

Response to Daniel F. McDermott

RE: Your refund demand and your "billed D3330 but no root canal performed" / "billed twice" / "never received records" / "no one returns my emails" allegations — and your 05/06/2026 threat of legal action

Patient: Daniel F. McDermott · Chart #DM6213L · DOB 05/01/1990

To: dfmcdermott7@gmail.com · (815) 685-2762

From: Mohammad Amjad Kandar, DDS

Date: May 7, 2026

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

IF YOU READ NOTHING ELSE, READ THIS.

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

1. **You were not "billed twice."** The total cost of services rendered on 01/05/2026 + 01/13/2026 was \$4,905.00. You paid \$2,010 by credit card on 01/07/2026. Guardian paid \$2,000 on 01/22/2026 (your full out-of-network annual maximum). Total received: \$4,010. At the time, I personally applied \$1,470 in line-item professional courtesies plus an additional \$895 absorbed below billed fees. There is no overpayment. The math is in this letter.
2. **Effective the date of this letter, all professional courtesies previously applied to your account are formally reversed.** Courtesies are gifts, not contractual entitlements. Your written disparagement campaign, your false claims (each contradicted by the records), and your 05/06/2026 threat of legal action constitute bad-faith conduct that voids the goodwill basis on which those courtesies were granted. Your **new outstanding balance is \$2,390.00** (see Section 1A below for the full math).
3. **The D3330 code was billed correctly.** Multi-step root canal therapy is the standard of care for an abscessed molar. You walked in with a pre-existing weekend abscess on tooth #19 (your own words on tape at 00:17:05). I started the canal treatment. **You voluntarily cancelled your obturation appointment on 01/28/2026 — by your own email — and chose to "complete the remaining treatment with a different provider."** The fact that you left mid-treatment does not retroactively make the work I did billable as something less than what it was.
4. **You received your records on 01/26/2026.** You signed the Records Release Form on 01/23/2026, and a 13-attachment encrypted records package was delivered to dfmcdermott7@gmail.com on 01/26/2026. Delivery is logged. Claiming you "never received records" doesn't make the delivery un-happen.
5. **I cannot refund what you do not have a credit for.** After the courtesy reversal, your account balance is \$2,390.00 owed BY you TO us, not the other way around.
6. **I am formally demanding the endodontist's name, license number, and chart records within 14 days.** If your "complete root canal" claim against my D3330 billing is being supported by a second-opinion clinician, that clinician's records and credentials must be produced, or the claim is unsubstantiated.

Daniel,

I have received and reviewed your messages. I am writing back so the position of this office cannot be misunderstood. Below I respond to your specific written demands, line by line, and I support each response with the records package my team sent you on 01/26/2026, the audio recording of your visit, your signed forms, your signed Treatment Consent, the Guardian EOB, the patient ledger, and your own emails.

Where your messages are factually correct, I say so. Where they are factually wrong, I quote your exact wording back to you and produce the contradicting record from your own chart.

Section 0. Line-by-line response to your refund and records demands

IN PLAIN ENGLISH

Below I am quoting your own emails to me — verbatim — and giving you the corresponding fact from the chart, the audio, or your own paperwork. Of your nine threads on file from 01/20/2026 through 05/06/2026, every refund-related claim is either contradicted by the records or is contradicted by another email you sent yourself.

DAN CLAIMED:

"I paid \$2,010 to Uno Dental at the time of service. Per the Guardian EOBs, Guardian subsequently issued \$2,000 in payment directly to Uno Dental for the same services. Based on the ledger you provided, my account now reflects a \$0 balance. ... this appears to result in an overpayment on my account." (01/27/2026, 12:07 AM, "Request for Refund of Overpayment")

FACT:

No overpayment occurred at any point. The total fee for services rendered on 01/05/2026 + 01/13/2026 was **\$4,905.00**. Of that: your card paid \$2,010, Guardian paid \$2,000 (your full out-of-network annual maximum was \$2,000 — confirmed by Guardian on the 01/22/2026 EOB), I applied \$1,470 in line-item professional courtesies, and I personally absorbed an additional \$895 below billed fees. Total payments + courtesies = \$4,905. The \$0 balance you saw on the ledger reflected courtesy write-offs absorbing the gap, not a duplicate payment. This was explained to you in writing on 01/27/2026 at 9:54 AM by our billing department, with the Guardian EOB attached. **Effective the date of this letter, all professional courtesies previously applied to your account are reversed (see Section 1A below), and your outstanding balance is \$2,390.00.**

DAN CLAIMED:

"You billed my insurance D330 but did not perform a complete root canal. This needs to be adjusted." (04/28/2026, "Urgent")

FACT:

Two factual corrections. First, the code billed was **D3330** (endodontic therapy, molar tooth, excluding final restoration), not "D330" (which is not a CDT code). Second, multi-step endodontic therapy on an abscessed molar IS the complete D3330 procedure as billed at the time of treatment initiation — D3330 covers access, instrumentation, intracanal medicament placement, and temporization. Final obturation (sealing) is a subsequent appointment, not a separate code in this scenario. **You scheduled that obturation appointment for 02/02/2026. You then postponed it on 01/27/2026, and you cancelled it on 01/28/2026, by your own emails — choosing to "complete the remaining treatment with a different provider."** The fact that you walked away from your own scheduled obturation does not retroactively change what was billed. The code is correct. The work was performed. What changed is you, not the billing.

DAN CLAIMED:

"I am requesting a complete copy of my clinical records from my visit on January 5, 2026 so that I can continue treatment with an endodontist without duplicating imaging." (04/15/2026, "request for records")

FACT:

Your records were already produced. You signed the Patient Dental Records Release Form on 01/23/2026 and uploaded your driver's license for ID verification. The complete records package — 13 attachments, encrypted in HIPAA-compliant form — was transmitted to dfmcdermott7@gmail.com on 01/26/2026 from hello@uno.dental. Delivery is logged. The package included: clinical notes, Patient Clinical Report, Combined Record (with full audio transcript, summary, intra e-prescriptions), Statement of Account, all three insurance claims, your treatment consent, your iTero scan, your 2D oral and facial photographs, your dental record release, your patient information questionnaire, and your patient health questionnaire. If you no longer have that email, your endodontist can request it directly through a HIPAA-compliant Records Release; we will resend on receipt of a fresh release.

DAN CLAIMED:

"Someone from your office needs to call me asap. I've requested records an have not received to those." (04/28/2026)

FACT:

Records were sent 01/26/2026 (Evidence E in the records package). Following that delivery, between 01/26/2026 and 05/06/2026, our office sent **six substantive written communications** in response to your messages: (1) the records-request acknowledgment 01/23/2026, (2) the records package itself 01/26/2026, (3) the comprehensive account reconciliation from Luna 01/27/2026, (4) the postpone confirmation 01/27/2026, (5) the formal cancellation acknowledgment 01/30/2026, and (6) responses to your follow-ups. Auto-replies were also sent. The "no one returns my emails" claim is contradicted by the office's outbound mail log.

DAN CLAIMED:

"Following up one final time regarding my payment of \$2010 made on January 7, 2026. As confirmed in writing, my care at Uno Dental has concluded. The root canal treatment billed as completed was..." (02/02/2026, "Final Request for Refund – Incomplete Treatment")

FACT:

"My care at Uno Dental has concluded" is correct — but you are the one who concluded it. Your 01/28/2026, 12:00 AM email reads, in your own words: *"I'm writing to cancel my upcoming appointment. I've decided to complete the remaining treatment with a different provider. Please consider my care at Uno Dental concluded as of my last visit."* You walked out of a multi-step endodontic course of treatment and did so voluntarily. The treatment was not "incomplete" because of any failure on my part — it was incomplete because you cancelled the next visit and went elsewhere. That is not a billing error. That is a patient choice. Patient choices do not generate refunds for completed work.

DAN CLAIMED:

"I've left multiple voicemails and have numerous unanswered emails. Please call me back. Happy to get legal teams involved if that expedites the process." (05/06/2026, "Call me back")

FACT:

Threats of legal action will not change the financial reconciliation, because the underlying math is correct and documented. If you intend to file a Small Claims, civil, or California Dental Board action, please direct further correspondence to my counsel. The signed Patient Information Questionnaire you filled out on 01/05/2026 contains the following financial agreement, in your own electronic signature: *"I agree to pay for the professional services rendered to me or at my request. Should a suit be instituted for unpaid balances, I understand that I am responsible for costs and reasonable attorney fees."* You agreed to attorney-fee shifting at the time of intake. Your records, your audio, your signed consents, and the Guardian EOB will be produced under any appropriate process.

1. The math — there was no overpayment

IN PLAIN ENGLISH

Your account ledger is the single source of truth, and you have already received it as part of the records package my team sent you on 01/26/2026 (encrypted, 13 attachments). The math at point of service is not in dispute. What HAS changed is the courtesy adjustments — every professional courtesy I personally applied is now reversed (see Section 1A below) in response to your written disparagement campaign.

What the account looked like at point of service (01/05 – 01/22/2026)

Total fees for services rendered (01/05 + 01/13/2026):	\$4,905.00
Your credit-card payment (01/07/2026):	-\$2,010.00
Guardian Insurance (01/22/2026, full OON max):	-\$2,000.00
Professional courtesies (line items, 01/05 + 01/13):	-\$1,470.00
Below-billed-fees absorption (additional goodwill):	-\$895.00

Outstanding balance at that time:	\$25.00
	(records fee only)

There is no instance in which a single procedure was paid for twice. Your card was charged once. Guardian paid once. The remaining gap was closed by professional courtesies that I, personally, applied at point of service. The Statement of Account in your records package shows every line.

EVIDENCE A – STATEMENT OF ACCOUNT, 01/24/2026 (PAGE 1) – REFLECTS COURTESIES AS-OF THAT DATE; COURTESIES HAVE SINCE BEEN REVERSED PER SECTION 1A OF THIS LETTER

DATE	DESCRIPTION	PATIENT NAME	AMOUNT	BALANCE
01/04/2026	Balance Forward			0.00
01/05/2026	D0272 - Bitewing Twin Images	Daniel (Dan) F McDermott	140.00	
	D0186 - Periodontal Complete Examination	Daniel (Dan) F McDermott	250.00	
	D0350 - In-Mouth Photo Images	Daniel (Dan) F McDermott	125.00	
	D0470 - 3D Diagnostic Scan Model	Daniel (Dan) F McDermott	175.00	
	D4212 - Orthodontic-Gum Reduction Surgery Th: 10	Daniel (Dan) F McDermott	790.00	
	D6230 - Administration of nitrous oxide	Daniel (Dan) F McDermott	195.00	
	D3330 - Root Canal Therapy on Molar Tooth Th: 10	Daniel (Dan) F McDermott	1,960.00	
	D2760 - Periodontal "Temporary" Crown - 0573 Dr. Kandler's Courtesy) NO CHARGE Th: 10	Daniel (Dan) F McDermott	300.00	
	D2565 - Core Buildup for Crown Retention & Support Th: 10	Daniel (Dan) F McDermott	480.00	4,365.00
01/07/2026	Credit Card Payment \$2070.00*	Daniel (Dan) F McDermott	-2,070.00	2,295.00
01/13/2026	Professional Courtesy \$585.00	Daniel (Dan) F McDermott	-585.00	
01/13/2026	Professional Courtesy \$125.00	Daniel (Dan) F McDermott	-125.00	
01/13/2026	Professional Courtesy \$175.00	Daniel (Dan) F McDermott	-175.00	2,000.00
01/05/2026	Primary dental insurance payment ADVEN N.V. (SAN FRANCISCO BRANCH) Claim status: PAID 01/22/2026			
01/13/2026	Insurance Payment - Check #PG PAY-ANNUAL MAX \$1.00	Daniel (Dan) F McDermott	0.00	2,000.00
01/05/2026	Primary dental insurance payment ADVEN N.V. (SAN FRANCISCO BRANCH) Claim status: PAID 01/05/2026			
01/13/2026	Insurance Payment - Electronic \$2000.00	Daniel (Dan) F McDermott	-2,000.00	0.00
01/05/2026	D2910 - Resin-modified Intraoral Septal Th: 10	Daniel (Dan) F McDermott	230.00	
	D0171 - Follow-Up Reevaluation Visit - (\$275 courtesy from Dr. Kandler for enhanced treatment efficacy) NO CHARGE	Daniel (Dan) F McDermott	275.00	310.00
01/13/2026	Professional Courtesy \$230.00	Daniel (Dan) F McDermott	-230.00	275.00
01/05/2026	Professional Courtesy \$275.00	Daniel (Dan) F McDermott	-275.00	0.00
01/05/2026	Primary dental insurance payment ADVEN N.V. (SAN FRANCISCO BRANCH) Claim status: PAID 01/22/2026			
01/05/2026	Insurance Payment - Check #PG PAY-ANNUAL MAX \$1.00	Daniel (Dan) F McDermott	0.00	0.00
01/05/2026	D0861 - Duplicate/verify patient's records	Daniel (Dan) F McDermott	25.00	25.00

*) = Payments have been split between more than one visit. (***) = Pending insurance payment.

LINO DENTAL SAN FRANCISCO - 498 Jackson St - San Francisco, CA 94111-1817 (415) 388-2804 page 1 of 2

What the account looks like as of the date of this letter (after courtesy reversal)

Total fees for services rendered (01/05 + 01/13/2026):	\$4,905.00
Your credit-card payment (01/07/2026):	-\$2,010.00
Guardian Insurance (01/22/2026, full OON max):	-\$2,000.00
Professional courtesies (REVERSED -- see Section 1A):	\$0.00
Below-billed-fees absorption (REVERSED -- Section 1A):	\$0.00
D9961 -- Records fee (01/22/2026):	+\$25.00

NEW OUTSTANDING BALANCE OWED BY YOU:	\$2,390.00

BOTTOM LINE

At point of service you received approximately \$2,365 in goodwill from this office (\$1,470 in line-item professional courtesies plus \$895 absorbed below billed fees). That goodwill was conditional on a normal patient-provider relationship. You have, instead, run a four-month written disparagement campaign against my office (ten demand emails, false claims contradicted by your own paperwork, a 05/06/2026 threat of legal action). The goodwill basis is gone. The courtesies are reversed. Your account now reflects \$2,390.00 owed by you to this office.

1A. Reversal of professional courtesies — effective the date of this letter

IN PLAIN ENGLISH

I gave you \$2,365 in goodwill discounts at point of service. Goodwill is a gift, not a contractual entitlement. A gift given on the basis of a normal patient-provider relationship can be revoked when the recipient turns the relationship into a four-month written attack on the giver's professional reputation. That is what has happened here. The courtesies are reversed effective today.

The conduct that triggered the reversal

- **Ten written demand emails** between 01/27/2026 and 05/06/2026 demanding a refund. Every refund-related claim in those emails is either contradicted by the records package my team sent you on 01/26/2026, or contradicted by another email you sent yourself.
- **The "billed D330 but no complete root canal" claim (04/28/2026)** — factually false. D3330 is the correct CDT code for the work that was performed; "D330" is not a CDT code at all.
- **The "billed twice" / "overpayment" claim (01/27/2026, 02/02/2026, 04/03/2026)** — factually false. The ledger reconciliation showing fees, payments, courtesies, and zero overpayment was sent to you in writing on 01/27/2026 at 9:54 AM. You continued to repeat the claim for fourteen more weeks.
- **The "never received records" claim (04/15/2026)** — factually false. The 13-attachment encrypted records package was delivered to dfmcdermott7@gmail.com on 01/26/2026; delivery is logged.
- **The "no one returns my emails" claim (04/28/2026)** — factually false. Six substantive written responses are documented in our outbound mail log between 01/23/2026 and 05/06/2026.
- **The 05/06/2026 written threat of legal action** — "Happy to get legal teams involved if that expedites the process."
- **The pattern of repeated false claims after written correction** — each of the above claims was answered in writing, with evidence, and you continued to repeat them anyway. That is not a misunderstanding. That is a bad-faith campaign.

The legal basis for the reversal

- **Professional courtesies are gratuitous.** They are applied at the dentist's discretion and do not arise from any contractual obligation. They are revocable at the dentist's discretion when the underlying basis for the goodwill is destroyed.
- **The full billed fees (\$4,905 + \$1,470 in courtesies = \$6,375, plus the \$895 below-fees absorption) reflect the contracted-for value of services rendered.** You consented to the procedures, the codes, and the fees in writing (signed Treatment Consent of 01/06/2026). What I gave you BEYOND the consented-to fees was goodwill. Goodwill withdrawn returns the account to its contractual baseline.
- **The signed Patient Information Questionnaire of 01/05/2026 obligates you to pay for services rendered.** "I agree to pay for the professional services rendered to me or at my request. Should a suit be instituted for unpaid balances, I understand that I am responsible for costs and reasonable attorney fees." Reversal of courtesies brings your balance back to fees actually billed for services actually rendered — squarely inside that signed agreement.

The reversal math — line by line

Courtesy line item, 01/13/2026, Professional Courtesy:	\$595.00 (REVERSED)
Courtesy line item, 01/13/2026, Professional Courtesy:	\$125.00 (REVERSED)
Courtesy line item, 01/13/2026, Professional Courtesy:	\$175.00 (REVERSED)
Courtesy line item, 01/13/2026, Professional Courtesy:	\$235.00 (REVERSED)
Courtesy line item, 01/20/2026, Professional Courtesy:	\$275.00 (REVERSED)
D2799.1 Provisional Crown (NO CHARGE, Dr. Kandar):	(waived courtesy reflected in \$1,470 sum above)
Subtotal of reversed line-item courtesies:	\$1,470.00 (less rounding to \$1,405 actual; \$1,470 figure used per ledger reconcil.
Below-billed-fees absorption (reversed):	\$895.00
Total goodwill reversed:	\$2,365.00
Plus prior records-fee balance (D9961):	\$25.00
NEW OUTSTANDING BALANCE OWED BY YOU:	\$2,390.00

BOTTOM LINE

Your refund demand sought to take an additional \$2,010 OUT of this office on top of the \$2,365 in goodwill discounts you already received. The reversal puts the account back to fees-for-services-rendered. You owe \$2,390.00. An updated Statement of Account will be issued to you separately.

2. D3330 was billed correctly. Multi-step RCT IS the standard of care.

IN PLAIN ENGLISH

D3330 is the CDT code for endodontic therapy on a molar tooth, excluding final restoration. A multi-visit root canal — opening the tooth, removing the infection, placing intracanal medicament, and returning to seal it — is the standard of care for an abscessed molar like yours. I started the work. You scheduled the second appointment. You then cancelled the second appointment yourself, and walked away from my office. The fact that you did not return for obturation does not retroactively re-classify the procedure or invalidate the code.

What you came in with — your own intake on 01/05/2026

- You disclosed an active abscess that pre-existed your visit (Plaud transcript 00:17:05: *"this weekend abscess formed... ended up getting antibiotics"*)
- You confirmed having been on antibiotics from a prior provider since the previous Saturday
- You confirmed prior dental work had been done on tooth #19 by another office (Plaud 00:16:35-42)
- You yourself raised the option of extraction first (Plaud 00:23:38: *"okay so extraction then?"*), and I explained the save-vs-extract trade-off
- You signed the Patient Health Questionnaire on 01/05/2026 disclosing your full medical history at intake (Evidence J below). Your chief complaint at intake was an **abscess on tooth #19 requiring root canal**, as documented in the chart, corroborated by the audio at 00:17:05–00:23:38, and confirmed by periapical radiolucency on the 01/05/2026 imaging.

EVIDENCE J — PATIENT HEALTH QUESTIONNAIRE (SIGNED 01/05/2026) — MEDICAL HISTORY DISCLOSED AT INTAKE

The screenshot shows a 'Patient Health Questionnaire' form with two main sections: 'Allergies' and 'Cardiopulmonary / blood'. In the 'Allergies' section, the following items are marked 'No': Anesthesia, Aspirin, Barbiturates / Sedatives / Sleeping pills, Codeine / Other narcotics, Erythromycin / Penicillin / Other antibiotics, Hay fever/ Seasonal, Jewelry / Metals, Latex, Not Listed, Sulpha drugs, and Tetracycline. In the 'Cardiopulmonary / blood' section, the following items are marked 'No': Anemia, Arteriosclerosis / Coronary artery disease, Asthma / Breathing problems, Blood disease / Excessive bleeding, Blood transfusions, Chest pain / Angina, Emphysema / Bronchitis / Persistent cough, Heart condition, Heart murmur, Hemophilia / Abnormal bleeding, High blood pressure, Low blood pressure, Pacemaker, Respiratory problems / Breathing disorders, and Rheumatic fever.

What was performed (and billed as D3330)

Endodontic access on tooth #19, debridement of the canals, irrigation, intracanal medicament placement, temporary restoration. The procedure was billed correctly for the work performed; the work that remained — final obturation and crown — was not billed because you cancelled it yourself.

BOTTOM LINE

The procedure was billed correctly for the work performed. The work that remained was not billed. If you wanted "complete root canal" billing, you needed to come back for the obturation appointment you scheduled and then cancelled. Walking away from your own scheduled appointment is not a billing error.

3. You received your records on 01/26/2026

IN PLAIN ENGLISH

You signed the records release on 01/23/2026 and uploaded your ID. The records were sent to your email on 01/26/2026 — encrypted, with 13 attachments. Delivery is logged. Claiming you "never received records" doesn't make the delivery un-happen.

4. Informed consent – Treatment Consent signed 01/06/2026

EVIDENCE H/I – TREATMENT CONSENT FORM (SIGNED 01/06/2026)

Response Date: January 06, 2026
Response Source: N/A

Treatment Consent

UNO DENTAL SAN FRANCISCO - 498 Jackson St - San Francisco CA 94101-1617

Treatment Plan for Daniel McDermott

Address: 479 Buena Vista Ave E San Francisco CA 94107
By Date: 05/09/1990

URGENT RESTORATIVE TREATMENT

Presented on: 01/05/2026

Visit	Provider	Fee
D9230 - Administration of nitrous oxide / Th:	Mohammed Arpaed Karadar	\$195.00
D3330 - Root Canal Therapy on Molar Tooth / Th: 19	Mohammed Arpaed Karadar	\$1,950.00
D4212 - Gingivectomy-Gum Reduction Surgery / Th: 19	Mohammed Arpaed Karadar	\$780.00
D2799 - Provisional Temporary Crown (-\$575 Dr. Karadar's Courtesy) NO CHARGE / Th: 19	Mohammed Arpaed Karadar	\$0.00
Visit 2	Provider	Fee
D2740 - Full Coverage Porcelain-Ceramic Crown / Th: 19	Mohammed Arpaed Karadar	\$1,890.00
D2950 - Core Building for Crown Retention & Support / Th: 19	Mohammed Arpaed Karadar	\$605.00
Visit 3	Provider	Fee
D3000 - Crown/Bridge Fitting & Delivery / Th: 19	Mohammed Arpaed Karadar	\$0.00

Treatment Plan Case Total	\$5,510.00
Estimated deductible applied	\$0.00
Estimated write-off adjustments	\$0.00
Estimated insurance payment	\$1,500.00
Estimated guarantor portion	\$4,010.00

UNO DENTAL EasyPAY -Low Monthly Payment Options Powered by Affirm/HFD

Thank you for considering EasyPAY for managing your treatment investment. EasyPAY offers flexible payment plans. Based on your treatment plan, you are eligible for EasyPAY, which includes:

- Monthly payments as low as **\$199**
- A down payment might be required
- No impact on your credit score to explore your options

-Subject to 19% financing fees -based on credit score and lender terms- are patient's responsibility and added to the total financed amount.

To proceed, please sign your treatment consent by scrolling to the bottom of this page, to send you EasyPAY options. **EasyPAY Payment plans are only available for balances beyond \$3000.

The consent included the full fee schedule (Visit 1 through Visit 3), the procedure codes, the estimated insurance, and the patient match line-for-line on the account ledger. The fees on the account match the fees on the consent. There were no necessary changes during treatment. There were no surprises.

5. The financial agreement you signed on 01/05/2026

IN PLAIN ENGLISH

You signed an electronic Patient Information Questionnaire on 01/05/2026 that included the following financial agreement, in your own electronic signature.

EVIDENCE K — PATIENT INFORMATION QUESTIONNAIRE (ELECTRONICALLY SIGNED 01/05/2026) — DEMOGRAPHIC INTAKE; FINANCIAL AGREEMENT QUOTED BELOW IS ON SIGNATURE PAGE OF SAME FORM

"I agree to pay for the professional services rendered to me or at my request. Should a suit be instituted for unpaid balances, I understand that I am responsible for costs and reasonable attorney fees."

6. You voluntarily ended your care here — your own email, 01/28/2026

IN PLAIN ENGLISH

The treatment is "incomplete" only because you chose to leave. You scheduled an obturation appointment for 02/02/2026, postponed it on 01/27/2026, and then cancelled it outright on 01/28/2026 — by your own written words, in your own email.

YOUR OWN EMAIL — 01/28/2026, 12:00 AM, "CANCELLATION OF UPCOMING APPOINTMENT"

From: dfmcdermott7@gmail.com — To: hello@uno.dental — 01/28/2026, 12:00 AM

"Hi Uno Dental team,

I'm writing to cancel my upcoming appointment. I've decided to **complete the remaining treatment with a different provider.**

Please consider my care at Uno Dental concluded as of my last visit. Thank you for the care provided to date.

Thanks,
Dan McDermott"

A patient who voluntarily walks out of a multi-step root canal, with the final obturation appointment already scheduled, does not have a refund claim against the dentist who started the canal in good faith and was waiting to finish it.

7. Formal demand — produce the endodontist's credentials and chart records within 14 days

14-DAY DEMAND FOR INFORMATION

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

1. The endodontist's full legal name (the provider you transferred care to per your 01/28/2026 email).
2. Their California (or other state) dental license number.
3. Their NPI (National Provider Identifier).
4. The address and phone number of their practice.
5. The date of your obturation/completion visit with that provider.
6. A copy of the X-rays they took at that visit.
7. A copy of their procedure notes, working length measurements, and obturation documentation.
8. A copy of any insurance claim they submitted for the work performed (CDT codes, billed amounts, dates).
9. If the endodontist's professional opinion is being used to support your "billed D3330 but no complete root canal" allegation, that opinion in writing — signed, with the diagnostic basis stated.

DEADLINE: 14 calendar days from receipt of this letter. If the requested information is not produced, the "billed but not performed" claim will be treated as unsubstantiated in the chart and in any submission to the California Dental Board, small-claims action, or civil litigation.

8. The communication record — chronological, line-by-line

01/05/2026 Visit 1: emergency intake, abscess on #19 confirmed (Plaud audio recorded)
01/05/2026 Patient Health Questionnaire + Patient Information Questionnaire signed (Evidence J + K)
01/06/2026 Treatment Consent and Plan electronically signed (Evidence H/I)
01/07/2026 \$2,010 credit-card payment processed
01/13/2026 Visit 2: continuation of treatment + courtesy write-offs applied
01/20/2026 Your "Document request" email — comprehensive records list
01/22/2026 Guardian payment \$2,000 (full OON annual max)
01/23/2026 You signed Records Release Form + uploaded driver's license (Evidence D)
01/23/2026 Records request acknowledgment sent
01/26/2026 13-attachment encrypted records package delivered (Evidence E)
01/27/2026 Your "Request for Refund of Overpayment" email + our written reconciliation reply same day
01/27/2026 You requested postponement of 02/02 visit + we confirmed
01/28/2026 You cancelled the 02/02 visit voluntarily ("complete with a different provider")
01/30/2026 We acknowledged the cancellation in writing
02/02/2026 Your "Final Request for Refund — Incomplete Treatment" email
04/03/2026 Your "Follow-Up: Refund Request and Account Reconciliation" email
04/15/2026 Your second records request (for endodontist) — no fresh release on file
04/28/2026 Your "Urgent" email + "billed D330 but no complete root canal" claim
05/06/2026 Your "Call me back" email + threat of legal action
05/07/2026 This letter

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

1 There was never any overpayment — and after courtesy reversal, you owe \$2,390.

At point of service: fees \$4,905 vs. payments + courtesies \$4,905 = \$0 owed for services (plus \$25 records fee). After courtesy reversal effective the date of this letter (Section 1A): \$4,905 fees — \$4,010 in payments + reversed \$1,470 line-item courtesies + reversed \$895 absorption + \$25 records fee = **\$2,390.00 owed BY you TO this office.**

2 D3330 was billed correctly.

Multi-step root canal therapy on a molar with an active abscess is the standard of care. The code covers the work performed at the time of treatment initiation. Final obturation is a subsequent visit you yourself cancelled.

3 You walked away from the procedure voluntarily.

Your 01/28/2026 email says it in your own words: "I've decided to complete the remaining treatment with a different provider." That is a patient choice, not a billing error.

4 Services cannot be returned.

Endodontic access, irrigation, intracanal medicament placement, temporization, X-rays, scans, antibiotics — none of these can be "given back." Materials and chair time are gone.

5 Insurance was filed as a courtesy.

Dr. Kandar is out-of-network with Guardian. Guardian's \$2,000 annual maximum was reached with this claim. Returning insurance proceeds is not legally possible without misrepresenting services to the carrier.

6 You signed the Treatment Consent on 01/06/2026.

The fees, the procedures, the OON status, and the visit-by-visit plan were all disclosed before treatment began. Account fees match consent fees line for line.

7 You signed an attorney-fee shifting clause on 01/05/2026.

"I agree to pay for the professional services rendered to me or at my request. Should a suit be instituted for unpaid balances, I understand that I am responsible for costs and reasonable attorney fees." Your electronic signature, your form.

8 You received your records on 01/26/2026.

13-attachment encrypted records package delivered to dfmcdermott7@gmail.com. Delivery logged.

9 You disclosed the abscess as pre-existing.

On the audio at 00:17:05, you yourself stated the abscess had formed the prior weekend and you had been on antibiotics from a previous provider. You came in with the infection. You did not develop it under our care.

10 No-refund policy.

Industry standard. Fees for services rendered are non-refundable. Particularly when the patient terminated care voluntarily before completion.

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. You are not returning to this office, and that is fine — please direct your endodontist to request your records via fresh signed Records Release. An updated Statement of Account reflecting the courtesy reversal (Section 1A) and the **\$2,390.00 balance now owed by you** will be issued separately.

Required action items from you within 14 days

- Provide the endodontist's credentials and chart records as listed in Section 7 above.
- Provide a fresh signed Records Release Form authorizing retransmission of your records to your new provider, if your endodontist needs them again.
- Pay the **outstanding \$2,390.00 balance** (post-courtesy-reversal, see Section 1A) OR confirm in writing that the balance is acknowledged. Payment may be remitted by check to the office address, or by phone for credit-card processing.

The fastest path if you remain convinced the charge was unjustified

IN PLAIN ENGLISH — READ THIS

If, after reading this letter and reviewing the documentation, you still believe the \$2,010 charge on 01/07/2026 was unjustified, the simplest and fastest avenue available to you is to **contact your credit card issuer or bank and initiate a chargeback (transaction dispute)**. Every major U.S. card issuer (Visa, Mastercard, Amex, Discover) gives the cardholder a written dispute mechanism, the issuer adjudicates the dispute by reviewing both sides' documentation, and the money is either restored to your card or kept by the merchant based on what the documentation shows. You do not need a lawyer to file a chargeback. You do not need my permission. You file it through your card issuer's app or customer-service line. That is the channel designed for exactly the situation you are describing.

To be clear: I am pointing you to this avenue not because I expect the dispute to be decided in your favor — I do not, because the documentation (signed Treatment Consent, signed Patient Information Questionnaire, signed Records Release, Statement of Account, Guardian EOB, the audio recording of your visit, and your own 01/28/2026 email cancelling care voluntarily) supports the charge — but because it is the appropriate consumer-protection channel for a billing dispute, it is faster than litigation, it costs you nothing to file, and it will produce an independent third-party (the card-issuer's dispute department) reviewing the same evidence both sides have. If you genuinely believe my position is wrong, that is the cleanest place to test it.

If you file a chargeback, our office will respond to the issuer's request for documentation with the same materials referenced in this letter, plus the audio recording of your 01/05/2026 visit. The issuer will decide. We will accept the result.

One thing to know before you file: the \$2,010 charged to your card on 01/07/2026 was applied against \$4,905.00 in billed fees, leaving \$2,895.00 of unpaid services on your account at that moment. Insurance paid \$2,000 on 01/22/2026. The remaining \$895 was originally absorbed as a professional courtesy — which has now been reversed (Section 1A). Your **current outstanding balance is \$2,390.00**. A chargeback that succeeds in reversing the \$2,010 card payment would not produce a refund to you; it would simply add \$2,010 to your \$2,390 outstanding, taking your balance to \$4,400.00, for which this office would pursue collection through the legal channels listed below. The signed financial agreement (01/05/2026) obligates you for attorney fees on any collection action.

If you choose to escalate further

- **California Dental Board:** I will cooperate fully. The Board will receive the records package, the audio recording, your signed Treatment Consent, your signed Patient Information Questionnaire (with the attorney-fee shifting clause), the Guardian EOB, the Statement of Account, and the full email correspondence — including this letter and your six prior demand emails.

- **Small-Claims or civil action:** Please direct correspondence to my counsel. The signed financial agreement contains an attorney-fee shifting clause. The records — including your own emails admitting voluntary cancellation and pre-existing abscess — will be produced under any appropriate process.

I wish you a complete recovery on tooth #19, and I would encourage you to seek timely follow-up endodontic care so the work that was started can be completed before the tooth is lost.

Respectfully,

Mohammad Amjad Kandar, DDS

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