

<p>STATE OF MINNESOTA</p> <p>COUNTY OF RAMSEY</p> <p>In the Matter of Minnesota Implant Center, PLLC, d/b/a Woodbury Dental Arts</p>	<p>DISTRICT COURT</p> <p>SECOND JUDICIAL DISTRICT Case Type: Other Civil (Consumer Protection)</p> <p>Court File No.: _____</p> <p><b>ASSURANCE OF DISCONTINUANCE</b></p>
--	---

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into between the State of Minnesota, by its Attorney General Keith Ellison (“Attorney General” or “AGO”) and Nauri Manty, Chapter 7 Trustee of the Estate of Minnesota Implant Center, PLLC, d/b/a Woodbury Dental Arts ((the “Trustee” and collectively, the “Parties”));

WHEREAS, the AGO is authorized under Minnesota Statutes chapter 8 and common law authority, including *parens patriae* authority, to enforce Minnesota’s laws, vindicate the State’s sovereign and quasi-sovereign interests, and remediate all harm arising out of—and provide full relief for—violations of Minnesota’s laws;

WHEREAS, the AGO has authority to enforce Minnesota’s laws relating to unfair, discriminatory, and other unlawful practices in business, commerce, or trade, including but not limited to the Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, *et seq.*, and the Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.*;

WHEREAS, Minnesota Implant Center, PLLC, d/b/a Woodbury Dental Arts (“Woodbury Dental Arts”) is a Professional Limited Liability Company organized under the laws of The State of Minnesota and formerly had a principal place of business located at 237 Radio Drive, Suite 110, Woodbury, Minnesota 55125;

WHEREAS, on March 22, 2024, Woodbury Dental Arts filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (“Bankruptcy Code”) initiating a bankruptcy proceeding in the United States Bankruptcy Court for the District of Minnesota (“Bankruptcy Court”), captioned *In re: Minnesota Implant Center, PLLC*, Case No. 24-30760;

WHEREAS, on March 26, 2024, the Bankruptcy Court assigned Nauni Manty as Chapter 7 Trustee over Woodbury Dental Arts’ estate.

WHEREAS, the Trustee is not operating the business of Woodbury Dental Arts and is proceeding with an orderly liquidation under Chapter 7;

WHEREAS, on April 3, 2024, Woodbury Dental Arts identified the AGO as a creditor of the bankruptcy estate, though the AGO has not filed a claim;

WHEREAS, the AGO alleges that Woodbury Dental Arts and its former owner Marko Kamel marketed, sold, and provided dental services to Minnesota consumers, as detailed herein;

WHEREAS, the AGO alleges that Kamel and Woodbury Dental Arts deceived and defrauded patients and staff, as detailed herein;

WHEREAS, the AGO alleges that the alleged conduct described herein violates Minn. Stat. §§ 325F.69 and 325D.44;

WHEREAS, despite Woodbury Dental Arts’ insolvency, the Parties intend this Assurance to permit Affected Consumers to access the AGO’s Consumer Protection Restitution Account in accordance with 2025 1st Spec. Sess., Ch. 13, Art. 8, section 9;

WHEREAS, the AGO agrees that it will not file a claim against the bankruptcy estate and will pursue monetary relief for its consumer protection claims that are the subject of this Assurance

from the Consumer Protection Restitution Account in accordance with 2025 1st Spec. Sess., Ch. 13, Art. 8, section 9;

WHEREAS, as a result of the bankruptcy proceeding, Woodbury Dental Arts will be liquidated and dissolved and will no longer conduct any business, directly or indirectly, individually or in conjunction with any other person or entity, in the State of Minnesota, including but not limited to operating as a dental clinic.

WHEREAS, Minnesota Statutes section 8.31, subdivision 2b, vests the AGO with authority to accept an assurance of discontinuance to resolve investigations;

WHEREAS, the Parties desire to resolve fully this matter by Assurance;

WHEREAS, the Bankruptcy Court has authorized the Trustee to enter into this Assurance by order dated October 29, 2025, a copy of which is attached as Exhibit A; and,

NOW THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

### **DEFINITIONS**

For the purposes of this Assurance, the following definitions shall apply:

1. “Affected Consumers” includes any consumer who paid Woodbury Dental Arts or its officers, agents, servants, or employees, for any dental services that were not rendered as of March 22, 2024, the date of filing of the bankruptcy petition. “Affected Consumers” also includes any consumer who took out a loan or entered into an agreement to finance services provided by Woodbury Dental Arts and for whom services were not rendered as of March 22, 2024.

2. “Trustee” means Nauni Manty, solely in her capacity as the Trustee appointed over Woodbury Dental Arts by the United States Bankruptcy Court, District of Minnesota, and any successor trustee.

## ALLEGATIONS

The AGO states and alleges as follows:

3. Up to the date of the clinic's closure, Woodbury Dental Arts and its former owner Marko Kamel ("Kamel") marketed, sold, and provided dental services to Minnesota consumers.

4. Kamel, sole owner of Woodbury Dental Arts, was temporarily suspended from the practice of dentistry by the Minnesota Board of Dentistry ("the Board") in May 2023 after the Board determined his continued practice would present an imminent risk of serious harm to the public. In June 2023 the Board stayed Kamel's suspension subject to various conditions.

5. On November 6, 2023, the Board again suspended Kamel's license to practice dentistry after determining that his continued practice would present an imminent risk of serious harm to the public. Kamel has not been authorized to practice dentistry in Minnesota since November 6, 2023. On October 10, 2025, the Board entered an order accepting Kamel's voluntary surrender of his license to practice dentistry.

6. Kamel and Woodbury Dental Arts concealed Kamel's ineligibility to practice dentistry from patients and staff.

7. For instance, Kamel and Woodbury Dental Arts told patients and staff that Kamel was not treating patients because he had suffered a back injury rather than disclosing his ineligibility to practice dentistry.

8. Additionally, Kamel and Woodbury Dental Arts falsely told patients they were being rescheduled for reasons other than Kamel's ineligibility to practice dentistry, including scheduling conflicts or unavailability of dental fixtures.

9. Despite Kamel's ineligibility to practice dentistry, Kamel and Woodbury Dental Arts maintained and operated a website that continued to represent Kamel as a licensed dentist.

10. Despite Kamel's ineligibility to practice dentistry, Kamel and Woodbury Dental Arts continued to contract with patients for dental services and collect fees from patients.

11. At the time of Kamel's suspensions, Kamel and Woodbury Dental Arts had entered into numerous agreements with patients to provide dental services that were not provided. As part of these agreements, Kamel and Woodbury Dental Arts charged and accepted full or partial prepayments for services, routinely collecting tens of thousands of dollars in up-front fees from patients for services that were never provided. Additionally, many patients took out loans or entered into other financing agreements with third parties to pay for the promised services, which were never provided.

12. Kamel and Woodbury Dental Arts promptly shut down the clinic in March 2024 without providing advance notice to patients, without providing patients access to their dental records or dental fixtures, and without arranging for transitional care for existing patients.

13. Most egregiously, Kamel and Woodbury Dental Arts failed to refund patients amounts previously collected for services that were never provided. The patients are unable to obtain restitution of the amounts they paid directly from Woodbury Dental Arts given the above-referenced bankruptcy proceeding.

14. Kamel and Woodbury Dental Arts deceived and defrauded patients and staff as detailed above, and the above-described alleged conduct constitutes multiple, separate violations of Minn. Stat. §§ 325F.69 and 325D.44.

### **INJUNCTIVE RELIEF**

15. The Trustee, on behalf of and as fiduciary for the Estate of Woodbury Dental Arts, shall provide reasonable and good faith cooperation during the pendency of the bankruptcy proceeding to assist the AGO in determining the identity and location of, and the amount of injury

sustained by, each Affected Consumer, to the extent that such information is in the Trustee's possession or control.

16. Nothing herein shall prevent the Trustee from fulfilling her obligations to comply with applicable laws, bankruptcy rules, or orders of the Bankruptcy Court.

### **MONETARY JUDGMENT**

17. A judgment for monetary relief is entered in favor of the AGO and against the Estate of Woodbury Dental Arts for the purpose of providing redress to Affected Consumers ("Monetary Judgment") in accordance with the Consumer Protection Restitution Account, 2025 1st Spec. Sess., Ch. 13, Art. 8, section 9.

18. The Trustee on behalf of Woodbury Dental Arts consents to entry of a monetary judgment pursuant to Minn. Stat. § 8.31 in the amount of all sums paid by Affected Consumers for dental services that were not rendered as of March 22, 2024.

19. The AGO will reasonably cooperate with the Trustee in providing notice of the distributions made to eligible consumers from the Consumer Protection Restitution Account.

### **RELEASE**

20. In consideration of the stipulated relief, the sufficiency of which is acknowledged, and contingent upon the Court's entry of this Assurance, the AGO, by execution of this Assurance, hereby fully and completely releases the Estate of Woodbury Dental Arts and the Trustee of any and all claims of the AGO under Minnesota Statutes sections 325F.69 and 325D.44 connected with or arising out of the allegations contained in this Assurance, up to and including the date of entry of this Assurance.

21. The AGO through this Assurance does not settle, release, or resolve any claims against Woodbury Dental Arts or any other person or entity involving any private causes of action,

claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. This release does not apply in any way to, and the AGO retains all claims it may have against any third parties, including but not limited to Kamel, pursuant to all theories of liability, including but not limited to the Holder in Due Course Rule. The AGO's release in this Assurance does not apply in any way to claims of any other Minnesota state agency, department, official, or division.

### **GENERAL TERMS**

22. *No Effect on Other Laws.* Nothing in this Assurance shall relieve Woodbury Dental Arts of its obligation to comply with all applicable Minnesota and federal, local, or tribal laws and regulations.

23. *Execution.* This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

24. *Authority to Bind.* The person signing this Assurance for the Estate of Woodbury Dental Arts warrants that the Estate of Woodbury Dental Arts has authorized the person to execute this Assurance, that the Estate of Woodbury Dental Arts has been fully advised by its counsel before entering into the Assurance, and that he or she executes this Assurance in an official capacity that binds the Trustee and the Estate of Woodbury Dental Arts. Pursuant to Order of the Bankruptcy Court, the Trustee is authorized to sign this Assurance.

25. *Complete Agreement.* This Assurance constitutes the full and complete terms of the agreement entered into between the Attorney General and the Trustee.

26. *Retained Jurisdiction, Enforcement, and Equitable Relief.* The Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The AGO may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the

alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance.

27. *Notices.* Notices or communications required by or related to this Assurance must be sent via certified mail or emailed to the following persons, or any person subsequently designated by the Parties to receive such notices:

Evan Romanoff  
Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 800  
St. Paul, Minnesota 55101  
evan.romanoff@ag.state.mn.us

Estate of Woodbury Dental Arts  
c/o Nauri Manty, Chapter 7 Trustee  
Manty & Associates, P.A.  
150 South Fifth Street, Suite 3125  
Minneapolis, Minnesota 55402  
nauni@mantylaw.com

If mail or email is returned or indicated as undeliverable, notice on the Attorney General shall be made to the Manager or Deputy of the AGO's Consumer Protection Division, or any successor division that is responsible for civil enforcement of Minnesota's consumer protection laws.

28. *Non-Waiver.* The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

29. *Governing Law.* This Assurance, including any issues relating to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

30. *Non-limitation on AGO Authority.* Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the AGO except as expressly set forth herein.

31. *Representation.* Each of the parties is represented by counsel, participated in the drafting of this Assurance, and agrees that the Assurance's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

32. *Further Acts.* Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

33. The Trustee agrees that the AGO may file this executed Assurance with the Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.


34. *Entry of Final Judgment.* The Parties consent to entry of the foregoing Assurance, which shall constitute a final judgment. The judgment shall take effect immediately upon entry by the clerk of this Court.

KEITH ELLISON  
Attorney General  
State of Minnesota

Date: November 5, 2025

By: /s/ Evan Romanoff  
Evan Romanoff  
Assistant Attorney General


Date: November 6, 2025

By:   
Nauni Manty, Chapter 7 Trustee  
On behalf of Woodbury Dental Arts

**ORDER**

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: \_\_\_\_\_

  
Sheu, Edward (Judge)  
Nov 7, 2025 9:07 AM

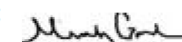
\_\_\_\_\_  
JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.

Filed in District Court  
State of Minnesota  
11/10/2025

I certify the above order constitutes the Judgment of the Court.  
Court Administrator

11/10/2025 09:04 am

By: 

# EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

---

In re: Case No. 24-30760  
Chapter 7  
Minnesota Implant Center, PLLC,  
Debtor.

---

**ORDER**

---

This matter came before the court on the trustee's motion for an order approving the settlement dated October 14, 2025, reached between the trustee and Minnesota Attorney General's Office, filed at docket no. 183. Based upon the motion, files and records,

IT IS ORDERED:

The settlement is approved.

Dated: *October 29, 2025*

*s/ Katherine A. Constantine*

---

Katherine A. Constantine  
Chief United States Bankruptcy Judge