

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT  
Case Type: Other Civil  
(Consumer Protection)

In the Matter of Omega Dental Care, P.A. and  
Ann Soberay

Court File No.: \_\_\_\_\_

**PETITION FOR ORDER  
APPROVING ASSURANCE OF  
DISCONTINUANCE**

The State of Minnesota, by its Attorney General, Keith Ellison, hereby petitions the Court, pursuant to Minn. Stat. §§ 8.31, subd. 2b, for an Order approving the attached, fully-executed Assurance of Discontinuance between the State of Minnesota, through its Attorney General, Keith Ellison, Omega Dental Care, P.A. and Ann Soberay.

Dated: July 9, 2026

Respectfully submitted,

KEITH ELLISON  
Attorney General  
State of Minnesota

/s/ *Evan Romanoff*  
EVAN ROMANOFF  
Assistant Attorney General  
Atty. Reg. No. 0398223

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St. Paul, MN 55101-2131  
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ATTORNEYS FOR THE STATE OF  
MINNESOTA

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**ASSURANCE OF  
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into between the State of Minnesota, by its Attorney General Keith Ellison (“Attorney General” or “AGO”), Omega Dental Care, P.A., and Annelle H. Soberay (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, Omega Dental Care, P.A. is a Professional Association organized under the laws of the State of Minnesota and formerly had a principal place of business located at 6203 Dell Road, Eden Prairie, Minnesota 55344;

WHEREAS, Omega Dental Care is no longer doing business;

WHEREAS, Annelle H. Soberay (“Soberay”) is the owner and Chief Executive Officer of Omega Dental Care, which is closed for business;

WHEREAS, Soberay and Omega Dental Care marketed, sold, and provided dental services to Minnesota consumers;

WHEREAS, the AGO alleges that as early as fall 2024 but no later than early 2025, Soberay shut down Omega Dental Care due to her medical disability without providing advance notice to patients and without arranging for transitional care for existing patients;

WHEREAS, the AGO alleges that Soberay was unable to complete patient treatment plans;

WHEREAS, the AGO alleges that at the time Omega Dental Care shut down, Soberay and Omega Dental Care had entered into numerous agreements with patients to provide dental services that were not provided prior to Soberay's medical disability. As part of these agreements, Soberay and Omega Dental Care charged and accepted full or partial prepayments for services, collecting thousands of dollars in fees from patients for services that were never provided;

WHEREAS, the AGO alleges that Soberay and Omega Dental Care have not refunded patients amounts previously collected for services that were not provided;

WHEREAS, on June 11, 2025, Soberay entered into a Stipulation and Order with the Minnesota Board of Dentistry agreeing to surrender her license to practice dentistry;

WHEREAS, despite Soberay's ineligibility to practice dentistry, Soberay and Omega Dental Care continued to maintain and operate a website that represented Soberay as a licensed dentist, although the website has since been taken down;

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

WHEREAS, the Parties intend this Assurance to permit Affected Consumers to access the AGO's Consumer Protection Restitution Account in accordance with Minn. Stat. § 8.37;

WHEREAS, on April 27, 2026, Soberay 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: Annelle Soberay*, Case No. 26-41400;

WHEREAS, due to Soberay’s insolvency, the AGO agrees that it 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 Minn. Stat. § 8.37;

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; 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 Soberay or Omega Dental Care or their officers, agents, servants, or employees, for any dental services that were not rendered as of June 11, 2025, the date Soberay surrendered her license to practice dentistry. “Affected Consumers” also includes any consumer who took out a loan or entered into an agreement to finance services provided by Soberay or Omega Dental Care and for whom services were not rendered as of June 11, 2025.

### **REPRESENTATIONS**

2. On July 6, 2026, Soberay and Omega Dental Care provided the Attorney General with a sworn affidavit attaching a list of Minnesota consumers with whom they contracted for

dental services that were not rendered as of June 11, 2025, along with the amount of payments Soberay and Omega Dental Care collected from each Minnesota consumer on the list.

3. Soberay and Omega Dental Care represent and warrant that the Minnesota consumer list is a complete and accurate list of all Minnesota consumers with whom they contracted for dental services that were not rendered as of June 11, 2025, and that the payment amounts are accurate to the best of their knowledge.

4. Soberay and Omega Dental Care represent to the Attorney General that they are not financially able to pay restitution to Affected Consumers.

5. Soberay and Omega Dental Care represent and warrant that they are no longer doing business in the State of Minnesota.

6. The Attorney General relies upon Soberay and Omega Dental Care's representations and warranties in its investigation and resolution of this matter.

#### **INJUNCTIVE RELIEF**

7. Omega Dental Care, including: (1) its principals, officers, directors, agents, servants, employees, and independent contractors; (2) its parents, affiliates, subsidiaries, and successors; and (3) those persons acting in concert or participation with Omega Dental Care who receive actual notice of this Order, as well as Soberay, individually, agree to, and shall comply with, the following permanent injunctive terms and provisions:

a. Omega Dental Care shall not hereinafter 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.

b. Soberay and Omega Dental Care shall not imply or suggest by words or conduct that Soberay is authorized to practice as a dentist in the State of Minnesota.

8. *Anti-Circumvention.* Soberay and Omega Dental Care shall fulfill the terms of this Assurance, to accomplish the full relief contemplated by this Assurance. Omega Dental Care shall not effect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

### **MONETARY JUDGMENT**

9. A judgment for monetary relief is entered in favor of the AGO and against Soberay and Omega Dental Care for the purpose of providing redress to Affected Consumers (“Monetary Judgment”) in accordance with the Consumer Protection Restitution Account, Minn. Stat. § 8.37.

10. Soberay and Omega Dental Care consent 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 June 11, 2025.

11. If, after the Court enters this Assurance, the AGO learns that Soberay or Omega Dental Care imposed charges or received payment from additional Minnesota consumers not previously disclosed to the AGO or that the payment amounts disclosed were not accurate, the AGO shall provide Soberay and Omega Dental Care written notice of this violation pursuant to Paragraph 21 and give them five (5) business days to cure this violation by providing the additional information to the AGO and providing a sworn affidavit attesting to its accuracy.

### **RELEASE**

12. 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 Soberay and Omega Dental Care, including their agents and employees, 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.

13. The AGO through this Assurance does not settle, release, or resolve any claims against Soberay, Omega Dental Care, 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. To avoid any potential double recovery to Affected Consumers, neither Soberay nor Omega Dental Care waive the defense of offset in the event of a private cause of action against them for refund of fees paid. 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. 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 claims pursuant to the Holder in Due Course Rule.

### **GENERAL TERMS**

14. *No Effect on Other Laws.* Nothing in this Assurance shall relieve Soberay or Omega Dental Care of their obligation to comply with all applicable Minnesota and federal, local, or tribal laws and regulations.

15. *Non-admission of Liability.* This Assurance is neither an admission nor denial of liability by Soberay or Omega Dental Care.

16. *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.

17. *Authority to Bind.* The person(s) signing this Assurance for Soberay and Omega Dental Care warrants that Soberay and Omega Dental Care have authorized the person(s) to execute this Assurance, that Soberay and Omega Dental Care have been fully advised by their

counsel before entering into the Assurance, and that he or she executes this Assurance in an official capacity that binds Soberay and Omega Dental Care.

18. *Complete Agreement.* This Assurance constitutes the full and complete terms of the agreement entered into between the Attorney General, Soberay, and Omega Dental Care.

19. *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. Soberay and Omega Dental Care understand that if the Court holds that they have committed a violation of this Assurance, that such violation may subject them to sanctions for contempt and that the AGO may thereafter, in his sole discretion, initiate legal proceedings against them for any and all violations of this Assurance. The Parties agree that, in any action brought by the AGO to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance

20. *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

Ann Soberay  
c/o Frederick Soberay, Power of Attorney  
1161 Wayzata Blvd E., #210

Wayzata, MN 55391

Omega Dental Care, P.A.  
c/o Frederick Soberay, Registered Agent  
1161 Wayzata Blvd E., #210  
Wayzata, MN 55391

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.

21. *Notifying Participating Persons.* Omega Dental Care shall notify its principals, officers, directors, agents, servants, employees, independent contractors, parents, affiliates, subsidiaries, successors, and any other person in active concert or participation with the company of its obligations, duties, and responsibilities imposed on them by this Assurance.

22. *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.

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

24. *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.

25. *AGO Non-approval of Actions.* Neither Soberay nor Omega Dental Care shall state or imply, directly or indirectly, that the State of Minnesota or the AGO have approved of, condoned, or agree with any conduct or actions by them.

26. *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.

27. *Facts Deemed True Solely for Bankruptcy Discharge.* The facts alleged in this Assurance will be taken as true without further proof for the purposes of determining the nondischargeability of the State's monetary judgment, as ordered by the Assurance, in any bankruptcy proceeding.

28. *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.

29. The Parties agree 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.

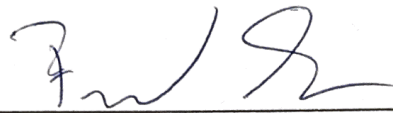
30. *Entry of Final Judgment.* The Parties consent to entry of the foregoing Assurance, which shall constitute a final judgment. The judgment shall take effect immediately upon entry by the clerk of this Court.

Dated: July 9, 2026


KEITH ELLISON  
Attorney General  
State of Minnesota

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

Dated: 7-6-2026

By:  POWER OF ATTORNEY  
Annelle H. Soberay, Individually  
By Frederick Soberay, Power of Attorney

Dated: 7-6-2026

By:  POWER OF ATTORNEY  
Frederick Soberay,  
As Power of Attorney for Annelle H. Soberay,  
Owner and Chief Executive Officer of  
Omega Dental Care, P.A.

**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: \_\_\_\_\_

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

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