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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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FREDERICK J. JOHNSTON, Individually
and On Behalf of All Others Similarly
Situated,

Plaintiff,

v.

GREGORY A. SERRAO, BREHT T.
FEIGH, MARK W. VARGO, and
AMERICAN DENTAL PARTNERS, INC.

Defendants.

No.

CLASS ACTION COMPLAINT
FOR VIOLATIONS OF FEDERAL
SECURITIES LAWS

JURY TRIAL DEMANDED

08 CA 10230 RGS

SUMMARY OF ACTION

1. This is a securities class action against American Dental Partners, Inc. ("ADPI" or the "Company") and certain of its executive officers and directors on behalf of plaintiff and a class of all persons who purchased or otherwise acquired the common stock of ADPI between August 10, 2005 and December 13, 2007, inclusive (the "Class Period"), alleging violations of the Securities Exchange Act of 1934 (the "Exchange Act").

2. Defendant ADPI is a Delaware corporation, with its principal executive offices situated at 401 Edgewater Place, Suite 430, Wakefield, Massachusetts 01880. ADPI provides non-clinical business services to multidisciplinary dental group practices including organizational planning and development; recruiting, retention, training programs, quality assurance initiatives, facilities development and management, among other things, in selected markets throughout the United States. Minneapolis-St. Paul-based PDG, P.A. ("PDG" or "Park Dental Group"), was one of the dental groups with which ADPI had a long-term contractual arrangement.

3. Effective January 1, 1999, PDHC, Ltd ("PDHC"), a subsidiary of ADPI, entered

into a Service Agreement (the "Service Agreement") between PDHC and PDG. The Service Agreement provided that PDHC would provide funding, based on a budget, for PDG's operations in return for a service fee. The Service Agreement was amended, effective January 1, 2001, and later amended on August 10, 2005.

4. According to the Company's 2006 Form 10-K, ADPI's business relationship with PDG represented approximately 29%, 31%, and 32% of the Company's consolidated net revenue for 2006, 2005, and 2004, respectively. None of ADPI's other customers accounted for more than 10 per cent of the Company's consolidated net revenue.

5. On December 12, 2007, in connection with a lawsuit filed by PDG against PDHC and ADPI, a jury found PDHC liable for breach of the Service Agreement and awarded compensatory damages of \$9,413,397; damages for breach of implied covenants of good faith and fair dealing in the amount of \$11,500,000; damages of \$200,000 for breach of fiduciary duty; damages of \$67,000,000 for tortious interference with contract or prospective advantage in the amount, and damages of \$177,250 for defamation. The compensatory damages awarded totaled \$88,290,647. The jury found ADPI liable for the same tortious interference with contract and prospective advantage, and also awarded punitive damages of \$42,250,000 against PDHC and ADPI.

6. The jury conclusively found that ADPI and its subsidiary had engaged in unlawful conduct in its relationship with PDG. Thus, the Company received revenues and income which were the product of this unlawful conduct. These revenues were material to the Company's business and a significant part of the revenues it publicly reported in its quarterly and annual filings with the Securities and Exchange Commission ("SEC").

7. As a result of this improper conduct, the Company's financial statements were materially false and misleading during the Class Period because they included revenues and earnings generated by wrongdoing, which misrepresented the Company's operations and its true financial performance and condition.

8. After the announcement of the initial jury verdict, ADPI's stock plummeted, dropping from \$19.70 per share on December 11, 2007, to close at \$14.34 on December 12, 2007, and falling further after the announcement of the punitive damages award, to close at \$4.62 per share on December 13, 2007.

9. On December 26, 2007, ADPI announced a settlement agreement with PDG, under which the Company will transfer to PDG the leases and associated tangible assets with respect to 25 of 31 Park Dental facilities and various trade names, including "Park Dental." ADPI will retain six of the dental facilities and the resource group office, an administrative team of approximately 35 individuals that supports the Park Dental facilities. PDHC will provide interim management services to PDG for a period of up to nine months. PDG will pay PDHC a management fee of \$19 million regardless of whether PDG utilizes the management services of PDHC during the nine month period. The Company has also agreed to forgive outstanding accounts receivable due from PDG at December 31, 2007, which at September 30, 2007 were approximately \$3 million. Transfer of the facilities and associated assets is expected to occur by February 29, 2008.

10. As a result of the settlement, ADPI shares rebounded to the \$9 per-share range, but still trade at levels far below their trading range prior to the jury verdict.

JURISDICTION AND VENUE

11. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and Section 27 of the Securities Exchange Act of 1934 (the "Exchange Act") (15 U.S.C. § 78aa).

12. This action arises under Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5 (17 C.F.R. § 240.10b-5).

13. Venue is proper in this District pursuant to Section 27 of the Exchange Act (15 U.S.C. § 78aa) and 28 U.S.C. § 1391(b) and (c). Many of the acts and transactions giving rise to the violations of law complained of herein, including the preparation and dissemination to the investing public of false and misleading information occurred in this Judicial District. In addition, the Company maintains its principal executive offices in this District.

14. In connection with the acts and omissions alleged herein, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the mails, interstate telephone communications, and the facilities of the national securities markets.

PARTIES

15. Plaintiff Frederick J. Johnston purchased ADPI common stock as described in the attached certification and was damaged thereby.

16. Defendant ADPI is a corporation organized and existing under the laws of The State of Delaware, with its principal executive offices at 401 Edgewater Place, Suite 430, Wakefield, Massachusetts 01880. As detailed below, ADPI is a provider of business services to multidisciplinary dental group practices in selected markets throughout the United

States. As of December 31, 2006, ADPI was affiliated with 22 dental group practices, comprising 470 full-time equivalent dentists practicing in 209 dental facilities in 18 states.

17. Defendant Gregory A. Serrao (“Serrao”) was, at all relevant times, Chairman, President and Chief Executive Officer and Director of ADPI. He has served on the Board since 1995.

18. Defendant Breht T. Feigh (“Feigh”) was, at all relevant times, Executive Vice President, Chief Financial Officer, and Treasurer of ADPI.

19. Defendant Mark W. Vargo (“Vargo”) was, at all relevant times, Vice President and Chief Accounting Officer of ADPI.

20. The defendants named in ¶¶ 17-19, above, are referred to hereinafter as the “Individual Defendants.” The Individual Defendants, because of their positions with the Company, possessed the power and authority to control the contents of ADPI’s quarterly reports, press releases and presentations to securities analysts, money and portfolio managers and institutional investors, *i.e.*, the market. They were provided with copies of the Company’s reports and press releases alleged herein to be misleading prior to or shortly after their issuance and had the ability and opportunity to prevent their issuance or cause them to be corrected. Because of their positions with the Company, and access to material non-public information available to them but not to the public, the Individual Defendants knew that the adverse facts specified herein had not been disclosed to and were being concealed from the public and that the positive representations being made were then materially false and misleading. The Individual Defendants are liable for the false statements pleaded herein.

FRAUDULENT SCHEME AND COURSE OF BUSINESS

21. Defendants are liable for: (i) making false statements; or (ii) failing to disclose adverse facts known to him about ADPI. Defendants' fraudulent scheme and course of business that operated as a fraud or deceit on purchasers of ADPI common stock was a success, as it: (i) deceived the investing public regarding ADPI's business, operations and financial performance; (ii) artificially inflated the price of ADPI common stock; and (iii) caused plaintiff and other members of the Class to purchase ADPI common stock at inflated prices.

SUBSTANTIVE ALLEGATIONS

22. ADPI provides business services to multidisciplinary dental group practices primarily in the United States. The Company acquires assets of the dental practices with which it affiliates and enters into long-term service agreements with professional corporations, professional associations, or service corporations. It provides various services for the administration of the non-clinical aspects of the dental operations. The Company's services include organizational planning and development; recruiting, retention, and training programs; quality assurance initiatives; facilities development and management; employee benefits administration; procurement; information systems; marketing and payor relations, and financial planning, reporting and analysis. As of December 31, 2006, ADPI was affiliated with 22 dental group practices, comprising 470 full-time equivalent dentists practicing in 209 dental facilities.

23. Effective January 1, 1999, PDHC, a subsidiary of ADPI, entered into the Service Agreement with PDG. The Service Agreement set forth, among other things, that PDHC would provide funding, based on a budget, for Park Dental Group's operations in return for a service fee. The Service Agreement was thereafter amended, effective January 1, 2001, and again

on August 10, 2005.

24. Pursuant to the Service Agreement, capital and operating budgets are prepared annually. These budgets determine and affect both the provision of dental services and the allocation of revenues (between PDG and PDHC) generated by the clinics. A policy board consisting of PDG and PDHC representatives in equal numbers were required to approve budgets. For a number of years the Service Agreement functioned according to its terms. However, starting in 2004, disputes arose between ADPI and PDG concerning the administration of the Service Agreement and actions taken by ADPI which PDG claimed were wrongful and damaging to its business.

25. According to PDG, PDHC took actions which improperly impacted PDG's business and breached the Service Agreement. This included failing to agree on budgets as provide under the Service Agreement, paying PDHC service and other fees to which it was not entitled, and interfering with PDGs business. PDG also claimed that PDHC and ADPI interfered with its relationship with the dentists, and interfered with the dentists' relationship with the patients.

26. On February 3, 2006, Park Dental Group filed a complaint against PDHC and ADPI in the 4th Judicial District Court of Minnesota (the "PDG Litigation"). As amended, the Complaint asserted claims for breach of the Service Agreement, alleging breach of the Service Agreement, fraud and misrepresentation, unjust enrichment, breach of fiduciary duty and the implied covenant of good faith and fair dealing, tortious interference with contract and prospective economic advantage and constructive trust and accounting.

27. On February 6, 2006 Defendants disseminated a press release which stated in

relevant part:

American Dental Partners, Inc. (the “Company”) announced that PDHC, Ltd. (“PDHC”), its Minnesota subsidiary, was served with a complaint from PDG, P.A. (“PDG”), the affiliated dental group practice of Park Dental. The complaint alleges certain breaches of the Service Agreement, violations of the Minnesota Dental Practice Act and other regulations, fraud and breach of fiduciary duties. In the complaint, PDG seeks to have the Service Agreement declared void or voidable, and if that does not occur, to have the Service Agreement reformed by the Court. The Company has reviewed the complaint and believes the allegations are baseless and without merit. The Company further believes that the relationship between PDHC and PDG, including the terms of the Service Agreement, is in compliance with applicable laws.

28. On March 28, 2007, PDG gave notice of termination of the Service Agreement. PDHC and ADPI took the position that the termination was without legal effect. Yet thereafter, PDHC began to interfere with PDG’s access to its own patient records. PDG further alleged that PDHC and ADPI put pressure on the PDG dentists not to continue with PDG but to join new clinics to be set up by PDHC. PDG also claimed that PDHC and ADPI pressured at least one dental supplier to cease doing business with PDG.

29. On December 12, 2007, a jury issued its verdict in the PDG Litigation, wherein it awarded over \$88 million in compensatory damages and over \$42 million in punitive damages. All of PDHC and ADPI’s counterclaims claims were dismissed.

30. On December 26, 2007, ADPI announced that it had entered into a Settlement agreement with PDG. Under the terms of the settlement agreement the Company will transfer to PDG the leases and associated tangible assets with respect to 25 of 31 Park Dental facilities and various tradenames, including “Park Dental.” The Company will retain six of the dental facilities and the resource group office, an administrative team of approximately 35 individuals that supports the Park Dental facilities. PDHC will provide interim management services to PDG for

a period of up to nine months. PDG will pay PDHC a management fee of \$19 million regardless of whether PDG utilizes the management services of PDHC during the nine month period. The Company has also agreed to forgive outstanding accounts receivable due from PDG at December 31, 2007, which at September 30, 2007 were approximately \$3 million. Transfer of the facilities and associated assets is expected to occur by February 29, 2008.

False and Misleading Statements During the Class Period

31. On October 26, 2005, the Company issued a press release titled, "American Dental Partners Reports Third Quarter and Nine Months 2005 Results." In the press release, Defendants stated, in part:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the quarter and nine month period ended September 30, 2005. Certain results have been adjusted to reflect the Company's 3-for-2 stock split effective October 14, 2005.

Comparing the third quarter of 2005 with the third quarter of 2004:

- Net revenue was \$49,573,000 as compared to \$44,640,000, an increase of 11%.
- Earnings from operations were \$4,102,000 as compared to \$3,680,000, an increase of 11%.
- Net earnings were \$2,188,000 as compared to \$1,993,000, an increase of 10%.
- Diluted net earnings per share were \$0.17, as compared to \$0.16, an increase of 6%.
- Diluted cash net earnings per share were \$0.23 as compared to \$0.22, an increase of 5%.

32. On November 9, 2005, the Company filed a Form 10-Q with the SEC for the period ended September 30, 2005, which was signed by the Individual Defendants and reaffirmed

the Company's previously announced financial results. Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), the Form 10-Q included certifications signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

33. On November 9, 2005, the Company filed a Form 10-Q with the SEC for the period ended September 30, 2005, which was signed by the Individual Defendants and stated, in relevant part:

Net Revenue

Net revenue increased 11.1% to \$49,573,000 for the three months ended September 30, 2005 from \$44,640,000 for the three months ended September 30, 2004 and increased 10.0% to \$147,145,000 for the nine months ended September 30, 2005 from \$133,748,000 for the nine months ended September 30, 2004. The increase was attributable to same market net revenue growth from our affiliated dental group practices of 9.1% and 7.6% for the three and nine months ended September 30, 2005 and 2004, respectively. In addition, incremental net revenue earned from our platform affiliation completed in February 2005 was offset by a decrease in other revenue. The decrease in other revenue is primarily attributable to a decrease in dental laboratory fees earned from non-affiliates as a result of an increasing percentage of fees being earned from our affiliated dental groups. For the three months and nine months ended September 30, 2005, 69.5% and 68.7% of our dental laboratory fees were generated from the affiliated dental groups, respectively, compared to 65.6% and 62.3% for the comparable periods in 2004.

Net revenue from the Company's service agreements with Park Dental and Forward Dental accounted for approximately 30% and 13%, respectively, of net revenue for the three and nine months ended September 30, 2005. No other service agreement or customer accounted for more than 10% of consolidated net revenue during the periods presented.

34. Pursuant to Section 302 of Sarbanes-Oxley, the November 9, 2005, Form 10-Q included certifications signed by Defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

35. On March 10, 2006, the Company filed its annual report on Form 10-K with the SEC for the period ended December 31, 2005, which was signed by the Individual Defendants, among others. In the Form 10-K, ADPI reported net revenues of \$196,928,000, and net earnings of \$10,291,000.

36. Pursuant to Section 302 of Sarbanes-Oxley, the March 10, 2006, Form 10-K included certifications signed by Defendants Serrao and Feigh stating that the Form 10-K did not include any material misrepresentations.

37. On May 1, 2006, the Company issued a press release titled, "American Dental Partners Reports First Quarter 2006 Results." In the press release, Defendants stated, in part:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the first quarter ended March 31, 2006.

Comparing the first quarter of 2006 with the first quarter of 2005:

- Net revenue was \$54,066,000 as compared to \$48,145,000, an increase of 12%.
- Earnings from operations were \$5,088,000 as compared to \$4,585,000, an increase of 11%.
- Net earnings were \$2,791,000 as compared to \$2,509,000, an increase of 11%.
- Diluted net earnings per share were \$0.22 as compared to \$0.20, an increase of 10%.
- Diluted cash net earnings per share were \$0.28 as compared to \$0.26, an increase of 8%.

38. On May 9, 2006, the Company filed a Form 10-Q with the SEC for the quarterly period ended March 31, 2006, which was signed by the Individual Defendants and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of

Sarbanes-Oxley, the Form 10-Q included certifications signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

39. On July 31, 2006, the Company issued a press release titled, "American Dental Partners Reports Second Quarter and First Half 2006 Financial Results." In the press release defendants stated, in relevant part:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the quarter and six month period ended June 30, 2006.

Comparing the second quarter of 2006 with the second quarter of 2005:

- Net revenue was \$55,078,000 as compared to \$49,427,000, an increase of 11%.
- Earnings from operations were \$5,723,000 as compared to \$5,280,000, an increase of 8%.

Excluding stock-based compensation expense from 2006 results [...], earnings from operations increased 15%.

- Net earnings were \$3,183,000 as compared to \$2,954,000, an increase of 8%.

Excluding stock-based compensation expense from 2006 results [...], net earnings increased 15%.

- Diluted net earnings per share were \$0.25, as compared to \$0.23, an increase of 9%.

Excluding stock-based compensation expense from 2006 results [...], diluted earnings per share increased 17%.

- Diluted cash net earnings per share were \$0.31 as compared to \$0.29, an increase of 7%.

Excluding stock-based compensation expense from 2006 results [...], diluted cash net earnings per share increased 14%.

40. On August 9, 2006, the Company filed a Form 10-Q with the SEC for the

quarterly period ended June 30, 2006, which was signed by the Individual Defendants and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of Sarbanes-Oxley, the Form 10-Q included certifications signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

41. On October 30, 2006, the Company issued a press release titled, "American Dental Partners Reports Third Quarter and Nine Months 2006 Financial Results." In the press release, Defendants stated, in part:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the quarter and nine month period ended September 30, 2006.

Comparing the third quarter of 2006 with the third quarter of 2005:

- Net revenue was \$53,842,000 as compared to \$49,573,000, an increase of 9%.
- Earnings from operations were \$4,441,000 as compared to \$4,102,000, an increase of 8%.

Excluding stock-based compensation expense from 2006 results [...], earnings from operations increased 17%.

- Net earnings were \$2,414,000 as compared to \$2,188,000, an increase of 10%.

Excluding stock-based compensation expense from 2006 results [...], net earnings increased 20%.

- Diluted net earnings per share were \$0.19, as compared to \$0.17, an increase of 12%.

Excluding stock-based compensation expense from 2006 results [...], diluted net earnings per share increased 18%.

- Diluted cash net earnings per share were \$0.25 as compared to \$0.23, an increase of 9%.

Excluding stock-based compensation expense from 2006 results [...], diluted

cash net earnings per share increased 17%.

42. On November 8, 2006, the Company filed a Form 10-Q with the SEC for the quarterly period ended June 30, 2006, which was signed by the Individual Defendants and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of Sarbanes-Oxley, the Form 10-Q included certifications signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

43. On March 9, 2007, the Company filed its annual report with the SEC on Form 10-K for the period ended December 31, 2006. The Form 10-K was signed by the Individual Defendants, among others, and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of Sarbanes-Oxley, the Form 10-K included certifications signed by defendants Serrao and Feigh stating that the Form 10-K did not include any material misrepresentations.

44. On April 3, 2007, Defendants issued a press release titled, "American Dental Partners Announces Developments Related to the PDG Litigation." The press release included the following statements concerning the PDG Litigation:

On March 28, 2007 the Company received a notice of termination of the Service Agreement, effective December 31, 2007, from PDG. PDG's counsel then submitted a letter to the court notifying it of PDG's delivery of the notice of termination. PDG's counsel stated that the notice of termination of the Service Agreement "raises the question of whether there continues to be a case or controversy under the Minnesota Dental Practices Act and may render moot the existing issues regarding the unlawful practice of dentistry by PDHC since the Service Agreement under which the claims regarding the Minnesota Dental Practices Act arise has been terminated." PDG requested a pretrial conference or conference call with the court to discuss this matter.

According to the provisions of the Service Agreement, PDG cannot terminate the agreement unilaterally except in limited circumstances. The Company believes that none of those circumstances apply and that PDG would have significant legal

exposure if it attempts to terminate the Service Agreement without first proving in court a material breach of the agreement by PDHC. While PDG has alleged numerous breaches of the Service Agreement, each of which PDHC has denied, PDG has failed to prove any of the alleged breaches. Accordingly, PDHC has informed PDG that its purported termination is without effect and that PDHC intends to vigorously defend any attempt by PDG to terminate the Service Agreement, and to hold PDG to its long-term obligations under the Service Agreement.

The Company believes this apparent change in strategy by PDG is positive for the Company and confirms the Company's long held belief that the lawsuit brought by PDG is nothing more than PDG attempting to undo a transaction that was fairly negotiated over ten years ago by two well represented parties.

[Emphasis added.]

45. On April 30, 2007, the Company issued a press release titled, "American Dental Partners Reports First Quarter 2007 Financial Results," stating, in relevant part, as follows:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the first quarter ended March 31, 2007.

Comparing the first quarter of 2007 with the first quarter of 2006:

- Net revenue was \$65,458,000 as compared to \$54,066,000, an increase of 21%.
- Earnings from operations were \$7,223,000 as compared to \$5,088,000, an increase of 42%.
- Net earnings were \$3,879,000 as compared to \$2,791,000, an increase of 39%.
- Diluted net earnings per share were \$0.30, as compared to \$0.22, an increase of 36%.
- Diluted cash net earnings per share were \$0.36 as compared to \$0.28, an increase of 29%.

46. On May 9, 2007, the Company filed a Form 10-Q with the SEC for the quarterly period ended March 31, 2007, which was signed by the Individual Defendants, and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of Sarbanes-Oxley, the Form 10-Q included certifications

signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

47. On July 30, 2007, the Company issued a press release titled, "American Dental Partners Reports Second Quarter and First Half 2007 Financial Results," which stated, in relevant part:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the quarter and six months ended June 30, 2007.

Comparing the second quarter of 2007 with the second quarter of 2006:

- Net revenue was \$66,552,000 as compared to \$55,078,000, an increase of 21%.
- Earnings from operations were \$8,187,000 as compared to \$5,723,000, an increase of 43%.
- Net earnings were \$4,528,000 as compared to \$3,183,000, an increase of 42%.
- Diluted net earnings per share were \$0.34, as compared to \$0.25, an increase of 36%.
- Diluted cash net earnings per share were \$0.41 as compared to \$0.31, an increase of 32%.

48. On August 9, 2007, the Company filed a Form 10-Q with the SEC for the quarterly period ended June 30, 2007, which was signed by the Individual Defendants, and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of Sarbanes-Oxley, the Form 10-Q included certifications signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

49. On October 29, 2007, the Company issued a press release titled, "American Dental Partners Reports Second Quarter and First Half 2007 Financial Results," what stated, in relevant part:

American Dental Partners, Inc. (NASDAQ:ADPI) announced financial results today for the quarter and nine months ended September 30, 2007.

Comparing the third quarter of 2007 with the third quarter of 2006:

- Net revenue was \$67,162,000 as compared to \$53,842,000, an increase of 25%.

- Earnings from operations were \$5,252,000 as compared to \$4,441,000, an increase of 18%.
- Net earnings were \$2,701,000 as compared to \$2,414,000, an increase of 12%.
- Diluted net earnings per share were \$0.20 as compared to \$0.19, an increase of 5%.
- Diluted cash net earnings per share were \$0.28 as compared to \$0.25, an increase of 12%.

50. On November 9, 2007, the Company filed a Form 10-Q with the SEC for the quarterly period ended September 30, 2007, which was signed by the Individual Defendants, and reaffirmed the Company's previously announced financial results. Pursuant to Section 302 of Sarbanes-Oxley, the Form 10-Q included certifications signed by defendants Serrao and Feigh stating that the Form 10-Q did not include any material misrepresentations.

51. Defendants' statements described in ¶¶ 31-50, above, were materially false and misleading when made because defendants knew or recklessly disregarded but failed to disclose that the Company's financial results were obtained by wrongful conduct, as determined by the jury in the PDG Litigation, contrary to defendants' representations that ADPI's revenue and earnings were legitimately obtained and accrued according to generally accepted accounting practices. As a result, defendants' Class Period statements concerning ADPI's operations and financial performance were materially false and misleading.

Disclosures at the End of The Class Period

52. On December 12, 2007, a jury issued its verdict in the PDG Litigation. With respect to Park Dental Group's breach of the service agreement claim, the jury found that PDHC was in breach and awarded Park Dental Group \$9,413,397 in compensatory damages. With respect to Park Dental Group's breach of implied covenant of good faith and fair dealing claim, the jury

found that PDHC was in breach and awarded Park Dental Group \$11,500,000 in compensatory damages. With respect to Park Dental Group's tortious interference with contract or prospective advantage claim, the jury found that PDHC was culpable and awarded Park Dental Group \$67,000,000 in compensatory damages. With respect to Park Dental Group's defamation claim, the jury found that PDHC was culpable and awarded Park Dental Group \$177,250 in compensatory damages. The PDHC and ADPI claims were all dismissed.

53. That same day, ADPI's shares plummeted from \$20.12 to close at \$14.34 per share B a one-day decline of 29 percent.

54. On December 13, 2007, Park Dental Group was awarded \$42,250,000 in punitive damages for its tort claims.

55. On the same day, ADPI's shares started the market opening at \$9.03 and finished the trading day at \$4.62, down a staggering 78% in two days.

56. Subsequent to the announcement that ADPI had reached a settlement with PDG, ADPI share price has not recovered from its trading range prior to the dissemination of the jury verdict.

LOSS CAUSATION

57. Defendant's wrongful conduct, as alleged herein, directly and proximately caused the economic loss suffered by Plaintiff and the Class.

58. During the Class Period, Plaintiff and the Class purchased or otherwise acquired ADPI securities at artificially inflated prices and were damaged thereby. The price of ADPI common stock declined when the misrepresentations made to the market, and/or the

information alleged herein to have been concealed from the market, and/or the effects thereof, were revealed, causing investors' losses.

SCIENTER ALLEGATIONS

59. As alleged herein, Defendants acted with scienter in that Defendants knew that the public documents and statements, issued or disseminated by or in the name of the Company were materially false and misleading; knew or recklessly disregarded that such statements or documents would be issued or disseminated to the investing public, and knowingly and substantially participated or acquiesced in the issuance or dissemination of such statements or documents as primary violators of the federal securities laws. As set forth elsewhere herein in detail, Defendants, by virtue of their receipt of information reflecting the true facts regarding the Company and its business practices, their control over and/or receipt of the Company's allegedly materially misleading misstatements and/or their associations with the Company which made them privy to confidential proprietary information concerning ADPI were active and culpable participants in the fraudulent scheme alleged herein. Defendants knew and/or recklessly disregarded the falsity and misleading nature of the information which they caused to be disseminated to the investing public. This case does not involve allegations of false forward-looking statements or projections but instead involves false statements concerning the Company's business, finances, and operations. The ongoing fraudulent scheme described in this complaint could not have been perpetrated over a substantial period of time, as has occurred, without the knowledge and complicity of the personnel at the highest level of the Company, including Defendants.

60. Defendants engaged in such a scheme to inflate the price of ADPI common

stock in order to: (a) protect and enhance their executive positions and the substantial compensation and prestige they obtained thereby; (b) enhance the value of their personal holdings of ADPI common stock; and, (c) to use the Company's stock as currency for corporate acquisitions.

61. During the Class Period, defendant Serrao sold approximately 257,000 of his own shares for proceeds in excess of \$5.6 million, while in possession of materially adverse information concerning the Company's conduct with respect to PDG, as illustrated in the following table:

SALE DATE	# OF SHARES SOLD	PROCEEDS
05/07/2007	41,127	\$1,028,422
05/04/2007	3,600	\$91,257
05/03/2007	17,249	\$450,880
03/16/2007	14,557	\$291,649
03/15/2007	7,300	\$146,520
03/14/2007	21,370	\$427,614
03/13/2007	12,244	\$248,186
11/03/2005	32,000	\$680,000
11/02/2005	40,000	\$833,488
11/01/2005	68,000	\$1,405,356
TOTALS	257,447	\$5,603,372.00

**Applicability of Presumption of Reliance
Fraud-on-the-Market Doctrine**

62. The market for ADPI's securities was open, well-developed and efficient

at all relevant times. As a result of the materially false and misleading statements and failures to disclose, ADPI securities traded at artificially inflated prices during the Class Period. Plaintiff and other members of the Class purchased or otherwise acquired ADPI securities relying upon the integrity of the market price of ADPI securities and market information relating to ADPI, and have been damaged thereby.

63. During the Class Period, the artificial inflation of ADPI securities was caused by the material misrepresentations and omissions particularized in this Complaint causing the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false or misleading statements about ADPI's business, prospects and operations. These material misstatements and omissions created an unrealistically positive assessment of ADPI and its business and prospects, thus causing the price of the Company's securities to be artificially inflated at all relevant times, and when disclosed, negatively affected the value of ADPI stock. Defendants' materially false and misleading statements during the Class Period resulted in Plaintiffs and other members of the Class purchasing the Company's securities at such artificially inflated prices, and each of them has been damaged as a result.

64. At all relevant times, the market for ADPI Securities was an efficient market for the following reasons, among others:

- (a) ADPI stock met the requirements for listing, and was listed and actively traded on the NASDAQ, a highly efficient and automated market;
- (b) As a regulated issuer, ADPI filed periodic public reports with the SEC;

(c) ADPI regularly communicated with public investors via established market communication mechanisms, including through regular dissemination of press releases on the national circuits of major newswire services and through other wide-ranging public disclosures, such as communications with the financial press and other similar reporting services; and

(d) ADPI was followed by securities analysts employed by major brokerage firms who wrote reports about the Company, and these reports were distributed to the sales force and certain customers of their respective brokerage firms. Each of these reports was publicly available and entered the public marketplace.

65. As a result of the foregoing, the market for ADPI's securities promptly digested current information regarding ADPI from all publicly available sources and reflected such information in ADPI's stock price. Under these circumstances, all purchasers of ADPI securities during the Class Period suffered similar injury through their purchase of ADPI securities at artificially inflated prices and a presumption of reliance applies.

INAPPLICABILITY OF STATUTORY SAFE HARBOR

66. The statutory safe harbor provided for forward-looking statements under certain circumstances does not apply to any of the allegedly false statements pleaded herein. The statements alleged to be false and misleading herein all relate to then-existing facts and conditions. Moreover, the specific statements pleaded herein were not identified as "forward-looking statements" when made. To the extent that any of the statements identified herein as materially false and misleading are held by the Court to be forward-looking statements, there were no meaningful cautionary statements identifying important then-present factors that could,

and indeed did, cause actual results to differ materially from those in the purportedly forward-looking statements. Alternatively, to the extent that the statutory safe harbor does apply to any forward-looking statements pleaded herein, Defendants are liable for those materially false forward-looking statements because at the time each of those statements was made, the particular speaker knew that the particular forward-looking statement was false, and/or the forward-looking statement was authorized and/or approved by an executive officer or director of ADPI who knew that those statements were false when made.

CLASS ACTION ALLEGATIONS

67. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a class consisting of all persons who purchased or otherwise acquired the common stock of ADPI during the Class Period (collectively, the “Class”), and were damaged thereby, alleging violations of Sections 10(b) and 20(a) of the Exchange Act. Excluded from the Class are Defendants, members of the Individual Defendants’ families, any entity in which any defendant has a controlling interest, or which is a parent or subsidiary of, or which is controlled by, the Company, and the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, or assigns of any of the defendants.

68. The members of the Class are so numerous that joinder of all members is impracticable. The disposition of their claims in a class action will provide substantial benefits to the Parties and the Court. As of November 5, 2007, ADPI had more than 12.8 million shares of common stock outstanding. Throughout the Class Period, ADPI securities were traded on the NASDAQ, a well-developed and efficient market. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery,

Plaintiff believes that there are at least hundreds of members in the proposed class. Record owners and other members of the Class may be identified from records maintained by ADPI or its transfer agent and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in securities class actions.

69. Common questions of law and fact exist as to all members of the Class, which predominate over any questions that may affect individual members of the Class. Among the questions of law and fact common to the Class are:

- (a) Whether Defendants violated the Exchange Act;
- (b) Whether Defendants omitted and/or misrepresented material facts;
- (c) Whether Defendants' statements omitted material facts necessary to make the statements, made in light of the circumstances under which the statements were made, not misleading;
- (d) Whether Defendants knew or deliberately disregarded that their statements were false and misleading; and
- (e) Whether the prices of ADPI's securities were artificially inflated and the extent of damage sustained by the Class and the appropriate measure of damages.

70. Plaintiff's claims are typical of those of the Class because the Plaintiff and the Class sustained damages from Defendants' wrongful conduct complained of herein.

71. Plaintiff will adequately protect the interests of the Class and has retained counsel competent and experienced in class action securities litigation. Plaintiff has no interests which conflict with those of the Class.

72. A class action is superior to other available methods for the fair and efficient

adjudication of this controversy since joinder of all members of the Class is impracticable. Furthermore, as the damages suffered by individual members of the Class may be relatively small, the expense and burden of individual litigation make it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

COUNT I

Violations of §10(b) of the Exchange Act and Rule 10b-5 Promulgated Thereunder Against All Defendants

73. Plaintiff incorporates the prior allegations of the Complaint as if they were set forth in full herein.

74. During the Class Period, Defendants disseminated or approved the false statements specified above, which they knew or deliberately disregarded were misleading in that the statements contained misrepresentations and failed to disclose material facts necessary in order to make the statements, in light of the circumstances under which the statements were made, not misleading.

75. Defendants violated §10(b) of the Exchange Act and Rule 10b-5 in that they:

- (a) employed devices, schemes, and artifices to defraud;
- (b) made untrue statements of material facts or omitted to state material facts necessary to make the statements, in light of the circumstances under which the statements were made, not misleading; or
- (c) engaged in acts, practices, and a course of business that operated as a

fraud or deceit upon Plaintiff and others similarly situated in connection with their purchases of ADPI securities during the Class Period.

76. Plaintiff and the Class have suffered damages such that, in reliance on the integrity of the market, they paid artificially inflated prices for ADPI's securities. Plaintiff and the Class would not have purchased ADPI's securities at the prices they paid, or at all, if they had been aware that the market prices had been artificially and falsely inflated by Defendants' misleading statements.

COUNT II

Violations of §20(a) of the Exchange Act Against All Defendants

77. Plaintiff incorporates the prior allegations of the Complaint as if they were set forth in full herein.

78. The Individual Defendants acted as controlling persons of ADPI within the meaning of §20(a) of the Exchange Act. By reason of their positions with the Company and their ownership of ADPI securities, the Individual Defendants had the power and authority to cause ADPI to engage in the wrongful conduct complained of herein. ADPI controlled the Individual Defendants and all of its employees. By reason of such conduct, Defendants are liable pursuant to §20(a) of the Exchange Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

A. Declaring this action to be a proper class action pursuant to Federal Rules of Civil Procedure 23;

- B. Awarding Plaintiff and the members of the Class damages, including interest;
- C. Awarding Plaintiff's reasonable costs and attorneys' fees; and
- D. Awarding such equitable, injunctive or other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: February 11, 2008

Law Office of Peter A. Lagorio

By: 

Peter A. Lagorio (BBO#567379)
Steven M. Taylor (BBO#657829)
63 Atlantic Avenue
Boston, MA 02110
Telephone: (617) 367-4200
Facsimile: (617) 227-3384

GLANCY BINKOW & GOLDBERG LLP

Lionel Z. Glancy
Kevin Ruf
1801 Avenue of the Stars, Suite 311
Los Angeles, California 90067
Telephone: (310) 201-9150
Facsimile: (310) 201-9160

Attorneys for Plaintiff

**GLANCY BINKOW & GOLDBERG LLP
SWORN CERTIFICATION OF PLAINTIFF FREDERICK J. JOHNSTON
AMERICAN DENTAL PARTNERS, INC. SECURITIES LITIGATION**

I, Frederick J. Johnston, certify that:

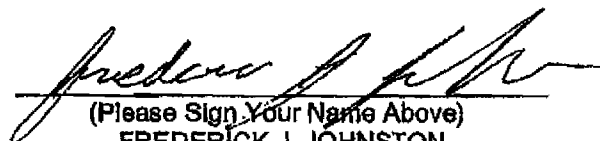
1. I have reviewed the Complaint and authorized its filing.
2. I did not purchase AMERICAN DENTAL PARTNERS, INC., the security that is the subject of this action, at the direction of plaintiff's counsel or in order to participate in any private action arising under this title.
3. I am willing to serve as a representative party on behalf of a class and will testify at deposition and trial, if necessary.
4. My transactions in AMERICAN DENTAL PARTNERS, INC. during the Class Period set forth in the Complaint are as follows:

SEE ATTACHED "EXHIBIT A"
5. I have not served as a representative party on behalf of a class under this title during the last three years.
6. I will not accept any payment for serving as a representative party, except to receive my pro rata share of any recovery or as ordered or approved by the court including the award to a representative plaintiff of reasonable costs and expenses (including lost wages) directly relating to the representation of the class.

Check here if you are a current employee or former employee of the defendant Company.

I declare under penalty of perjury that the foregoing are true and correct statements

Dated: 2-1-08


(Please Sign Your Name Above)
FREDERICK J. JOHNSTON

FAX BACK TO (310) 201-9160

EXHIBIT A

Transactions of Frederick J. Johnston in American Dental Partners, Inc.

07/12/07	Bought 600 shares at \$26.60 per share
07/12/07	Bought 500 shares at \$26.61 per share
07/12/07	Bought 300 shares at \$26.60 per share
07/12/07	Bought 200 shares at \$26.63 per share
07/12/07	Bought 200 shares at \$26.66 per share
07/12/07	Bought 200 shares at \$26.68 per share
07/12/07	Bought 200 shares at \$26.62 per share
07/12/07	Bought 200 shares at \$26.64 per share
07/12/07	Bought 200 shares at \$26.49 per share
07/12/07	Bought 100 shares at \$26.62 per share
07/12/07	Bought 100 shares at \$26.54 per share
07/12/07	Bought 100 shares at \$26.47 per share
10/30/07	Bought 580 shares at \$24.36 per share
10/30/07	Bought 140 shares at \$24.84 per share
10/30/07	Bought 100 shares at \$24.36 per share
10/30/07	Bought 100 shares at \$24.41 per share
10/30/07	Bought 100 shares at \$24.34 per share
10/30/07	Bought 80 shares at \$24.83 per share
10/30/07	Bought 10 shares at \$24.80 per share
07/12/07	Bought 877 shares at \$26.30 per share
07/12/07	Bought 11 shares at \$26.31 per share
01/11/08	Bought 331 shares at \$6.30 per share
12/20/07	Sold 1,000 shares at \$5.26 per share

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Frederick J. Johnston **DEFENDANTS** Gregory A. Serrao, Brehm T. Feigh, Mark W. Vargo, and American Dental Partners, Inc.

(b) County of Residence of First Listed Plaintiff Cook, Illinois **County of Residence of First Listed Defendant** _____
(EXCEPT IN U.S. PLAINTIFF CASES) (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Law Office of Peter A. Lagorio
63 Atlantic Avenue Boston, MA 02110

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

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II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Section 10(b) of the Securities Exchange Act of 1934, 15 USC § 78j(b)

Brief description of cause:
Fraud in connection with the purchase of publicly-traded securities.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): **JUDGE** _____ **DOCKET NUMBER** _____

DATE 2/11/08 **SIGNATURE OF ATTORNEY OF RECORD**
Peter A. Lagorio PETER A. LAGORIO (BB#567379)

FOR OFFICE USE ONLY

RECEIPT # _____ **AMOUNT** _____ **APPLYING IFP** _____ **JUDGE** _____ **MAG. JUDGE** _____

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Frederick J. Johnston v. Gregory A. Serra

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)). 2008 FEB 12 A 9:44

- I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

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3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
YES NO
If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?
YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
YES NO

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
YES NO
A. If yes, in which division do all of the non-governmental parties reside?
Eastern Division Central Division Western Division
B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)
YES NO

(PLEASE TYPE OR PRINT)
ATTORNEY'S NAME Peter A. Lagorio (BB0# 567379)
ADDRESS 63 Atlantic Avenue Boston, MA 02110
TELEPHONE NO. (617) 367-4200