evaluate any products that are similar to products that are already in the ADA Business Resources program.

ADABEI will only consider companies that have all of the following attributes:

| | Product / Service | Provider |
|---|---------------------------------|---|
| 1 | Experience with Dentists | <i>A company that currently provides its product or service to some ADA members is preferred, but applicable experience with medical practices or small businesses will also be considered.</i> |
| 2 | Member Benefit | <i>The company either (i) helps the practice and dental staff to operate more smoothly and efficiently, or (ii) delivers exceptional personal value to the ADA member and his/her staff.</i> |
| 3 | Member Need | <i>There is a clear and <u>proven</u> member need for the product or service among a significant portion of ADA members.</i> |
| 4 | Unique Member Offer | <i>The product or service must be more attractive than what can be found in the general marketplace (i.e. lower price or enhanced, personalized service).</i> |
| 5 | Tailored Operations | <i>The company must understand how to manage an affinity relationship and must customize its products and operations to the unique needs of ADA members.</i> |

Putting your reputation together with ours.

4 Requirements of Endorsed Companies

A. Upholding ADABEI's Best-in-Class Reputation

ADA Business Resources brand positioning is centered on providing access to very high quality products and services at discounts that are not available through other channels or in the general marketplace. ADABEI will only consider endorsements for companies that currently provide a proven value to dentists and their practices. ADA members expect us to uphold their high standards of value and service and they will not hesitate to call and voice their opinions to THAT effect. As a result of our organization's strong affinity with members, ADABEI conducts rigorous financial and operational due diligence on all potential endorsed companies prior to actual endorsement.

Financial Due Diligence

As a part of the endorsement process, ADABEI performs extensive due diligence on the company's financial performance including a review of balance sheets and cash flow statements. This also includes privately held companies.

Operational Due Diligence

ADABEI has very high expectations for endorsed companies in terms of streamlined operations and a high-touch customer service. We will perform an extensive review of each company's operations facilities to determine how ADA members will be serviced. For example, all of the endorsed companies provide unique toll-free 800 numbers for our members, and the customer service representatives are trained to handle the unique needs of our members. Any dissatisfied members or complaints are treated seriously, and are handled, to a large extent, by upper management.

B. Financial Requirements

Because ADABEI invests heavily in marketing and strategic support of each endorsed provider, there are certain minimum financial thresholds that must be met in order to qualify for endorsement. **These thresholds are non-negotiable.** In addition, endorsed companies are expected to market their services directly to members (one of the many benefits of endorsement is access to the ADA member list). These expectations, along with reporting requirements, are clarified below:

Royalty and Fees

The compensation arrangement provides for on-going revenue based on the success of the program. This includes ADA royalty fees and well as ADABEI marketing services fees. The typical structure includes payment on the acquisition of new customers, as well as a percentage of sales.

Minimum Annual Revenue Guarantee

In the event the revenue described above does not meet a \$10,000 annual threshold, the program requires **a minimum revenue guarantee of \$10,000.**

The more we know, the better we can all serve the needs of dentists and create loyalty for your brand and ours.

D. Reporting Requirements

ADABEI has gained a deep understanding of ADA members' behavior through standardized reporting. Tracking and reporting are crucial to interpreting the success of our marketing strategies. Therefore each endorsed company is required to submit quarterly Performance and Revenue reports which detail monthly the number of new and active customers as well as many other key measures to success. Additionally, ADABEI is contractually obligated to provide the State Dental Societies with an understanding of each endorsed company's customer penetration by state.

E. Contractual Requirements

Each endorsed company will be required to enter into three agreements, outlined below:

1. **Services Agreement** – This agreement, between ADABEI and the participating company, includes the primary business and legal terms of the relationship.
2. **License Agreement** – This is an agreement between the ADA and the participating company that allows the endorsed entity to use the ADA Business Resources logo, a service mark owned by the ADA.
3. **List Use Agreement** – This agreement, also between the ADA and the participating company, allows the participating company use of the ADA Member Database. There is a nominal list fee of \$19 per 1,000 names solicited via direct mail.

It is important to note that ADABEI has several legal requirements with regard to these agreements that are **non-negotiable**. These are:

1. **Use of ADABEI/ADA form agreements.**
2. **Minimum three-year contract term.**
3. **Unilateral indemnification.** This means that all providers will be liable for all costs associated with any claim or legal action brought against the ADA or ADABEI by a third party with respect to the product/service.
4. **Illinois law and venue.**

Marketing Fund

ADABEL requires a **minimum \$15,000 annual contribution** to a Co-Op Marketing fund. ADABEL matches and/or exceeds the contribution from each company to the fund. Over 90% of all sales leads are a result of the Co-Op Marketing fund, which includes, on average, four to six direct mail pieces and one Catalog per year.

Thus, in the aggregate, a minimum of \$25,000 is required per year, the sum of the revenue guarantee and marketing contribution.

Getting the word out is a win-win for everyone.***C. Marketing Requirements*****Marketing Plans**

To complement ADABEL's efforts to market the entire ADA Business Resources program, all endorsed companies are required to submit an annual integrated marketing plan outlining their individual marketing strategies. This plan will detail the use of the ADA member mailing list, emails, editorial submissions to ADA News, and more. While there is no minimum marketing investment required, it is expected that endorsed companies will take advantage of the many opportunities available to market their products, and report on the results of each effort. The most successful endorsed companies utilize an integrated marketing plan to maximize their exposure to ADA members.

Relationship Manager

We request that each endorsed company identify an experienced Relationship Manager to serve as a primary liaison with ADABEL. The relationship manager will oversee the implementation of the marketing plans as well as handle day-to-day contact with the ADABEL staff, help troubleshoot any operational issues, and help resolve any customer service issues.

Tradeshow Participation

Each endorsed company is also expected to participate at the ADA's Annual Conference, held in early fall. Partner booths are placed in an ADA 'Community' area – always a prime space on the exhibit hall floor. Attendance at the annual show usually is over 30,000 registrants. Individual exhibitors assume costs for booth rental with the ADA's Division of Conference Services.

This is an excellent way for your company to get in front of a dynamic, engaged, motivated target audience. Our name puts a “seal of approval” on your brand.

5 The Benefits of Endorsement

A. Expertise of ADABEI Staff

ADABEI provides substantial support in promoting your product or service to ADA members. The ADABEI staff is very knowledgeable and will play a hands-on role in assisting you in marketing to ADA members. This includes knowledge of the ADA Member database, best practices, prior results, survey and research information and a liaison to the ADA. The staff will act as your company’s advocate and assist in communicating your key messages through every available marketing channel. Additionally, the staff will track responses to marketing communications where possible and provide standardized reporting on the success of each campaign.

B. Leveraging the Brand

The ADA Business Resources brand has very high recognition among ADA Members. The brand’s logo is a symbol of quality, trust, value and reliability. ADA Members are tremendously loyal to the companies that are endorsed. The most valuable aspect of becoming an endorsed company is being included in the collection of resources within the brand. Below please find samples of recent direct mail pieces.



ADA
Business Resources™

ADABEI has a multi-channel marketing strategy that features and promotes the entire collection of endorsed companies as a whole. Over \$700,000 is spent annually managing and supporting the following:

- Four to six direct mail pieces sent to active ADA members
- An annual Catalog of Resources mailed directly to the dentist’s practice
- Promotions such as the chance to win a vacation valued at \$10,000
- Stand-alone emails sent to the entire ADA Member base – sent three to four times a month

ADA Business Enterprises, Inc. - Product Endorsement Information



- ADA News editorials
- Links from the ADA Business Resources website to your company's homepage
- Monthly Website Promotion
- Branded giveaways
- A toll-free 800 number for the program – member calls are referred by dental specialists to your organization
- Preferred placement at the ADA's annual conference (attendance is about 25-40,000)
- Occasional print advertising

Endorsed companies can expect several thousand direct leads from these efforts per year. Every effort is taken to track responses to each marketing initiative and report on individual successes.

C. Access to ADA Members

Endorsed companies have access to the entire 159,000 ADA members mailing list, which can be segmented by about a dozen criteria such as age and specialty. Mailings from endorsed companies are typically co-branded with ADA Business Resources as member recognition of this logo leads to higher response. As noted, there is a nominal fee for mailing list usage.

ADABEI also sponsors a twice-monthly email "Connections" which is sent to about 115,000 dentists. The newsletter usually covers an educational topic such as creating greater efficiency in the practice, but sometimes announces a product update as well. Approximately once per quarter ADABEI sponsors an online research study to learn more about the preferences and attitudes of dentists with regard to the ADA Business Resources program. Endorsed companies can expect to be featured in 'Connections' several times a year and there is no fee for this placement.

ADABEI leverages its relationship with ADA Publishing to get exposure in ADA News, a twice-monthly periodical that is sent to every ADA member and several thousand other dental professionals. Articles are placed that feature a variety of topics, from product launches, enhancements to the program, or educational themes such as saving money on taxes. In addition, many endorsed companies chose to purchase discounted advertising in ADA News.



Print Ad



Email Blast

D. Other Opportunities

The ADABEI staff will assist endorsed companies in leveraging all communications to ADA members. Some of these opportunities include:

- **Local and state-specific advertising.** Many endorsed companies find local or state-specific advertising to be an effective part of an overall campaign. The ADABEI staff can make introductions to key staff in the State and Local Dental Societies should this be of interest to you.
- **The "New Dentist News".** This quarterly newsletter offers a variety of editorial and advertising opportunities.
- **Journal of the American Dental Association (JADA).** This is a clinical magazine sent to all ADA members. There are several sponsorship or advertising opportunities with JADA.
- **ADA.org.** The ADA's official website offers banner advertising at reasonable rates.

If you think your company adds a unique, valuable and desired product or service to our list of endorsed providers, let's talk further.

6 We Invite You to Submit a Proposal to ADABEI

If you believe that there is a match between ADABEI's endorsed company requirements and your company's products or services, please **complete the following seven questions in writing** and provide as much detail as possible. You can expect that an ADABEI representative will follow up with you within **two or three weeks of submitting answers to these questions.**

1. Please provide information on the number and behavior of ADA Members who are currently using your product or service. For example: Total # of dentists who are customers today, Total Dental Sales, Average Dental Sales.
2. Please indicate specifically why you feel there is a member need for your product or service among ADA members.
3. Provide us with information about the unique offer your company will bring to the program. In other words, what additional value do you bring to the table in terms of pricing or enhanced services?
4. How will your company tailor its operations to meet the unique needs of ADA members?
5. Will your company agree to the minimum annual contribution of \$25,000 (see p. 9)?
6. Describe the compensation structure that will be offered - including the minimum contribution described above?
7. Please provide a Five Year forecast of total revenues.

A copy of your proposal, forecast and any back up information should be sent to:

Deborah Doherty
Managing Vice President
ADA Business Enterprises, Inc.
211 East Chicago Avenue, Suite 1180
Chicago, IL 60611
dohertyd@ada.org
312-440-4632

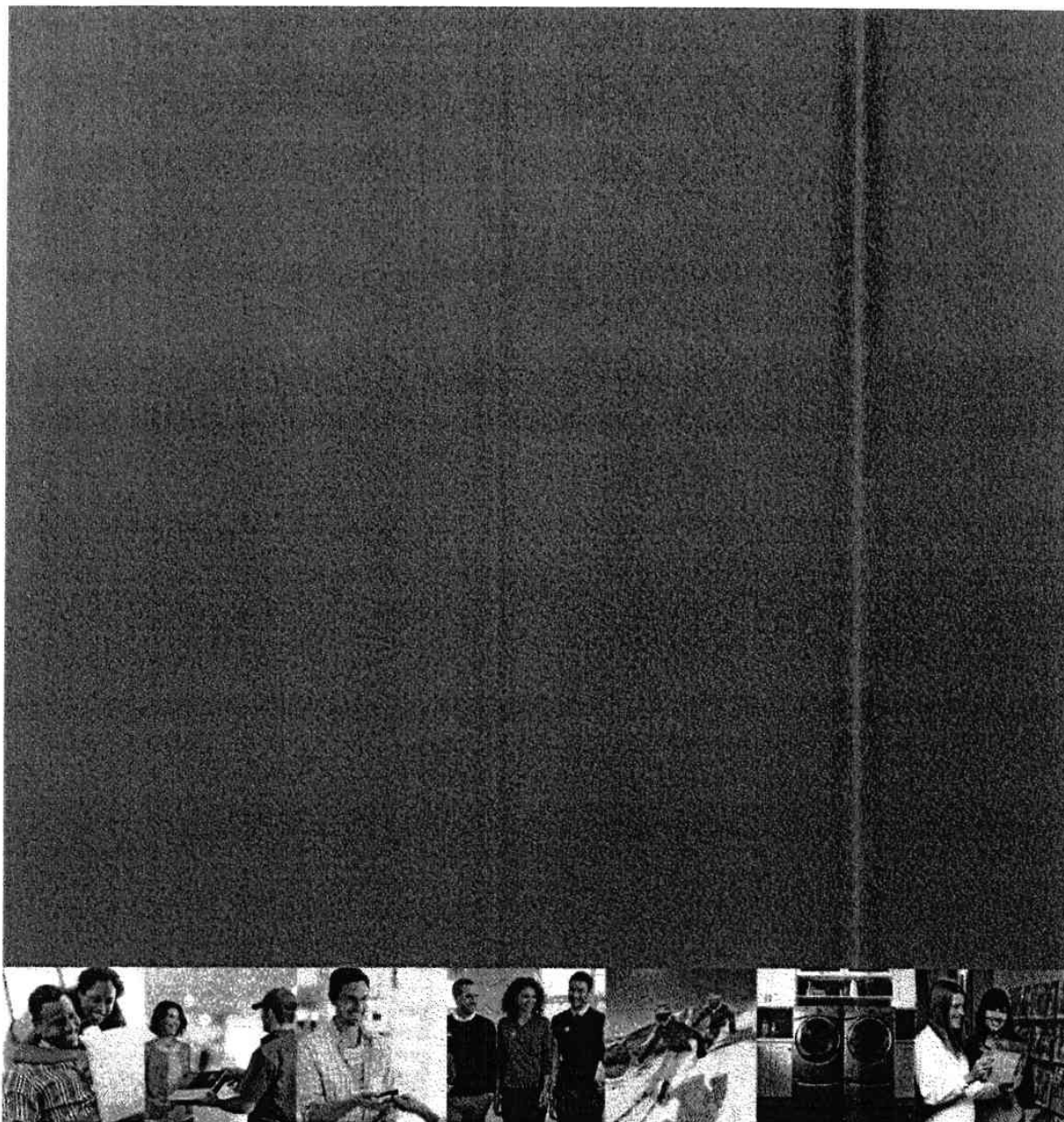
7 Additional Terms

ADABEI reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating responses. Materials submitted will not be considered confidential.

ADABEI may choose to reject any conditional or incomplete proposal or proposals that contain irregularities of any kind. Additionally, ADABEI reserves the right to reject any or all proposals.

ADABEI reserves the right to cancel any review process and withdraw this document.

By responding to section six you acknowledge and agree that neither ADABEI nor the ADA makes any express or implied warranties, representations or guarantees concerning the subject matter of this Document or which entity ultimately may be evaluated or awarded an endorsement. In no event will ADABEI the ADA or any third party have any liability for any direct, indirect, special, punitive, consequential or any other damages (including lost profits) relating to the subject matter of this Document or to which entity an evaluation may be undertaken or an endorsement may be awarded.



ADA
Business Resources™

Deborah Doherty
Managing Vice President
ADA Business Enterprises, Inc.
211 East Chicago Avenue, Suite 1180
Chicago, IL 60611
dohertyd@ada.org
312-440-4632

ADA-0000016

EXHIBIT 2

VIA EMAIL TRANSMISSION

MDA Insurance and Financial Group
c/o Daniel J. Schulte, Esq.
Kerr Russell
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226
dschulte@kerr-russell.com

RE: *In the Matter of Benco Dental Inc., et al., Docket No. 9379*

Dear Mr. Schulte:

By this letter we are providing formal notice, pursuant to Rule 3.45(b) of the Commission's Rules of Practice, 16 C.F.R. § 3.45(b), that Complaint Counsel intends to offer the documents and testimony referenced in the enclosed Attachment A into evidence in the administrative trial in the above-captioned matter. For your convenience, a copy of the documents and testimony will be sent to you in a separate email with an FTP link.

The administrative trial is scheduled to begin on October 16, 2018. All exhibits admitted into evidence become part of the public record unless Administrative Law Judge D. Michael Chappell grants *in camera* (i.e., non-public/confidential) status.

For documents or testimony that include sensitive or confidential information that you do not want on the public record, you must file a motion seeking *in camera* status or other confidentiality protections pursuant to 16 C.F.R §§ 3.45 and 4.10(g). Judge Chappell may order that materials, whether admitted or rejected as evidence, be placed *in camera* only after finding that their public disclosure will likely result in a clearly-defined, serious injury to the person, partnership, or corporation requesting *in camera* treatment.

Motions for *in camera* treatment for evidence to be introduced at trial must meet the strict standards set forth in 16 C.F.R. § 3.45 and explained in *In re 1-800 Contacts, Inc.*, 2017 FTC LEXIS 55 (April 4, 2017); *In re Jerk, LLC*, 2015 FTC LEXIS 39 (Feb. 23, 2015) and *In re Basic Research, Inc.*, 2006 FTC LEXIS 14 (Jan. 25, 2006). Motions also must be supported by a declaration or affidavit by a person qualified to explain the confidential nature of the material. *In re 1-800 Contacts, Inc.*, 2017 FTC LEXIS 55 (April 4, 2017); *In re North Texas Specialty Physicians*, 2004 FTC LEXIS 66 (Apr. 23, 2004). For your convenience, we included, as links in the cover email, an example of a third-party motion (and the accompanying declaration or affidavit) for *in camera* treatment that was filed and granted in an FTC administrative proceeding. If you choose to move for *in camera* treatment, you must provide a copy of the

document(s) for which you seek such treatment to the Administrative Law Judge. Also, you or your representative will need to file a Notice of Appearance in the administrative proceeding. For more information regarding filing documents in adjudicative proceedings, please see <https://www.ftc.gov/faq/ftc-info/file-documents-adjudicative-proceedings>.

Please be aware that under the current Scheduling Order **the deadline for filing motions seeking *in camera* treatment is September 26, 2018**. A copy of the March 14, 2018 Scheduling Order can be found at <https://www.ftc.gov/enforcement/cases-proceedings/151-0190/bencoscheinpatterson-matter>.

If you have any questions, please feel free to contact me at 415-848-5190.

Sincerely,

A handwritten signature in blue ink that reads "Erika Wodinsky". The signature is written in a cursive, flowing style.

Erika Wodinsky
Counsel Supporting the Complaint

Attachment

Attachment A

| Exhibit No. | Full Name | Date | BegBates | EndBates |
|-------------|--|------|------------|------------|
| CX9069 | Deposition of Craig Start (Class Litig.) and the accompanying exhibits | TBD | CX9069-001 | CX9069-215 |

EXHIBIT 3

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of

BENCO DENTAL SUPPLY CO.,
a corporation,

HENRY SCHEIN, INC.,
a corporation, and

PATTERSON COMPANIES, INC.,
a corporation

Docket No. 9379

**DECLARATION OF CRAIG START IN SUPPORT OF NON-PARTY MICHIGAN
DENTAL ASSOCIATION'S MOTION FOR *IN CAMERA* TREATMENT**

I, Craig Start, pursuant to 28 U.S.C. § 1746, state and declare as follows:

1. I am the President of Michigan Dental Association Insurance and Financial Group, which is the for-profit subsidiary of the Michigan Dental Association (“MDA”). I make this declaration in support of Non-Party Michigan Dental Association’s (“MDA”) Motion for *In Camera* Treatment (the “Motion”) of certain designated portions of the transcript of my deposition, which was taken on January 19, 2017 and corresponding exhibits (“Confidential Materials”).

2. The Michigan Dental Association is a state dental association that offers its members human resources consulting services, continuing education programs, insurance and discounted dental supplies, among other things.

3. The Michigan Dental Association Insurance and Financial Group markets its glove and supplies to members of the MDA and to other state dental and medical associations.

4. I have personal knowledge of the matters stated herein and, if called upon to do so, could competently testify about them.

5. I understand that Complaint Counsel will seek to admit the Confidential Materials into evidence in the public proceeding that will begin on October 16, 2018.

6. In that light, I have again reviewed my complete deposition transcript to determine how MDA will be affected if all of the information contained in it is publicly disclosed.

7. Based on my review of the deposition transcript, my knowledge of MDA's business, and my familiarity with the confidentiality protection afforded this type of information by MDA, I submit that the disclosure of the Confidential Documents to the public and to competitors of MDA would cause serious competitive injury to MDA.

8. As described in the Motion, MDA seeks permanent *in camera* protection of the following portions/exhibits:

| Craig Start Deposition Page/Line Numbers | FTC Exhibit Pages | Deposition Exhibit | FTC Exhibit Pages |
|--|-------------------------|--------------------|-------------------------|
| 103:20 - 110:1 | CX9069-027 - CX9069-029 | Exhibit 952 | CX9069-101 |
| 149:14 - 154:22 | CX9069-038 - CX9069-040 | Exhibit 957 | CX9069-110 - CX9069-114 |
| 161:19 - 167:11 | CX9069-041 - CX9069-043 | Exhibit 960 | CX9069-118 - CX9069-126 |
| | | Exhibit 961 | CX9069-127 |
| 177: 1 - 184:21 | CX9069-045 - CX9069-047 | Exhibit 963 | CX9069-129 - CX9069-193 |

9. CX9069-027 - CX9069-029 contain confidential proprietary information about MDA's endorsement relationships and contracts. The testimony and corresponding exhibit (CX9069-101) identify organizations that have contracts with MDA, specific terms of those contracts and royalty percentages. This information is especially value to competitors, who could use the expiration dates to determine when to target state dental associations. [REDACTED]

[REDACTED]

10. CX 9069-038 - CX9069-040 and its corresponding exhibit (CX9069-110 - CX9069-114) contain information about the terms of a [REDACTED]

[REDACTED] The deposition testimony also contains information about MDA's pricing strategy (mark-up and costs) and information about how MDA enters into relationships with other state dental associations and bears the cost of marketing with some of the other state dental associations.

11. CX9069-041 - CX9069-043 and its corresponding exhibits (CX9069-118 - CX9069-126 and CX9069-127) contain information about MDA's gross sales and outlook on the marketplace.

[REDACTED]

12. CX9069-045 - CX9069-047 and its corresponding exhibit (CX9069-129 - CX9069-193) contain information about how MDA budgets, analyzes its business costs and profits and plans. This information could be of value to MDA's competitors, including other dental supply companies, dental associations and chambers of commerce.

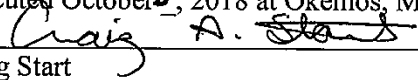
13. MDA will be seriously injured and disadvantaged competitively if information regarding costs, profits, royalties, and customer specifications is placed in the public record.

14. MDA's proprietary information is closely guarded. When MDA produced documents in response to the subpoena issued in the civil litigation for which I appeared as a deponent, MDA designated its documents as "Confidential/Attorneys Eyes Only" pursuant to the Protected Order entered in that case. Further, as an executive of MDA, I have a confidentiality agreement.

15. Further, it is my understanding that some of MDA's competitors are involved in this proceeding. This fact increases the likelihood that MDA's competitors will be aware of the upcoming trial and the admission of evidence into the public record, making their access to MDA's confidential and proprietary information a genuine and realistic concern.

I declare under penalty of perjury that the foregoing is true and correct.

Executed October ³, 2018 at Okemos, Michigan.



Craig Start

Notice of Electronic Service

I hereby certify that on October 08, 2018, I filed an electronic copy of the foregoing Non-Party Michigan Dental Association's Motion for In Camera Treatment, with:

D. Michael Chappell
Chief Administrative Law Judge
600 Pennsylvania Ave., NW
Suite 110
Washington, DC, 20580

Donald Clark
600 Pennsylvania Ave., NW
Suite 172
Washington, DC, 20580

I hereby certify that on October 08, 2018, I served via E-Service an electronic copy of the foregoing Non-Party Michigan Dental Association's Motion for In Camera Treatment, upon:

Lin Kahn
Attorney
Federal Trade Commission
lkahn@ftc.gov
Complaint

Ronnie Solomon
Attorney
Federal Trade Commission
rsolomon@ftc.gov
Complaint

Matthew D. Gold
Attorney
Federal Trade Commission
mgold@ftc.gov
Complaint

John Wiegand
Attorney
Federal Trade Commission
jwiegand@ftc.gov
Complaint

Erika Wodinsky
Attorney
Federal Trade Commission
Complaint

Boris Yankilovich
Attorney
Federal Trade Commission
byankilovich@ftc.gov
Complaint

Jeanine K. Balbach
Attorney
Federal Trade Commission
jbalbach@ftc.gov
Complaint

Thomas H. Brock
Attorney
Federal Trade Commission
TBrock@ftc.gov
Complainant

Jasmine Rosner
Attorney
Federal Trade Commission
jrosner@ftc.gov
Complainant

Howard Scher
Attorney
Buchanan Ingersoll & Rooney PC
howard.scher@bipc.com
Respondent

Kenneth Racowski
Attorney
Buchanan Ingersoll & Rooney PC
kenneth.racowski@bipc.com
Respondent

Carrie Amezcua
Attorney
Buchanan Ingersoll & Rooney PC
carrie.amezcua@bipc.com
Respondent

John McDonald
Locke Lord LLP
jpmcdonald@lockelord.com
Respondent

Lauren Fincher
Locke Lord LLP
lfincher@lockelord.com
Respondent

Colin Kass
Proskauer Rose LLP
ckass@proskauer.com
Respondent

Adrian Fontecilla
Associate
Proskauer Rose LLP
afontecilla@proskauer.com
Respondent

Timothy Muris
Sidley Austin LLP
tmuris@sidley.com
Respondent

Geoffrey D. Oliver
Jones Day

gdoliver@jonesday.com
Respondent

Craig A. Waldman
Partner
Jones Day
cwaldman@jonesday.com
Respondent

Benjamin M. Craven
Jones Day
bcraven@jonesday.com
Respondent

Ausra O. Deluard
Jones Day
adeluard@jonesday.com
Respondent

Joseph Ostoyich
Partner
Baker Botts L.L.P.
joseph.ostoyich@bakerbotts.com
Respondent

William Lavery
Senior Associate
Baker Botts L.L.P.
william.lavery@bakerbotts.com
Respondent

Andrew George
Baker Botts L.L.P.
andrew.george@bakerbotts.com
Respondent

Jana Seidl
Baker Botts L.L.P.
jana.seidl@bakerbotts.com
Respondent

Kristen Lloyd
Associate
Baker Botts L.L.P.
Kristen.Lloyd@bakerbotts.com
Respondent

James Long
Attorney
Briggs and Morgan, P.A.
jlong@briggs.com
Respondent

Jay Schlosser
Attorney
Briggs and Morgan, P.A.
jschlosser@briggs.com
Respondent

Scott Flaherty
Attorney
Briggs and Morgan, P.A.
sflaherty@briggs.com
Respondent

Ruvín Jayasuriya
Attorney
Briggs and Morgan, P.A.
rjayasuriya@briggs.com
Respondent

William Fitzsimmons
Attorney
Briggs and Morgan, P.A.
wfitzsimmons@briggs.com
Respondent

Hyun Yoon
Buchanan Ingersoll & Rooney PC
eric.yoon@bipc.com
Respondent

David Owyang
Attorney
Federal Trade Commission
dowyang@ftc.gov
Complaint

Karen Goff
Attorney
Federal Trade Commission
kgoff@ftc.gov
Complaint

Emily Burton
Attorney
Federal Trade Commission
eburton@ftc.gov
Complaint

Jessica Drake
Attorney
Federal Trade Commission
jdrake@ftc.gov
Complaint

Ashley Masters
Attorney
Federal Trade Commission
amasters@ftc.gov
Complaint

Terry Thomas
Attorney
Federal Trade Commission
tthomas1@ftc.gov
Complaint

Danica Nobel
Attorney
Federal Trade Commission
dnoble@ftc.gov
Complaint

Mary Casale
Attorney
Federal Trade Commission
mcasale@ftc.gov
Complaint

Thomas Manning
Buchanan Ingersoll & Rooney PC
Thomas.Manning@bipc.com
Respondent

Sarah Lancaster
Locke Lord LLP
slancaster@lockelord.com
Respondent

Owen Masters
Associate
Proskauer Rose LLP
omasters@proskauer.com
Respondent

Stephen Chuk
Proskauer Rose LLP
schuk@proskauer.com
Respondent

Rucha Desai
Associate
Proskauer Rose LLP
rdesai@proskauer.com
Respondent

Jessica Moy
Federal Trade Commission
jmoy@ftc.gov
Complaint

Thomas Dilickrath
Federal Trade Commission
tdilickrath@ftc.gov
Complaint

Caroline L. Jones
Associate
Baker Botts L.L.P.
caroline.jones@bakerbotts.com
Respondent

David Munkittrick
Proskauer Rose LLP
dmunkittrick@proskauer.com
Respondent

David Heck
Proskauer Rose LLP
dheck@proskauer.com
Respondent

Thomas Dillickrath
Deputy Chief Trial Counsel
Federal Trade Commission
tdillickrath@ftc.gov
Complaint

Josh Goodman
Attorney
Federal Trade Commission
jgoodman@ftc.gov
Complaint

Nair Diana Chang
Federal Trade Commission
nchang@ftc.gov
Complaint

Adam Saltzman
Buchanan Ingersoll & Rooney PC
adam.saltzman@bipc.com
Respondent

I hereby certify that on October 08, 2018, I served via other means, as provided in 4.4(b) of the foregoing Non-Party Michigan Dental Association's Motion for In Camera Treatment, upon:

Katherine Cser
Attorney
Kerr-Russell
kcser@kerr-russell.com
Respondent

Daniel Schulte
Attorney
Kerr-Russell
dschulte@kerr-russell.com
Respondent

Katherine Cser
Attorney