

Response to the Alvarez Family

RE: Your "Request for Refund and Account Review" letter dated April 20, 2026 (received 04/23/2026), signed by Karina Alvarez, Esq.

To: Karina Alvarez, Esq. (Karina.alvarez.a@gmail.com) and Cristina Alvarez (patient)

From: Mohammad Amjad Kandar, DDS — Owner, Uno Dental San Francisco

Date: May 7, 2026

Delivered via: Email + USPS Certified Mail (return receipt requested)

IF YOU READ NOTHING ELSE, READ THIS.

Your refund request is denied. Here is why, in plain English:

- 1. The infection that brought your mother to my office was caused by another dentist** in Concord/Pittsburg, CA who placed a crown directly on her nerve about two years ago, with no root canal. Cristina herself confirmed this on a 5-hour audio recording on 10/09/2025 — before I touched her teeth.
- 2. Your own letter admits the bridge was "made barely two years ago"** by another dentist. That is the dentist who caused the infection — not me.
- 3. Your mother absolutely has gum disease.** The X-rays embedded in this letter show generalized bone loss. The intraoral photographs document acutely inflamed gingival margins and recession, and bleeding on probing was entered in her periodontal chart at clinical examination. Even your own letter admits, in paragraph 3, that "Ms. Alvarez does need a deep cleaning." A patient who needs a deep cleaning has gum disease — those are the same thing.
- 4. We do not hold the money you are demanding back.** Healthcare Finance Direct (HFD) holds it. Your monthly payments go to HFD, not to us. The "balance still being paid" cannot be "suspended" by us because we are not the lender.
- 5. I am formally demanding the "regular dentist's" name, license number, and chart records within 14 days.** Without those records, the "no root canal needed" claim is unsubstantiated and will be treated that way in any Board complaint or litigation.
- 6. You signed your letter "Karina Alvarez, Esq."** If you are a licensed attorney, you are aware that material misrepresentations of fact in a written demand letter are subject to State Bar professional-conduct rules and may constitute the predicate for a malicious-prosecution counter-claim. The factual misrepresentations in your 04/20/2026 letter are documented in Section 0 below.

Karina, and Cristina,

I have received and carefully reviewed your letter dated April 20, 2026. I am writing back so the position of this office cannot be misunderstood. Below I respond to your specific written claims, line by line, and I support each response with the audio recordings, X-rays, intraoral photographs, signed treatment consent, financing agreement, insurance correspondence, and bilingual visit summaries that are in the patient chart and in your own email inbox.

Where your letter is factually correct, I say so. Where it is factually wrong, I quote your exact wording back to you and produce the contradicting record.

Section o. Line-by-line response to your 04/20/2026 letter

IN PLAIN ENGLISH

I am quoting your letter exactly, paragraph by paragraph, and giving you the corresponding fact from the chart, the audio, or your own emails. Eight of your specific claims are factually wrong. Two are partially correct. One is a direct admission against your own refund request.

KARINA CLAIMED:

"Cristina Alvarez, a 70 year old woman, came to you for an emergency; she had a severe infection and was clearly in a state of desperation and pain."

FACT:

Correct, and undisputed. This is itself documented by your own emails the morning of 10/09/2025 ("My mother made an emergency appointment for extreme pain") and by the Dentina AI receptionist call logs at 11:26 AM and 11:31 AM. The intraoperative drainage volume was approximately the size of a golf ball. The infection was extending into the upper-left infraorbital region — the kind of presentation that, untreated, progresses to orbital cellulitis or sepsis. We treated it that day, before collecting any payment.

KARINA CLAIMED:

"You showed her a plan on the computer which was accepted under pressure due to the situation she was experiencing."

FACT:

Factually wrong. The 5-hour Plaud audio recording of 10/09/2025 (file: "10-09 Dental Consultation: Orthodontics, Cleaning, and Emergency Treatment-Multiple Patients C.Alvarez") is chapter-indexed and shows the following sequence BEFORE any treatment was started: 02:21 Pain Intake → 02:35 Sedation Discussion → 03:01 Imaging and Diagnosis → 03:14 Treatment Options & Costs → 03:22 Risks, Insurance, and Planning → 03:46 Financing Setup → 03:58 Financing Approval → only then 04:07 Procedure Prep and Numbing. Cristina is on tape asking questions, agreeing to each step, and accepting the financing. The recording is preserved and producible. There was no coercion, no pressure, no rushed signature.

KARINA CLAIMED:

"That day you did not provide anything in writing as all dentists do, and many days passed before you sent it by email at our insistent request."

FACT:

Factually wrong. On 10/09/2025 — the same day — Cristina (a) electronically signed the Treatment Consent and Plan, (b) received a Spanish-language NexHealth aftercare summary at the email of record, and (c) received the Amoxicillin prescription at her Walgreens. On 10/30/2025 — within 24 hours of Karina's 10/29/2025 follow-up email — our Patient Advocate (Luna) sent a comprehensive written reconciliation with FOUR attachments: the Treatment Consent and Plan (signed 10/09/2025), the Statement of Account, the HFD Payment Plan Agreement, and the Visit Summary and Treatment Notes. You were CC'd on that delivery. Delivery is logged. Claiming you didn't get it doesn't make it not delivered.

KARINA CLAIMED:

"At the second appointment, Ms. Alvarez told you that she needed to discontinue your care, and you did not allow it even though she had the right to do so."

FACT:

Factually wrong. The treatment record across visits 10/23/2025, 01/15/2026, 02/17/2026, and 02/23/2026 shows Cristina voluntarily returning to this office four separate times AFTER 10/09/2025. She actively chose to proceed with crown delivery on 02/23/2026. She accepted the bilingual aftercare summaries on 01/16/2026 and 02/24/2026 without objection. No request to discontinue care is on file. If a request to discontinue had been made and denied, that would itself be documented — and it isn't.

KARINA CLAIMED:

"You were harsh, arguing that the crown had already been ordered and that this had been accepted, and that you had videos of it."

FACT:

The crown HAD been ordered and HAD been accepted — both in writing (signed Treatment Consent of 10/09/2025) and on tape (Plaud audio chapters 03:14:26 → 03:58:11). Acknowledging that a crown is custom-fabricated, non-returnable, and patient-accepted is not "harsh." It is accurate. And yes, we do have video and audio of every consultation, as part of routine clinical recording — and those recordings work in the patient's favor when treatment is documented honestly.

KARINA CLAIMED:

"To place that crown, it took three visits to your office until you were finally able to cement it."

FACT:

Crown delivery on a tooth that had a multi-visit root canal and gum surgery on the same anchor requires sequential visits for: (a) intra-oral scan and shade selection; (b) try-in and bite check; (c) final cementation. That is the textbook restorative protocol on a tooth of this complexity. It is not "excessive." It is the standard of care. A single-visit crown on a recently abscessed bridge anchor with active periodontal disease would itself have been malpractice.

KARINA CLAIMED:

"At that last appointment, you stated that a deep cleaning and another root canal were needed."

FACT:

Correct. This was stated to Cristina verbally on 02/23/2026, and was sent to her in writing — in both English and Spanish — on 02/24/2026 (the bilingual visit summary). The deep cleaning is required to treat her active gum disease. The root canal is required on tooth #3 (upper right) because the X-ray taken 01/15/2026 shows decay reaching the nerve. **Your letter acknowledges, in this exact sentence, that we communicated both findings to her.**

KARINA CLAIMED:

"due to the condition of the gums you would not be responsible if it fell out, and that as a courtesy you would replace it as a favor."

FACT:

Correct. This is exactly what the 02/24/2026 bilingual summary documents in writing: "If it falls off once, I will re- cement it for once as a courtesy. But, if we do not treat your gum disease and it falls off again, the tooth will need a brand-new crown at your expense." That is not a contradiction. It is a written acknowledgment of risk, and a written commitment to a free re-cementation if it occurs once. The condition for the warranty is that gum disease is treated. That condition has not been met because she is non-compliant.

KARINA CLAIMED:

"Ms. Alvarez does need a deep cleaning."

FACT:

Direct admission against your own refund request. A patient who needs a deep cleaning has periodontal disease. Deep cleaning (scaling and root planing, ADA codes D4341 / D4342) is by definition the treatment for periodontitis. You cannot in the same letter (a) admit that Cristina needs a deep cleaning, and (b) claim that she does not have gum disease. Those two statements are clinically incompatible. Pick one.

KARINA CLAIMED:

"however, she does not need a root canal at this time since no issue is visible in any other tooth"

FACT:

Factually wrong, and the X-ray that contradicts it is on file in this office. The 01/15/2026 periapical X-ray of tooth #3 (upper right molar, anchor for the upper partial denture) shows decay extending into the dentin and approaching the pulp. This was diagnosed on 01/15/2026, communicated to you in writing in the bilingual 01/16/2026 summary ("Tooth #3 (Upper Right) has a deep cavity reaching the nerve"), and re-warned in the 02/24/2026 summary. If your "regular dentist" is reading a different X-ray and reaching a different conclusion, I am formally demanding their license number and chart records (Section 4 below) so the question can be settled by peer-to-peer clinical review between two licensed dentists.

KARINA CLAIMED:

"the dentist who made the crown — that is, you — performed poor work; the crown is too large"

FACT:

Factually wrong, and explained in writing in the 02/24/2026 summary. Cristina has only TWO solid natural teeth remaining on her upper arch (the two premolars). Everything else is bridge work or missing. Her existing partial denture clasps to the premolars AND to #12 (the new crown). The new crown was deliberately contoured to maintain retention of her existing partial denture. Had we shaped it cosmetically to "look like the others," her existing partial would no longer have fit, and she would have had to pay out-of-pocket for a brand-new partial. The 02/24/2026 summary documents this expressly: "Do not force the partial if it doesn't fit over the new crown; call us to adjust it." We anticipated the issue and instructed her in writing how to handle it. We saved her the cost of a new partial. That is not "poor work" — that is patient-cost-conscious prosthodontic design.

KARINA CLAIMED:

"you cut part of the connection that secures the implant Ms. Alvarez has in the front of her mouth"

FACT:

Factually wrong on two counts. First, **Cristina does not have an implant in the front of her mouth.** She has a long-span canine-to-canine bridge cemented to natural-tooth abutments. This is documented on the 10/09/2025 Plaud audio at 03:11:36 — DR. KANDAR: "This is not implanted. This is your tooth. It's your actual tooth, that last one over here." CRISTINA: "That's mine?" Whoever is feeding Karina the "implant" terminology is wrong about the patient's anatomy. Second, the bridge connector at the upper-left abutment was deliberately sectioned because it was the ONLY way to access and drain the abscess underneath. The audio at 03:11:01 documents this in real time: "we cannot do the root canal with this thing on top." The alternative was to leave the abscess sealed under the bridge — which would have driven the infection into her sinus, eye, or bloodstream. Sectioning the bridge to save the patient from sepsis is not "damage." It is emergency intervention.

KARINA CLAIMED:

"a bridge that was made barely two years ago"

FACT:

Correct, and this is the central admission of your letter. Your own letter, written by an attorney, confirms that the failing bridge was made approximately two years before Cristina ever met me. On the 10/09/2025 audio, Cristina identified the prior dentist as practicing in or near Concord/Pittsburg, California, and confirmed the bridge had been made about 1.5–2 years before. The X-ray we took on intake shows the prior dentist's crown was placed directly on the nerve with no protective tooth structure between the crown margin and the pulp chamber. That is the textbook indication-missed at the time of original placement. The infection that brought Cristina to my office on 10/09/2025 was the predictable consequence of that prior dentist's omission. **You are demanding a refund from the dentist who diagnosed the failure and stopped the infection. You should be writing this letter to the dentist who caused it.**

KARINA CLAIMED:

"insurance covers at 50%, which did not occur with you because you are not part of that insurance's dental network"

FACT:

Correct, and disclosed up-front. Dr. Kandar is out-of-network with Delta Dental. This was disclosed BEFORE treatment began on 10/09/2025. We filed Cristina's Delta Dental claims as a courtesy, with reimbursement going directly to her up to her \$1,500 annual maximum. Insurance status was on the signed Treatment Consent. Insurance status was discussed on the audio at chapter 03:22:50 ("Risks Insurance And Planning"). Cristina chose to proceed with full knowledge of the OON status. There was no concealment.

KARINA CLAIMED:

"although Cristina wanted to pay with her personal credit card, you had her take out financing that, on top of everything, must be paid within one year to avoid interest"

FACT:

Factually wrong. The Plaud audio at chapter 03:46:58–03:58:11 shows Cristina herself filling out the HFD financing application step by step, with Dr. Kandar walking her through each field on her own phone. She entered her own information. She typed her own date of birth. She received the HFD approval and accepted it. The 12-month-no-interest term was disclosed during the application and is printed on the HFD agreement she signed. Most importantly: at chapter 03:52:16, Cristina says on tape: *"I told my daughter the Root Canal is almost \$2,000 and she answered me, yes, that's a normal price."* Karina herself, on the day of treatment, confirmed to her own mother that the pricing was a normal price. That contemporaneous statement is on tape. It cannot be unmade.

KARINA CLAIMED:

"we request that at least part of the money already paid be refunded to Cristina and that the remaining balance still being paid be suspended."

FACT:

This request is denied for ten plain-English reasons set out in Section 9 below, the most important of which are: (a) the practice is not the holder of the financing — HFD is — and we have no contractual ability to "suspend" Cristina's payments to a third-party lender, and (b) the services performed (multi-visit root canal, gum surgery, X-rays, intraoral scans, fabricated and cemented crown, bilingual visit summaries, antibiotic prescription, partial-denture impressions) cannot be returned, undone, or reclaimed.

KARINA CLAIMED:

"We do not wish to resort to the California Dental Board, nor to write about this on your digital platforms; it is not our intention to damage your professional image, but we also consider it fair..."

FACT:

A few notes on this paragraph. First, please proceed with whatever escalation path you find appropriate. Filing with the California Dental Board would put the entire patient record — including the X-rays, the multi-hour audio recordings, the bilingual visit summaries, and your own emails admitting the emergency presentation — in front of an independent professional reviewer. We welcome that review. Second, please be aware that statements made in public reviews on Google, Yelp, social media, or other "digital platforms" are subject to California defamation law. Dishonest factual statements about a licensed professional's care, when contradicted by the documented clinical record, are not protected opinion. Third, please be aware that under California Bar of California Rule of Professional Conduct 8.4 and the duties of candor that apply to licensed attorneys, a written demand letter signed "Karina Alvarez, Esq." that contains material misrepresentations of fact may itself be the subject of a State Bar inquiry.

KARINA CLAIMED:

"If you do not return the money we are requesting, we will be looking into legal action."

FACT:

Please direct any further correspondence regarding legal action to my counsel. The signed financial agreements with this office contain an attorney-fee shifting clause for actions brought to recover paid balances on completed treatment, or to defend services rendered. The patient record — including the Plaud audio recordings, the X-rays, the intraoral photographs, the bilingual aftercare summaries, the signed Treatment Consent, the HFD Payment Plan Agreement, and the full email correspondence with both Cristina and yourself — will be produced under any appropriate process.

NOTE REGARDING YOUR SIGNATURE ("KARINA ALVAREZ, ESQ.")

You have signed your letter as "Karina Alvarez, Esq." If you are a licensed attorney admitted to practice in California or any other U.S. jurisdiction, you are subject to the rules of professional conduct in that jurisdiction. The misstatements of fact in your 04/20/2026 letter — particularly (i) the claim that no written treatment plan was provided, when delivery is logged; (ii) the claim that Cristina was not allowed to discontinue care, when no such request appears in the chart; (iii) the characterization of a non-implant bridge as an "implant"; and (iv) the implication that the financing was forced, when the audio shows Cristina filling out the application herself — are matters this office is preserving for any subsequent State Bar inquiry, peer review, or counter-litigation.

If you are not a licensed attorney and signed your letter as "Esq." in error, please correct the record in your reply.

1. What happened on October 9, 2025 (the day Cristina came in)

IN PLAIN ENGLISH

Cristina arrived in extreme pain with an abscess so large that the pus collection was the size of a golf ball, and the swelling was already pushing up into her face under her left eye. Untreated, that kind of infection becomes orbital cellulitis or sepsis. We treated it that day, before collecting any payment.

- **Active periapical abscess on the upper-left bridge anchor (#12)** with grossly distended buccal soft tissue.
- **Visible facial swelling extending into the upper-left infraorbital region** — distorting the area under her eye.
- **Pus collection approximately the size of a golf ball** when drained intraoperatively.
- **Patient on cardiac medication for aortic stenosis** — raising the systemic risk of any spreading infection.
- **Patient documented standing outside the office in extreme pain that morning** — confirmed by Karina's own emails and the AI receptionist call logs at 11:26 AM and 11:31 AM.

BOTTOM LINE

This was not a routine dental visit. It was a stop-sepsis intervention. We did the work that prevented this infection from reaching Cristina's eye, sinuses, or bloodstream.

2. The infection was caused by the previous dentist — confirmed by Cristina herself, on tape, AND by Karina's own letter

IN PLAIN ENGLISH

Karina's own letter says the failing bridge was "made barely two years ago." That is not by us. Cristina herself, on the 5-hour 10/09/2025 audio recording, identified the previous dentist as practicing in Concord/Pittsburg, CA, confirmed the prior bridge had been done approximately 1.5–2 years before, and confirmed that the prior tooth/crown was even older. The X-ray we took on intake shows that previous dentist's crown was sitting directly on the nerve, with no root canal — the textbook cause of the abscess.

Time	Speaker	Quote (10/09/2025 Plaud audio)
02:22:38	CRISTINA	"My other doctor, this is a bridge, it's permanent."
02:28:51	DR. KANDAR / CRISTINA	"Was that done in Concord or near Pittsburg?" – "Yes."
02:32:12	CRISTINA	"One year and a half. But that tooth was older. It was done before this one."
03:11:36	DR. KANDAR	"This is not implanted. This is your tooth. It's your actual tooth, that last one over here." (Confirms it is NOT an implant.)
03:16:10	DR. KANDAR	"...insurance, because you had that done two years ago, they won't pay on it again. It's only every seven or five years." (Dr. Kandar restating Cristina's stated history while explaining her insurance limits.)
03:20:00	DR. KANDAR (X-ray on screen)	"The nerve, that's the nerve of the tooth where this crown is sitting right on top. So the crown was already made too deep. So whoever did this, they should have told you we need to do a root canal right now."
03:20:33	CRISTINA	"What happened to me now? Why do I have this?"
03:52:16	CRISTINA	"I told my daughter the Root Canal is almost \$2,000 and she answered me, yes, that's a normal price. Unfortunately, we are desensitized in the United States. Everything is so expensive. I never went to the dentist for so many years. And then, two years ago my husband died and I said, well, I have savings."

BOTTOM LINE

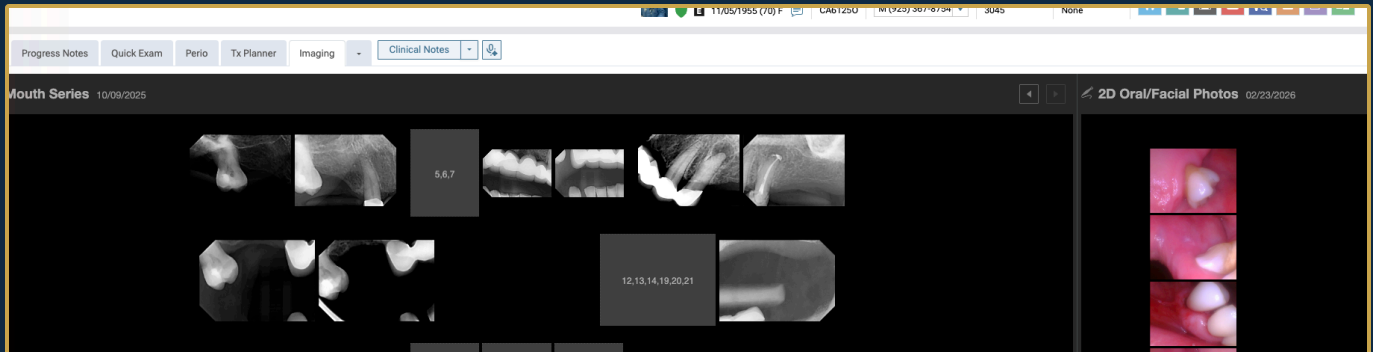
I am the dentist who diagnosed and stopped the infection. I am NOT the dentist who caused it. The previous dentist in Concord/Pittsburg is the one who placed a crown directly on a nerve and skipped the root canal. Karina's own letter confirms the prior bridge timeline. Cristina's own voice on tape confirms the prior dentist, the prior city, the 1.5–2 year timeline of the failing bridge, and her daughter Karina's own contemporaneous statement (relayed by Cristina at 03:52:16) that the \$2,000 root-canal price was a normal price.

3. Cristina has gum disease — the X-rays and intraoral photos prove it

IN PLAIN ENGLISH

Karina's own letter (paragraph 3) admits Cristina "does need a deep cleaning." A patient who needs a deep cleaning has periodontal disease. Below are Cristina's actual X-rays and her actual intraoral photographs, taken at our office. The radiographs show generalized bone loss; the intraoral photographs document acutely inflamed gingival margins, recession, and tissue compromise; and the periodontal chart on file documents bleeding on probing, increased pocket depths, and plaque accumulation. Every textbook finding required to diagnose periodontitis is present. No licensed dentist examining the same patient on the same records can read these and conclude "no gum disease."

Cristina's own X-rays show generalized bone loss, the abscess, and the previous dentist's crown sitting on the nerve

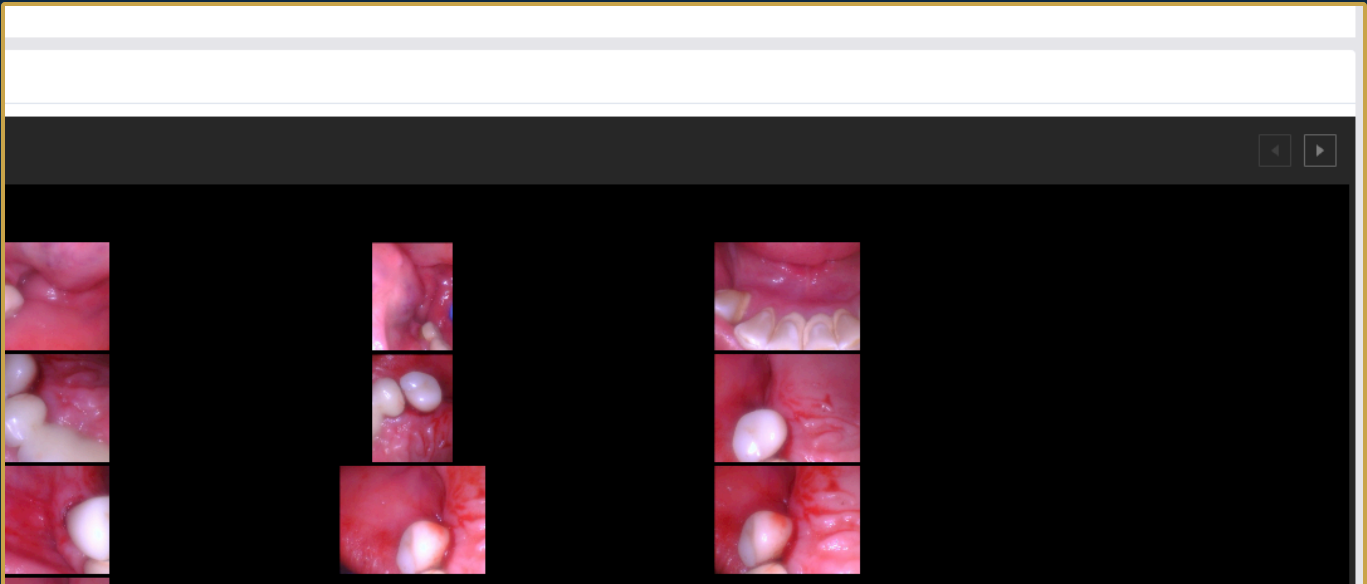


WHAT THESE X-RAYS SHOW (VISIBLE TO ANY LICENSED DENTIST)

- **Generalized horizontal bone loss** — crestal bone has receded down the roots. The gap between the bone level and the cementoenamel junction (CEJ) is the radiographic signature of chronic periodontitis.
- **Periapical radiolucency on the upper-left bridge anchor (#12)** — the dark halo around the root tip is the abscess that drove the emergency presentation.
- **Crown-on-nerve relationship** on the previous dentist's crown — the radiopaque crown margin sits directly on or extremely close to the pulp chamber, with no protective tooth structure between them. This is the prior-dentist failure that caused the infection.
- **Multiple porcelain crowns + the long-span canine-to-canine bridge** placed by the previous dentist — visible across the upper arch.
- **Sparse remaining natural tooth count** on the upper arch — only the two premolars are intact. The rest is bridge work or missing teeth.

Source: Dentrax Ascend imaging module, Cristina Alvarez chart (DOB 11/05/1955), Full Mouth Series dated 10/09/2025. Original DICOM and high-resolution copies producible to any peer reviewer, the California Dental Board, or legal counsel on written request.

Cristina's own intraoral photos document active gingival inflammation, recession, and tissue compromise consistent with active periodontal disease



WHAT THESE PHOTOGRAPHS DOCUMENT (READ TOGETHER WITH THE PERIODONTAL CHART)

- **Acutely inflamed gingival margins** — bright-red, edematous tissue at the gumline around the upper anterior crowns and bridge margins. Bleeding on probing was recorded at clinical examination and entered in the periodontal chart; the photographic inflammation is the visual correlate of that bleeding finding. Healthy gums do not look like this.
- **Gingival recession** — gum tissue receded from crown margins, exposing root surfaces and crown-margin shoulders. A classic sign of progressed periodontal disease.
- **Generalized erythema and edema** — gum tissue is bright red and swollen rather than the healthy coral-pink of stable gums.
- **Plaque and calculus accumulation** at multiple gumline interfaces, including under bridge connectors where toothbrush bristles cannot reach. Documented at clinical exam; visible at gumline interfaces in the photographs.
- **Compromised tissue contour around the bridge anchor** — visible distortion at the abscess site.

Source: Dentrix Ascend imaging module, Cristina Alvarez chart, 2D Oral/Facial Photos taken during routine clinical documentation across visits. Full-resolution originals, plus the corresponding periodontal chart entries (probing depths, recession, bleeding on probing, mobility, plaque index), producible to any peer reviewer, the California Dental Board, or legal counsel on written request.

BOTTOM LINE

Cristina has multiple missing teeth, a long-span bridge, an abscessed tooth, inflamed gingival tissue, recession, plaque accumulation, bleeding on probing recorded in her periodontal chart, bone loss on radiographs, and a self-admitted history of going years without consistent dental care. There is no clinical universe in which this patient has "no gum disease." Even Karina's own letter admits the deep cleaning is needed. That admission is itself a diagnosis of periodontitis.

4. Formal demand for the "regular dentist's" credentials and chart records

14-DAY DEMAND FOR INFORMATION

I am formally demanding the following, in writing, within 14 calendar days of receipt of this letter:

1. The "regular dentist's" full legal name.
2. Their California (or other state) dental license number.
3. Their NPI (National Provider Identifier).
4. The address and phone number of the practice where the new examination took place.
5. The date of the new examination and the new X-rays.
6. A complete copy of the new X-rays referenced in your 04/20/2026 letter.
7. A copy of the periodontal charting (probing depths, recession, bleeding on probing, mobility, plaque index) from the new examination.
8. The dentist's written, signed statement of the conclusion that "no root canal is needed at this time" on tooth #3, and that Cristina "does not have gum disease," with the diagnostic basis for each conclusion.

I am willing to do a **direct peer-to-peer clinical review** with that dentist at no cost to Cristina, at any mutually convenient time. Two licensed clinicians looking at the same X-rays and the same photographs can resolve this question in fifteen minutes.

DEADLINE: 14 calendar days from the date of this letter. If the requested information is not produced, both claims will be treated as unsubstantiated in the chart, and in any submission to the California Dental Board, peer-review body, or legal counsel.

5. The multi-step root canal was the standard of care, not "milking the case"

IN PLAIN ENGLISH

Your letter implies something is wrong with the root canal taking multiple visits. The opposite is true. For an abscess as large as Cristina's, single-visit root canal is AGAINST the standard of care. Sealing a tooth with active pus inside it forces the infection deeper into the bone — exactly what would have driven it into her eye. Every accredited dental school in the United States teaches multi-visit endodontics for an abscess this severe.

1. **Active purulent drainage.** Tooth must be left open or temporized to let the abscess decompress. Sealing it in one visit drives the infection back into the periapical bone — exactly the mechanism that would have advanced the infection toward the orbit.
2. **Intracanal medicament.** Calcium hydroxide (or equivalent) placed in the canal for 7–14 days between visits to reduce bacterial load. Cannot be done in one visit.

3. **Confirmation of resolution.** The lesion must be confirmed clinically (no swelling, no pain, no drainage) AND radiographically (signs of bony repair) before the canal is sealed.
4. **Systemic antibiotic course.** Cristina was placed on Amoxicillin. The course needs time to take effect before final restoration.
5. **Crown reconstruction sequencing.** Final crown can only be cemented after the periapical lesion is confirmed resolved — otherwise the crown traps the infection.

BOTTOM LINE

The multi-step approach was not an upcharge. It was the textbook protocol for treating an abscess of this severity safely. Doing otherwise would itself have been a deviation from the standard of care.

6. Why the new crown is shaped the way it is

IN PLAIN ENGLISH

Cristina has only two solid natural teeth on her upper arch — the two premolars. Everything else is bridge or missing. Her existing partial denture clips onto those premolars and onto the new crown on #12. We deliberately shaped the new crown to match the partial denture's clasp pattern. If we had shaped it cosmetically, the partial wouldn't fit, and Cristina would have had to pay out-of-pocket for a new partial. We saved her that cost.

02/24/2026 BILINGUAL SUMMARY ANTICIPATED THIS ISSUE AND INSTRUCTED YOU IN WRITING

"Do not force the partial if it doesn't fit over the new crown; **call us to adjust it.**"

7. The financial record — who is actually holding the money

IN PLAIN ENGLISH

The practice has not collected the disputed amount. The financing went through Healthcare Finance Direct (HFD) with \$0 down and 0% interest for 12 months. Cristina's monthly payments go to HFD, not to us. A "balance suspension" cannot be granted by us because we are not the lender.

EVIDENCE D — PATIENT ADVOCATE FULL RECONCILIATION, 10/30/2025 (LUNA)

From: hello@uno.dental — To: c.m.ardiles@gmail.com — CC: karina.alvarez.a@gmail.com — 10/30/2025

"First and foremost — you haven't been charged by our office... your financing was processed through HFD under a \$7,500 approval with zero down payment and no interest for 12 months... **That means we have not received any funds yet — your payments go directly to HFD, not to our office.** We also filed your Delta Dental claims as a courtesy even though Dr. Kandar is an out-of-network specialist..."

Eight attachments were re-sent. Delivery is logged. You and Cristina were both copied. The "we never received written documentation" claim is contradicted by the office's own outbound mail log.

8. The communication record

10/09/2025	Spanish-language NexHealth aftercare summary (same day)
10/09/2025	Amoxicillin Rx sent to Walgreens (same day)
10/09/2025	5-hour Plaud audio recording (Evidence E1)
10/09/2025	Treatment Consent and Plan electronically signed (same day)
10/10/2025	Reply to Karina's "Amoxicillin" email
10/17/2025	Reply to Karina's "Patient Cristina Alvarez" email
10/23/2025	Bilingual aftercare summary "Resumen Después de la Visita"
10/30/2025	Patient Advocate full reconciliation, 4 attachments (Evidence D)
01/15/2026	3h 50m Plaud audio recording (Evidence E2)
01/16/2026	Bilingual Clinical Summary & Care Plan
02/24/2026	Bilingual Clinical Summary & Treatment Risks
04/23/2026	Auto-acknowledgment of receipt of Karina's "Request for review"

9. Ten plain-English reasons a refund is not possible

1 We are not the ones holding your money.

Your \$7,500 financing went through HFD. You pay HFD, not us. The "balance suspension" you request is between you and HFD.

2 Services cannot be returned.

Multi-visit root canal on #12, gum surgery, X-rays, intraoral scans, antibiotic prescriptions, partial-denture impressions, a fabricated and cemented crown, and multiple bilingual treatment summaries were performed and delivered. None can be "given back."

3 Materials cannot be recovered.

Anesthetic, root-canal files, gum-surgery disposables, the laboratory-fabricated crown, cement, scan supplies, X-ray sensors, gloves, and PPE consumed across five clinic visits cannot be reclaimed.

4 Clinical labor cannot be recovered.

Five visits — including more than 8 hours of recorded chair-side consultation time alone — have already been paid out by the practice in salaries and overhead.

5 Insurance was filed as a courtesy.

Dr. Kandar is out-of-network with Delta Dental. We filed your \$1,500 annual maximum claim as a courtesy so reimbursement would go to *you*. Returning insurance proceeds is not legally possible without misrepresenting services to the carrier.

6 Cristina signed the Treatment Consent on 10/09/2025.

She electronically signed before treatment began. Fees, procedures, OON status, and risks were all disclosed. **And we have audio of her accepting the plan** at chapter 03:14:26 → 03:58:11 on 10/09/2025.

7 Risk was disclosed in writing, in two languages, repeatedly, and on tape.

See the 01/16/2026 and 02/24/2026 bilingual summaries and the 5-hour audio recording. There were no surprises.

8 No-refund policy.

Industry standard. Fees for services rendered are non-refundable.

9 The infection was caused by a previous dentist.

By Cristina's own words on tape. By the X-ray finding of crown-on-nerve. By Karina's own letter admitting the prior bridge was "made barely two years ago."

10 The multi-step root canal was the standard of care.

For an abscess that nearly reached her orbit, multi-visit endodontics with antibiotics and intracanal medicament is exactly what the American Association of Endodontists requires. Single-visit treatment would itself have been malpractice.

BOTTOM LINE

For all of these reasons, I cannot — and will not — issue a refund. I am being straightforward with you about that rather than leaving the question open.

10. Where this goes from here

IN PLAIN ENGLISH

I am open to a written, professional conversation about the actual record. I am not open to a refund discussion. Cristina will not be returning to this office for further treatment, including the urgent #3 root canal — please transfer her records to the dentist of her choice. Below are the action items I expect from you within 14 days, and the paths available to you if you want to escalate this.

Required action items from you within 14 days

- Provide the "regular dentist's" credentials and chart records as listed in Section 4 above.
- Provide a signed Records Release authorizing this office to transfer Cristina's complete chart — including X-rays, intraoral photographs, periodontal charting, treatment notes, audio recording transcripts, and visit summaries — to the dentist of her choice for continuity of care.
- Confirm in writing whether Karina is a licensed attorney, and if so, in what jurisdiction and under what bar number.

If you choose to escalate

- **California Dental Board:** I will cooperate fully. The Board will receive the bilingual visit summaries, signed Treatment Consent, HFD financing agreement, Delta Dental claims and EOBs, both multi-hour audio recordings, the X-rays demonstrating bone loss, the intraoral photographs documenting bleeding, and the full email correspondence — including this letter and your 04/20/2026 letter.
- **Legal counsel:** Please direct further correspondence to my counsel. The signed financial agreements with this office contain an attorney-fee shifting clause for actions brought to recover paid balances on completed treatment.
- **Public defamation:** Public statements about a licensed professional's care that are contradicted by the documented clinical record are not protected opinion under California defamation law.
- **Peer-to-peer clinical review:** Offered above at no cost. Two licensed clinicians can resolve the gum-disease and #3-RCT questions in fifteen minutes by looking at the same X-rays and photographs.

The most important thing I will say to you, Cristina, is that Karina's letter is asking you to walk away from a treatment plan that is in your interest, on the basis of a "second opinion" from a dentist whose credentials have not been disclosed and whose findings contradict the X-rays we took on day one. The longer #3 goes untreated, the higher the risk that you lose it — and with it, the stability of your partial denture. I would urge you, regardless of how this dispute resolves administratively, to seek timely follow-up care with a qualified provider so the foundation we built does not collapse for lack of finishing.

Respectfully,

Mohammad Amjad Kandar, DDS

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