

**STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL**

**IN THE MATTER OF:
KENT CREATIVE GROUP, INC.,
SCIENTIFIC IMAGE CENTER
MANAGEMENT, INC., SCIENTIFIC IMAGE CENTER
STAFFING, INC., and LIFESTYLE LIFT HOLDING, INC.**

Case No.: L10-3-1106

ASSURANCE OF VOLUNTARY COMPLIANCE

The STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL (hereinafter referred to as the “Department”), caused an investigation to be made into certain business practices of SCIENTIFIC IMAGE CENTER MANAGEMENT, INC., a Delaware corporation, SCIENTIFIC IMAGE CENTER STAFFING, INC., a Michigan corporation, KENT CREATIVE GROUP, INC., a Michigan corporation that was administratively dissolved and ceased doing business in 2009, and LIFESTYLE LIFT HOLDING, INC., a Michigan corporation, all of which are hereinafter referred to collectively as “LSL.” The Department’s investigation was made pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes.

General

1. This AVC does not constitute evidence or an admission of any issues of fact suggesting fault or wrongdoing by LSL or of any violation by LSL of any provision of any state or federal law.
2. The Department acknowledges that LSL has acted in good faith and fully cooperated with the Department during the course of this investigation.

3. LSL and the Department desire to conclude the investigation and reach an agreement that would fully and finally resolve and terminate the investigation, without any admission that LSL has violated the law, and LSL specifically denies that it has violated any law or mislead any of its customers.

4. This Assurance of Voluntary Compliance (“AVC”) constitutes the full and final resolution of the Department’s investigation and potential civil and administrative claims, if any, between the Department and LSL relating to LSL’s disclosure, advertising and business practices associated with facial rejuvenation services during the period of July 1, 2006 through the date this AVC is executed.¹

Background

5. LSL is self-purportedly “the largest private practice of board certified . . . plastic and facial plastic doctors in the United States” and has performed approximately 170,000 procedures since its inception in 2001. LSL has medical centers in Florida.

6. LSL’s physicians utilize many different surgical and non-surgical techniques for facial rejuvenation, including SMAS based surgical facial rejuvenation procedures. Other procedures performed at LSL medical centers include upper and lower blepharoplasty, fractional laser treatment, direct cervical skin excision, aspiration lipectomy and platysmaplasty.

7. All Florida consumers who underwent facial rejuvenation services at LSL facilities were presented with and executed a detailed informed consent form prior to undergoing any of the medical procedures described above.

Definitions

The definitions used herein shall have the following meanings:

¹ Lifestyle Lift Holding, Inc., does not advertise, market or provide any products or services. Instead, it is the holder of intellectual property rights such as the trade name “Lifestyle Lift,” and it has been included in this Agreement solely because of those intellectual property rights and interests.

8. ***“Eligible Consumers”*** are those consumers who, between June 1, 2009 and the date this AVC was executed, put down a deposit or prepayment for facial rejuvenation services at a LSL medical center, canceled the facial rejuvenation services prior to the scheduled procedure, requested a return of the deposit or prepayment in writing within thirty (30) days of cancellation, and did not receive a refund of their deposit or prepayment. In addition, in order to be an “Eligible Consumer,” the individual must have been a Florida resident at the time he or she put down the deposit or prepayment, or the procedure must have been scheduled to take place at a Lifestyle Lift center in Florida.

9. ***“Facial Rejuvenation Services”*** shall mean any surgical or non-surgical procedure performed at LSL in order to rejuvenate the face.

10. ***“Trade or commerce”*** shall mean the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

11. ***“Clear and conspicuous”*** (including “clearly and conspicuously” and any derivative thereof) shall mean that a statement, representation, claim, disclosure or term being conveyed is presented in a way that a reasonable consumer will notice and understand the statement, representation, claim, disclosure or term.

12. ***“Matters Investigated”*** shall mean the Department’s investigation into the trade practices of LSL, as they relate to Section 501.201, et seq., Florida Statutes, which include, but are not limited to following activities: LSL’s marketing, advertising, and in-person consultations

related to the facial rejuvenation services performed by LSL, its employees, agents or independent contractors. Without limitation, the Department's investigation included:

a. The accuracy and fairness of claims, either by photographs, video clips, or statements, made at LSL medical centers or on LSL's various websites, including its main webpage at www.lifestylelift.com;

b. The adequacy of disclosures on LSL's websites, including the font size, background color, and the clarity and sufficiency of the material disclosures;

c. Whether LSL utilized or posted online endorsements created by persons affiliated with LSL, without sufficient disclosure of any material connection; and

d. The accuracy and fairness of claims and adequacy of disclosures in LSL print, online, and television advertisements, including whether the company adequately disclosed any material connections between LSL and models (each of whom had undergone one or more facial rejuvenation procedures through LSL) whose images were depicted in advertisements.

13. The fact that an issue or practice was investigated by the Department does not mean that LSL was violating the law, or that any particular practice was misleading or unfair to consumers, or that LSL even engaged in the particular practice.

14. LSL has substantially cooperated with the Department's investigation of this matter, and made voluntary changes to its advertising and marketing to reduce or eliminate the possibility of consumer confusion regarding the details of the procedure performed by LSL.

Effective Date of Agreement

15. This AVC shall become effective on the date on which the Department executes the document, however, the Associate Deputy Attorney General has the discretion to refuse to accept this AVC. The receipt of or deposit by the Department of any monies pursuant to this

AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted.

Voluntary Assurance

16. LSL has cooperated with the Department's investigation of this matter, and will or has previously made voluntary changes to its marketing materials to reduce or eliminate the possibility of consumer confusion regarding LSL's facial rejuvenation services.

17. LSL voluntarily assures the Department that it has and will comply with the provisions of Chapter 501, Part II, Florida's Deceptive and Unfair Trade Practices Act, and shall not use any unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.

18. LSL voluntarily assures the Department that it has and will comply with the following provisions relating to LSL's marketing materials:

- a. maintaining necessary disclaimer language in an area and font such that it is clear and conspicuous on LSL's website(s);
- b. clearly and conspicuously stating what facial rejuvenation services were performed on models appearing in LSL marketing materials;
- c. clearly and conspicuously disclosing if a model has been compensated or has a material connection to LSL, where the model speaks or a quote is attributed to the model in the advertisement;
- d. complying with the FTC's *Guides Concerning the Use of Endorsements and Testimonials in Advertising*, 16 CFR Part 255, with regard to the use of before and after photographs of models in its marketing materials;

19. The parties disagree about the appropriateness of the use of the term “revolutionary procedure” in LSL’s advertising to describe the basic Lifestyle Lift surgical procedure. In order to resolve this dispute, LSL agrees that it will not use the specific phrase “revolutionary procedure” to describe the basic Lifestyle Lift surgical procedure.

20. LSL agrees to, in the ordinary course of its business, maintain business records, policies, processes and standard operating procedures to demonstrate compliance with the terms and provisions of this AVC for a period of one year from the Effective Date. LSL agrees to respond to any reasonable request for information demonstrating compliance with the AVC from the Attorney General related to the Matters Investigated during that time period.

Consumer Restitution

21. Eligible Consumers will be entitled to obtain a return of the deposit or prepayment they provided to LSL. In order to qualify for a return of deposit or prepayment under this AVC, Eligible Consumers must submit a claim in writing to LSL using the form attached hereto as Exhibit A, along with the supporting documentation required in Exhibit A. The claim form and supporting documentation must be returned to LSL postmarked on or before ninety (90) days after the execution of this AVC by the Department. If an Eligible Consumer sends a claim form and supporting documentation to the Department, the Department shall forward the claim materials to LSL within ten (10) days of receipt from the Eligible Consumer, but in any event the claim materials will be forwarded to LSL on or before 90 days after the execution of this AVC by the Department.

22. Within 180 days after the execution of this AVC by the Department, LSL shall send a full return of deposits or prepayments to Eligible Consumers who timely submitted properly completed claim forms with the required supporting documentation, and shall notify the

Department of the reason(s) why a claimant is either not an Eligible Consumer, or a claim is invalid or incomplete.

23. Within one hundred and eighty (180) days of executing this AVC, LSL shall provide to the Department an accounting affidavit that includes:

- A. A list of all consumers who received a return of deposit or prepayment and a statement of the dollar amount refunded to such consumers, the date(s) on which the return of funds were mailed or otherwise provided;
- B. A list of consumers who have submitted documentation, but who have failed to qualify for the return of deposit or prepayment pursuant to this AVC, and for each consumer a statement as to why LSL asserts the consumer does not qualify for the return; and
- C. A list of consumers for whom LSL has attempted to provide a return of deposit or prepayment under this AVC, but the mailed notices or checks were returned to LSL due to improper address or otherwise undeliverable.

Customer Satisfaction Issues

24. The Department recognizes that LSL has an established process for evaluating and handling customer satisfaction issues, complaints and inquiries from its patients and prospective patients. That process involves customer inquiries, complaints and requests being forwarded to LSL employees in the Patient Relationship Group (“PRG”). The PRG staff personally reviews each inquiry, complaint and request with one of LSL’s medical directors for a clinical evaluation and communicates directly with the patient to amicably resolve their complaint. Under the established PRG process, based upon individual circumstances of each case, patients may be offered a revision at no charge, or a patient satisfaction payment

adjustment. In other cases, the PRG may conclude that the patient had good results, and decline requests for a free revision or an adjustment.

25. During the ninety (90) day period of time following the execution of this AVC, Florida residents who had one or more facial rejuvenation procedures performed at a Florida LSL facility during the four year period preceding the date of this AVC may submit a complaint to a designated LSL representative who will promptly forward the complaint to the PRG. The PRG shall make their best efforts using their ordinary and existing procedures to communicate with the patient to obtain all the information needed to evaluate the complaint. LSL shall use its established PRG system to make a good faith evaluation and, where appropriate, a good faith effort to fairly resolve each complaint it receives under this provision pursuant to the existing PRG process. If the PRG has previously reviewed a particular patient's request, inquiry or complaint, LSL shall not be required under this provision to conduct a new review of the same matter, but shall review the complaint if it is materially different from the matter previously reviewed by the PRG.

26. The patient is expected to provide reasonable cooperation in this process, including providing photographs and/or meeting with a LSL surgeon in person for an evaluation of the facial rejuvenation procedure(s) performed by LSL. In order to participate in this complaint process, each patient must complete and submit the form attached hereto as Exhibit B.

27. By not later than two hundred and forty (240) days following the execution of this AVC, LSL shall provide a report to the Department detailing the results of LSL's evaluation of each complaint forwarded by the Department, and where a determination was made through the PRG process that some action was appropriate, LSL's efforts to resolve those complaints.

28. LSL shall maintain, for a period of not less than one year following LSL providing the report required under Paragraph 27 of this AVC, all documents relating to its evaluation of customer complaints forwarded by the Department under this section of the AVC.

Monetary Terms

29. Within fifteen (15) business days after the Effective Date, LSL shall pay the State of Florida, Office of the Attorney General, attorney's fees and costs in the sum of one hundred fifty-one thousand two hundred thirty-eight dollars (\$151,238.00), which sum shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payment shall be made by check payable to the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Gerald Johnson, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050. In addition, Respondent shall make a charitable contribution to the Seniors v. Crime project in the amount of twenty five thousand dollars (\$25,000.00), by certified check payable to: "Seniors v. Crime," and shall be delivered to Gerald Johnson, at the address set forth in this paragraph. The payments set forth in this paragraph are not penalties or fines, and attorney's fees and costs are intended solely to reimburse the Department for fees and costs incurred in connection with its investigation, during which LSL acted in good faith and fully cooperated with the Department.

Future Violations

30. Section 501.207, Florida Statutes, shall govern this AVC. Pursuant to Section 501.207(6), unless this AVC is rescinded by agreement of the parties or voided by a Court for good cause, subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the Florida Deceptive and Unfair Trade Practice Act, Chapter 501, Part II, Florida Statutes.

31. Any future violations of this AVC may subject LSL to civil penalties and sanctions provided by law.

32. Notwithstanding the foregoing, if the Department believes that a material breach of this AVC has occurred the Department shall give written notice to LSL of the alleged material breach. The notice shall describe the claimed material breach. Following notice, LSL shall have a reasonable opportunity to cure. Specifically, LSL shall have thirty (30) days from receipt of the notice within which to provide a good faith written response to the Department's determination. The response shall include, at a minimum, either:

- a. A statement explaining why LSL believes it is in full compliance with the material terms of the AVC; or
- b. An explanation of how the alleged material breach occurred; and
 - i. a statement that the alleged breach has been cured and how; or
 - ii. a statement that the alleged breach cannot be reasonably cured within thirty (30) days from receipt of the notice, but (a) LSL has begun to take corrective action to cure the alleged breach, and (b) LSL is pursuing such corrective action with reasonable and due diligence; and (c) LSL has provided the Department with a detailed and reasonable timetable for curing the alleged breach;

provided, however, that this provision shall not prevent the OAG from pursuing its statutory obligation to conduct investigations or bring enforcement actions necessary to protect the public interest.

Release

33. In exchange for the consideration set forth above, upon execution of this AVC, the Department agrees to release any and all claims, demand, rights, and causes of action of any kind, nature, or description whatsoever that it may have against LSL (including its parent, subsidiary, and affiliated companies and their affiliates, assigns, officers, directors, and employees) arising from, based upon, or relating to the Matters Investigated.

Applicability

34. This AVC shall apply to and bind LSL officers, directors, employees, agents, representatives, affiliates, successors and assigns.

35. LSL shall be responsible for making the substantive terms and conditions of the AVC known to LSL officers, directors, employees, agents, representatives, affiliates, successors and assigns.

36. To the extent that the provisions of this AVC conflict with any Florida, local or Federal law that now exists, or is later enacted or amended, such law and not this AVC shall apply where said conflict exists. For the purposes of this AVC, a conflict exists if conduct prohibited by this AVC is required or expressly permitted by law, or conduct required by this AVC is prohibited by law.

37. No waiver, modification or amendment of the terms of this AVC shall be valid or binding unless made in writing, signed by the parties and then only to the extent set forth in such written waiver, modification or amendment.

38. It is further agreed that facsimile or other electronic copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement.

39. This AVC may be executed in any number of counterparts, each of which when

executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

In witness whereof, Respondents have caused this AVC to be executed by their authorized representatives in the county and state listed below, as of the date affixed thereon.

By my signature I hereby affirm that I am acting in my capacity and within my authority as corporate representative and that by my signature I am binding the business to the terms and conditions of this AVC.

AS TO SCIENTIFIC IMAGE CENTER MANAGEMENT, INC., SCIENTIFIC IMAGE CENTER STAFFING, INC., and LIFESTYLE LIFT HOLDING, INC.

SCIENTIFIC IMAGE CENTER MANAGEMENT, INC.

By: KM
Its Authorized Representative
Title: General Counsel
Dated: 5-20-13

STATE OF Michigan)ss
COUNTY OF Oakland)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Michigan, appeared Kenneth M. Zorn of Scientific Image Center Management, Inc. who produced drivers license as identification. S/he acknowledged before me that s/he executed the foregoing instrument for the purposes therein stated on the 20th day of May, 2013.

Subscribed to before me this 20th day of May, 2013.

NOTARY PUBLIC
Linda Ann Horvath
(print, type, or stamp commissioned Notary Public)

Personally known ✓ or Produced Identification ✓ (check one)
Type of Identification Produced: Drivers license

LINDA ANN HORVATH
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 12, 2013
ACTING IN COUNTY OF Oakland

SCIENTIFIC IMAGE CENTER STAFFING, INC

By: KMZ
Its Authorized Representative
Title: General Counsel
Dated: 5-20-13

STATE OF Michigan)ss
COUNTY OF Oakland)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Michigan, appeared Kenneth M. Zorn of Scientific Image Center Staffing, Inc. who produced Drivers license as identification. S/he acknowledged before me that s/he executed the foregoing instrument for the purposes therein stated on the 20th day of May, 2013.

Subscribed to before me this 20th day of May, 2013.

NOTARY PUBLIC

Linda Ann Horvath
(print, type, or stamp commissioned Notary Public)

Personally known ^{and} Produced Identification (check one)
Type of Identification Produced: Drivers license

LINDA ANN HORVATH
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 12, 2013
ACTING IN COUNTY OF Oakland

LIFESTYLE LIFT HOLDING, INC.

By: KMZ
Its Authorized Representative
Title: GENERAL COUNSEL

STATE OF Michigan)ss
COUNTY OF Oakland)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Michigan, appeared Kenneth M. Zorn of Lifestyle Lift Holding, Inc. who produced Drivers license as identification. S/he acknowledged before me that s/he executed the foregoing instrument for the purposes therein stated on the 20th day of May, 2013.

Subscribed to before me this 20th day of May, 2013.

NOTARY PUBLIC

Linda Ann Horvath
(print, type, or stamp commissioned Notary Public)

Personally known ^{and} or Produced Identification (check one)
Type of Identification Produced: Drivers license

LINDA ANN HORVATH
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 12, 2013
ACTING IN COUNTY OF Oakland

OFFICE OF THE ATTORNEY GENERAL

By: Patricia A. Conners
PATRICIA A. CONNERS
Associate Deputy Attorney General
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: 6/10/13

By: Richard Lawson
RICHARD LAWSON
Director, Consumer Protection Division
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

By: _____
JOHANNA NESTOR
Assistant Attorney General
1300 Riverplace Drive, Suite #405
Jacksonville, FL 32207
(904) 348-2724

NOTARY PUBLIC

Linda Ann Horvath

(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification (check one)
Type of Identification Produced: Drivers license

LINDA ANN HORVATH
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 12, 2013
ACTING IN COUNTY OF *Oakland*

OFFICE OF THE ATTORNEY GENERAL

By: _____
PATRICIA A. CONNERS
Associate Deputy Attorney General
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: _____

By: _____
RICHARD LAWSON
Director, Consumer Protection Division
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

By: *Johanna Nestor*
JOHANNA NESTOR
Assistant Attorney General
1300 Riverplace Drive, Suite #405
Jacksonville, FL 32207
(904) 348-2724

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

**IN THE MATTER OF
LIFESTYLE LIFT**

Case No. L10-3-1106

CLAIM FORM INSTRUCTION SHEET

Please be sure to read the following information before you fill out the attached claim form:

1. Please print or type the information you are providing so that it is legible.
2. Be sure to sign the claim form and enclose the required supporting documentation.
3. If your claim satisfies the requirements set out in the Claim Form, you will receive a return of your deposit from Lifestyle Lift.
4. **NOTE** -- Your claim documents, including all attachments, are subject to inspection under Florida's public records law, Chapter 119, Fla. Stat.

PROMPTLY RETURN THE CLAIM FORM TO THE ADDRESS BELOW:

Lifestyle Lift
Attention: Lisa Slicker
100 Kirts Blvd., Suite A
Troy, MI 48084

All claims must be submitted and postmarked no later than September 8, 2013.

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Exhibit A to Assurance of Voluntary Compliance

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS

IN THE MATTER OF
LIFESTYLE LIFT

Case No. L10-3-1106

LIFESTYLE LIFT CLAIM FORM

Please complete the following:

NAME (Mr./Mrs./Ms.) _____
Print or type name

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE: Home (_____) _____ Work (_____) _____

1. I certify that: (a) during the period from June 1, 2009 to June 10, 2013, I provided a deposit or prepayment to Lifestyle Lift for one or more facial rejuvenation procedures; and (b) I did not have those procedures performed by Lifestyle Lift; and (c) I requested a return of my deposit or prepayment from Lifestyle Lift in writing within 30 days of my cancellation of the procedure; and (d) Lifestyle Lift refused or failed to return all or a portion of my deposit or prepayment. Of the \$ _____ that I gave Lifestyle Lift, only \$ _____ has been returned. (if no money has been returned, enter "0")

2. I have enclosed a receipt, credit card statement, cancelled check or other documentation showing that I provided a deposit or prepayment in the amount of \$ _____ to Lifestyle Lift during the period from June 1, 2009 to June 10, 2013. [*Note* – you should black out or redact credit card account numbers and bank account routing numbers on any documents you submit with your claim]

3. I have enclosed a copy of the email, letter, or other written communication or evidence of a request for return of funds, that I sent to Lifestyle Lift within 30 days of my cancellation of the scheduled facial rejuvenation procedure requesting a return of my deposit.

4. In exchange for and effective immediately upon receipt of the return of my deposit from Lifestyle Lift or its affiliate, I hereby release all claims that I may have against Scientific Image Center Management, its parent, subsidiary and affiliated companies, and their assigns, officers, directors, employees and contractors (collectively, "Lifestyle Lift"), relating to my deposit or to Lifestyle Lift's advertising and marketing.

I agree to the foregoing release, and further swear that the representations made herein are true and provide my signature subject to the penalty provisions of Section 837.06, Florida Statutes*.

(Your Signature)

The Office of the Attorney General reserves the right to request additional information relating to your claim.

*837.06 false official statements. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or 775.083.

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

**IN THE MATTER OF
LIFESTYLE LIFT**

Case No. L10-3-1106

REQUEST FOR REVIEW OF PATIENT COMPLAINT

Please complete the following:

NAME

(Mr./Mrs./Ms.) _____

Print or type name

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

TELEPHONE: Home (____) _____

Work (____) _____

DATE(S) ON WHICH LIFESTYLE LIFT PERFORMED PROCEDURE(S): _____

LIFESTYLE LIFT OFFICE WHERE YOU HAD PROCEDURE(S)

PERFORMED:

Please complete the attached Authorization for Use or Disclosure of Protected Health Information, and provide a detailed description of your complaint(s) regarding Lifestyle Lift. Please also provide copies of any documents, pictures, billing and payment information, etc., that may relate to your complaint(s). Please send this documentation to the following address, postmarked not later than September 8, 2013:

Lifestyle Lift
Attention: Lisa Slicker
100 Kirts Blvd., Suite A
Troy, MI 48084

PLEASE NOTE THAT: (a) your failure to send the required documents postmarked not later than September 8, 2013 will mean that Lifestyle Lift will not be required by the terms of its agreement with the Attorney General to review your complaint; and (b) you may be requested to provide additional information and documents. Your refusal to provide such information may preclude any review of your complaint by Lifestyle Lift.

By submitting this Request for Review of Patient Complaint and the supporting documentation, I swear that any representations I make in such documents are true and provide my signature subject to the penalty provisions of Section 837.06, Florida Statutes.

(Your Signature)

Exhibit B to Assurance of Voluntary Compliance

AUTHORIZATION FOR USE OR DISCLOSURE
OF PROTECTED HEALTH INFORMATION

I, _____, authorize LIFESTYLE LIFT (“LSL”) to use and/or disclose my protected health information as specified below:

This authorization is for the use and/or disclosure of any and all protected health information, including payment information, in the possession of LSL that relates to medical treatment or procedures performed by LSL.

This protected health information may be disclosed by LSL to the Florida Office of the Attorney General (“OAG”) and may be used for the purpose of communications, written or oral, between LSL and the OAG.

I understand that I may refuse to sign this authorization, and that my refusal to sign will not affect my ability to obtain treatment or payment or my eligibility for health care benefits, should I seek such. However, I also understand that if I refuse to sign this form I will not be able to participate in any review process agreed to by the OAG and LSL.

I understand that I may revoke this authorization in writing at any time by sending written notice to Lifestyle Lift, at Lifestyle Lift Attention: Lisa Slicker, 100 Kirts Blvd., Suite A, Troy, MI 48084

I understand that revocation will not apply to actions taken by LSL prior to the date LSL receives my written request to revoke authorization. I also understand that if I revoke this authorization I will not be able to participate in any review process agreed to by the OAG and LSL.

This authorization expires 12 months following the date of its execution, unless revoked in writing prior to its expiration.

I understand that the protected health information disclosed pursuant to this authorization may not be protected by federal law once it is disclosed by my physician or LSL.

Signature of Patient

Date

Printed Name of Patient