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FAIRNESS TO CONTACT LENS CONSUMERS ACT

HEARING

BEFORE THE

SUBCOMMITTEE ON
COMMERCE, TRADE, AND CONSUMER PROTECTION

OF THE

COMMITTEE ON ENERGY AND
COMMERCE
HOUSE OF REPRESENTATIVES

ONE HUNDRED EIGHTH CONGRESS

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FAIRNESS TO CONTACT LENS CONSUMERS ACT

TUESDAY, SEPTEMBER 9, 2003

HOUSE OF REPRESENTATIVES,
COMMITTEE ON ENERGY AND COMMERCE,
SUBCOMMITTEE ON COMMERCE, TRADE,
AND CONSUMER PROTECTION,
Washington, DC.

The subcommittee met, pursuant to notice, at 1 p.m., in room 2123 of the Rayburn House Office Building, Hon. Cliff Stearns (chairman) presiding.

Members present: Representatives Stearns, Shimkus, Terry, Schakowsky, and Green.

Also present: Representative Burr.

Staff present: Kelly Zerzan, majority counsel; Ramsen Betfarhad, policy coordinator; Jill Latham, legislative clerk; Jon Tripp, deputy communications director; and Jonathan Cordone, minority counsel.

Mr. STEARNS. The subcommittee will come to order. Without objection, the subcommittee will proceed pursuant to Committee Rule 4(e). So ordered. The Chair recognizes himself for an opening statement.

My colleagues, welcome to this afternoon's hearing on H.R. 2221, the Fairness to Contact Lens Consumers Act introduced by the committee's vice chairman, Congressman Richard Burr. Although Congressman Burr is not a member of the Commerce, Trade, and Consumer Protection Subcommittee, I believe he will be joining us.

Today, 36 million Americans wear contact lenses. With advances in technology, consumers are offered a myriad of options for eye care, from disposable lenses used for just 1 day, to lenses that can be used for a month, to lenses that can be used for a year.

As the contact lens business has grown, so have the available outlets for buying contact lenses. Today, a consumer can go to Wal-Mart or Costco, the Internet, or to mail order companies to purchase these lenses. With such intense competition, contact lenses have become more affordable, making them more accessible and available to consumers.

To buy and wear contact lenses, however, a consumer must have a prescription from a licensed doctor or an optometrist. It is at this point where the market has seen competitive obstacles erected that can make purchasing contact lenses from third party sellers more difficult.

In my home State of Florida, a patient is entitled to a copy of his or her prescription if they request it. But around the country,

as we will learn today, contact lens prescription release does not always happen as it should.

We are fortunate to have with us Maria Martinez, a consumer, who will share with us her challenging experiences trying to get a copy of her contact lens prescription. As her story will illustrate, some eye doctors will refuse to release prescriptions or will condition release on the purchase of contact lenses from the doctor's practice. Clearly, these are anti-competitive practices that limit options and increase prices. H.R. 2221 is designed to eliminate this market-altering practice.

In order for consumers to be best served, there should be responsibilities and commitments made by both sides of the prescription release transaction. Doctors should freely give patients their contact lens prescription and should promptly verify such prescriptions, and third party sellers should accurately provide patient information and allow a reasonable time for verification.

I believe this bill is a step toward making the contact lens landscape truly competitive. Consumers deserve that. I look forward to hearing from our witnesses today.

I yield back.

With that, the gentleman from Texas is recognized.

Mr. GREEN. Thank you, Mr. Chairman. I will put my full statement in the record.

I agree with what you said. We need to make sure that that the law keeps up with the industry and the success we have had. I have some concern, though, that I don't want to treat contact lenses any different than I do any other prescription.

Typically if I have a prescription from my physician for a certain type of medication, it may last 90 days or a year. And just because I may want to have it filled 1½ years later doesn't mean that that is possible.

So I think we should have some type of definite way that there is verification on prescriptions because, again, I think the consumer needs to be able to shop around and have that opportunity, but I also know that we want to make sure that they are getting the contact lens or the prescription in other cases that will benefit them.

And with that, again, I will put my full statement into the record. Thank you.

Mr. STEARNS. By unanimous consent, so ordered.

[The prepared statement of Hon. Gene Green follows:]

PREPARED STATEMENT OF HON. GENE GREEN, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF TEXAS

Thank you, Chairman Stearns and Ranking Member Schakowsky, for holding this hearing on consumer access and competition in the contact lens industry.

I also thank our panel of witnesses for being here today and offer a special welcome to my fellow Texans, Ms. Venable and Ms. Martinez.

We appreciate your coming to share Texas's experience with this issue.

Over the past twenty years, the market for contact lenses has grown and changed dramatically.

The contact lenses worn today by 36 million Americans are far different from the hard contacts of the 1980s that had to be specially crafted and ordered for each individual patient.

The mass manufacture of soft lenses has enabled more consumers to wear contacts and more companies to sell them.

Without question, this increased access and competition is good for both consumers and business.

Our colleague Mr. Burr has introduced a bill that is a good start toward ensuring that all contact lens wearers are given their prescriptions and allowed to shop around and find the best price for their contacts.

Our good friends at the FTC have ensured that, by law, individuals must have access to their eyeglass prescriptions.

In my view, contact lens wearers should be treated no differently—the release of their prescriptions should not contingent upon a follow-up exam or any future business by the consumer.

Therefore, I agree wholeheartedly with the intent of the Fairness to Contact Lens Consumers Act, and I applaud Mr. Burr for taking on this issue. I do think, however, that any legislation guaranteeing consumers access to their prescriptions should provide doctors with a specific means of verifying them.

If we mandate by federal law that consumers must be given their prescription but don't give sellers a uniform verification standard to follow, I worry that we would create a level of confusion that could negate the consumer benefits in this bill.

I also think that the verification standard for contact lenses should follow that of any other prescription.

The obvious difference between prescriptions for contact lens prescriptions and drugs, however, is that the pharmacy filling the prescription drug isn't in relying on its competitor for verification, since medical doctors cannot fill the prescriptions they write. So, we need to devise a standard that creates a level playing field for all contact lens sellers and allows consumers full and open access to them.

In doing so, however, we also need to make sure that we encourage consumers to get regular eye exams. Increased access to contact lenses should not come at the expense of proper eye care.

I am confident that the committee can work in a bi-partisan fashion to resolve these issues as well as some underlying enforcement concerns, and pass this consumer-friendly bill.

Again, I thank our witnesses for appearing today and look forward to your testimony and the light it will shed on this important subject.

With that, Mr. Chairman, I yield back the balance of my time.

[Additional statements submitted for the record follow:]

PREPARED STATEMENT OF HON. JOHN SHIMKUS, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF ILLINOIS

Good Afternoon. Mr. Chairman, thank you for holding this hearing to address the importance of providing consumers more free-market access to goods—and as we will discuss in this particular hearing, contact lenses.

I wear contact lenses and as a consumer I know that it has not been easy for consumers of contact lenses to have free market access to these products. I have always supported measures that decreased barriers for consumers and follow the philosophy that as a legislator less government intrusion into the marketplace is better for the American public.

However, I applaud the work of our optometrists and ophthalmologists who provide excellent care to thousands of patients around the country and whose work cannot be replaced by mail order numbers and internet companies.

But, I believe that patients should be given their prescription for contact lenses upon completion of an eye exam. The next step of this process is to determine the best way to verify and then distribute the lenses.

I am interested to learn the benefits and detriments of the different ways to verify contact lens prescriptions—using either the positive or passive forms of verification.

I look forward to hearing the testimony of our witnesses today. I hope that we are able to provide a competitive market for consumers while still protecting the interests and health of eye care patients. I yield back the remainder of my time.

PREPARED STATEMENT OF HON. W.J. "BILLY" TAUZIN, CHAIRMAN. COMMITTEE ON ENERGY AND COMMERCE

I'd like to begin by thanking the Chairman for holding this hearing today on H.R. 2221, the "Fairness to Contact Lens Consumers Act". I am an original sponsor of H.R. 2221, and I believe it is a strong piece of consumer protection legislation that will help Americans and their access to affordable eye care.

Back in the 1970s, the Federal Trade Commission enacted a rule that required eye care professionals to provide patients with a copy of their eyeglasses prescription. That rule was necessary because doctors and optometrists would refuse to release prescriptions to consumers or would condition release on the purchase of eye-

glasses. While the eyeglasses rule radically changed the competitive landscape—today there is vibrant competition among eyeglasses providers—contact lenses were not included in that rule.

Today we see the same competitive problems festering in the contact lens marketplace as we saw in the eyeglasses market 25 years ago. In fact, the anticompetitive behavior by eye care professionals caught the attention of a number of state attorney's general who filed a complaint against the American Optometric Association alleging a conspiracy to eliminate the sale of contacts by pharmacies, mail order and other alternative sellers, and a conspiracy to prevent the release of contact lens prescriptions to consumers. This suit was settled, but it shows the extent of distrust for how contact lenses are currently dispensed by eye doctors and optometrists.

Unlike other areas of medicine where doctors are prohibited from selling the drugs they prescribe, optometrists and eye doctors can and do sell the contact lenses they prescribe. What this means is third party sellers are forced to ask the eye doctors, *their competitors,* for permission to make a sale. This sets up a classic conflict of interest that robs the consumer of the ability to shop competitively for the best price. Thankfully, H.R. 2221 is a step toward resolution.

H.R. 2221, the "Fairness to Contact Lens Consumers Act" takes the necessary steps to remedy this stranglehold on contact lens competition. This bill takes aim at all sides of the problem: it mandates that doctors and optometrists release a consumer's contact lens prescription, and cracks down on fly-by-night sellers who try to sell contact lenses without a prescription.

H.R. 2221 not only sparks competition in the sale of contact lenses, but it is consistent with the protection of consumers' health. Price competition and service innovation in the contact lens market has increased with the entry of third party sellers. With the increased availability of affordable contact lenses, consumers will arguably changes their lenses more frequently, resulting in increased ocular health.

I look forward to hearing from our witnesses, and urge my colleagues to support H.R. 2221. I yield back my time.

PREPARED STATEMENT OF HON. HILDA L. SOLIS, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF CALIFORNIA

Good afternoon. I would like to thank all the witnesses, especially Mr. Howard Beales from the Federal Trade Commission, and Mr. Robert Hubbard from the New York Attorney General's Office, for being here today to discuss the issues relating to contact lens consumers protection.

I believe it is important to recognize the tremendous growth not only in the contact lens business, but also in the number of Americans opting for contact lenses over glasses. Currently, there are over 36 million Americans wearing contact lenses. We must keep up with these technological trends within medicine by implementing sound legislation to address these advances.

I look forward to hearing from our distinguished group of witnesses today, and to continue our efforts to discuss the issues relating to contact lens consumer protection.

Thank you and I yield back the balance of my time.

Mr. STEARNS. With that, we will move to the witness list. We welcome Ms. Maria Martinez, appreciate you coming and sharing your story with us; and, again, Mr. Howard Beales, Director, Bureau of Consumer Protection, FTC;—thank him for coming—Mr. Jonathan Coon, Chief Executive Officer, 1-800 Contacts; Dr. J. Pat Cummings, immediate Past President, the American Optometric Association; Mr. Robert Hubbard, Director of Litigation, Antitrust Bureau, Office of the New York Attorney General; Ms. Ami Gadhia, Consumers Union; and Ms. Peggy Venable, the State Director, Citizens for a Sound Economy. I welcome all of you. And we'll start, Maria, with you. And we appreciate your attendance.

STATEMENTS OF MARIA MARTINEZ; J. HOWARD BEALES III, DIRECTOR, BUREAU OF CONSUMER PROTECTION, FEDERAL TRADE COMMISSION; JONATHAN C. COON, CHIEF EXECUTIVE OFFICER, 1-800 CONTACTS; J. PAT CUMMINGS, IMMEDIATE PAST PRESIDENT, AMERICAN OPTOMETRIC ASSOCIATION; ROBERT L. HUBBARD, DIRECTOR OF LITIGATION, ANTITRUST BUREAU, OFFICE OF THE NEW YORK ATTORNEY GENERAL; AMI V. GADHIA, CONSUMERS UNION; AND PEGGY VENABLE, STATE DIRECTOR, CITIZENS FOR A SOUND ECONOMY

Ms. MARTINEZ. Thank you, chairman and committee members. It is an honor to testify before you today.

My name is Maria Martinez. And I am from Austin, Texas. I have been a contact lens wearer for over 20 years. I have endured firsthand the effects of the lack of competition within the contact lens market. I have paid up to and above $300 every time I purchase a set of contact lenses and must say I am looking for some relief. This, of course, frequently mandated how often I replace my lenses. And I, of course, are limited because the length that the prescription before it expires lasts is 1 year.

I have a family of two children, and we are all contact lens wearers in my family. What I would like to just voice here is I am frustrated by the 1-year prescription period. Of course, with three contact lens wearer in the family, it is far too costly for me to keep up with.

In addition to this, I have interviewed other contact lens wearers in my State just to find out their experiences. And I found that they were denied the ability to obtain the prescriptions. While for me it has been costly, I have not been given a choice as to whether I could secure my prescription and, therefore, go out and find it at a lower cost.

Some of the individuals that I talked to said that when they tried to obtain the prescription from their eye care provider, they were stalled until their prescription expired and then they were unable to obtain it and had to go back to obtain another prescription and pay the cost for another eye exam. They felt they were treated deceptively in that way. Other individuals I talked to eventually gave up and just ultimately paid that higher price, rather than seek lenses from an alternative provider.

A lady that I spoke to said that when she tried to get her prescription for contact lenses, instead of a contact lens prescription, we received a prescription for eyeglasses. And, unfortunately, this individual was never given an exam for eyeglasses with that particular physician. So there should not have been a prescription for eyeglasses on file for her. So ultimately she was forced to do without.

I just would urge this committee to support H.R. 2221 so that it would promote competition in the contact lens market and treat contact lens prescriptions equal to that of those for eyeglasses.

Thank you.

Mr. STEARNS. Thank you.

Mr. Beales, welcome.

STATEMENT OF J. HOWARD BEALES III

Mr. BEALES. Thank you, Mr. Chairman, members of the subcommittee. I am Howard Beales, the Director of the Federal Trade Commission's Bureau of Consumer Protection. I am pleased to present the views of the Commission this afternoon.

I am happy to provide comments on the Fairness to Contact Lens Consumers Act. First, I would like to briefly discuss the Commission's mission and our long history of activity in the eye care industry. Then I will provide some specific comments on the bill.

As the Federal Government's principal consumer protection agency, the Commission has a long history of activity in the eye care industry. Through law enforcement, advocacy before other government agencies, and rulemaking, the Commission promotes vigorous competition and consumer choice, thereby increasing consumer welfare.

Many of the FTC's law enforcement efforts concerning eye care have focused on ensuring that consumers have access to truthful, non-misleading information about the eye care products they need. For example, the Commission recently issued final consent orders against two of the largest purveyors of LASIK eye surgery services, the most common elective surgery in the United States. In these cases, the Commission challenged as unsubstantiated claims that LASIK surgery would eliminate the need for glasses or contacts for life and that LASIK surgery poses significantly less risk to patients' eye health than wearing contact lenses or glasses. Our cases have enhanced the ability of consumers to make better-informed choices concerning eye care products.

The Commission also has pursued numerous advocacy opportunities involving the eye care industry. Most recently, in October of 2002, the Commission held a public workshop to evaluate possible anti-competitive barriers to electronic commerce in contact lenses and nine other industries.

Commission staff heard testimony from all sides of the contact lens issue. The Commission staff will report on the workshop and the extent to which anti-competitive barriers to e-commerce exist in this industry.

Turning to the bill, the Commission supports the proposed legislation's goal of promoting greater competition among contact lens sellers and thereby enhancing consumer choice. We have comments on three components of the bill.

First, the bill requires that eye care practitioners verify a patient's contact lens prescription. The bill, however, does not adopt a particular approach to verification. At its e-commerce workshop, the Commission explored the costs and benefits of two different approaches to prescription verification: passive or active.

Proponents of passive verification favor this approach because it allows the seller to presume verification if the eye care practitioner does not take affirmative action to correct any errors in the prescription. These proponents point to difficulties with an active verification regime, such as a low response rate or delayed responses by eye care practitioners.

By contrast, proponents of active verification systems express concern that passive verification may allow sellers to ship contact lenses even if the customer has an invalid or incorrect prescription.

According to proponents of active verification, customers may face serious health risks if they obtain and wear contact lenses based on such a prescription.

The Commission believes that the bill should identify with specificity the type of verification system that would be required. Absent such specificity, the Commission would be in the difficult position of interpreting the law to determine what types of verification systems would be acceptable. If the bill directly and specifically addressed the issue of an acceptable verification system, consumers would also receive the bill's benefits more quickly than if the Commission first had to compile information about various systems, analyze the costs and benefits of these systems, and decide which systems are acceptable.

Second, the bill also requires the FTC to undertake a study and prepare a report within 9 months examining the strength of competition in the market for prescription contact lenses. The FTC study requirement involves issues well outside the Commission's expertise, particularly the health effects of different verification schemes, and would be very difficult to complete within 9 months. Accordingly, the Commission respectfully requests that it be eliminated.

Third, the bill would require that ophthalmologists and optometrists release contact lens prescriptions to their patients and any person designated to act on their patients' behalf upon completion of a contact lens fitting. The Commission believes that the availability of contact lens prescriptions benefits consumers because it gives patients the option of purchasing contact lenses from sellers other than the eye care practitioner who wrote their prescription.

More than two-thirds of the States already require that prescribers release contact lens prescriptions to patients. Although it is unclear how frequently consumers do not obtain their contact lens prescriptions, the Commission's experience in this area suggests that the costs associated with a contact lens prescription release requirement are likely to be quite low. A requirement may not be necessary, but the Commission does not oppose it.

Thank you for this opportunity to testify today. And I look forward to answering any questions you may have.

[The prepared statement of J. Howard Beales III follows:]

PREPARED STATEMENT OF HOWARD BEALES, DIRECTOR, BUREAU OF CONSUMER PROTECTION, FEDERAL TRADE COMMISSION

I. INTRODUCTION

Mr. Chairman and members of the Committee, I am Howard Beales, Director of the Bureau of Consumer Protection at the Federal Trade Commission ("Commission" or "FTC"). The Commission is pleased to provide information concerning the contact lens industry and offer comments on the Fairness to Contact Lens Consumers Act (H.R. 2221) ("the bill"). I will discuss the Commission's mission and our long history of activity in the eye care industry, and provide some specific comments on the bill.[1]

As the federal government's principal consumer protection agency, the FTC's mission is to promote the efficient functioning of the marketplace by enforcing laws

[1] The views expressed in this statement represent the views of the Commission. My oral statements and responses to any questions you may have represent my own views, and not necessarily the views of the Commission or any Commissioner.

against unfair or deceptive acts or practices in or affecting commerce.[2] Pursuant to its statutory mandate, the Commission increases consumer choice by promoting vigorous competition. The Commission has extensive experience assessing the impact of regulation and business practices on competition and consumers in many industries, including, as discussed below, substantial experience with eyeglasses, contact lenses, and other eye care goods and services.

II. THE CONTACT LENS MARKETPLACE

The contact lens market in the United States is a multi-billion dollar market.[3] Recent data indicate that nearly 36 million Americans—almost 13% of all Americans—wear contact lenses.[4] There are numerous manufacturers of contact lenses (*e.g.*, Johnson & Johnson, Bausch & Lomb, and CIBA Vision) and many different channels of distribution, including eye care practitioners (*e.g.*, ophthalmologists and optometrists), national and regional optical chains, mass merchants (*e.g.*, Wal-Mart and Costco), and mail order and Internet firms.

The contact lens market has undergone significant change in recent years. In the past, for example, contact lenses were designed to last for long periods of time, required daily removal, and involved extensive cleaning regimens. Consumers generally purchased these lenses from their eye care practitioners after an eye exam and lens fitting and then replaced them, for example, when the prescription changed or a contact lens was lost or damaged. Manufacturers had not developed production methods for lenses that provided standardized reproduction.

Beginning in the late 1980s, lens manufacturers began to market and sell "disposable" and "frequent replacement" soft contact lenses, which are designed to be replaced daily, weekly, or monthly. Today, the replacement soft contact lenses that a patient receives pursuant to a prescription specifying brand and power will be the same, regardless of whether the patient buys the lenses from an eye care practitioner or another seller.

The development of standardized lenses has facilitated the growth of sellers other than eye care practitioners. These sellers tend to focus on the sale of replacement lenses for which an eye care professional has already fitted the customer. Unlike many eye care practitioners, these sellers do not sell eyeglasses, and do not fabricate contact lenses or fit them to the eye. Their business consists simply of shipping to customers lenses that come from the manufacturer in sealed boxes labeled with the relevant specifications. Many of these sellers are located in a single state but ship orders to customers nationwide.

The advent of disposable soft contact lenses, followed by the growth of "alternative" retail sources of contact lenses, including mail order, pharmacy and mass merchants, has changed the market. Eye care practitioners still write prescriptions, but now consumers purchase more contact lenses with greater frequency. Moreover, they have greater choice of sellers and means of delivery when they purchase lenses.

Consumer choice in the contact lens market is expanding, and that can have important benefits to consumers. Competition among contact lens sellers benefits consumers through lower prices, greater convenience, and improved product quality.

III. OVERVIEW OF FTC'S AUTHORITY AND HISTORY OF ACTIVITY IN THE EYE CARE INDUSTRY

The Commission has a long history of activity in the eye care industry—through law enforcement, advocacy before other government agencies, and rulemaking. The underlying objective of these various activities is to promote vigorous competition and consumer choice, thereby increasing consumer welfare.

A. Law Enforcement

Many of the FTC's law enforcement efforts concerning eye care have focused on ensuring that consumers have access to truthful, non-misleading information about the eye care products they need. Until the 1980s many government boards and trade associations imposed restrictions on the ability of eye care practitioners to provide truthful and non-misleading advertising about their goods and services. The Commission brought law enforcement actions challenging some of these advertising restrictions as anticompetitive. For example, in *Massachusetts Board of Registration in Optometry*,[5] the Commission challenged a state optometry board's regulations re-

[2] Federal Trade Commission Act, 15 U.S.C. §§45, 52.

[3] Annual sales estimates range from $1.95 billion to $3.5 billion.

[4] *See* Health Products Research (VIS)—Annual 2000 Year-End Consumer Contact Lens Survey (*cited in* "Trends in Contact Lenses & Lens Care," The Bausch & Lomb Annual Report to Vision Care Professionals (Dec. 2001)).

[5] 110 F.T.C. 549, 606-08 (1988).

stricting advertising of price discounts, the advertisement of affiliations between optometrists and retail optical stores, and the use of testimonials and similar forms of advertising. The FTC concluded that these restrictions did not serve a legitimate purpose and were anticompetitive, and ordered the board to cease and desist from imposing such restrictions on advertising by optometrists. Removing such advertising restrictions has allowed sellers of eye care goods and services to compete more aggressively with each other.

Increased competition among sellers through advertising, however, does not benefit consumers if the claims made in the ads are false or misleading. To prevent such claims from being made in the marketplace, the FTC sued sellers who have made deceptive advertising claims for eye care products. For example, the Commission recently issued final consent orders against two of the largest purveyors of LASIK eye surgery services, the most common elective surgery in the United States.[6] In these cases, the Commission challenged as unsubstantiated claims that LASIK surgery would eliminate the need for glasses or contacts for life, and that LASIK surgery poses significantly less risk to patients' ocular health than wearing contact lenses or glasses. Our cases have enhanced the ability of consumers to make better-informed choices concerning eye care products.

B. Advocacy

The Commission also has pursued numerous advocacy opportunities involving the eye care industry. In 2002, the Commission staff filed a comment before the Connecticut Board of Examiners for Opticians addressing whether state law requires that out-of-state sellers obtain a license to sell contact lenses to the state's residents. FTC staff argued that out-of-state sellers should not be subject to state licensing requirements because the possible benefit to consumers from increased state protection did not outweigh the likely negative effect from decreased competition.[7] Ultimately, the Board held that state law did not require out-of-state sellers to obtain a license to sell contact lenses to consumers.[8]

Similarly, in April 2003, the Commission submitted comments to the Tennessee state legislature on proposed legislation that would have restricted the types of agreements that optometrists can make with commercial firms from which they lease space.[9] The FTC opposed these restrictions, explaining that they decrease competition among sellers of eye care products, especially competition from chain optical stores, without any offsetting benefits to consumers.

In October 2002, the Commission held a public workshop to evaluate possible anticompetitive barriers to e-commerce in contact lenses and nine other industries.[10] Commission staff heard testimony from all sides of the contact lens issue, including eye care practitioners, a major contact lens manufacturer, an online seller, a traditional contact lens seller, and an economics professor. In addition, Commission staff gathered evidence from a wide variety of sources, such as empirical studies, court proceedings, state attorneys general, and the Food and Drug Administration. Commission staff will report on the information obtained in connection with the workshop and the extent to which anticompetitive barriers to e-commerce exist in the contact lens industry.

C. RULEMAKING

In 1978, to increase competition in the sale of eyeglasses, the Commission promulgated the Ophthalmic Practice Rule ("Prescription Release Rule"). The Rule requires optometrists and ophthalmologists to provide patients, at no extra cost, with a copy of their eyeglass prescription after completion of an eye exam.[11] The Rule was based

[6] *LCA-Vision, Inc. d/b/a LasikPlus*, Dkt. No. C-4083 (July 11, 2003) (consent) and *The Laser Vision Institute, LLC*, Dkt. No. C-4084 (July 11, 2003) (consent). LASIK is designed to reduce dependence on eyeglasses and contact lenses for distance and near vision by changing the shape of the cornea.

[7] FTC Staff Comment Before the Connecticut Board of Examiners for Opticians (Mar. 27, 2002), *available at* <http://www.ftc.gov/be/v020007.htm>.

[8] Connecticut Board of Examiners for Opticians, *In re: Petition for Declaratory Ruling Concerning Sales of Contact Lenses*, Declaratory Ruling Memorandum of Decision (June 24, 2003).

[9] Letter from Timothy J. Muris, Chairman, Federal Trade Commission, to Hon. Ward Crutchfield, Senate Majority Leader, (Apr. 29, 2003), *available at* <http://www.ftc.gov/be/v030009.htm>.

[10] 67 Fed. Reg. 48,472 (2002).

[11] 16 C.F.R. Part 456. The original rule also prohibited bans on nondeceptive advertising by vision care providers. That portion of the rule was remanded to the Commission for further consideration in light of the Supreme Court decision in *Bates v. State Bar of Arizona*, 433 U.S. 350 (1977). *American Optometric Ass'n v. FTC*, 626 F.2d 896 (D.C. Cir. 1980). The Commission has

Continued

on the Commission's findings that many consumers were deterred from comparison shopping for eyeglasses because they did not receive a copy of their prescription. Some eye care practitioners refused to release prescriptions, even when requested to do so, while others charged an additional fee for release of a prescription. The Commission also found a lack of consumer awareness that purchasing eyeglasses can be separated from the process of obtaining an eye exam. As part of its program of systematic analysis of its rules and guides, the Commission currently is conducting a review of the overall costs and benefits of the Prescription Release Rule.

One noteworthy issue is whether the Rule should be extended to require eye care practitioners to release contact lens prescriptions to patients.[12] The Rule currently does not require an optometrist or ophthalmologist to release a contact lens prescription to a patient after an eye exam. The Commission previously has considered this issue but declined to extend the Rule to contact lenses. In 1989, the Commission found there was not sufficient reliable evidence from which to conclude that the practice of not releasing contact lens prescriptions upon request was prevalent.[13] In 1995, in response to a petition for rulemaking, the Commission reached a similar conclusion after conducting a survey on the extent to which patients could obtain their contact lens prescriptions.[14]

Commission staff is monitoring the significant ongoing changes in the contact lens marketplace relevant to issues raised in the rule review, including the growth of alternate sellers of replacement contact lenses, state legislation requiring contact lens prescription release and verification, and proposed federal legislation addressing prescription release and verification issues.

IV. H.R. 2221: THE "FAIRNESS TO CONTACT LENS CONSUMERS ACT"

Drawing on its experience with the eye care industry, the Commission welcomes the opportunity to provide its views on The Fairness to Contact Lens Consumers Act. The bill would require that ophthalmologists and optometrists release contact lens prescriptions to their patients and verify contact lens prescriptions for Internet sellers and other third parties. The bill would provide for FTC enforcement of these requirements. The Commission supports the proposed legislation's goal of promoting greater competition among contact lens sellers and thereby enhancing consumer choice. We have comments on three components of the bill.

A. Prescription Verification

First, a central requirement of the bill is that eye care practitioners verify a patient's contact lens prescription "as directed by any person designated to act on behalf of the patient."[15] This provision appears aimed at helping patients who seek to purchase contact lenses from a seller other than their own eye care practitioner. Eye care practitioners would be prohibited from refusing to verify prescription information to a third-party seller, such as a mail order or Internet seller, thus facilitating competition between eye care practitioners and third-party sellers.

The bill does not impose a particular approach to verification. There are two primary approaches to verification: "passive" and "active" verification.[16] Under a passive verification system, a third-party seller must notify the eye care practitioner of its customer's request to purchase contact lenses and inform the practitioner what prescription information the customer has provided. Unless the eye care practitioner affirmatively notifies the seller within a specified time period that the prescription is incorrect, expired, or otherwise problematic, the seller may presume that the prescription is correct and valid and complete the sale to the patient. By contrast, under an active verification system, the third-party seller must wait for affirmative confirmation from the prescriber that the prescription is correct and valid before it can complete the sale.

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since taken action against such restrictions through administrative litigation, on a case-by-case basis.

[12] *See* Request for Public Comments, 62 Fed. Reg. 15,865 (Apr. 3, 1997).

[13] Ophthalmic Practice Rules, Final Trade Regulation Rule, 54 Fed. Reg. 10,285, 10,299, 10,303 (Mar. 13, 1989).

[14] Letter from Federal Trade Commission to H. Jeff McLeod, Re: *Petition to Initiate Rulemaking to Require the Release of the Contact Lens Prescription* (June 29, 1995) (on FTC Public Record, Document No. B174817).

[15] H.R. 2221, Sec. 2(a)(2).

[16] States have taken different approaches to verification of prescriptions. California, for example, has adopted a passive verification regime, Cal. Bus. & Prof. Code § 2546.6(a), while Texas has adopted an active verification system. Texas statute Sec. 351.607.; Tex Adm. Code. § 279.2(e).

At its E-Commerce Workshop, the Commission explored the costs and benefits of these two approaches to prescription verification.[17] Proponents of passive verification (including many alternative sellers of contact lenses like mail order and Internet sellers) favor this approach because it allows the seller to presume verification if the eye care practitioner does not take affirmative action to correct any errors in the prescription. These proponents point to difficulties with an active verification regime, such as low response rates or delayed responses by eye care practitioners who have an incentive to impede verification so that their patients will continue to buy contact lenses from them. By contrast, proponents of active verification (including some groups representing eye care practitioners) express concern that passive verification allows sellers to ship contact lenses even if the customer has an invalid or incorrect prescription. According to proponents of active verification, customers may face serious health risks if they obtain and wear contact lenses based on an invalid or incorrect prescription.

The Commission believes that the bill should identify with specificity the type of verification system that would be required. Absent such specificity, the Commission would be in the difficult position of interpreting the law to determine what types of verification systems would be acceptable. If the bill directly and specifically addressed the issue of an acceptable verification system, consumers also would receive the bill's benefits more quickly than if the Commission first had to compile information about various systems, analyze the costs and benefits of these systems, and decide which systems are acceptable.

B. FTC Study

The bill also requires that the FTC undertake a study and prepare a report, within nine months, examining the strength of competition in the market for prescription contact lenses. The study would address several specific issues such as: the merits of active versus passive verification; compliance with and enforcement of state verification laws; and the effects of these state laws on competition and ocular health. In addition, the study would address the costs and benefits of the practice of writing prescriptions for "private label lenses," that is, prescriptions written for contact lenses that only the prescribing eye care practitioner sells.

The FTC study requirement implicates issues well outside the Commission's expertise, such as the effect of state verification laws on ocular health. It also would be very difficult to complete within nine months the broad study that the bill would require. Given the scope and burden of the study requirement in the bill, the Commission respectfully requests that it be eliminated.

C. Prescription Release Requirement

Third, the bill would require that ophthalmologists and optometrists release contact lens prescriptions to their patients, and any person designated to act on their behalf, upon completion of a contact lens fitting.[18] The Commission believes that the availability of contact lens prescriptions benefits consumers because it gives patients the option of purchasing contact lenses from sellers other than the eye care practitioner who wrote their prescription.[19]

More than two-thirds of the states already require that prescribers release contact lens prescriptions to patients.[20] Some states require the release of prescriptions upon request by the patient, while other states require release automatically, regardless of whether the patient requests it. Moreover, a survey conducted by the Commission in 1995 indicated that most consumers who requested their prescrip-

[17] The choice of a time period in verification systems is a contentious issue, with Internet and mail order sellers generally seeking shorter time periods and eye care practitioners typically seeking longer time periods.

[18] H.R. 2221, Sec. 2(a).

[19] Release of prescriptions by eye care practitioners to agents of consumers, such as mail order and Internet sellers, also may promote competition.

[20] We understand these states to be: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, South Dakota, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, and Wyoming. Some states require prescription release by statute, while others do so through rules.

tion were able to obtain it.[21] Nevertheless, there is anecdotal evidence that some patients have been unable to obtain a copy of their contact lens prescription.[22]

Although it is unclear to what extent consumers currently do not obtain their contact lens prescriptions, the Commission's experience with the prescription release requirements for eyeglasses suggests that the costs associated with a contact lens prescription release requirement are likely to be quite low. Accordingly, the FTC does not oppose such a requirement.[23]

V. CONCLUSION

The Commission appreciates this opportunity to present its views on the Fairness to Contact Lens Consumers Act, H.R. 2221. I look forward to answering any questions you may have.

Mr. STEARNS. Mr. Coon, we welcome your opening statement.

STATEMENT OF JONATHAN COON

Mr. COON. Thank you, Mr. Chairman and members of the committee, for investing the time to learn more about this issue that affects 35 million Americans and the 3 million customers that purchase from our company.

The core issue here really is that eye doctors sell what they prescribe. That's the key thing that differentiates this area of health care from almost any other area of health care. Eye doctors sell and profit from the products that they write prescriptions for. And that creates quite a few conflicts for the consumer.

If eye doctors didn't sell what they prescribe, consumers wouldn't need the protections that are in the Burr bill, H.R. 2221. The verification process, for instance, with medical doctors and pharmacies isn't defined. And it doesn't need to be defined because they don't compete with each other. Medical doctors don't sell drugs. Medical doctors don't own pharmacies. People don't buy medicine from their doctors. There aren't competing sellers for the doctor because the doctor doesn't compete.

So when somebody goes to a pharmacy to get a prescription filled, there's no trouble getting a prescription released because a doctor has no motivation not to release the prescription. And there's no trouble with the pharmacy getting a response from a medical doctor because a medical doctor has no economic motivation to delay or to not respond to the pharmacy because, again, the medical doctor doesn't own his own pharmacy.

I think this conflict is really best demonstrated by some of the industry advertisements that we see. We would like to submit some of these for the record. Some of these statements are things that are not said publicly by the optometric trade, but they are said in their private trade journals.

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[21] Bruskin/Goldring Research, Contact Lenses, prepared for Federal Trade Commission (Feb. 1995) (available on the FTC public record, Document No. B174829). However, the Commission has not studied the extent to which agents of consumers have been unable to obtain release of prescriptions.

[22] In addition, we note that the Attorneys General of 31 states filed suit in 1996 alleging, in part, a conspiracy among practitioners and their trade associations to prevent the release of contact lens prescriptions to consumers. *See In re Disposable Contact Lens Antitrust Litigation*, No. 94-MDL 1030-J-20A (M.D. Fla.). The case ultimately settled.

[23] The Commission also recommends that the bill clarify which state law would apply for purposes of determining the expiration date for contact lens prescriptions. *See* H.R. 2221, Sec. 3(a). As written, the state law "involved" could be interpreted many ways, including to mean the state where the prescription was written, the state where the prescription was filled, or the state where the patient lives.

This is an example called "Winning the War Against Mail Order Contact Lenses." A key quote from here says, "When you get a telephone inquiry for a patient's contact lens prescription, recognize it as an opportunity for a sale." Now, when my medical doctor gets a call from my pharmacy, I don't think he recognizes it as an opportunity to make a sale because he doesn't sell drugs.

Another ad talks about the focus on making money and profit. This is from a manufacturer that sells their products only to eye doctors who prescribe them. The headline of the ad says, "Let's See. You'll Make More Money." The line at the bottom says, "Since our lenses are only available through your practice, you will get what you are looking for: increased patient loyalty and greater profitability.

Now, drugs are not marketed to doctors on the basis that a doctor will make more profit as a result of writing a prescription for that drug. I think these just kind of highlight some of the differences. And I will go through just a couple of more very quickly.

In this ad, which is actually particularly humorous if you only look at one, this is a pretty good one. It says, "Every Tom, Dick, and Harry is offering your patients low-priced disposables. The system is broken" as if competitors offering lower prices, there is something wrong with the system when that is happening.

And this last one really highlights verification. When our company gets an order from the consumer, that consumer is essentially asking their eye doctor to grant permission to a competitor of the eye doctor to make a sale to that consumer. This is highlighted here, a quote from a doctor, an eye doctor, that says, "We would get calls from patients in 1-800-CONTACTS asking us for their contact lens prescriptions. I wanted to use another strategy to stop that from happening." So, again, my medical doctor doesn't want to stop pharmacies from calling a medical doctor because that is part of the health care service that my doctor provides to me.

Now, I would say that, despite articles and ads like these and other anti-competitive tactics, there is a lot of common ground here. We agree on release, that consumers should have a right to their prescription. We agree that sellers should verify prescriptions. And we agree that eye doctors should respond to those verification requests. Where we disagree is on verification, particularly how long the consumer should wait for an eye doctor to respond to a verification request from a competing seller.

I need to emphasize how important verification is, in addition to release, because most of our consumers need their prescription verified. The typical experience for a customer is that they call; they read their information, which is in the box. Lenses typically, like these, only come in one size. This is one size fits all. It comes in different powers depending on how much visual crutch you need, but it only comes in one size. And they'll read us their brand, their size, and their power off the package.

Now, we need to verify that prescription with the doctor's office. We require a doctor's valid name and phone number. And we contact the doctor's office to verify the prescription. Meanwhile, the consumer is waiting.

There are really two different systems for verification that I think you will hear described today. One is positive verification.

Under that system, the consumer waits indefinitely for an eye doctor to respond to a competitor's request to sell to their customer. And under a presumed verification, the consumer waits a defined period of time after which if the doctor hasn't corrected any errors or indicated that there is a problem, the consumer is able to get her lenses.

Now, in either system, in either system, the eye doctor can stop a consumer from getting lenses if the prescription is invalid or if there is an error with the prescription. Under one system, the doctor can stop orders for any reason under a positive verification system by doing nothing at all and simply ignoring the request.

Under a presumed verification system, which is the law in California and is our system Nationwide with Johnson and Johnson on 40 percent of our orders, the doctor actually has to actively respond to say if there's a problem with the order. But under either case, a consumer with an invalid prescription, the doctor can respond.

The results of the two systems are dramatically different. We heard from one consumer from Texas. We have had over 50,000 consumers denied their right to purchase from us in the last year for no other reason—and this is over half our orders in the State of Texas—denied for no other reason than that their eye doctor refused to respond to a written prescription request that we sent by fax and had confirmed.

So the other system is California. It's a presumed system. It's the law in the State and—I'm over on time. So I'll prepare to wrap up here pretty quick.

Mr. STEARNS. We'll just have you summarize.

Mr. COON. Sorry. Well, some of the things that I would like to, I will just submit some of the things that we have.

Mr. STEARNS. Yes. And by unanimous consent, we'll make it——

Mr. COON. Yes. We'll submit some lenses and then just point out—I'll submit the advertisements. There's also a letter from the California Optometric Association endorsing presumed verification as a safe and reasonable standard that strikes a balance between access and accountability. And I'll submit those for the record.

Mr. STEARNS. All right. We will make those part of the record. By unanimous consent, so ordered.

[The prepared statement of Jonathan Coon and additional submitted material follows:]

PREPARED STATEMENT OF JONATHAN COON, CHIEF EXECUTIVE OFFICER, 1-800 CONTACTS, INC.

Mr. Chairman and Members of the Subcommittee, my name is Jonathan Coon, CEO of 1-800 CONTACTS. Our company sells replacement contact lenses to consumers through an Internet web site and a toll-free telephone number. I appreciate the opportunity to appear before the Subcommittee today.

In general, we believe that:

1. Contact lens wearers should have the right to a copy of their contact lens prescription—without asking for it;
2. Contact lens wearers should have the freedom to choose where they purchase their contact lenses;
3. Contact lens wearers should be able to receive their replacement contact lenses as quickly as practical, and their chosen retailer and their eye care professional should be expected to cooperate to allow this to happen, and;
4. The means by which the sale of contact lenses are regulated should be updated to account for the changes that have taken place in last 25 years in the development, manufacture and marketing of contact lenses.

The legislation proposed by Rep. Richard Burr (H.R. 2221) will promote these goals, and will have a direct and positive impact on the lives—and pocket books—of the 35 million Americans who spend more than $3.5 billion every year on contacts.

For those Members of the Subcommittee who are not familiar with contact lenses, I have brought a few samples. When contact lenses first became available to consumers, lenses were hard and custom made to each patient's unique specifications. Today the vast majority of Americans who wear contact lenses wear soft disposable lenses requiring no customization. Consumers most often buy these mass-produced lenses four 6-packs at a time. Daily disposable customers commonly buy 180 or 360 lenses at a time.

As you can see, contact lenses are mass produced and disposable. It is an industry that has changed dramatically over the last 25 years. The fastest growing segment of the market are lenses that are thrown away every day—after a single use. Toll free numbers, overnight delivery, and the Internet have made it possible for consumers to order replacement lenses quickly and have the exact same lenses delivered to their door that they used to have to drive to purchase and pick up from their eye doctor.

Contacts have changed from custom made to mass produced. The regulations surrounding the sale of contacts have stayed the same. Contact lens wearers have no right under federal law to automatically receive a copy of their own prescription—a right eyeglass wearers have enjoyed for over 25 years. Contact lenses represent one of the few remaining areas of health care where medical professionals can both prescribe and sell the products they prescribe—an inherent conflict of interest. As a result, for many Americans, contact lenses are too expensive, and too difficult to replace.

Those opposed to granting contact lens wearers rights similar to those enjoyed by eyeglass wearers frequently cite health concerns as their justification. There are risks associated with wearing contact lenses, but those risks have nothing do to with where the lenses are purchased. An investigation conducted by state attorneys general concluded, "purchasers from alternative channels have had no greater ocular health problems than purchasers from ECPs [eye care professionals]." In settling anti-trust claims brought by 32 state attorneys general, the American Optometric Association (AOA) specifically agreed it could not represent that purchasing contact lenses from alternative distributors posed increased health risks. The attorneys general argued the opposite—that lower prices for and easier access to replacement contact lenses encourages more frequent replacement and improved ocular health.

Mr. Chairman, I ask that copies of the attorneys general investigation and of the consent decree signed by the AOA be included with my testimony.

Mr. Chairman, we support H.R. 2221 as an important first step for America's approximately 35 million contact lens wearers.

1. It will grant every American who wears contact lenses the automatic right to a copy of his or her own contact lens prescription.

2. It will promote competition and ocular health by making contacts cheaper and easier to replace.

3. It will begin to protect consumers from the inherent conflict of interest created when eye care professionals both prescribe and sell contact lenses.

The core principle behind this legislation is that every American should have a right to a copy of his or her contact lens prescription without having to ask for it. This makes sense. Having a copy of one's prescription is the consumer's "ticket" to lower prices and better service.

In the majority of states, consumers have no automatic right to their contact lens prescription. A survey conducted by *The Detroit Free Press* indicates that consumers in the Detroit region often have a difficult time obtaining their prescriptions. Of fifty (50) optometrists surveyed, only one would release contact lens prescriptions to patients after an exam. Fifty-four (54) percent of optometry offices stated that they never release contact lens prescriptions to patients.

Under federal law, every American has an automatic right to a copy of his or her own eyeglass prescription—without having to ask for it. When the rule was adopted in 1978, contact lenses were custom-made, and not included. H.R. 2221 would provide equal rights for contact lens wearers by providing them with an automatic right to a copy of their prescription.

However, having a copy of the prescription is meaningless if the retailer chosen by the consumer cannot get the prescription verified. For example, when consumers seek to refill their prescriptions for medicines, its generally a simple process—the consumer goes to his or her local pharmacy, the pharmacy calls into the prescribing physician and the physician's office then promptly confirms, corrects or rejects the

refill. That's the way it should work with refills of contact lens prescriptions—but in most cases it does not.

Since eye care professionals both prescribe and sell contact lenses, verification amounts to the consumer asking their doctor's permission to buy lenses from a competitor. This inherent conflict of interest results in eye doctors ignoring our written verification requests more than half the time. Doctors respond quickly to tell us if there is a problem with the prescription and more slowly or not at all if there is no problem with the prescription.

There are basically two different verification systems.

Indefinite vs. Defined:

1. "Indefinite verification"—sometimes referred to by eye doctors as "positive verification," this system requires a competing seller to wait indefinitely for the eye doctor (who sells contacts) to respond to the verification request. The seller must wait until a response is received although no time period is defined for the doctor to respond.

2. "Defined verification"—sometimes referred to as "passive or presumed verification" this system defines how long an eye doctor has to respond to a verification request when a consumer chooses to purchase from a seller other than that same eye doctor. This system requires a seller to seek verification from the prescriber and gives the prescriber a reasonable time period in which to reply. If the prescriber tells the seller within that time period that the prescription is expired or invalid, the seller must cancel the order. If the prescriber does not respond to the seller within the defined time period, the seller can rely on the prescription information provided by the consumer and fill the order.

Eye doctors who sell contacts say the verification time period does *not need to be defined.*

Sellers who are not eye doctors say the time period *should be defined.*

It's easy to explain the two positions:

Sellers who are not eye doctors must ask a competing seller of contacts for permission to make a sale.

Eye doctors who sell contacts ask themselves.

An indefinite verification system can work where the prescriber has no conflict of interest. For example, the verification process between medical doctors and pharmacies is not defined. This system works despite the lack of defined rules because medical doctors do not sell drugs and pharmacies do not write prescriptions. The relationship is defined in such a way that the response time can be indefinite because there is no reason for the doctor not to cooperate. Pharmacies are not asking a competitor for permission to fill an order. Medical doctors are not losing income by cooperating with pharmacies.

Where indefinite time period (or "positive verification") systems have been implemented for the sale of replacement contact lenses, the result has been widespread consumer dissatisfaction. Thousands of consumers wait so long for a verification response that more than half ultimately cancel their orders. Many of these customers give up and go back to the doctor to purchase lenses. Many just keep wearing their old lenses. We also see a growing number going to over-the-border online companies that require no verification.

In Texas alone, where an indefinite time period system has been in place for more than a year, our company has canceled more than 40,000 customer orders solely for non-response by the eye doctor. Consumers have filed more than 4,300 hand-signed complaints with the optometry board. Additional complaints have been filed by consumer groups and even by eye doctors themselves. The optometry board (made up of optometrists) has, in my opinion, taken no meaningful action to address the consumer complaints. The result has been an unmitigated disaster for Texas consumers with more than half of all online orders canceled simply because the eye doctor never responds—in any time period.

A defined time period system is similar to what the FTC staff called for in comments before the Connecticut Opticians Board, in which they stated "a valid prescription, communicated to the seller by the patient, can be presumed verified if the doctor is contacted and given sufficient opportunity to correct any errors."

This compromise system was enacted into law in California last year. The system was developed with the involvement of ophthalmologists, optometrists, consumer groups, the California Medical Board, and the California Optometric Association. In their written statement supporting the bill, the California Optometric Association concluded that the law "supports safe and responsible patient access to contact lens prescriptions" and "strikes a reasonable balance between access and accountability." Our company has processed more than 100,000 orders in California since the system

was activated. We are not aware of any complaints being received by the medical board from consumers, online sellers, or eye doctors.

We agree with the California Optometric Association, and believe that a verification system with a defined time limit is a reasonable compromise that would work well nationwide.

Mr. Chairman, thank you for the opportunity to testify. I would be pleased to answer any questions you may have.

California Optometric Association

2415 K Street, Sacramento, California 95816
P.O. Box 2591, Sacramento, California 95812-2591
www.coavision.org
Toll-Free: 800.877.5738 Tel: 916.441.3990 Fax: 916.448.1423

July 15, 2002

The Honorable Lou Correa
Assemblyman, District 69
State Capitol, Room 6025
Sacramento, California 95814

Re: AB 2020 (Correa) As Amended June 27, 2002– Support

Dear Assemblyman Correa:

The California Optometric Association (COA) would like to express its support for AB 2020 (Correa), which would require the mandatory release of contact lens prescriptions in California, as well as increased accountability standards for out of state contact lens sellers.

The California Optometric Association supports safe and responsible patient access to contact lens prescriptions as well as the safe and responsible filling of those prescriptions.

AB 2020 strikes a reasonable balance between access and accountability. COA thanks you for your dedication to finding an equitable approach to this issue and for bringing all parties together to craft a fair and responsible measure.

If you have any questions regarding the California Optometric Association's position on AB 2020 (Correa), or any other eye and vision care issue, please contact Susanna Kniffen, Senior Legislative Advocate, at (916) 441-3990 ext. 231.

Very truly yours,

Edward Hernandez, O.D.
Chair, Legislative Committee

GUEST EDITORIAL

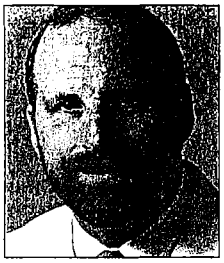
WINNING THE WAR AGAINST MAIL-ORDER CONTACT LENSES

Independent contact lens specialists are facing a formidable challenge. Mail-order contact lens dispensers are seducing contact lens wearers—at the same time achieving escalating revenues. Note the explosion of national prime-time television commercials, such as the one featuring well-known celebrity Lynda Carter.

Mail-order houses take contact lens replacement business away from independent optometrists. Of all lens modalities, the most susceptible to this trend are disposable and planned replacement lenses. I am convinced that most eyecare practitioners are unaware of the extent of lost revenues.

Patients buy lenses through mail-order because:

- They find it more convenient than getting them from their doctor's office;
- They believe the lenses purchased through mail-order cost less than identical lenses sold by their doctors;
- They assume they can achieve problem-free contact lens wear without ongoing professional care; and,
- They, like most people, like the excitement of receiving something by mail



Ronald P. Snyder, O.D., F.A.A.O.,
is in private practice in Ft. Lauderdale, Florida.

Mail-order houses are in business only because patients perceive a favorable difference between purchasing lenses through the mail and purchasing them at a professional office.

I sincerely believe change can be forced. First, optometrists must separate the cost of lenses from the cost of professional care. If your fees are higher than mail-order, lower them and match the competitor, keeping in mind mail-order's shipping and "club" membership fees.

Second, you need to offer a "direct-mail service." While this may be contrary to the traditional practice of checking every lens on the eye, many patients are ready to accept an over-the-counter contact lens sale. Your professional protests will only be perceived as self-serving.

Third, raise your professional fees. It will be much easier to convince your patients that your professional care is reasonable if they know your fee for replacement lenses is less than elsewhere—even less than mail-order.

You're also going to have to change the way you handle inquiries about contact lens fees and prescriptions and establish a firm office policy. Check your state or federal regulations regarding the release of contact lens prescriptions and create a policy. Once you've adopted a policy and established its legality, have each new patient read and accept the policy before you accept the patient as a contact lens candidate.

Patients often say they want a copy of their prescription in case they lose a lens while traveling. Tell them if this happens, they can call your office and get a new lens in one day by Federal Express. This is much more convenient then hunting for a replacement lens in a strange city.

When you receive a telephone inquiry for a patient's contact lens prescription, recognize it as an opportunity for a sale. Your contact lens patient is in need of a replacement lens. Any third-party requesting prescription information should be told that you follow the prescription release guidelines of your state law; but, that it is your policy not to release information except to the patient or a practitioner who is willing to accept the responsibility for future eyecare.

When this conversation is finished, your staff can call the patient and explain your prescription policy. At the same time, they can reiterate that your fees are competitive with mail-order.

I believe dispensing of mail-order lenses encourages patients to avoid routine eyecare. This practice exposes the wearer to increased risk of disease. By eliminating professional supervision, mail-order dispensing reduces the practitioners' effectiveness to manage contact lens wearers. The practitioner cannot document contact lens dispensing dates, the age of the lenses being worn, or the care regimen used. If mail-order houses flourish, both eyecare practitioners and optical manufacturers may face the possibility of increased liability. OT

"The Bottom Line"

TRUE 'VALUE' COMPARISON OF PROFESSIONAL VS. MAIL-ORDER CONTACT LENS REPLACEMENT

Service	Independent Optometrist	Lens Express
CSI daily wear lens	$45	$39.95
Evaluate lens performance	N/C	Not available
Value of office visit component	-$20	0
Service agreement/year	$30	$8.33
Postage and handling	N/C	$8.95
Total	$55	$57.23

Source: Ronald P. Snyder, O.D., F.A.A.O.

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: P J Dovalina
Address: 9804 Uxbridge

Lubbock, TX 79424
Phone: (806) 794 - 8335

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: S V Schup Iii Od Eye Glass World
Doctor Name: S.V. Schup OD
Address: 5602 Slide Rd

Lubbock, TX 79414
Phone: (806) 785 - 3937
Fax:

Date, time, and place of occurrence of alleged violation:

7/8/2002 6:07:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

P J Dovalina

DocumentID: 38482

In Fact, I was told by one employee they just ignored all request sent to them by 1800contacts. She said it was Eye Glass World's policy not to do business with 800 contact Regardless what the patients wanted.

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kristina Hyland
Address: 7000 Greenbriar
#26
Houston, TX 77030
Phone: 7132187083

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Contact
Doctor Name: Mavrofrides
Address: 3729 Westheimer Rd

Houston, TX 77027
Phone: 7139930344
Fax: 7135206656

Date, time, and place of occurrence of alleged violation:

3/28/2003 6:30:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. I spoke with a person at the office and told them I gave permission for them to send it and they still didn't.

Kristina Hyland

D8960000-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Geraldo Castaneda
Address: 1520 Industrial Dr W #18

Sulphur Springs, TX 75482
Phone: 9038855128

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Tri M Vuoung Od
Doctor Name: Tri M Vuong O D
Address: 3851 S Cooper St

Arlington, TX 76015
Phone: 8174178466
Fax: 8175579721

Date, time, and place of occurrence of alleged violation:

7/2/2003 8:34:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Gerardo Castañeda
Geraldo Castaneda

I also called him (Doctor) several times and leave messages to return my call and he never did it.

BC440200-0300-0100-0005-000000000000

Thank you,
Gerardo Castañeda

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Carla Mullens
Address: 2809 Rolling Hills Dr

Sherman, TX 75092
Phone: 9038934126

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Denison Optical
Doctor Name: Deborah Herron
Address: 2515 W Morton St

Denison, TX 75020
Phone: 9034651810
Fax: 9034651811

Date, time, and place of occurrence of alleged violation:

5/27/2003 12:06:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. I requested RX to be faxed on 5/30/03 and again on 6/3/03.

Carla Mullens
Carla Mullens

4E9B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jeff Wolan
Address: 1820 Lubbock

Houston, TX 77007
Phone: 7138629093

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Victor Chu
Doctor Name:
Address: 6839 Highway 6 North

Houston, TX 77084
Phone: 2818591545
Fax: 2815502814

Date, time, and place of occurrence of alleged violation:

5/18/2003 8:07:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jeff Wolan

I called on June 3, 2003 at 3:30pm and was informed by Dr. Chu's office that their is a law preventing them from faxing my prescription anywhere including to me. (They

59770100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Tracy Durmick
Address: 2516 Mesquite Street

Denton, TX 76201
Phone: (940) 381 - 5342

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Total Eyecare/eyewear Gallery
Doctor Name: Kelby Trusty OD
Address: 2430 S Interstate 35 E # 156

Denton, TX 76201
Phone: (940) 891 - 3937
Fax:

Date, time, and place of occurrence of alleged violation:

7/5/2002 2:15:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. Nor did they inform me of their denial, response or concern even though I am a patient of theirs Texas Land OF The Free HAHA The only State in the Union where I can't get contacts from 1-800-Contacts

Tracy Durmick
Tracy Durmick

DocumentID: 34377

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Elizabeth Dunbar
Address: 2926 W. Royal Lane
Apt 1104
Irving, TX 75063
Phone: (972) 401 - 4902

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: Texas State Optical Wayne Maetz, OD
Address: 5307 Fm 1960 Rd W # B

Houston, TX 77069
Phone: (281) 440 - 5887
Fax:

Date, time, and place of occurrence of alleged violation:

7/28/2002 10:11:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Elizabeth Dunbar

DocumentID: 50382

The Dr's office has been uncooperative & unwilling to give out my info as instructed. I had to go down to Houston to get a copy of my prescription - they never sent it to me like the fax said they would.

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Catherine Lux
Address: 9512 Folkstone

Dallas, TX 75220
Phone: (214) 904 - 0520

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: University Of Texas Med Center optometry office.
Doctor Name: University of TX SWE Dr. Chow
Address: 5323 Harry Hines Blvd # 104

Dallas, TX 75390
Phone: (214) 648 - 2020
Fax:

Date, time, and place of occurrence of alleged violation:

7/2/2002 10:06:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. Once I got the first notice, I spoke with the secretary ~~[illegible]~~ of the office. She said she would pull my chart and fax the prescription, (although at first she said she "couldn't honor these requests from 1800 contacts because there wasn't enough information to pull the chart!" I pointed out that if I'm the only Catherine Lux on Dr. Chow's pt. list, and the date of the visit was given - how hard could I be to find ??) →

Catherine Lux RCPM
Catherine Lux

DocumentID: 33905

The next day, still no faxed prescription with 1-800-contacts. I called back and spoke to another secretary who checked in the computer and said "no-one has requested your chart so she couldn't have faxed your prescription." She would "check into it" and call me back. She DID call me back and stated that "Jackie the office manager" told her that the office "never" faxes prescriptions to places like 1-800-cont. I was told the reason was "the office is afraid that the prescription will be filled wrong" and so "we only directly give the prescription to our optometry shop." I was further told that "if the consumer wants to go elsewhere, we give them a written prescription." I pointed out that that put pressure on the patient to go to the optometry shop, giving them a kind of de-facto monopoly, and she said "I guess so." I then told them that I was NOT happy with the situation – it was my money paying for the exam and prescription, and I was going to file a complaint with the Texas optometry Board. The secretary said she would tell the office manager. 10 minutes later, I got a call directly from Jackie the office manager, apologizing and claiming that "the prescription was faxed yesterday, but they never got it or maybe lost it." (Implying incompetence re 1-800-contacts.) She assured me they will "RE-fax it immediately!"

These passive-aggressive monopoly tactics wasted alot of my time. I would appreciate it if there were some communications requirement for optometrists to prevent this type of thing from happening. I've been a 1-800-contacts customer for years and have been very satisfied with the convenience + price. [illegible]

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Rachelle Dancy
Address: 823 glenchester drive

Houston, TX 77079
Phone: 7139350993

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Contact
Doctor Name: Odette OD, Caroline
Address: 2055 Westheimer Rd # 115

Houston, TX 77098
Phone: 7135206600
Fax: 7135206656

Date, time, and place of occurrence of alleged violation:

5/25/2003 3:12:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Rachelle Dancy

This is the third time I have had problems ordering contact with this doctors Rx.

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1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: CHERYL Bennett
Address: 529 Grace Lane

Coppell, TX 75019
Phone: 9727451737

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Coppell Family Eye Care
Doctor Name: Greg Gemoules, O.D.
Address: 712 S Denton Tap Rd
Coppell
~~Lewisville~~, TX 75019
Phone: 9724627311
Fax: 9724627312

Date, time, and place of occurrence of alleged violation:

7/7/2003 7:39:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. *

Cheryl Bennett
CHERYL Bennett

25680200-0300-0100-0005-000000000000

* Actually, the doctor did respond to a prior request but gave false information. He said my prescription had expired when it had not. I had an original prescription, provided by him, which showed an expiration date two weeks into the future. This caused confusion and a second attempt to contact him by 1-800 CONTACTS, which he apparently ignored.

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Ashley Fajkus
Address: 153 S Oak Branch Rd

Waxahachie, TX 75167
Phone: (972) 923 - 9720

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Waxahachie Vision Ctr
Doctor Name: Thomas Norell OD
Address: 507 N Highway 77 # 514

Waxahachie, TX 75165
Phone: (972) 937 - 2010
Fax:

Date, time, and place of occurrence of alleged violation:

2/13/2003 8:57:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. Further claims I, parent, did not sign a release form; which I did sign! Doctor only gave my daughter a checkup for glasses; and when we decided to go with contacts, simply wrote the prescription without an exam. I have two witnesses, besides myself. Diane Fajkus

~~Ashley Fajkus~~ Diane Fajkus
Ashley Fajkus (parent)
DocumentID: 224843-P

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Maria Poore
Address: 7911 Ocean Dr

Baytown, TX 77520
Phone: 2813832717

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name: Timothy Planty Od
Address: 4750 Interstate 10 Hwy

Baytown, TX 77521
Phone: 2814212020
Fax: 2814217836

Date, time, and place of occurrence of alleged violation:

7/1/2003 10:30:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Maria Poore

Maria Poore

DE430200-0300-0100-0005-000000000000

12 July 200[illegible]

To Whom This May Concern:

I had a $2.00 coupon off an order if I called 1-800-CONTACTS. I decided to try one order thru this company. A friend of mine had used 1-800-CONTACTS and was pleased with her order & delivery.

I'm a caregiver to my father and I never know from one day to the next where I may be, or doing to help in the event that something happens to my Dad. This is a full time, 7-24 job, and takes up a lot of my time caring for him. I've learned to try to make things easier on me by having to work around his schedule.

I also had 3 weeks before my annual check up @ Today's Vision. I only ordered contacts for 2 to 3 weeks to last me until I could make an appointment for my yearly exam.

This angers me that these companies take advantage of individuals due to the fact of greed of money.

The laws governing the Is Optometry Board need to be changed & be fair to the people.

I feel I was taken advantage of this incident due to fact they wanted me to purchase my lens from them.

Thank you,
Maria Pone

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Steve Wildman
Address: 435 Woodcreek Circle

McQueeney, TX 78123
Phone: 2108671430

Name, address, and phone number of the optometrist or therapeuti. optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name:
Address: 6909 M 1604 E Suite 1113

San Antonio, TX 78247
Phone: 2105993937
Fax: 2106519125

Date, time, and place of occurrence of alleged violation:

7/18/2003 6:26:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Steve Wildman

After two days of never having their office answer phone, I made a trip to their office. Receptionist stated "fax machine is broken". No response as to why they never answer phone.

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1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Danni Wolcott
Address: 15123 Lantern Lane

Pflugerville, TX 78660
Phone: 5122522020

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Premier Eye Care
Doctor Name: David B Brent MD
Address: 11111 Research Blvd #170

(AN ABSOLUTE JERK)

Austin, TX 78759
Phone: 5123385222
Fax: 5123385229

Date, time, and place of occurrence of alleged violation:

4/23/2003 5:11:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Danni Wolcott

Danni Wolcott

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1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Teke Catalbo
Address: 6101 Hudson Bend Rd

Austin, TX 78734
Phone: 5122660707

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Dan E McQueen Od & Assoc
Doctor Name:
Address: 2901 S Capital of Texas Hwy

Austin, TX 78746
Phone: 5123280015
Fax: 5123287638

unethical business practices among entire physican staff

Date, time, and place of occurrence of alleged violation:

6/30/2003 3:05:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Teke Catalbo

72430200-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Michael Scheschuk
Address: 1003 E. 39th St

Austin, TX 78751
Phone: 5124199602

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Austin Eye Clinic
Doctor Name:
Address: 1009 E 40th St # 200

Austin, TX 78751
Phone: 5124542020
Fax: 5124541681

Date, time, and place of occurrence of alleged violation:

6/14/2003 10:33:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Michael Scheschuk

Michael Scheschuk

E9F60100-0300-0100-0005-000000000000

I had to make a trip to the office, and then had to pay more money vs Contacts. Com for the contacts I needed.

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Mary Anne McDonald
Address: PO Box 237

Elsa, TX 78543
Phone: 9562621893

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Valley Eye Care
Doctor Name: Dr Gonzalez
Address: 307 W Edinburg Ave

Edcouch, TX 78538
Phone: 9562622020
Fax: 0

Date, time, and place of occurrence of alleged violation:

6/5/2003 8:29:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Mary Anne McDonald
Mary Anne McDonald

I finally got my prescription but only after I went to his office & demanded it.

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1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Scott Butler
Address: 1128 Belvedere Dr

Allen, TX 75013
Phone: (972) 390 - 1757

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: James Williams & Assoc
Doctor Name: James Williams OD
Address: 811 N Central Expy # 1145

Plano, TX 75075
Phone: (972) 516 - 0026
Fax:

Date, time, and place of occurrence of alleged violation:

7/25/2002 10:59:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. -- eventually Complied -- after numerous requests. They wanted us to purchase contacts from them instead.

Scott Butler

Scott Butler

DocumentID: 51847

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Fay Kaliish
Address: 6707 Stefani Drive

Dallas, TX 75225
Phone: (214) 369 - 9546

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Fagadau, Fitzpatrick & Hawk
Doctor Name: Fagadau, Warren R (Chip) Md
Address: 6131 Luther Ln # 216

Dallas, TX 75225
Phone: (214) 987 - 2020
Fax:

Date, time, and place of occurrence of alleged violation:

7/29/2002 10:07:25 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Fay Kaliish

I had to personally call the doctors Office myself to get my prescription released to me & then send my prescription to 800-CONTACTS via fax Doctors office did not respond to 800 CONTACTS for at least 3 times they called.

DocumentID: 50536

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Wes Adams
Address: 2803 Norwood Hills Drive

Katy, TX 77450
Phone: (281) 398 - 6562

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Wishnow Vision Assoc
Doctor Name: WISHNOW VISION ASSOC
Address: ~~5649 Beechnut St~~ 22132 WESTHEIMER PKWY

~~Houston, TX 77096~~ KATY, TX 77450
Phone: ~~(713) 771 - 1208~~ 281 - 328 - 1010
Fax:

Date, time, and place of occurrence of alleged violation:

7/24/2002 9:17:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request. Has happened before. in a timely manner. Were uncooperative and slow on both requests.

Wes Adams

Wes Adams

DocumentID: 50702

1 - 800 CONTACTS, Customer Complaints
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Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Julie Boehm-Turley
Address: 10159 Timber Trail Dr.

Dallas, TX 75229
Phone: 2143523969

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Thron Thomas D Od
Doctor Name: 9722470190
Address: 3120 Forest Ln

Farmers Branch, TX 75234
Phone: 9722470190
Fax: 9722475614

Date, time, and place of occurrence of alleged violation:

6/5/2003 2:39:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Julie Boehm-Turley

Julie Boehm-Turley

It took 2 weeks to get a response —

16CD0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Bernadine Blevins
Address: PO Box 1176

Lytle, TX 78052
Phone: 8307095078

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Assoc
Doctor Name: Mark Delgado OD
Address: 6301 Nw Loop 410 # R6a
Ingram Park Mall
San Antonio, TX 78238
Phone: 2106804107
Fax: 2105760755

Date, time, and place of occurrence of alleged violation:

5/13/2003 1:30:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to or comply with that request.

Bernadine Blevins

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1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Valerie Finke
Address: 280 West Renner Rd.
#1625
Richardson, TX 75080
Phone: 9722353744

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Surgery of Texas
Doctor Name: 9725968000
Address: 1220 Coit Rd #2

Plano, TX 75075
Phone: 9725968000
Fax: 9725964414

Date, time, and place of occurrence of alleged violation:

5/12/2003 11:17:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Valerie Finke

1F5C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Courtney Davis
Address: 1300 Augusta Drive
#6
Houston, TX 77057
Phone: 7133344623

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: 7137852022
Address: 6100 Westheimer Rd # 138

Houston, TX 77057
Phone: 7137852022
Fax: 7137851975

Date, time, and place of occurrence of alleged violation:

5/7/2003 1:07:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Courtney Davis

E2470100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Philip Barnes Jr
Address: 8820 SW Blvd
Apt 1412
Dallas, TX 75206
Phone: 4694388211

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Dr Dan Mc Queen & Assoc
Doctor Name: Clinic, See
Address: 2901 S Capital of Texas Hwy

Austin, TX 78746
Phone: 5123285260
Fax: 5123287638

Date, time, and place of occurrence of alleged violation:

5/13/2003 7:01:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Philip Barnes Jr

62630100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Desiree Schultz
Address: 7719 FM 723

Richmond, TX 77469
Phone: 2812389360

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Masters
Doctor Name: See Clinic
Address: 1000 W Oaks Mall # 56

Houston, TX 77082
Phone: 2815891666
Fax: 2815897386

Date, time, and place of occurrence of alleged violation:

5/6/2003 10:08:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Desiree Schultz

7F470100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Bettye Stone
Address: 6003 Warm Mist

Dallas, TX 75248
Phone: 9723860731

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Rhufus E Allen Md
Doctor Name: Allen Rhufus,
Address: 7777 Forest Ln # A101

Dallas, TX 75230
Phone: 9725667680
Fax: 9725666314

Date, time, and place of occurrence of alleged violation:

5/26/2003 11:02:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Bettye Stone
Bettye Stone

B59A0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Desiree Schultz
Address: 7719 FM 723

Richmond, TX 77469
Phone: 2812389360

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eve Masters
Doctor Name: See Clinic
Address: 1000 W Oaks Mall # 56

Houston, TX 77082
Phone: 2815891666
Fax: 2815897386

Date, time, and place of occurrence of alleged violation:

5/6/2003 10:18:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Desiree Schultz

2C500100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jody Kress
Address: 3014 W William Cannon Dr
Apt 436
Austin, TX 78745
Phone: 5128910664

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Masters
Doctor Name: See Clinic
Address: 2901 S Capital Of Texas Hwy

Austin, TX 78746
Phone: 5123290703
Fax: 5123290724

Date, time, and place of occurrence of alleged violation:

5/27/2003 11:13:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jody Kress

C99A0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Tiffani Shipman
Address: 622 N Chandler

Denison, TX 75020
Phone: 9033278838

Name, address, and p: one number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice:
Doctor Name: Edmund Dlugensky
Address:

Phone: 9034653276
Fax: 9034658052

Date, time, and place of occurrence of alleged violation:

5/20/2003 6:41:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Tiffani Shipman

Tiffani Shipman

B7800100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Marie Theresa Courtney
Address: 1308 Chippewa

Richardson, TX 75080
Phone: 9722310181

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Robert M Tenery Jr MD
Doctor Name: Robert M Tenery Jr MD
Address: 7777 Forest Ln # B424

Dallas, TX 75230
Phone: 9725668200
Fax: 9722330129

Date, time, and place of occurrence of alleged violation:

5/13/2003 4:54:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Marie T. Courtney
Marie Theresa Courtney

D35B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Barbara LeCesne
Address: 113 Idle Creek Ct.

DeSoto, TX 75115
Phone: 9722746219

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: First Eye Care
Doctor Name: 9727807199
Address: 3900 W Wheatland Rd

Dallas, TX 75237
Phone: 9727807199
Fax: 9727809157

Date, time, and place of occurrence of alleged violation:

5/6/2003 4:01:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Barbara LeCesne

Barbara LeCesne

9C3D0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Chelsea Johnson
Address: 7900 Churchill Way #1402

Dallas, TX 75251
Phone: 9726615692

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Surgery of Texas
Doctor Name: George E Joseph
Address: 1220 Coit Rd #2

Plano, TX 75075
Phone: 9725968000
Fax: 9725964414

Date, time, and place of occurrence of alleged violation:

5/1/2003 1:08:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Chelsea Johnson

86250100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Amanda Vrba
Address: 115 Lake Circle Court

Weatherford, TX 76087
Phone: 8173417611

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: First Eye Care
Doctor Name: 8175942121
Address: 702 S Main St

Weatherford, TX 76086
Phone: 8175942121
Fax: 8175943825

Date, time, and place of occurrence of alleged violation:

5/13/2003 2:18:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Amanda Vrba

B0670100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jennifer Biggers
Address: 2901 Country Creek Ln

Fort Worth, TX 76123
Phone: 8173468878

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Accent Optical
Doctor Name: Matthew Bashover
Address: 780 Road To Six Flags E # 262

Arlington, TX 76011
Phone: 8172612020
Fax: 8172612262

Date, time, and place of occurrence of alleged violation:

5/22/2003 4:24:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jennifer Biggers
Jennifer Biggers

348C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Sandra Dean
Address: 4341 Horizon North Pkwy
#1114
Dallas, TX 75287
Phone: 9722677854

Name, address, and phone number of the c, tometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Omni Eye Care Ctr
Doctor Name: Markar Tarovan Od
Address: 4002 W Park Blvd

Plano, TX 75093
Phone: 9729857888
Fax: 9726121053

Date, time, and place of occurrence of alleged violation:

5/20/2003 10:39:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Sandra Dean

Sandra Dean

687E0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: J D Hill
Address: 13225 Bluff View Dr

Willis, TX 77318
Phone: 9362285044

Name, address, and phone number of the optometrist or therapeuti~ optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eveland
Doctor Name: David Boeckman
Address: 1404 N Loop 336 W

Conroe, TX 77304
Phone: 9365392020
Fax: 9367567916

Date, time, and place of occurrence of alleged violation:

5/22/2003 11:39:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Alicia Hill Tate
(mom)
J D Hill

4C8C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Cynthia Luna
Address: 2500 Laurelhill Lane

Fort Worth, TX 76133
Phone: 8173617059

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Family Vision Care
Doctor Name:
Address: 7457 Mccart Ave

Fort Worth, TX 76133
Phone: 8173463700
Fax: 8173615809

Date, time, and place of occurrence of alleged violation:

5/3/2003 12:01:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Cynthia Luna

2A2E0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Denise Maharidge
Address: 3417 Clavmore Dr

Plano, TX 75075
Phone: 9728671382

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: 9726731252
Address: 2401 S Stemmens

Louisville, TX 75067
Phone: 9726731252
Fax: 9723958433

Date, time, and place of occurrence of alleged violation:

5/15/2003 12:23:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Denise Maharidge

566F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Miao Tran
Address: 15230 La Paloma Dr.

Houston, TX 77083
Phone: 2814988979

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name: 2815580046 Dr. Diab.
Address: 2808 Highway 6 S

Houston, TX 77082
Phone: 2815580046
Fax: 2815585877

Date, time, and place of occurrence of alleged violation:

5/26/2003 7:26:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Miao Tran

B6980100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Nady Almo
Address: 12947 Parton Ln

San Antonio, TX 78233
Phone: 2109679908

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Bright Eyes Contact Lens Center
Doctor Name: Sabers OD
Address: 13909 O'connor

San Antonio, TX 78233
Phone: 2106377822
Fax: 2105909355

Date, time, and place of occurrence of alleged violation:

5/20/2003 9:00:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Nady Almo

6F810100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Julee Parsons
Address: 6800 McNeil Dr #228

Austin, TX 78729
Phone: 5124018505

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: 4097226141
Address: 8700 Central Mall Dr

Port Arthur, TX 77642
Phone: 4097226141
Fax: 4097242405

Date, time, and place of occurrence of alleged violation:

5/14/2003 7:12:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Julee Parsons
Julee Parsons

3F6C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Mary Ullrich
Address: 14138 BURKE FOREST DRIVE

HOUSTON, TX 77070
Phone: 2814770393

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Assoc
Doctor Name: 2818947373
Address: 1678 Willowbrook Mall

Houston, TX 77070-571
Phone: 2818947373
Fax: 2818947799

Date, time, and place of occurrence of alleged violation:

5/16/2003 2:09:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Mary Ullrich

Mary Ullrich

46700100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Tammy Newsome
Address: P O Box 23493

Houston, TX 77228
Phone: 2818274082

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Primary Eye Care
Doctor Name: 7134675047
Address: 400 Memorial City Way

Houston, TX 77024
Phone: 7134675047
Fax: 7134638899

Date, time, and place of occurrence of alleged violation:

4/29/2003 8:29:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Tammy Newsome

A11D0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Susan Kim
Address: 2350 Westcreek Ln.
#5205
Houston, TX 77027
Phone: 7136222714

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: M C Best Glasses & Contact Lns
Doctor Name: 7135227448
Address: 3221 Fannin St

Houston, TX 77004
Phone: 7135227448
Fax: 7135225286

Date, time, and place of occurrence of alleged violation:

5/20/2003 7:45:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Susan Kim

EA7C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kelsey Delgado
Address: 8501 Beach Haven Dr

Baytown, TX 77520
Phone: 2813833325

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name:
Address: 301 W Texas Ave

Baytown, TX 77520
Phone: 2814277374
Fax: 2814276052

Date, time, and place of occurrence of alleged violation:

5/15/2003 5:10:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kelsey Delgado

Kelsey Delgado

B56F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Regina Scott
Address: 3618 Oak Gardens

Kingwood, TX 77339
Phone: 2813587409

Name, address, and phone number of the optometrist or therapeuti optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name:
Address: 20135 Highway 59 N # C

Humble, TX 77338
Phone: 2814462020
Fax: 2815483411

Date, time, and place of occurrence of alleged violation:

5/12/2003 5:21:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Regina Scott
Regina Scott

04600100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Rachel Kistler
Address: 2705 Hemlock

Killeen, TX 76549
Phone: 2545545539

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Purcell Eye Care Fort Hood
Doctor Name: 2542852038
Address: 50004 Clear Creek Rd

Fort Hood, TX 76544
Phone: 2542852038
Fax: 2545321545

Date, time, and place of occurrence of alleged violation:

5/1/2003 12:11:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Rachel Kistler
Rachel Kistler

8E2C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Farrah Karmally
Address: 381 E Las Colinas Blvd #6001

Irving, TX 75039
Phone: 8178455842

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Opthalmology Associates
Doctor Name: 8173322020
Address: 1201 Summit Ave

Fort Worth, TX 76102
Phone: 8173322020
Fax: 8173321492

Date, time, and place of occurrence of alleged violation:

5/6/2003 12:12:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Farrah Karmally

E33A0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: YIHUANG LIN
Address: 5805 Cardigan Drive

Plano, TX 75093
Phone: 4693661481

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Lakeside Vision & Optical
Doctor Name: 9729853638
Address: 4012 Preston Rd # 400

Plano, TX 75093
Phone: 9729853638
Fax: 9728677062

Date, time, and place of occurrence of alleged violation:

5/5/2003 6:56:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

YIHUANG LIN

62370100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jose Luis Pena
Address: 21308 Secretariat Ridge Lane

Pflugerville, TX 78660
Phone: 5129895605

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas Eye Care
Doctor Name: 5128637567
Address: 950 W University Ave # 108

Georgetown, TX 78626
Phone: 5128637567
Fax: 5128690848

Date, time, and place of occurrence of alleged violation:

5/19/2003 6:17:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jose Luis Pena

9A7C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: KAREN DAVIES
Address: 7271 N. HWY 16

FREDERICKSBURG, TX 78624
Phone: 8309908561

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Walton
Doctor Name: 8309976535
Address: 211 Medical Dr

Fredricksburg, 78624
Phone: 8309976535
Fax: 8309979695

Date, time, and place of occurrence of alleged violation:

5/22/2003 3:52:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

KAREN DAVIES

7E840100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Roger Van Beveren
Address: 2801 Denton Tap Rd #1726

Lewisville, TX 75067
Phone: 9728413543

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Assoc
Doctor Name: Bresnahan
Address: 2401 South Stemmons
Suite 2214
Lewisville, TX 75067
Phone: 9724594908
Fax: 9723155126

Date, time, and place of occurrence of alleged violation:

4/24/2003 4:26:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Roger Van Beveren

FE040100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Melanie Tracht
Address: 9600 Covote Call Rd

Celina, TX 75009
Phone: 9723824138

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Sterling Optical
Doctor Name: Clinic, See
Address: 1220 Coit Rd

Plano, TX 75075
Phone: 9726122020
Fax: 9725964414

Date, time, and place of occurrence of alleged violation:

5/14/2003 5:33:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Melanie Tracht
Melanie Tracht

DA6D0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Keri Moses
Address: 119 Hillview Drive

San Antonio, TX 78209
Phone: 2108288872

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Clinics Of South Texas
Doctor Name: Clinic, See
Address: 999 E Basse Rd # 128 B

San Antonio, TX 78209
Phone: 2108262012
Fax: 2108298349

Date, time, and place of occurrence of alleged violation:

5/22/2003 10:26:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Keri Moses

Keri Moses

F88B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kryselda Frane
Address: 11245 Sir Winston #1602

San Antonio, TX 78216
Phone: 2103757905

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Jackson Lujan Eye Care Center
Doctor Name:
Address: 4522 Fredericksburg Rd #B36

San Antonio, TX 78201
Phone: 2107371926
Fax: 2107372621

Date, time, and place of occurrence of alleged violation:

5/26/2003 8:03:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kryselda Frane

40990100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Selwyn Frane
Address: 11245 SIR WINSTON
APT. 1602
San Antonio, TX 78216
Phone: 2103757905

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Jackson Lujan Eye Care Center
Doctor Name: Omar Garza
Address: 4522 Fredericksburg Rd #B36

San Antonio, TX 78201
Phone: 2107371926
Fax: 2107372621

Date, time, and place of occurrence of alleged violation:

5/26/2003 8:21:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Selwyn Frane

5A990100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: JANA SIMMONS
Address: 2200 KINGS PASS

HEATH, TX 75032
Phone: 9727723921

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Assoc
Doctor Name:
Address: 2665 Market Center Dr # 100

Rockwall, TX 75032
Phone: 9727727854
Fax: 9727727857

Date, time, and place of occurrence of alleged violation:

5/14/2003 3:40:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

JANA SIMMONS

786B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Heidi Snedeker
Address: 1601 Elm St
26th Floor
Dallas, TX 75201
Phone: 4695491462

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: North Dallas Eye Associates
Doctor Name: Steven L Elieff MD
Address: 560 W Main St # 101a

Lewisville, TX 75057
Phone: 9724365040
Fax: 9722210249

Date, time, and place of occurrence of alleged violation:

5/22/2003 3:57:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Heidi Snedeker

Heidi Snedeker

668C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kathy Smith
Address: 1502 E 36th

Odessa, TX 79762
Phone: 4323689232

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Total Vision Ctr
Doctor Name: James P Adcox Od
Address: 4101 E 42nd St # 106

Odessa, TX 79762
Phone: 9153622716
Fax: 9153660399

Date, time, and place of occurrence of alleged violation:

5/19/2003 11:44:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kathy Smith

Kathy Smith

EF790100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Dawn Craven
Address: 2106 Eastpark Dr

Richardson, TX 75081
Phone: 9726903604

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Douglas Black Od
Doctor Name: 9722343937
Address: 2000 N Plano Rd # 111

Richardson, TX 75082
Phone: 9722343937
Fax: 9722343982

Date, time, and place of occurrence of alleged violation:

5/27/2003 10:19:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Dawn Craven

Dawn Craven

499A0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jennifer Loewenstein
Address: 3805 W. Alabama #4209

Houston, TX 77027
Phone: 7138400535

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Kelsey Seybold Clinic
Doctor Name: 7134422628
Address: 1111 Augusta

Houston, TX 77057
Phone: 7134422628
Fax: 7134422622

Date, time, and place of occurrence of alleged violation:

5/26/2003 6:43:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jennifer Loewenstein

Jennifer Loewenstein

DE970100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Marilyn Evans
Address: 6921 Marina Shores Ct.

Arlington, TX 76016
Phone: 8175726770

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: Master Eye Associate
Address: 3811 S Cooper St #1210

Arlington, TX 76015
Phone: 8174655813
Fax: 8174652339

Date, time, and place of occurrence of alleged violation:

4/27/2003 7:09:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Marilyn Evans

D4110100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Julie Nethery
Address: 3109 Norfolk #20205

Houston, TX 77098
Phone: 8324969309

Name; address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Mann Berkeley Eye
Doctor Name: 7135261600
Address: 3100 Weslayan St # 400

Houston, TX 77027
Phone: 7135261600
Fax: 7135260679

Date, time, and place of occurrence of alleged violation:

5/2/2003 10:36:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Julie Nethery

1E2D0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Janet Marak-Cowman
Address: 521 Newberry

Grand Prairie, TX 75052
Phone: 9722634752

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Boyd OD, Glenn
Doctor Name: Boyd Od Glenn
Address: 3811 S Cooper St

Arlington, TX 76015
Phone: 8175574911
Fax: 8174729608

Date, time, and place of occurrence of alleged violation:

5/26/2003 8:28:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Janet Marak-Cowman

7C980100-03C0-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Robert Saenz
Address: 1313 Trail Ridge

El Paso, TX 79912
Phone: 9158428229

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Meridith Musgrove Od
Doctor Name:
Address: 7555 N Mesa St

El Paso, TX 79912
Phone: 9155875114
Fax: 9155877141

Date, time, and place of occurrence of alleged violation:

5/19/2003 9:20:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Robert Saenz

8F780100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: ~~Leann~~ LeeAnn Pickett
Address: 2608 Doubletree

Round Rock, TX 78681
Phone: 5122188435

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name:
Address: 1202 N I H 35 # A

Round Rock, TX 78681
Phone: 5122557846
Fax: 5122550172

Date, time, and place of occurrence of alleged violation:

5/19/2003 9:28:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

LeeAnn Pickett

~~Leann~~ Pickett
LeeAnn

AE7C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kelly Leger
Address: 14935 Inverrary

Houston, TX 77095
Phone: 2815500454

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name:
Address: 8506 Highway 6 N

Houston, TX 77095
Phone: 2815503600
Fax: 2815503898

Date, time, and place of occurrence of alleged violation:

5/15/2003 11:31:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kelly Leger

1F6F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Erin Johnsey
Address: 7311 Huntsman Run

San Antonio, TX 78249
Phone: 2105588610

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Assoc
Doctor Name: Mark Delgado Od
Address: 6301 Nw Loop 410 # R6a
Ingram Park Mall
San Antonio, TX 78238
Phone: 2106804107
Fax: 2105760755

Date, time, and place of occurrence of alleged violation:

5/19/2003 2:55:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Erin Johnsey

Erin Johnsey

267B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Benita Weaver
Address: 976 Condor Drive

Coppell, TX 75019
Phone: 9723048949

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Linda Jackson OD
Doctor Name: Linda Jackson
Address: 2401 S Stemmons Fwy # A66

Lewisville, TX 75067
Phone: 9723160332
Fax: 9723155152

Date, time, and place of occurrence of alleged violation:

6/12/2003 11:43:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Benita Weaver

29EA0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Milagros Henriquez
Address: 8209 Wayfarer Ln

Houston, TX 77075
Phone: 7139870916

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Sam Quintero OD
Doctor Name: 2819225028
Address: 12817 Gulf Frwy

Houston, TX 77034
Phone: 2819225028
Fax: 2819224970

Date, time, and place of occurrence of alleged violation:

5/14/2003 9:45:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Milagros Henriquez

686E0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jennifer Gabino
Address: 2119 Tower Bridge Rd

Pearland, TX 77581
Phone: 2814851701

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Sears Optical
Doctor Name: 2814863216
Address: 300 Baybrook Mall

Friendswood, TX 77546
Phone: 2814863216
Fax: 2812800489

Date, time, and place of occurrence of alleged violation:

5/9/2003 1:36:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jennifer Gabino

8E550100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Shelby Dickson
Address: 2611 Sandstone Creek

Pearland, TX 77581
Phone: 2819971808

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Bay Area Eye Ctr
Doctor Name: 2814850388
Address: 2005 Broadway St

Pearland, TX 77581
Phone: 2814850388
Fax: 2814853424

Date, time, and place of occurrence of alleged violation:

5/7/2003 9:10:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Cheryl A Howard
Shelby Dickson

904C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Juanita Scott
Address: 4248 Cardinal Dr

Dallas, TX 75216
Phone: 2143758703

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: Clinic
Address: 239 W Jefferson Blvd

Dallas, TX 75208
Phone: 2149437604
Fax: 2149416451

Date, time, and place of occurrence of alleged violation:

5/5/2003 3:34:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Juanita Scott

Juanita Scott

04370100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Teri Megge
Address: 107 Jefferson Ave

De Soto, TX 75115
Phone: 9722306280

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: David King
Address: 2401 S Stemmons Fwy

Lewisville, TX 75067
Phone: 9723157344
Fax: 9723958433

Date, time, and place of occurrence of alleged violation:

5/6/2003 8:53:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Teri Megge

933A0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kory Nelson
Address: 5914 Lewis St #B

Dallas, TX 75206
Phone: 2148239907

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name:
Address: 306 Hillside Village Shopping Center #a

Dallas, TX 75214
Phone: 2148236470
Fax: 2148238391

Date, time, and place of occurrence of alleged violation:

5/12/2003 4:04:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kory Nelson

EB5F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Joseph Rivers
Address: 2513 Club Meadow Dr

Garland, TX 75041
Phone: 9729266002

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Contact Lens Clinic
Doctor Name: Glenn A Wright
Address: 1720 Northwest Hwy # 310

Garland, TX 75041
Phone: 9722708901
Fax: 0

Date, time, and place of occurrence of alleged violation:

5/12/2003 1:58:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Joseph Rivers

B26B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Lila Lockwood
Address: 1737 Bayhill Drive

Rockwall, TX 75087
Phone: 9725305408

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Assoc
Doctor Name: 9727727854
Address: 2665 Market Center Dr # 100

Rockwall, TX 75032
Phone: 9727727854
Fax: 9727727857

Date, time, and place of occurrence of alleged violation:

5/12/2003 2:42:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Lila Lockwood

Lila Lockwood

D15E0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Polly Fabry
Address: 3724 Glenshannon Lane

Flower Mound, TX 75022
Phone: 9726914284

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: JCPenney Optical Inc - Vista Ridg
Doctor Name: 9723153900
Address: 2400 South Stemmons Freeway

Lewisville, TX 75067
Phone: 9723153900
Fax: 9723155152

Date, time, and place of occurrence of alleged violation:

5/20/2003 3:15:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Polly Fabry

197B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Linda Roland
Address: 2751 FM 518 E #907

League City, TX 77573
Phone: 2815572379

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas Eye Institute
Doctor Name: Troupe MD, John T
Address: 146 E Hospital Dr # 210

Angleton, TX 77515
Phone: 9798498516
Fax: 9798482116

Date, time, and place of occurrence of alleged violation:

4/28/2003 9:25:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Linda Roland
Linda Roland

4F120100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: JOANN Bowman
Address: 103 10th Ave North

Texas City, TX 77590
Phone: 4099458261

Name, address, and phone number of the c, tometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associtates
Doctor Name: See Clinic
Address: 10000 Emett S Lowry
#1478
Texas City, TX 77591
Phone: 4099862155
Fax: 4099865425

Date, time, and place of occurrence of alleged violation:

5/8/2003 4:36:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

JOANN Bowman

A1460100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Charles Sigler
Address: c/o Elizabeth Rose
5907 Eckhert Rd #213
San Antonio, TX 78240
Phone: 2102232939

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Wal-mart Vision Center
Doctor Name:
Address: 7702 N Ih 35

San Antonio, TX 78218
Phone: 2106503823
Fax: 2105994609

Date, time, and place of occurrence of alleged violation:

5/10/2003 10:54:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Charles Sigler

C6580100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Heather Chou
Address: 658 Clarenda Falls

Sugar Land, TX 77479
Phone: 2815651745

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Optom-Eyes
Doctor Name:
Address: 14550 Beechnut St

Houston, TX 77083
Phone: 2815302060
Fax: 2818795755

Date, time, and place of occurrence of alleged violation:

5/13/2003 8:27:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Heather Chou

Heather Chou

22680100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jason Thornton
Address: 2816 Briargrove Lane

McKinney, TX 75071
Phone: 9725624367

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Don L Jackson OD
Doctor Name: See Clinic
Address: 1213 E Trinity Mills Rd

Carrollton, TX 75006
Phone: 9722426768
Fax: 9724660581

Date, time, and place of occurrence of alleged violation:

6/15/2003 12:21:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jason Thornton

19F80100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Tom Spilman
Address: 333 Melrose Dr. #9A

Richardson, TX 75080
Phone: (972) 644 - 2647

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice:	James Williams & Associates
Doctor Name:	
Address:	811 N Central Expy # 1145 Collin Creek Mall Plano, TX 75075
Phone:	(972) 516 - 0026
Fax:	

Date, time, and place of occurrence of alleged violation:

2/20/2003 12:12:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Tom Spilman

DocumentID: 226048-P

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Madeline Bjornson
Address: 1726 San Antonio Lane

Garland, TX 75042
Phone: 9724941478

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name: James Benning
Address: Richardson Square Mall

Richardson, TX 75081
Phone: 9722342020
Fax: 9722388302

Date, time, and place of occurrence of alleged violation:

6/11/2003 5:21:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Madeline Bjornson

B4E60100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kimberly Smith
Address: 7101 Virginia Pkwy
Apt 736
McKinney, TX 75071
Phone: 9729845064

Name, address, and phone number of the optometrist or therapeuti. optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Optical Zone
Doctor Name: Campbell OD, James
Address: 7000 Independence Pkwy # 148

Plano, TX 75025
Phone: 9726183588
Fax: 9724911733

Date, time, and place of occurrence of alleged violation:

6/16/2003 1:20:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kimberly Smith

Kimberly Smith

BBFE0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Natalie Webb
Address: 8021 RR 620 N #1115

Austin, TX 78726
Phone: 5127914134

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: My Eye Site
Doctor Name:
Address: 13201 Ranch Road 620 N

Austin, TX 78717
Phone: 5123352077
Fax: 5123352811

Date, time, and place of occurrence of alleged violation:

5/28/2003 3:36:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Natalie Webb

Natalie Webb

B1A50100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Hilary Francis
Address: P O Box 273

Fayetteville, TX 78940
Phone: 9793782300

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Superior Optical
Doctor Name: Steven Beim
Address: 604 Highway 290 W

Brenham, TX 77833
Phone: 9792519988
Fax: 9792517003

Date, time, and place of occurrence of alleged violation:

6/14/2003 11:50:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Hilary Francis
Hilary Francis

BDF70100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Seandria Williams
Address: 15255 Gray Ridge
Apt 634
Houston, TX 77082
Phone: 2814978812

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name: 2815580046
Address: 2808 Highway 6 S

Houston, TX 77082
Phone: 2815580046
Fax: 2815585877

Date, time, and place of occurrence of alleged violation:

6/16/2003 9:46:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Seandria Williams

Seandria Williams

58FD0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Eric Varian
Address: 3213 Chimnevrock Drive

Plano, TX 75023-5621
Phone: 9726121583

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Frazee Selkin Eye Center
Doctor Name: Frazee MD, Lewis J
Address: 4100 West 15th Street #210

Plano, TX 75093
Phone: 9728677777
Fax: 9725191679

Date, time, and place of occurrence of alleged violation:

6/15/2003 8:27:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Eric Varian

6DFC0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Bill Neville
Address: 11835 Stillwater

Houston, TX 77070
Phone: 2812514364

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name:
Address: 17747 State Highway 249

Houston, TX 77064
Phone: 2814692038
Fax: 2814773562

Date, time, and place of occurrence of alleged violation:

6/9/2003 10:08:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Bill Neville

Bill Neville

DDD50100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Neil Starks
Address: 10635 Tenneta

Houston, TX 77099-4517
Phone: 2814957809

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision Sugar Land
Doctor Name: 2812423937
Address: 15309 Southwest Fwy

Sugar Land, TX 77478
Phone: 2812423937
Fax: 2815650888

Date, time, and place of occurrence of alleged violation:

6/13/2003 7:33:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Neil Starks

BEF40100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jane Culwell
Address: 11900 Barryknow Lane
Apt 2212
Houston, TX 77024
Phone: 7139739322

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Surgical Eye Associates
Doctor Name: Dr Phillips
Address: 1229 Campbell Rd

Houston, TX 77055
Phone: 7134676600
Fax: 7134677914

Date, time, and place of occurrence of alleged violation:

6/9/2003 9:02:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jane Culwell

Jane Culwell

3CDB0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Melissa Brodie
Address: 418 S Iowa

La Porte, TX 77571
Phone: 2814709143

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Spectra Optical
Doctor Name: See Clinic
Address: 12970 East Fwy

Houston, TX 77015
Phone: 7134530550
Fax: 7134515852

Date, time, and place of occurrence of alleged violation:

6/9/2003 3:55:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Melissa Brodie

Melissa Brodie

25E30100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Paige Hadd
Address: 7007 Shepherds Glen

Colleyville, TX 76034
Phone: 8174167699

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Thomas Marvelli Ophthalmology
Doctor Name: Thomas L Marvelli MD
Address: 5200 Colleyville Blvd

Colleyville, TX 76034
Phone:
Fax: 8173467675

Date, time, and place of occurrence of alleged violation:

2/28/2003 1:10:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

PAIGE IS 13 YEARS OLD
Paige Hadd

PAIGE HADD
Mom

76390000-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Brandy Echols
Address: 8711 Cinnamon Creek Dr
Apt 1508
San Antonio, TX 78240
Phone: 2103205220

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Stephen White Md
Doctor Name: Stephen White MD
Address: 1111 Highway 6 # 120

Sugar Land, TX 77478
Phone: 2815652020
Fax: 2813411000

Date, time, and place of occurrence of alleged violation:

5/20/2003 5:22:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Brandy Echols
Brandy Echols

35830100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Elisa Garcia
Address: 9217 LaPrada Dr.

Dallas, TX 75228
Phone: 2143207218

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Buckner Optical
Doctor Name: 2143889767
Address: 2744 S Buckner Blvd

Dallas, TX 75227
Phone: 2143889767
Fax: 2143884753

Date, time, and place of occurrence of alleged violation:

4/30/2003 11:36:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Elisa Garcia

Elisa Garcia

511F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Tiffany Sun
Address: 3324 Preakness Dr

Flower Mound, TX 75028
Phone: 6072804678

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: Jeffrey T Harrell
Address: 1124 W Main St

Lewisville, TX 75067
Phone: 9722212561
Fax: 9722191324

Date, time, and place of occurrence of alleged violation:

5/28/2003 9:57:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Tiffany Sun

F2A10100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Oscar Omar Cavazos
Address: 7331 Carriage Bend

San Antonio, TX 78249
Phone: 2106911919

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Total Vision Center
Doctor Name: See Clinic
Address: 5230 De Zavala Rd # 216

San Antonio, TX 78249
Phone: 2106940500
Fax: 2106940612

Date, time, and place of occurrence of alleged violation:

5/28/2003 6:32:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

6/7/03
Oscar Omar Cavazos

63A10100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Beverly West
Address: 13327 Little Ranch Rd

Cypress, TX 77429
Phone: 2813766432

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Insight Eyecare
Doctor Name: David Bridges
Address: 13147 Northwest Fwy # 100

Houston, TX 77040
Phone: 7134622010
Fax: 7134600614

Date, time, and place of occurrence of alleged violation:

5/27/2003 6:55:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Beverly West

72AC0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Stephanie Urlacher
Address: 12206 Pebble Meadows

Houston, TX 77041
Phone: 8322439831

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Vision Source
Doctor Name: 2818598000
Address: 7063 Highway 6 N

Houston, TX 77095
Phone: 2818598000
Fax: 2818594507

Date, time, and place of occurrence of alleged violation:

5/29/2003 6:46:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Stephanie Urlacher
Stephanie Urlacher

03A20100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Shelley Sutton-Elek
Address: 5114 Andalusia Trail

Arlington, TX 76017
Phone: 8174781141

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: Kathy Allen Od
Address: 3811 S Cooper St #1210

Arlington, TX 76015
Phone: 8174655813
Fax: 8174652339

Date, time, and place of occurrence of alleged violation:

5/15/2003 6:38:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Shelley Sutton-Elek

736E0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Karen Reid
Address: 12717 Bransford Cove

Austin, TX 78753
Phone: 5122513245

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Far West Optical
Doctor Name:
Address: 3908 Far West Blvd

Austin, TX 78731
Phone: 5123430432
Fax: 5125021002

Date, time, and place of occurrence of alleged violation:

5/30/2003 1:06:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Karen Reid
Karen Reid

C2AB0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Marcos Martinez
Address: 2115 Chalkhill Rd

Dallas, TX 75212
Phone: 2146314909

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Optical Clinic
Doctor Name: Michael James
Address: 1313 W Airport Fwy # A

Irving, TX 75062
Phone: 9722581216
Fax: 0

Date, time, and place of occurrence of alleged violation:

5/27/2003 9:34:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Marcos Martinez

E9990100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Sarah McKernan
Address: 8238 Knute Rockne

Leon Valley, TX 78240
Phone: 2106638801

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Alamo Contact Lens & Laser
Doctor Name: Alamo Contact Lens &
Address: 12730 W Ih 10 # 310

San Antonio, TX 78230
Phone: 2106994644
Fax: 2106940612

Date, time, and place of occurrence of alleged violation:

5/30/2003 8:29:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Sarah McKernan

Sarah McKernan

4DAB0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: George Strawder
Address: 17635 Henderson Path
Apt 1327
San Antonio, TX 78232
Phone: 2106018194

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eyemasters
Doctor Name: Eyemasters
Address: 6909 N Loop 1604 E

San Antonio, TX 78247
Phone: 2106515566
Fax: 2106514132

Date, time, and place of occurrence of alleged violation:

5/29/2003 5:22:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

George Strawder

EAA20100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Abram Clark
Address: 6005 Farmingdale

Arlington, TX 76001
Phone: 8174788457

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: 8174655813
Address: 3811 S Cooper St #1210

Arlington, TX 76015
Phone: 8174655813
Fax: 8174652339

Date, time, and place of occurrence of alleged violation:

5/29/2003 4:01:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Abram Clark

Abram Clark

A4A20100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Melissa Martinez
Address: 3603 Newton Dr

Pasadena, TX 77503
Phone: 7134727907

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name:
Address: 1018 Pasadena Blvd

Pasadena, TX 77506
Phone: 7139202020
Fax: 0

Date, time, and place of occurrence of alleged violation:

6/2/2003 11:15:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Melissa Martinez

9EB30100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Robert Pittman
Address: 810 Camelot Court

Highland Village, TX 75077-1831
Phone: 2144029372

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Frazee Selkin Eye Center
Doctor Name: 9728677777
Address: 4100 West 15th Street #210

Plano, TX 75093
Phone: 9728677777
Fax: 9725191679

Date, time, and place of occurrence of alleged violation:

5/24/2003 10:05:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Robert Pittman

8B8B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Rachel Morken
Address: 16811 Carl Ave Apt 32

Houston, TX 77060
Phone: 2816398610

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: Lee Ann Hoven
Address: 121 Greenspoint Mall # B

Houston, TX 77060
Phone: 2818756800
Fax: 2818723670

Date, time, and place of occurrence of alleged violation:

5/17/2003 3:16:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Rachel Morken

Rachel Morken

C9700100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kyung Ja Chi
Address: 10423 Sanibel Falls

Houston, TX 77095
Phone: 2813049240

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Masters
Doctor Name: EYE MASTERS 7540 FM
Address: 7540 Fm 1960 Rd W

Houston, TX 77070
Phone: 2818944300
Fax: 0

Date, time, and place of occurrence of alleged violation:

5/28/2003 9:05:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kyung Ja Chi

0A9E0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Shanah Isa
Address: 1101 Waberly Dr

Arlington, TX 76015
Phone: 8177031575

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: See Clinic
Address: 3811 S Cooper St #1210

Arlington, TX 76015
Phone: 8174655813
Fax: 8174652339

Date, time, and place of occurrence of alleged violation:

5/30/2003 3:30:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Shanah Isa

03B50100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Larissa Vallejo
Address: 400 Prickly Pear Pass

Buda, TX 78610
Phone: 5123120806

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Dan E McQueen Od & Assoc
Doctor Name: 5123280015
Address: 2901 S Capital of Texas Hwy

Austin, TX 78746
Phone: 5123280015
Fax: 5123287638

Date, time, and place of occurrence of alleged violation:

5/25/2003 12:49:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond, or comply with that request.

Larissa Vallejo

D4950100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Molly Schmidt
Address: P.O. Box 554

Normangee, TX 77871
Phone: 9363961110

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Masters
Doctor Name: 9796938680
Address: 1500 Harvey Rd

College Station, TX 77840
Phone: 9796938680
Fax: 9797646761

Date, time, and place of occurrence of alleged violation:

6/2/2003 7:58:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Molly Schmidt

Molly Schmidt

8BBC0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Cynthia Garcia
Address: 235 DIRSCHELL DR

SAN ANTONIO, TX 78245
Phone: 2102704690

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Vision Plus
Doctor Name:
Address: 6301 NW Loop 410 # N401B

San Antonio, TX 78238
Phone: 2105206353
Fax: 2105220606

Date, time, and place of occurrence of alleged violation:

6/3/2003 7:02:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Cynthia Garcia

A8C10100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Ramona Wood
Address: 9032 Highway 146
Room 230
Baytown, TX 77520
Phone: 2815766521

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name: Timothy Planty Od
Address: 4750 Interstate 10 Hwy

Baytown, TX 77521
Phone: 2814212020
Fax: 2814217836

Date, time, and place of occurrence of alleged violation:

4/28/2003 5:17:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Ramona Wood
Ramona Wood

27150100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Louise A Duke
Address: 9137 W H Burges

El Paso, TX 79925
Phone: 9155915482

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: El Paso Eye Assoc
Doctor Name: Clinic
Address: 1900 N Oregon St # 209

El Paso, TX 79902
Phone: 9155323697
Fax: 9155323506

Date, time, and place of occurrence of alleged violation:

6/2/2003 9:29:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Louise A Duke

Louise A Duke

D5BD0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Catey Link
Address: 3107 Price Street

Nederland, TX 77627-4720
Phone: 4097275465

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Mid-County Eye Clinic
Doctor Name: Clyde V Allred MD
Address: 612 S Twin City Hwy

Nederland, TX 77627
Phone: 4097240794
Fax: 4097247821

Date, time, and place of occurrence of alleged violation:

5/31/2003 2:26:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Catey Link

Catey Link

D6B40100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Rosa Crawford
Address: 6703 Diamond Court

Amarillo, TX 79124
Phone: 8063530785

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: 9th Avenue Optical
Doctor Name: St Luke Eye/Andrew Alpar
Address: 5311 W 9th Ave

Amarillo, TX 79106
Phone: 8063593937
Fax: 8063598124

Date, time, and place of occurrence of alleged violation:

6/1/2003 10:22:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Rosa Crawford
Rosa Crawford

25B30100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Terry McLelland
Address: 2105 Oakmeadow

Bedford, TX 76021
Phone: 8173549633

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Ophthalmology Associates
Doctor Name:
Address: 1201 Summit Ave

Fort Worth, TX 76116
Phone: 8006474448
Fax: 8173321492

Date, time, and place of occurrence of alleged violation:

6/3/2003 1:05:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Terry McLelland

Terry McLelland

66BF0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Kevin Henson
Address: 3221 Creighton ~~Plain~~ Lane

Bedford, TX 76021
Phone: 8179253907

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name: See Clinic
Address: 2915 E Division St # 500

Arlington, TX 76011
Phone: 8176491222
Fax: 8174652339

Date, time, and place of occurrence of alleged violation:

6/3/2003 11:29:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Kevin Henson

CBBE0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Charity Womack
Address: 612 Pendleton Dr

Rockwall, TX 75032
Phone: 9727710056

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Vision Gallery
Doctor Name: Clinic, See
Address: 587 East Interstate 30

Rockwall, TX 75087
Phone: 9727711818
Fax: 9727715565

Date, time, and place of occurrence of alleged violation:

6/2/2003 8:47:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Charity Womack

A9B80100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Misty McDonald-Daniel
Address: PO Box 177233

Irving, TX 75017
Phone: 2147279362

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Optical Clinic
Doctor Name: Michael James
Address: 1313 W Airport Fwy # A

Irving, TX 75062
Phone: 9722581216
Fax: 0

Date, time, and place of occurrence of alleged violation:

5/30/2003 4:05:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Misty McDonald-Daniel

ACAC0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: April Raines
Address: 1330 Bent Tree Dr.

Frisco, TX 75034
Phone: 2149063342

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Master Eye Associates
Doctor Name:
Address: 2401 S Stemmons Fwy

Lewisville, TX 75067
Phone: 9723157344
Fax: 9723958433

Date, time, and place of occurrence of alleged violation:

6/4/2003 11:13:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

April Raines

April Raines

34C50100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Mai Vo
Address: 1226 Eastbrook Lane

St. Louis, MO 63119
Phone: 7139438390

Name, address, and phone number of the ˎptometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Evecare Masters
Doctor Name:
Address: 11043 Fuqua St # D

Houston, TX 77089
Phone: 7139478718
Fax: 7139470497

Date, time, and place of occurrence of alleged violation:

6/3/2003 2:32:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

mai Vo
Mai Vo

D0BF0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jo Ann Helle
Address: 11615 Village Place Drive

Houston, TX 77077
Phone: 2815561841

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Allen H Chin & Assoc
Doctor Name: 7137741124
Address: 6910 Bellaire Blvd # 3

Houston, TX 77074
Phone: 7137741124
Fax: 7137744038

Date, time, and place of occurrence of alleged violation:

5/14/2003 4:07:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jo Ann Helle

C06D0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Aron Williams
Address: 11719 Yeager Dr

Dallas, TX 75218
Phone: 2143244068

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Boyd OD, Glenn
Doctor Name: Clinic
Address: 3811 S Cooper St

Arlington, TX 76015
Phone: 8175574911
Fax: 8174729608

Date, time, and place of occurrence of alleged violation:

5/19/2003 10:01:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Aron Williams

35950100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Donna Burton
Address: 1518 Overlook Drive

Grapevine, TX 76051
Phone: 8174882430

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Michael Mong
Doctor Name:
Address: 1600 West College St
Suite 390
Grape, TX 76051
Phone: 8174818955
Fax: 8174218703

Date, time, and place of occurrence of alleged violation:

4/11/2003 9:39:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Donna Burton

Donna Burton

D7480100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Randi Bailey
Address: 1206 Airline Drive

College Station, TX 77845
Phone: 9796957678

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eye Care Ctr
Doctor Name: Sue Simpson OD
Address: 2320 E Villa Maria Rd

Bryan, TX 77802
Phone: 9797799000
Fax: 9797752020

Date, time, and place of occurrence of alleged violation:

5/16/2003 11:46:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Randi Bailey
Randi Bailey

35700100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Sandra Crow
Address: 17510 Possums Run

Humble, TX 77396
Phone: 2814360629

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name: Today's Vision
Address: 20135 Highway 59 N # C

Humble, TX 77338
Phone: 2814462020
Fax: 2815483411

Date, time, and place of occurrence of alleged violation:

5/24/2003 7:40:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Sandra L. Crow
Sandra Crow

I need my eyes.

8F990100-0300-0100-0005-000000000000

Thank You.
Sandra C.

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Chris Gray
Address: 3202 Berry Hollow Dr

Melissa, TX 75454
Phone: 9728382300

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: 9725422269
Address: 312 N Highway 75 # A

Mc Kinney, TX 75070
Phone: 9725422269
Fax: 9725488802

Date, time, and place of occurrence of alleged violation:

5/26/2003 9:38:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Chris Gray

Chris Gray

F1930100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Michael Bentkjaer
Address: 8723 Serenade Ln

Houston, TX 77040
Phone: 7138491375

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name: 7136902020
Address: 13264 Northwest Frwy

Houston, TX 77040
Phone: 7136902020
Fax: 7136902046

Date, time, and place of occurrence of alleged violation:

5/26/2003 10:58:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

M. Bentkjaer
Michael Bentkjaer

A59A0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Laura Orina
Address: 7635 Guadalupe St
#401
Austin, TX 78752
Phone: 5123740399

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Wal-Mart
Doctor Name: 5128926086
Address: 5017 W Highway 290

Austin, TX 78735
Phone: 5128926086
Fax: 5128910909

Date, time, and place of occurrence of alleged violation:

5/28/2003 9:39:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Laura Orina

7DA10100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Betty Kincy
Address: 1384 Grass Valley Dr

Rockwall, TX 75087
Phone: 9727712964

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Craig D Smith MD
Doctor Name: Smith
Address: 12222 Merit Dr # 1420

Dallas, TX 75251
Phone: 9722336237
Fax: 9722331734

Date, time, and place of occurrence of alleged violation:

5/28/2003 6:58:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Betty M. Kincy
Betty Kincy

67A10100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Andrea Dahl
Address: 1615 Hermann Drive
#2414
Houston, TX 77004
Phone: 8328168628

Name, address, and phone number of the ¬ptometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name: See Clinic
Address: 3031 Kirby Dr

Houston, TX 77098
Phone: 7139427733
Fax: 7139427241

Date, time, and place of occurrence of alleged violation:

5/22/2003 10:28:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Andrea Dahl

Andrea Dahl

118C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Philip White
Address: 3600 Alma Road
Apt 4412
Richardson, TX 75080
Phone: 9727837828

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Jacqueline Co Md
Doctor Name:
Address: 403 W Campbell Rd #310

Richardson, TX 75080
Phone: 9724984515
Fax: 9724984516

Date, time, and place of occurrence of alleged violation:

5/26/2003 5:25:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Philip J. White
Philip White

D9970100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Ireneo Cabahug
Address: 2305 Oak Forest Dr

Garland, TX 75042
Phone: 9722029639

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: George E Orm & Assoc
Doctor Name: Clinic, See
Address: 2288 Valley View Mall

Dallas, TX 75240
Phone: 9722334113
Fax: 9722338588

Date, time, and place of occurrence of alleged violation:

4/24/2003 3:07:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Ireneo Cabahug

45040100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Clint Byington
Address: 1506 Hickory Bend

Allen, TX 75002
Phone: 9723599813

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Frank A Bazane Od
Doctor Name:
Address: 1200 E Spring Creek Pkwy

Plano, TX 75074
Phone: 9724221047
Fax: 9725168532

Date, time, and place of occurrence of alleged violation:

5/24/2003 12:49:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Clint Byington

798F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Maria Vigil
Address: 36 Hornton Street
Flat 2
London, England W84NT
Phone: 5122505304

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Doctors of Optometry
Doctor Name: Doctors of Optometry
Address: 11200 Lakestopp Blvd # E5

Cedar Park, TX 78613
Phone: 5123353861
Fax: 0

Date, time, and place of occurrence of alleged violation:

4/2/2003 12:55:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Maria Vigil

Maria Vigil

EFB40000-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Jerod Clark
Address: 13307 Larkbrook

San Antonio, TX 78233
Phone: 2106994799

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Vision Source
Doctor Name: 2107355440
Address: 4400 Fredericksburg Rd # 116

San Antonio, TX 78201
Phone: 2107355440
Fax: 2107359432

Date, time, and place of occurrence of alleged violation:

5/22/2003 8:50:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jerod Clark

468C0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Daryl Talley
Address: 12922 Dresden Ridge

Houston, TX 77070
Phone: 8322374597

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Today's Vision
Doctor Name: 2814692020
Address: 6970 Fm 1960 Rd W # A

Houston, TX 77069
Phone: 2814692020
Fax: 2814697531

Date, time, and place of occurrence of alleged violation:

5/29/2003 10:25:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Daryl Talley

71A20100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Christopher Lochte
Address: 1418 Huge Oaks

Houston, TX 77055
Phone: 7134673316

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Texas State Optical
Doctor Name: Matoka
Address: 630 Memorial City Way # A

Houston, TX 77024
Phone: 7134687631
Fax: 7134682989

Date, time, and place of occurrence of alleged violation:

3/31/2003 5:44:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Christopher Lochte

4D9F0000-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Karen Johnson
Address: 21827 Goldcrest Run

San Antonio, TX 78258
Phone: 2104812810

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Eyemasters
Doctor Name:
Address: 18030 San Pedro Ave # 250

San Antonio, TX 78232
Phone: 2104020746
Fax: 2104024083

Date, time, and place of occurrence of alleged violation:

5/22/2003 11:28:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Karen Johnson

38820100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: JACQUELINE WORSLEY
Address: 125 Crosspoint Dr. #9103

Boerne, TX 78006
Phone: 2108447421

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name: Alex Abramson
Address: 7400 San Pedro Ave # 216

San Antonio, TX 78216
Phone: 2105258291
Fax: 2103400914

Date, time, and place of occurrence of alleged violation:

5/19/2003 3:45:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Jacqueline Worsley
JACQUELINE WORSLEY

6A7B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Amy Cearley
Address: 7777 Glen America Drive
Apt 102
Dallas, TX 75225
Phone: 2143734143

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name:
Address: 742 Northpark Ctr # B

Dallas, TX 75225
Phone: 2142657781
Fax: 2143633180

Date, time, and place of occurrence of alleged violation:

5/17/2003 9:51:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Amy Cearley

B7700100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Irene Kim
Address: 14181 Noel Rd
#3101
Dallas, TX 75254
Phone: 2142805671

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Pearle Vision
Doctor Name: 2142657781
Address: 742 Northpark Ctr # B

Dallas, TX 75225
Phone: 2142657781
Fax: 2143633180

Date, time, and place of occurrence of alleged violation:

5/19/2003 3:27:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Irene Kim

467B0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: James Osborne
Address: 4200 Bridgeview Dr
#1626
Ft Worth, TX 76109
Phone: 8179275657

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Kara C Nguyen OD
Doctor Name:
Address: 279 Southwest Plaza

Arlington, TX 76016
Phone: 8175729991
Fax: 8174787342

Date, time, and place of occurrence of alleged violation:

5/15/2003 5:25:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

James Osborne

C26F0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Yvonne Preston
Address: 2716 Running Duke Drive

Carrollton, TX 75006
Phone: 9722364159

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Optical Clinic
Doctor Name: Paul Knie
Address: 1709 N Central Expy

Plano, TX 75075
Phone: 9724222833
Fax: 0

Date, time, and place of occurrence of alleged violation:

5/22/2003 10:37:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Yvonne Preston

59950100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Randy Gibson
Address: 3929 Weeburn Dr.

Dallas, TX 75229
Phone: 2149568028

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Thron Thomas D Od
Doctor Name: Thomas D Thron Od
Address: 3120 Forest Ln

Farmers Branch, TX 75234
Phone: 9722470190
Fax: 9722475614

Date, time, and place of occurrence of alleged violation:

6/9/2003 12:05:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Randy Gibson

A1DC0100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Cristie Moss
Address: 2940 Mockingbird Rd

Midlothian, TX 76065
Phone: 9727236803

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Jacobs Jerry Od
Doctor Name: Jerry Jacobs
Address: 1201 Elm St # LI20

Dallas, TX 75270
Phone: 2146511000
Fax: 2146511003

Date, time, and place of occurrence of alleged violation:

6/4/2003 9:22:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Cristie Moss
Cristie Moss

F7C20100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Barbara Bozon
Address: 2001 River Run Rd

Belton, TX 76513-1051
Phone: 2549395241

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Scott And White-contact Lens Dpt
Doctor Name: Knieriem, Brian M.
Address: 2401 S 31st St

Temple, TX 76504
Phone: 2547242299
Fax: 2547249571

Date, time, and place of occurrence of alleged violation:

6/8/2003 10:53:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Barbara B. Bozon
Barbara Bozon

FED90100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Libby Whitworth
Address: 2800 46th Street

Snyder, TX 79549
Phone: 9155736870

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Denise Cave
Doctor Name: Cave OD, Bryan
Address: 5305 Trinity Blvd # D

Snyder, TX 79549
Phone: 9155735571
Fax: 9155736868

Date, time, and place of occurrence of alleged violation:

6/6/2003 11:41:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Libby Whitworth

Libby Whitworth

E8D30100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Thomas Krevosky
Address: 5626 Mimosa Lane

Richmond, TX 77469
Phone: 2813422184

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Doctors of Optometry
Doctor Name: Clinic, See
Address: 16535 Southwest Fwy # 230

Sugar Land, TX 77479
Phone: 2814943435
Fax: 2814946259

Date, time, and place of occurrence of alleged violation:

6/11/2003 2:46:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Thomas Krevosky

9FE70100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Randy Gibson
Address: 3929 Weeburn Dr.

Dallas, TX 75229
Phone: 2149568028

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Thron Thomas D Od
Doctor Name: Thomas D Thron Od
Address: 3120 Forest Ln

Farmers Branch, TX 75234
Phone: 9722470190
Fax: 9722475614

Date, time, and place of occurrence of alleged violation:

6/13/2003 10:45:00 AM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Randy Gibson

05E80100-0300-0100-0005-000000000000

1 - 800 CONTACTS, Customer Complaints
P.O. Box 160422
Austin, TX 78716-0422

COMPLAINT TO THE TEXAS OPTOMETRY BOARD

Name, address and phone number of the person making complaint:

Customer Name: Pamela Panosian
Address: 9744 Big View Drive

Austin, TX 78730
Phone: 5122319430

Name, address, and phone number of the optometrist or therapeutic optometrist (if not an optometrist, of the person, firm, or corporation):

Practice: Westlake Vision Ctr
Doctor Name: 5123277050
Address: 3010 Bee Caves Rd

Austin, TX 78746
Phone: 5123277050
Fax: 5123277879

Date, time, and place of occurrence of alleged violation:

4/30/2003 12:50:00 PM

Complete description of incident giving rise to the complaint:

My doctor received a request for my contact lens prescription, at the time listed above, but did not respond to, or comply with that request.

Pamela Panosian

171F0100-0300-0100-0005-000000000000

Using Private Label Lenses to Keep Patients in The Practice

Private label lenses, or a lens not available without a valid prescription, can help keep patients returning to the practice and safely wearing contact lenses.

JOSEPH BARR, OD: If you use private label contact lenses, how do you position those lenses in your practice? Do they help with patient retention? Do they help to keep patients from thinking about alternate sources of contact lens distribution?

BRUCE GADDIE, OD: The closest we come to a private label contact lens is the Ocular Sciences Hydrogenics UV 60. We toyed with using the Biomedics 55 under private label, and we decided that the prestige of using the brand name was better than our private label. For the most part, using the UV 60 has thwarted 1-800 as they call, grilling our technicians as to who manufactures the Hydrogenics UV

By providing a lens that is not available without a valid prescription, I believe we're providing a safer contact lens to our patients.
–James Maul, OD

60 lens. We did have some irate patients who wanted to be re-fit with lenses they could buy from 1-800. But for the most part, using the UV 60 lens and another brand has been quite successful for us.

JAMES MAUL, OD: We've run into the same problem to a certain extent. We've been using Hydrogenics 60 lenses for a while, and there have been a number of patients calling. We have been telling our patients that this is the newest, most advanced technology. They can buy older technology, but this new lens is not currently available via other distributors. I tell my patients that it's the safest lens on the market. With the prescription expiration, and the inability to get this lens without a valid prescription, it ends up being a safer lens. I see patients who have not had their eyes examined in a number of years getting their contact lenses without a prescription. They are abusing their eyes and, by providing a lens that is not available without a valid prescription, I believe we're providing a safer contact lens to our patients. If you're putting patients in the safest lens that's out there, and they choose to wear an unsafe lens, at least you are not legally liable for the abuse that can occur when they use that lens.

The closest we came to a private label lens is the Hydrogenics UV 60. For the most part, it has thwarted 1-800, calling to grill our technicians as to who makes the lens.

–Bruce Gaddie, OD

I often don't give the patients a choice. I don't say it is a private label lens. I say, "This lens is the best lens for you. It's the one you should be wearing."

–Charles Hom, OD

DR. BARR: Can you explain to our readers, what you mean by "This contact lens isn't available to them" or "This contact lens is available only to you."

DR. MAUL: I'm referring to the Hydrogenics lens from Ocular Sciences. It is not sold to 1-800 Contacts or on the Internet. It is provided only to doctors who actually see patients and perform examinations in their office. If a patient takes a Hydrogenics 60 prescription and fills it in one of my colleague's offices, I know that she is receiving proper eye care. If she fills out a form at 1-800 Contacts and sends it in five years after I saw her, at least as the lens is currently being marketed, it won't be available. That provides a degree of safety.

DR. BARR: So this lens is like a semi-exclusive franchise.

DR. MAUL: Well, in the sense that any independent private practitioner in the country can sell the lens, it's not very exclusive, but it does provide a lens that is available only with proper care.

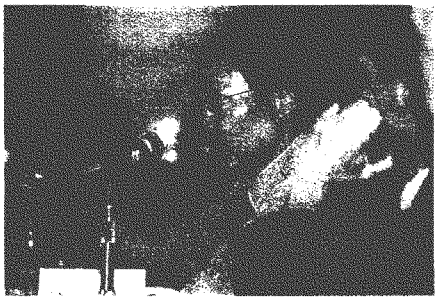
RANDY HIEBER, OD: There is one issue I'm confused about. I started to say that the Hydrogenics was the safest lens, but then my associate came to me and said, "How can you say that to a patient when the Dk is lower than the Acuvue lens?" So I'm confused now, and maybe everybody else is in the coun-

try, on Dk/L, Dk/T. It would be nice to get some standardization in our industry. Since I've been using the Hydrogenics lens, I like it better, but then I look at the numbers and I see we've got a Dk of 24.3 vs. 28 for an Acuvue. Can we make that statement that it is a safer lens? I'd like to ask Dr. Barr about that.

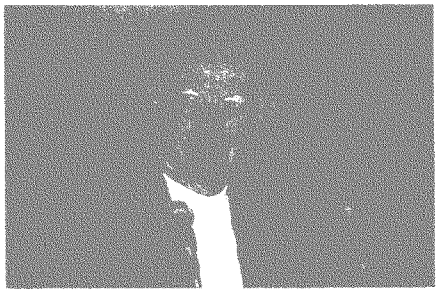
DR. BARR: Vistakon lists the 58 percent water content Acuvue 2 at Dk 28 and center thickness 0.84mm at –3.00D. OSI lists Hydrogenics 60 at 60 percent water and Dk of 24.3 and center thickness 0.07mm at –3.00D. That makes the Dk/T about equal, but remember that these measurements provide only a general idea of the actual oxygen transmissiablity. There are a lot of things that go into making a safe lens. Oxygen transmissibility would be one. The quality of the lens, the reproducibility of the lens and the wettability of the lens would be others. Does anyone else want to talk about their experience with using private label lenses?

CHARLES HOM, OD: We use private labeling a lot, and I think that originally we were fitting lenses like those from CIBA and Bausch & Lomb, and we would get calls from patients and 1-800 Contacts asking us for their contact lens prescriptions. I wanted to use another strategy to prevent that from happening. One of the strategies was private labeling. I didn't know of any company other than Ocular Sciences that was doing it, or is doing that now effectively. Now when patients want to order a lens, they like the particular lens that we provide. It's a private label, so they can't get it anywhere else. It makes it a lot easier for them to come back to us. If they go down to Wal-Mart or Costco or someplace like that and ask, "Do you have this lens?" Costco or Wal-Mart or 1-800 would say, "Yes, we do, but it's a different name on the box." That creates the problem within the patient's mind about whether or not it's the same lens.

DR. BARR: Tell us how it works. What is the lens? Tell us the process that you use in the practice to talk to patients about it, positioning and so forth.



Dr. Hom uses private label contact lenses as a strategy to prevent patients from filling their possibly expired contact lens prescriptions at alternate distributors.



Dr. Gaddie finds that choosing the Hydrogenics 60 lens has been a right choice for his practice.

DR. HOM: I often don't give the patients a choice. I don't say this is a private label lens. I just say, "This is the best lens for you. It's the one you should be wearing." It's easy because I think the Hydrogenics 60 is better than the Acuvue or the Acuvue 2. It has better handling, vision and comfort. The other lens that's really top-notch is the new toric lens from Ocular Science, the Biomedics Toric. They are comfortable, stable and have excellent vision. I don't think there's a disposable toric lens out there that can really compete with that lens, and Ocular Sciences does have that in private labeling. That makes it easy for the practitioner to prescribe the lens. CLS

For Immediate Release
August 21, 2002

Background Contact: Jennifer Kent
(916) 441-3990
Official Comment: Dr. W.J. Garvin
(760) 743-2020

California Optometric Association Negotiates Contact Lens Legislation

SACRAMENTO-- Acting in the best interests of California patients, the California Optometric Association recently participated in negotiations with Assemblyman Lou Correa and other interested parties regarding Assembly Bill 2020. AB 2020 passed the Legislature 73-2 on August 19, 2002 and is now awaiting the Governor's signature. The COA engaged in these negotiations to ensure patient safety, professional discretion and adequate enforcement penalties for violations.

The most important priority for the California Optometric Association is assuring the highest quality health care for the patient. Therefore, the discussions regarding AB 2020 focused on ensuring the patient's health, comfort and convenience. The main patient-related provisions of AB 2020 are:

- Contact lens prescriptions shall be provided to the patient after the completion of the contact fitting process;
- The contact fitting process includes the initial examination, the fit of the lens on the patient's eye, the trial lens period and any necessary follow-up to ensure the prescription's accuracy;
- The contact lens expiration date must be from one to 2 years under normal health circumstances – patients with medical conditions that may affect their ocular health will be given contact lens prescriptions with appropriate expiration dates based on the doctor's professional discretion;
- The contact lenses that require extensive care or can severely damage a patient's vision (rigid gas permeables, keratoconus lenses, etc) will continue to be released upon the discretion of the prescribing doctor;
- Patients that wear private label contact lenses shall receive prescriptions with the trade name and manufacturer; and
- Patients cannot be charged additional fees beyond the contact lens exam and fitting process as a condition of releasing the contact lens prescription, or required to purchase the contact lenses from the prescriber, or required to sign waivers of liability for lenses purchased from other sellers.

In addition, AB 2020 establishes enforcement standards to ensure that providers and contact lens sellers adhere to the patient protections as outlined above. The most important objective of these provisions is to ensure that patients receive lenses that are correct, valid and within the documented expiration date.

"AB 2020 is an example of numerous parties collaborating to provide patients with the best possible healthcare – patient interests were the top priority of AB 2020," stated COA President W. J. Garvin.

The California Optometric Association represents licensed optometrists practicing throughout the state in numerous practice settings. One of COA's main goals is to promote access to and enhance public awareness about the importance of comprehensive eye care.

Let's see. You'll make more money.
Your patients will no longer
experience discomfort from their
contact lenses. Boy,
this is one risky proposition.
If it seems simple, that's because with the 1-STOP program from Bincompatibles Eyecare, it is. 1-STOP gives patients exactly what they're looking for in contact lenses: greater comfort, more convenience and a better value. And since Proclear Compatibles are only available through your practice, you'll get what you're looking for: increased patient loyalty and greater profitability.
1-STOP
Circle No. 180 on your reader service card.
To find out more, call 800-Bline-41 or visit www.proclear.com
proclear compatibles

EVERY TOM, DICK AND HARRY IS TRYING TO TAKE YOUR PATIENTS FOR A RIDE.

THE NEW HYDRON® BIOMEDICS™ 55 LENS

[TAKES YOUR PATIENTS OFF THE ROLLER COASTER.]

Traditional eye care is being challenged. Mail order is rampant. Every Tom, Dick and Harry is offering your patients "low priced" disposables. The system is broken! Ocular Sciences/American Hydron knows that patients must see you regularly for safe contact lens wear. And we have a proven method to help protect your patients from the risk of mail order eye care. No practitioner, no slit lamp, no Biomedics lens. (Our special bar coding tracks every six pack—divert to mail order and we cut you off.)

BIOMEDICS™ BIOMEDICS™

We're the only company with low and mid water disposable lens prescribing options.

[BIOMEDICS 55 IS DESIGNED FOR INTERCHANGEABILITY.]

The new Biomedics 55 lens is interchangeable with other mid water disposables which are readily available from mail order. Your patients will appreciate the SoftBlue™ visibility tint and superb lens handling. The proprietary Liquid Edge Molding™ and 50 micron edge thickness offers a comfortable fit across a wide range of eyes. In fact, our new Biomedics 55 is so interchangeable, you can confidently switch your patients and ensure better eye care when they return for rechecks and replacements.

We're so sure Biomedics offers superior handling ever leaves we guarantee it.

Fix it! Make the system work for you with the new Hydron Biomedics 55 lens. It's one way to help keep professional eye care where it belongs. Off the mail order roller coaster and right in your hands. [For your 2 free Biomedics 55 six-packs, please call 1 800 628-5367.]

OCULAR SCIENCES AMERICAN HYDRON

Acuvue is a registered trademark of Johnson&Johnson. Hydron, Biomedics, Liquid Edge Molding, SoftBlue are trademarks of Ocular Sciences/American Hydron, 601 Galeway Blvd. #1050 South San Francisco, CA 94080 415 583-1400 Fax 415 583-8356 Canada 905 940-1998

By Christopher Kent, Gerald Assmann, Editor

Strategic Dispensing

Want to be your patients' primary source for contact lenses? These strategies can help.

If you fit contact lenses, maintaining profitable dispensing is always an issue, especially with direct-to-consumer companies everywhere. In an informal survey, contact lens dispensing practitioners offered the following strategies to help keep patients buying lenses from your practice — instead of the bargain basement.

■ ***Inventory judiciously.*** Keeping an inventory of contact lenses and buying in bulk have clear advantages, but storage space or a small number of patients can be a problem. To help:

▶ If you do keep an inventory, only stock the most popular products and parameters.

▶ Only inventory products that your sales reps are willing to exchange or take back at any time. (Get that commitment in writing.)

▶ Get your sales reps to monitor inventory and rotate product on a monthly basis.

▶ If you don't keep an item in stock, try to make sure you can get it overnight.

■ ***Offer direct delivery to the patient's home.*** A recent survey by CIBA Vision found that most eyecare practitioners believe offering direct delivery will help keep patients from buying lenses elsewhere — yet very few actually offer the service! The time and effort required to set up such a system will almost certainly be offset by reduced time spent filling contact lens refills and increased patient loyalty.

■ ***Encourage patients to buy a year's supply at once.*** This is convenient for the patient and good for your practice. Most manufacturers offer the patient rebates if a year's supply is purchased at once, and most will ship the lenses directly to the patient's home (often at no charge). This also helps minimize inventory needs in your practice. Most important, it keeps patients from looking for another purchasing source every time they need lenses.

■ ***Don't mail reminder cards.*** Instead, use e-mail reminders. They go out automatically, and if you have several hundred patients, the savings in postage will be significant. All you have to do is include a request for an e-mail address on your patient sign-up form.

■ ***Let patients purchase contact lenses through your Web site.*** Several companies now offer to set this up for you in such a way that they handle the transaction, but it appears to be entirely done through your practice. In some cases, setup is free. Advantages include:

▶ Patients can order any time, night or day, and they don't have to wait for your approval as they would with services such as 1-800 Contacts. (You can control which options are available to them.)

▶ These services can send reminder e-mails for you as well. This has the added advantage of linking the patient directly to your Web site so he can buy the lenses while the e-mail reminder is right in front of him.

▶ You don't have to offer this to every patient if you're afraid you may encourage price-shopping. A history form question asking new patients whether they've ever shopped the Internet for lenses will tell you which patients are good candidates for this option.

▶ The time and space you save makes it feasible to offer a small discount (say, 5%) to patients who buy their lenses from you in this way.

If you're not interested in pursuing the Internet option, consider offering your patients the option of ordering from you via 24-hour voicemail, e-mail, or fax.

■ ***If a direct-to-consumer service calls to verify a prescription, contact the patient about your own Web site.*** Even if your price isn't as low, many patients would prefer getting their lenses from an "official" source and not having to wait for prescription confirmation when they order.

■ ***Use video — in the office and over the Web.*** A number of companies now sell or lease video devices that let patients see how they look in different frames and contact lenses without having to try them on. Some even let patients do this from their home computer. If a patient can see how she looks in colored or costume lenses by visiting your Web site, she'll probably purchase them from you. OM

NEWS REVIEW

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Cole to Give Exams To 1-800 Customers

Will this drive contact lens patients from independent practices? By MICHELLE BOYLES, Associate Editor

1-800 Contacts is giving contact lens wearers incentives to get their eyes examined and obtain updated prescriptions, but some say those incentives may encourage patients to visit chain locations instead of private practices.

Does this mean that contact lens patients will flee your independent practice? Not necessarily.

Last month, 1-800 Contacts entered an agreement with Cole National in which 1-800's customers can receive a discounted eye exam from a doctor within the Cole network. Cole's Pearle Vision, Sears Optical and Target optical stores also will offer 1-800 customers value pricing on eyeglasses, sunglasses and other vision products. Meanwhile, 1-800 will retain the contact lens business of patients recommended to Cole stores.

"This development was inevitable as efforts to require the Internet contact lens vendors to comply with each state's Rx laws have progressed," says optometrist Richard Hom, coordinator of primary optometry at San Mateo Medical Center in California, and professor of e-business and marketing at the University of Phoenix in Arizona.

Some say there's a downside to this agreement: 1-800 can refer patients with expired Rxes to a Cole Vision location for an eye exam. "Price shoppers will gravitate towards the alliance chains, get a cheap exam and get their lenses mail order," says optometrist Jeffrey Palmer of Middletown and East Hampton, Conn.

However, Dr. Hom points out that anything that slows the ordering process—in this case prescription verification and sending patients to a Cole Vision doctor—may not be a big draw for patients seeking 1-800's typical fast turnaround. "Anything that causes a wait will be an impediment to smooth business," he says.

Independent O.D.s still have the opportunity to retain their contact lens patients, even when 1-800 tries to verify prescriptions, especially outdated Rxes. Says Dr. Palmer, "1-800 is legally bound to contact your office if the patient supplies your name to them. This is the window of opportunity to contact the patient before 1-800 sends them off to a Cole location and perhaps exile from your office."

Further, Dr. Hom believes that O.D.s can compete against mail-order and Internet retailers by automating their own contact lens dispensing. "An Internet e-commerce mechanism can reduce the amount of time your staff spends on contact lens orders by 5-10%," he says.

IN THE NEWS

LASIK candidates with large pupils can avoid night vision disturbances such as haloes and glare if the surgeon uses a larger laser treatment zone (6mm-8mm) on the underlying layers of the cornea, according to a study in the July issue of *Ophthalmology*.

The American Academy of Ophthalmology and its "Surgical Scope Fund" are claiming victory in the defeat of optometric **scope of practice** legislation in **Vermont**, which would have allowed O.D.s to Rx oral and injectible drugs.

Americans without drug coverage pay much more than the pharmaceutical industry's "most-favored" customer, the United States government, says a report from the U.S. Public Interest Research Group. Specifically, uninsured consumers pay 72% more on average than the federal government pays for some of the most common prescription medications.

Two new **dry eye drugs** are in the pipeline. **Inspire Pharmaceuticals** submitted a new drug application to the FDA for approval to market **diquafosol tetrasodium** (INS365), which appears to stimulate P2Y2 receptors to boost secretion of water, salt, mucin and lipids. **Sucampo Pharmaceuticals** has initiated a Phase II clinical trial for **tacrolimus** (FK-506), an immunosuppressive agent.

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Mr. STEARNS. Dr. Cummings, welcome.

STATEMENT OF J. PAT CUMMINGS

Mr. CUMMINGS. Thank you. Mr. Chairman, I am Pat Cummings, immediate past president of the American Optometric Association and a private practice optometrist from Sheridan, Wyoming. I appreciate the opportunity to appear today to discuss H.R. 2221, the Fairness to Contact Lens Consumers Act, on behalf of AOA and its 34,000 members.

H.R. 2221 would require that doctors provide contact lens prescriptions to patients and respond to requests to verify the prescriptions by others. Let me state right away that the AOA supports this consumer right to receive their prescription and have it verified to a third party. We believe that the vast majority of doctors do provide patients with this information. Nonetheless, we recognize that all patients should have equal access to this information.

The primary issue for AOA and its members is not where patients purchase replacement lenses. It is simply to assure two things: first, that the process for verifying the prescription provided the doctor with all the information required so that the doctor may properly and efficiently respond to the request; and, second, that the lenses are provided to the patient only when the prescription has, in fact, been positively verified. It is important to note that we believe this process should apply to all sellers of lenses, including private practitioners, optical chains, and others.

Current methods used by sellers to verify prescriptions fall into one of three basic categories: fax requests, automated phone calls, or a simple statement on a Web site that says, "Placing an order confirms that a valid prescription exists," which is, in fact, no verification at all.

My written statement contains examples of problems with each of these methods sent to me by colleagues. I would just like to summarize them briefly; first, in a recent fax situation which resulted in a seller encouraging a patient to file a complaint with the State board, despite the fact that the doctor had responded to the fax request not once but twice. This is not an unusual occurrence. I have been told similar stories by numerous colleagues over the past year.

Another member described an automated phone message that resulted in a non-compliant response, no matter what choice the doctor made. Again, this is a story I have heard repeatedly from colleagues in the past year. And it raises two basic concerns.

First, it places a doctor legitimately attempting to comply with a verification request in a potentially adversarial situation with a patient as well as being incorrectly reported to a State board. Second, it raises the very real possibility that lenses were provided to a patient with no knowledge of whether a valid prescription exists.

Finally, Mr. Chairman, there are Web sites who make no attempt at all to verify that a prescription actually exists. Two such examples are Vision Direct and Coastal Contacts. Just last week I received a note from a colleague describing an adverse event for a patient who obtained lenses off one of these sites. While the ultimate outcome was good, it could have resulted in severe vision loss,

all because the lenses were provided without a prescription, without adequate instruction, and without medical supervision.

Adding a provision to H.R. 2221, requiring sellers to provide doctors with basic information will address two important issues raised by these examples. First, it will reduce the number of lenses being provided inappropriately without a prescription. And, second, it will allow doctors to respond more efficiently to requests and minimize the chance that they will be unfairly subjected to potential substantial penalties. It would also promote fair competition among sellers because some sellers will no longer have the advantage of disregarding the need to contact a doctor to validate the prescription.

Our second concern is that lenses should be sold only when the existence of a valid prescription is positively verified by the doctor. Contact lenses are prescription medical devices regulated by the Food and Drug Administration. In fact, the FDA has published a consumer advisory telling consumers not to order contact lenses by mail, phone, or on the Internet without a current prescription because of health risks associated with contact lens wear.

A 2002 FTC staff document concluding the primary health care concerned with contact lenses appears to be ensuring that contact lens wearers return to their doctors regularly for eye examinations. Customers incur health risks if they forego regular eye exams that would allow the optometrist or ophthalmologist to spot emerging health problems in the early stages.

The only verification system consistent with the status of contact lenses as FDA-regulated devices and the only way to be absolutely certain that these risks are eliminated is one in which the seller either has a copy of the prescription or has it positively verified by the doctor.

If the concern is that doctors will not comply, then make the penalties more severe. Having served in both State and National positions for many years, my strong sense is that the penalties called for in H.R. 2221 are more than sufficient to capture the attention of the few practitioners who otherwise may not comply, but we don't have any qualms about increasing them substantially if some feel it necessary.

Again, Mr. Chairman, let me emphasize that we support the intent of H.R. 2221 to provide patients with their contact lens prescriptions and to require doctors to respond to requests to verify those prescriptions.

Thank you.

[The prepared statement of J. Pat Cummings follows:]

PREPARED STATEMENT OF J. PAT CUMMINGS, O.D., IMMEDIATE PAST PRESIDENT, AMERICAN OPTOMETRIC ASSOCIATION

Mr. Chairman, I am Pat Cummings, Immediate Past President of the American Optometric Association (AOA) and a private practice optometrist from Sheridan, Wyoming. I appreciate the opportunity to appear today to discuss HR 2221, the "Fairness to Contact Lens Consumers Act," on behalf of AOA and its 34,000 members.

HR 2221 would require that doctors provide contact lens prescriptions to patients following a fitting period, and respond to requests to verify the prescription by others acting on behalf of the patient. Let me state right away that the AOA supports this consumer right to receive their prescription and have it verified to a third party. We believe that the vast majority of doctors do provide patients with this in-

formation; 35 states have prescription release provisions, and the Federal Trade Commission (FTC) found in a 1995 study that 92 percent of patients who asked for their prescriptions received them. Notwithstanding those figures, we recognize that all patients should have equal access to this information, and we do support the intent of HR 2221 to provide it to them.

The primary issue for AOA and its members is not where patients purchase replacement lenses. It is simply to assure two things: first, that the process for verifying the prescription upon which the purchase is based provides the doctor with all the pertinent patient information required, so that the doctor may properly and efficiently respond to the request; and second, that lenses are provided to patients only when the prescription has in fact been positively verified. It is important to note that we believe that positive verification should apply to all sellers of lenses, including private practitioners, optical chains and others.

Current methods used by sellers to verify prescriptions fall into one of three basic categories:

- FAX requests, which may or may not include adequate information about the patient for the doctor to accurately respond, and may not in fact be handled appropriately when the doctor does respond. For example, the seller may tell the patient the doctor hasn't responded when they have, or conversely may provide the patient with lenses when the doctor has indicated no valid prescription exists.
- Automated phone calls, which have proven difficult if not impossible for doctors to respond to.
- A simple statement on a website that says placing an order confirms that a valid prescription exists, which is in fact no verification at all.

Let me provide examples of problems associated with each of these methods.

Doctors have been accused of being unresponsive to requests for verification. One of our members has sent us the following account of a recent FAX situation addressing this issue as follows: "Patient X is a long-term patient and contact lens wearer. She has often chosen to receive lenses from another supplier. I examined her two weeks ago and found normal eye health and good contact lens wear. We received a fax from 1-800Contacts a few days later asking for prescription verification. We returned the fax with the appropriate information immediately. Two days later we received a second FAX for the same information. My staff took time out of a busy day to reply, this time with a note stating that this was our second response. The patient then called my office a few days later stating she had received a note from 1-800Contacts claiming we would not release her contact lens prescription information. Further, they requested she fill out a complaint form and send it to the State Board of Examiners in Optometry. We subsequently called 1-800Contacts. They informed us they had made a mistake and had indeed received both replies of verification. They said they would contact the patient to inform her we were in compliance. Then, we received a third FAX for the same patient looking for the same verification." This is not an unusual occurrence; I have been told similar stories by numerous colleagues over the past year.

Another member sent the following on the automated message method: "At 9:15AM on August 13, 2003, we received an automated call from 1-800Contacts. The call asked if we would be compliant in processing a request to verify a prescription; if so press 1, if not press 2. When I pressed 1 the recording said we will note that you will not be compliant with your patients' request and the call was ended. I verified that I had pressed 1 on the phone screen. No patient name or prescription was given." Again, this is a story I have heard repeatedly from colleagues in the past year, and it raises two basic concerns. First it places a doctor legitimately attempting to comply with a verification request in a potentially adversarial situation with a patient as well as being incorrectly reported to a State Board; second it raises the very real possibility that lenses were provided to a patient with no knowledge of whether a valid prescription exists simply on the basis that some request was made and no response received.

Finally, Mr. Chairman, there are the websites who make no attempt at all to verify that a prescription actually exists. Two such examples are Vision Direct and Coastal Contacts. Both these sites simply say in small print that by placing an order you confirm you are a successful contact lens wearer with a valid prescription. There is no request for doctor information and no attempt to verify the existence of a valid prescription.

Just last week I received the following from a colleague describing an adverse event for a patient who obtained lenses off of one of these sites as follows: "Patient X has been ordering his contact lenses off the internet from Vision Direct. He was wearing Johnson/Johnson Acuvue lenses extended wear. While ordering a new supply of lenses from Vision Direct he inquired about the new 30-day continuous wear

lenses. They informed him that they did indeed have the lenses and were more than happy to supply the lenses to him. Vision Direct had never received a valid prescription from an optometrist or an ophthalmologist but had just started mailing lenses to him from the information which he provided to them from the lens parameters found on the contact lens boxes. They also changed him to the Focus Night/Day lenses without valid authorization. Worse yet, they never provided him with any information as to how long the lenses could be worn or how frequently the lenses needed to be changed to a new pair. Needless to say, without any direction, he started wearing the lenses anywhere from two to three months continually before he would change to a new pair of lenses. He would only change them when his vision became blurred or when the lenses started irritating his eyes. He came to my office complaining of very blurred vision and severe pain in his right eye. From my examination, I determined that he had developed very serious corneal stromal edema as well as a superficial keratitis. After three weeks of medical treatment, I was able to restore his vision back to the 20/20 level. These lenses were provided to this gentleman without a proper valid prescription or proper medical supervision. Thankfully the outcome in this case was good, however, it very possibly could have ended with severe vision loss."

Adding a simple provision to HR 2221 requiring sellers to provide doctors with basic information will address two important issues raised by these examples—first, it will reduce the number of lenses being provided inappropriately without a prescription; and second, it will allow doctors to respond more efficiently to requests and minimize the chance that they will be unfairly subjected to potential substantial penalties. In addition, this will actually promote fair competition among sellers, because some sellers will no longer have the advantage of disregarding the need for a valid prescription. This we believe is a reasonable approach that improves the bill with no undue burden on any party.

Our second concern is that lenses should be sold only when the existence of a valid, unexpired prescription is positively verified by the doctor. Why is this so important? Contact lenses are prescription medical devices regulated by the Food and Drug Administration. They can only be dispensed to patients with a valid, current prescription. In fact, the FDA has published a consumer advisory telling consumers not to order contact lenses by mail, phone or on the internet without a current prescription, because of health risks associated with contact lens wear. As the Federal Trade Commission staff pointed out in comments to the Connecticut Board of Examiners for Opticians in May 2002 there are significant health issues concerning the sale of contact lenses, primary among them being ensuring that contact lens wearers return to their doctors for regular eye examinations. The staff document correctly concludes, "The primary health care concern with contact lenses appears to be ensuring that contact lens wearers return to their doctors regularly for eye examinations. Customers incur health risks if they forego regular eye exams that would allow the optometrist or ophthalmologist to spot emerging health problems in the early stages." As noted in my previous example, that is a very real risk when lenses are provided without a properly verified prescription.

The only appropriate verification system consistent with the status of contact lenses as FDA regulated devices and the only way to be absolutely certain that these risks are eliminated, is one in which the seller either has a copy of the prescription or has it positively verified by the doctor. Anything less is subject to the vagaries of both technical and human error. You can't call the pharmacy and get a drug prescription filled unless the pharmacy has a copy of a valid prescription on file or gets approval from the doctor. It should be no different for contact lenses.

If the concern is that doctors will not comply, then make the penalties more severe. Having served in both state and national positions for many years, my strong sense is the penalties called for in HR 2221 are more than sufficient to capture the attention of the few practitioners who otherwise may not comply, but we don't have any qualms about increasing them substantially if some feel it necessary.

Again, Mr. Chairman, let me emphasize that we support the intent of HR 2221 to provide patients with their contact lens prescriptions, and to require doctors to respond to requests to verify those prescriptions. Our sole concern with the legislation is that it should also require sellers to provide doctors with basic patient information, in an appropriate manner, so we may respond efficiently, and require that prescriptions be positively verified by the doctor before lenses are sold. We believe this is a balanced and reasonable approach that addresses issues relating to both competition and health concerns.

Thank you for the opportunity to present testimony on this important issue. We hope you find our input useful, and that we can work with all interested parties to move this legislation forward in a positive fashion.

Mr. STEARNS. Thank you.
Mr. Hubbard, welcome.

STATEMENT OF ROBERT L. HUBBARD

Mr. HUBBARD. Good afternoon. Thanks for having me. It's a pleasure to be here.

I have been involved in this industry since March 1995. There's been far too much to discuss. And I apologize if I sometimes get into minutia or otherwise discuss items that really aren't as important here. I would prefer to respond to your questions. And otherwise I tried to provide written testimony that gave an overview of the position of the States and gave you some citations and the States would welcome any request for additional information, elaborate on some of the issues raised on that testimony and otherwise.

The summary of the written testimony is relatively straightforward. State attorneys general wholeheartedly support mandatory release of contact lens prescription. We have taken this position publicly.

The first example of this is in comments that the States gave to the FTC on the eyeglass rule at the time. And still the rule applies only to eyeglasses and mandates the release of prescriptions.

Back in 1997, we urged that it be extended to contact lenses. We thought that the reason it hadn't originally been extended to contact lenses had become outdated. And there have been other developments.

We think now 6 years later, it is even more so that that mandatory release is appropriate. Last year, 39 attorneys general joined a letter in support of the H.R. 2663, which supported mandatory release. And my testimony here today also renews that commitment to the State attorneys general in support for mandatory release of contact lens prescriptions.

The States have a lot of experience in this industry. In addition to the competition advocacy that I have summarized briefly, we have been engaged in a lot of litigation about this precise problem trying to ensure that competition is the rule of trade.

We have over time become quite skeptical of the health care claims that are made about the kind of difficulties that consumers face and the justifications for those restraints on health care. We have asked for and never gotten the kind of evidentiary support that we would find necessary to give those health care claims credence. We alleged in our litigation that such claims were deceptive. We were actively litigating that.

The settlement that we had in the disposable contact lens litigation addressed those deception concerns. We required that the AOA only make those health care claims when they were supported by data.

I just reiterate that health care claims have been made very since competition reared its head in this industry. And we would have expected there to have been a manifestation of those concerns and better documentation of them by now.

Finally, I note that I try to represent consumers. It's part of my job. It's what an attorney general tries to do. Consumers want their prescriptions. They want easy access to non-eye care practitioners

in order to buy contact lenses. There is a significant economic and other benefit to consumers being provided that. And, as I mentioned before, there's no documented harm for consumers going to alternatives, instead of their ECPs.

And I also note that the complaints that we hear about almost always, if not always, come from the professionals, not from the consumers themselves. It's not consumers that are complaining that they got their lenses. It's always the computer who is complaining that someone else sold the lenses. Thank you very much.

[The prepared statement of Robert L. Hubbard follows:]

PREPARED STATEMENT OF ROBERT L. HUBBARD [1]

I am pleased to testify here today on H.R. 2221. The States wholeheartedly support federal legislation that requires eye care practitioners (ECPs) to release contact lens prescriptions, which H.R. 2221 does. Unlike most physicians, eye care practitioners sell what they prescribe. Thus, individual ECPs derive substantial revenue from the sale of replacement contact lenses and have an economic incentive to withhold prescriptions from customers to prevent consumers from shopping for replacement lenses elsewhere. In light of that incentive and the power of ECPs over prescriptions, the bill helps give consumers what they need to make their own choices about where to buy replacement contact lenses.

IN RE DISPOSABLE CONTACT LENS ANTITRUST LITIGATION

As part of enforcing antitrust and consumer protection laws, state Attorneys General have an interest in maintaining open and competitive markets and have long been focused on markets for the sale of contact lenses. The most significant manifestation of that interest is *In re Disposable Contact Lens Antitrust Litigation,* which involves 32 States [2] and a certified class in the Middle District of Florida, Jacksonville Division, in front of United States District Judge Harvey Schlesinger. In that litigation, plaintiffs alleged the high price and limited availability of replacement contact lenses resulted from illegal collusion among contact lens manufacturers (Johnson & Johnson Vision Products, Inc. d/b/a Vistakon (J&J), Bausch & Lomb, Inc. (B&L), and CIBA Vision Corp. (CIBA)), the American Optometric Association (AOA), other groups of optometrists, and 13 individual optometrists. Plaintiffs charged that the illegal agreement made it more costly and difficult for consumers to buy replacement contact lenses from mail order firms or pharmacies.

In re Disposable Contact Lens Antitrust Litigation was a massive undertaking. The investigation that led to the litigation began with a complaint to Florida made by Monty Belote of the Florida Consumer Action Network. The effort included over 200 depositions, 45 motions for summary judgment, a docket sheet with over 1,400 entries, and five weeks of trial before a jury before plaintiffs reached a settlement with the last defendant. Even after the settlements, the states acted to enforce the injunctive relief provisions of the settlements.

One major theme of plaintiffs' claims was that the illegal agreement included making it difficult for consumers to get their prescriptions. The Attorneys General gathered and offered evidence showing systematic efforts by ECPs, their trade associations, and the other defendants to prevent consumers from obtaining or using their prescriptions. Aided by their trade association and contact lens manufacturers, ECPs exchanged ideas and discussed in their trade journals methods to discourage consumers from requesting their prescriptions or to make the prescriptions they did release less useful. They advised colleagues to refuse to give consumers prescriptions or make consumers sign waivers that absolve the eye care practitioner of "liability" in connection with the prescription.[3]

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[1] Director of Litigation, Antitrust Bureau, New York State Department of Law. I also serve as Chair of Plaintiff States' Steering Committee in the *Disposable Contact Lens Antitrust Litigation,* MDL 1030 (M.D. Fla.) and Chair of the Contact Lens Working Group of the NAAG Antitrust Task Force.

[2] Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Utah, Virginia, West Virginia, and Wisconsin.

[3] *See, e.g.,* Koetting, *I Want my Contact Lens RX,* Optometric Economics, 30-37 (February 1991); Kirkner, *10 Ways to Keep RXs from Walking,* Review of Optometry, 59-64 (Sept. 15, 1994) (article about a roundtable of optometrists discussing how to keep patients from using competi-

Ultimately plaintiffs settled with all of the defendants, and by order dated November 1, 2001, the Court granted final approval of the settlements.[4] B&L agreed to sell its lenses to mail order and pharmacies on a non-discriminatory basis, deposit $8 million into a settlement fund, and offer a benefit package valued at $121 to all consumers who purchased contact lenses since 1988.[5] B&L guaranteed it would distribute at least $9.5 million worth of benefits, by agreeing to deposit the difference between what was distributed and the $9.5 million into the settlement fund. J&J also agreed to sell its lenses to alternatives like mail order and pharmacies on a non-discriminatory basis. J&J agreed to deposit $25 million into a settlement fund, offer a benefits package to contact lens wearers valued at $100, guarantee distribution of $30 million in benefits, and pay up to $5 million to former wearers of J&J lenses.[6] AOA agreed to pay $750,000, and the 13 individual defendants agreed to pay $8,000 each. Additionally, AOA agreed to open access to replacement lenses for consumers and to not restrict where consumers can obtain contact lenses, including an agreement to refrain from opposing the release of contact lens prescriptions.[7] The Attorneys General hope that consumers will enjoy significant benefits as a result of these settlements.[8]

STATE COMPETITION ADVOCACY IN CONTACT LENS MARKETS

Still, States have long recognized that litigation and the fruits of litigation cannot address all of the competitive problems characteristic of contact lens markets. Litigation did not and cannot insure that every eye care practitioner releases prescriptions as a matter of practice. Litigation cannot address the fundamental structural problem in the market: that ECPs both prescribe and sell contact lenses. Thus, to protect further the interests of consumers in contact lens markets, states have also engaged in competition advocacy in support of consumers who buy and use contact lenses.

States engaged in competition and consumer advocacy in vision care markets generally when the States commented on the Federal Trade Commission's "Prescription Release Rule." That Rule was premised on the finding that many consumers had difficulty comparison shopping for eyeglasses because ECPs refused to release prescriptions. The Rule requires an ECP to provide the patient at no extra cost a copy of the patient's eyeglass prescription immediately after the eye examination is complete.[9] The Rule also: (1) prohibits the ECP from conditioning the availability of an eye care examination on an agreement to purchase ophthalmic goods; and (2) requires ECPs to release eyeglass prescriptions to their patients regardless of whether they request the prescription.[10] The automatic release rule alerts the consumer that the purchase of eyeglasses can be separate from obtaining an eye exam. Contact lenses were excluded from this rule because each pair required a new fitting.

For over twenty years that FTC Rule has mandated the release of eyeglass prescriptions, and the Rule has served consumers well. Mandating the release of eye-

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tors); Snyder, *Winning the War Against Mail Order Contact Lenses,* Optometry Today, Vol. No. 1 (1993). Koetting's article describes the specific practices used, as simple refusal to give prescriptions, falsely claiming that federal or state law prohibits release of the prescription, writing prescriptions for brands that are not widely available, or conditioning the prescription on signing by consumers of a waiver or disclaimer.

[4] State settlements are posted on the website of the State Enforcement Committee of the Antitrust Section of the ABA, at http://www.abanet.org/antitrust/committees/state-antitrust/home.html. The lens settlements on the settlement portion of that website, within the 11th Circuit portion of the list of settlements.

[5] The B&L benefits package includes: (1) a single $50.00 rebate per claimant on the purchase of four multipacks and an additional $25.00 rebate per claimant on an additional purchase of four multipacks of B&L disposable contact lenses; (2) a single $25.00 rebate per claimant on an eye examination, provided that the claimant also provides proof of purchase of Bausch & Lomb contact lenses; and (3) coupons and product samples for B&L lens care products.

[6] The J&J benefits package includes: (1) $50 off the purchase of four six-packs of J&J disposable lenses; (2) $25 off the cost of an eye exam; and (3) an additional $25 off a future purchase of four or more lens six-packs.

[7] The specific provision of the settlement between plaintiffs and the AOA concerning prescription release provides: "Consistent with state law, the AOA will not object to the release of contact lens prescriptions, except in the affirmative exercise of an optometrist's own medical judgment related to the specific, identified and documented health needs of a particular patient. The AOA will not develop, disseminate, or urge the use of forms designed to limit either the availability or utility of prescriptions. A form may contain reasonable expiration dates, limitations on refills and other provisions which are consistent with state law and good optometric practice." Settlement ¶ 5(a).

[8] Early in the litigation, the States also settled with CIBA and the other groups of optometrists.

[9] 16 CFR Part 456, (a)-(c), known as the "Prescription Release Rule," promulgated in 1978.

[10] *Id.*

glass prescriptions has fostered a competitive market for the retail sale of eyeglasses. Consumers have enjoyed ever increasing competitive alternatives for purchasing their eyeglasses. Consumers can have eyeglasses made in as little as one hour and at a very low cost.

The States' comments on the FTC rule in 1997 both supported continuation of the Rule and urged that the Rule be extended to contact lens prescriptions.[11] The States urged that mandatory release of contact lens prescriptions would have similar results, lowering consumer costs, as well as enhancing the healthier use of these lenses by consumers. Since the FTC had promulgated the eyeglasses Rule, the contact lens industry had developed in ways that justified adding contact lens prescriptions to the Rule. When the Rule was adopted, soft contact lenses were designed to be replaced annually, coinciding with the period typically recommended for reexamination by eye care practitioners. Beginning in the late 1980s, manufacturers began to market and sell what are now known commonly as "disposable" or "frequent replacement" contact lenses, which are designed to be replaced daily, weekly, or monthly. For these and other contact lenses, manufacturers developed methods that greatly lessened the quality control problems of late 1970s. Because contact lenses are now reliably reproduced, replacement contact lenses are no longer individually checked or individually adapted on the eye. Moreover, consumers have increasingly chosen lenses that are replaced frequently over other types of contact lenses, and selling replacement contact lenses has developed into a significant market. The FTC retained the Rule, but did not extend the rule to contact lenses.

States have reiterated their position that mandatory prescription release should apply to contact lenses. Thirty nine Attorneys General acted to support of federal legislation last year (H.R. 2663) that would have achieved that result.[12]

Mandating the release of contact lens prescriptions would still benefit consumers. Anti-consumer, anticompetitive practices have not ended. Enforcement proceedings in the *Disposable Contact Lens Antitrust Litigation* illustrated that many consumers still have significant difficulties getting their contact lens prescriptions. Forms implementing the practices discussed in the articles cited above continue to be used. Although twenty-six states require release of contact lens prescriptions, the specific requirements vary and anti-consumer, anticompetitive practices persist concerning contact lens prescriptions that are not permitted under the FTC eyeglass Rule. Federal legislation would create a uniform national rule and extend that rule to all of the nation's consumers.

The legislation would have a significant impact. Today, over 26 million consumers wear contact lenses. Alternative suppliers, like pharmacies, mail order, buying clubs, department stores, and discount merchandisers, give consumers a convenient and cost-effective method of purchasing replacement contact lenses. The alternatives typically apply a smaller markup than ECPs. These savings typically are passed on to consumers in the form of lower costs and increased convenience. Obtaining contact lenses from alternatives may also spare consumers the cost of an extra unnecessary office visit to an eye care practitioner.

HEALTH CARE CONCERNS HAVE NO EVIDENTIARY BASIS AND DO NOT JUSTIFY RESTRAINING CONSUMER CHOICE

The principal reason some ECPs advance for refusing to provide a patient with his or her contact lens prescription, at least when public policy makers are paying attention, is health care. By withholding prescriptions, ECPs argue they are ensuring that the patient comes back for eye care. If a consumer wants or needs replacement lenses, the ECP theoretically could force the consumer to return to the ECP's office and check the consumer's eye health. A receptionist or nurse could probe the consumer's habits or the ECP could perform an examination. This "consumer

[11] States Comments dated Sept. 2, 1997, of Attorneys General to the Federal Trade Commission re 16 CFR Part 456 (Spectacle Prescription Release Rule), available at the Legislative Advocacy portion of the State Enforcement Website, *supra* note 3. The states submitting those comments were Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Illinois, Iowa, Maryland, Michigan, Minnesota, New York, Ohio, Pennsylvania, West Virginia, and Wisconsin.

[12] Letters dated March 18, 2002 from State Attorneys General to Representatives sponsoring H.R. 2663, the Contact Lens Prescription Release Act of 2001, available at the Legislative Advocacy portion of the State Enforcement Website, *supra* note 3. The thirty nine attorneys general who joined that letter were from Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Nevada, New Hampshire, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oregon, Puerto Rico, Rhode Island, South Carolina, Utah, Vermont, Virginia, Virgin Islands, Washington, West Virginia, Wisconsin, and Wyoming.

health" argument is based on the theory that, as a "medical device," contact lenses require a professional's attention. Yet, replacement lenses are not and need not be individually fit by an eye care practitioner.

Contrary to this argument, mandatory prescription release would probably benefit consumers' ocular health. As the cost and convenience of buying replacement lenses improves, the safety of wearing contact lenses, particularly disposable or frequent replacement lenses, should also improve. If buying lenses is expensive and inconvenient, consumers may stretch wearing schedules or engage in other conduct to extend the life of their contact lenses. Wearing lenses for too long can harm consumers if the lenses become dirty or carry bacteria or viruses that would not develop if the lenses were replaced more frequently. Easier access to, and lower prices for, replacement lenses encourage consumers to use the lenses properly, thereby increasing patient safety.

In addition and based on their experience in the Disposable Contact Lens Antitrust Litigation, States are skeptical of the health care claims made by the opponents of prescription release. The litigation addressed significant disputes about the relationship between ocular health and the sale of replacement disposable contact lenses by alternative channels of distribution. The AOA claimed that sales by alternatives threatened ocular health, which plaintiffs alleged (and the AOA denied) was deceptive.[13] Plaintiffs alleged that a 1990 AOA presentation to the Food & Drug Administration was deceptive.[14] Plaintiffs also asserted that the AOA in 1992 decided not to survey the issue because the results might be that alternative channels did not threaten, and may even improve, ocular health, and that such a survey would have to be disclosed.[15] In addition, Plaintiff States propounded various contention interrogatories about studies on contact lenses and ocular health, including one asking the AOA to "Identify and describe all studies of which you are aware that discuss any effect the dispensing of contact lenses by alternative channels has on ocular health." In addition to objecting to the interrogatory, "the AOA state[d] it is aware of no specific study as defined [in the objection]."[16] Finally, arguing that the testimony had no scientific basis, plaintiffs moved to preclude expert testimony on whether alternative channels endangered the health and safety of consumers.[17] The AOA opposed that motion, which was undecided when plaintiffs settled with the AOA.

At plaintiffs' insistence and to settle those claims, the AOA agreed to limit what it could say and do concerning those health care assertions. Paragraph 5(h) of the settlement between plaintiffs and the AOA provides:

> The AOA shall not represent directly or indirectly that the incidence or likelihood of eye health problems arising from the use of replacement disposable contact lenses is affected by or causally related to the channel of trade from which the buyer obtains such lenses. Specifically, AOA shall not represent directly or indirectly that increased eye health risk is inherent in the distribution of replacement disposable contact lenses by mail order, pharmacies, or drug stores. This paragraph shall not prohibit the AOA from making such representations where such representations are supported by valid, clinical or scientific data.

Sales by ECP competitors do not give rise to any eye health problems that the AOA can "support by valid, clinical or scientific data."[18] The States have repeatedly asked the AOA to provide to the States any such data if the AOA becomes aware of such data, but no such data has ever been provided.

Moreover, this health care justification was properly rejected when forwarded to justify the refusal to release eyeglass prescriptions, and should now be rejected as a justification for refusing to release contact lens prescriptions.

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[13] Plaintiff States' Amended Complaint ¶¶ 49-55, Doc. No. 7 (97 CV 861); Florida Complaint ¶¶ 37, 41, Doc. No. 1 (94 CV 619); Consolidated Class Complaint ¶¶ 37, 40, Doc. No. 23.

[14] Florida's Consolidated Statement of Facts dated March 19, 1997, at 19-22, Doc. No. 270; Plaintiff States' Consolidated Statement of Facts dated Nov. 12, 1999, at 57-60, Doc. No. 849.

[15] Florida's Consolidated Statement of Facts dated March 19, 1997, at 29 n. 128, Doc. No. 270; Plaintiff States' Consolidated Statement of Facts dated Nov. 12, 1999, at 83 n. 241, Doc. No. 849.

[16] The AOA's Response to States' Third Discovery Requests to the AOA dated February 8, 1999, at 32.

[17] Plaintiffs' Motion *In Limine* to Preclude Expert Testimony of Louis A. Wilson, A. Christopher Snyder, Gerald E. Lowther and Oliver D. Schein, and Memorandum of Law dated Aug. 25, 1999, Doc. No. 774.

[18] Indeed, the AOA has not provided any evidence of consumer harm, which is quite telling. Disposable contact lenses were introduced and alternative channels began selling them in the late 1980s. The States would expect any consumer harm flowing from the sale of replacement contact lenses by alternative channels to have become manifest by now if there were such evidence.

Moreover, a theoretical concern that a patient will not follow health care directions without some coercion being applied does not justify withholding information from consumers or eliminating consumers' right to choose. The means of protecting the patient's health are obvious and straightforward. The ECP can and should give consumers full and complete advice about the need for proper and timely examinations. The ECP can set a reasonable expiration date on prescriptions. Product packaging and literature can fully inform consumers about the advisability of periodic examinations. ECPs can offer to set appointments in the future to encourage timely re-examinations and can contact patients with reminders at appropriate intervals. Yet, the consumer should be allowed to choose based on that information, and should not be forced to do what an ECP wants based on the practitioner's refusal to provide a prescription.

CONCLUSION

When buyers are free to select their suppliers based on the availability of reasonable prices, high quality service, and convenience, everyone benefits. Legislation mandating the release of contact lens prescriptions can move us closer to that goal. The states firmly support mandatory contact lens prescription release.

Mr. STEARNS. Thank you, gentlemen.

Ms. Gadhia, welcome.

STATEMENT OF AMI V. GADHIA

Ms. GADHIA. Good afternoon, Chairman Stearns and Ranking Member Schakowsky and members of the subcommittee. Thank you very much for providing me the opportunity to come here today. My name is Ami Gadhia. I am assistant legislative counsel with Consumers Union, the nonprofit publishers of Consumer Reports magazine. I am pleased to be able to share our views on H.R. 2221.

Consumers Union supports H.R. 2221, the Fairness to Contact Lens Consumers Act, because we believe that it will encourage vigorous and fair competition in the contact lens market and that it will ultimately result in lower prices and better service for consumers. Consumers should be able to obtain their contact lens prescription from their eye doctor so that they may shop around and buy contact lenses from the vendor of their choice in a marketplace that is allowed to be competitive. According to the AOA, 32 States have passed such laws.

In 1995 and 1997, Consumers Union's Southwest Regional Office conducted surveys of eye doctors in nine Texas cities to determine whether consumers could get their prescription from their eye doctor and use it to purchase lenses from the dispenser of their choice.

The 1997 survey showed that 65 percent of eye doctors surveyed refused to release a contact lens prescription to a patient. These results indicated that in the majority of situations, consumers were prohibited from purchasing contact lenses from lower-priced vendors. In 1997, the Texas legislature passed the Contact Lens Prescription Act, to which H.R. 2221 is comparable.

The 2000 survey and the subsequent survey analysis in January 2001 show that consumers have benefited from the Texas Contact Lens Prescription Act. Eye doctors have accepted that they must release a prescription to a patient. Consumers have acquired the power to shop around for lower-priced contact lens, and they have greater choices. In addition, eye doctors have responded to this more competitive marketplace by lowering prices and providing other services to patients, such as conveniently mailing lenses directly to them and selling lenses in 6-month bundles.

However, the 2000 survey also revealed certain areas of the Texas law that when put into practice still make it difficult for consumers to obtain their contact lens prescriptions. For example, while eye doctors surveyed said that they would now release prescriptions to patients, 57 percent said they would not release a prescription unless patients came back for follow-up visits, even if the patient had previously worn the same contact lenses.

H.R. 2221 addresses the issue of eye doctors conditioning the release of prescriptions on paid follow-up visits in section 2(b)(2). It prohibits eye doctors from requiring additional payment beyond the exam fee as a condition of prescription release. However, if an eye doctor were to condition the release of the prescription on an unpaid follow-up visit, it is our opinion that it would be violating the spirit, if not the letter, of the legislation.

H.R. 2221 also allows eye doctors to control the quality of care of patients and to require medically necessary follow-up visits. Section 2(a) of the bill states that the eye doctor must release the prescription to the patient upon the completion of a contact lens fitting. The bill further defines contact lens fitting in section 8, to include medically necessary follow-up examinations.

Section 3(3) also allows eye doctors to write a prescription that expires in less than the otherwise required 1 year if the patient's medical condition so warrants. In addition, patients must still rely on an eye doctor for exams to renew their prescriptions, check their vision, and to respond to any problems they are experiencing. And because contact lens are worn directly on the eye, any discomfort would lead those patients back to their eye doctors for help.

Eye doctors surveyed by Consumers Union also cited protecting themselves from liability as a reason to refuse to release prescriptions directly to patients. However, assuming that an eye doctor provides a reasonable level of care, it seems the doctors would have little to worry about in terms of liability, especially for the actions of another that result from the legal release of a prescription to the patient.

Concerns over the liability of eye doctors are perhaps misplaced because the lenses that consumers receive from a doctor's office are in most cases shrink-wrapped and packaged in the same manner as those consumers would receive from another vendor. The doctor-patient relationship is one based on care and trust, and doctors should not be able to force a consumer to continue seeing them by holding the consumer's lens prescription hostage.

Our experience with the Contact Lens Prescription Act in Texas indicates that the Fairness to Contact Lens Consumers Act would most likely result in lower prices and better service for consumers, and Consumers Union encourages its passage.

Thank you.

[The prepared statement of Ami V. Gadhia follows:]

PREPARED STATEMENT OF AMI V. GADHIA, ASSISTANT LEGISLATIVE COUNSEL, CONSUMERS UNION

SUMMARY

Consumers Union[1] supports H.R. 2221, the "Fairness to Contact Lens Consumers Act," because we believe that it will encourage vigorous and fair competition in the contact lens market, and that it will ultimately result in lower prices and better service for consumers. Consumers should be able to obtain their contact lens prescription from their eye doctor, so that they may shop around and buy contact lenses from the vendor of their choice in a marketplace that is allowed to be competitive. According to the American Optometric Association, thirty-two states have passed such laws.[2]

Two surveys conducted by Consumers Union's Southwest Regional Office in 1995 and 1997 indicated that in the majority of situations, consumers were unable to obtain their contact lens prescription from their eye doctor and that as a result, they were prohibited from purchasing contact lenses from lower-priced vendors. In 1997, the Texas Legislature passed the Contact Lens Prescription Act, to which H.R. 2221 is comparable.

An October 2000 follow-up survey and subsequent survey analysis in January 2001 show that consumers have benefited from the Texas Contact Lens Prescription Act. Eye doctors have accepted that they must release a prescription to a patient[3], consumers have acquired the power to shop around for lower-priced contact lens, and they have greater choice. In addition, eye doctors have responded to this more competitive marketplace by lowering prices and providing other services to patients.

The results of Consumers Union's survey in 2000 also demonstrated the possible cost savings for consumers because prices can vary dramatically. The cost of an eye exam ranged from $55 to $180. Prices for replacement boxes of contact lenses ranged from $18 to $42 for the same brand and type. Since buying lenses from the eye doctor may cost more, consumers benefit from immediate access to their prescriptions.

Although the follow-up survey also showed that some doctors were refusing to give patients their contact lens prescriptions by exploiting loopholes in the Texas law, the overall result of the law was that most eye doctors comply with the law by giving patients their contact lens prescription, and that consumers are reaping the benefits in the form of lower prices for contact lenses.

CONSUMERS UNION'S WORK IN TEXAS

In 1995, Consumers Union conducted a survey of optometrists and ophthalmologists ("eye doctors") in nine Texas cities[4] to determine whether consumers could get their prescription from their eye doctor and use it to purchase lenses from the dispenser of their choice. At that time, Consumers Union found that most eye doctors would not release the prescription to the patient, forcing consumers to purchase their lenses from the eye doctor who provided the exam. Consumes Union also determined from their 1995 survey that the price of such lenses varied considerably, and the practice of withholding the prescription limited the consumer's ability to shop for the best price.

In 1997, just before the introduction of the Contact Lens Prescription Act in the Texas State Legislature, Consumers Union again surveyed optometrists in the same

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[1] Consumers Union is a non-profit membership organization chartered in 1936 under the laws of the state of New York to provide consumers with information, education, and counsel about goods, services, health, and personal finance, and to initiate and cooperate with individual and group efforts to maintain and enhance the quality of life for consumers. Consumers Union's income is solely derived from the sale of *Consumer Reports*, its other publications, and from noncommercial contributions, grants, and fees. In addition to reports on Consumers Union's own product testing, *Consumer Reports*, with more than 4 million paid circulation, regularly carries articles on health, product safety, marketplace economics, and legislative, judicial, and regulatory actions that affect consumer welfare. Consumers Union's publications carry no advertising and receive no commercial support.

[2] "Passive Verfication: What's It Mean?", *Edited by Joseph P. Shovlin, O.D*, November 2002. Available at http://www.revoptom.com/index.asp?page=2_716.htm. Downloaded September 6, 2003.

[3] The Texas Contact Lens Prescription Act states that an eye doctor must provide the prescription at the time he or she "determines the parameters of the prescription." (Texas Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.156(b)). H.R. 2221 states that an eye doctor must release the prescription "upon completion of a contact lens fitting." (H.R. 2221 Section 2(a)).

[4] Austin, Corpus Christi, Dallas, El Paso, Houston, Laredo, Midland/Odessa, San Antonio, and Tyler.

nine Texas cities. Like the prior survey, this one was designed to recreate the actual experience of a consumer shopping for the best buy in contact lens care. From area phone books in nine cities, Consumers Union compiled a list of optometrists and eye care discount centers and made 71 contacts.[5]

Of the 71 inquiries to Texas Optometrists, only 24 responded that they would release a contact lens prescription to a patient. Forty-six practitioners, or 65 percent, refused to release the prescription to a patient. In addition to holding the prescription, some eye doctors also resisted competition by creating package deals that tied the consumer to them in the future. A typical package deal included the eye exam, a set of lenses, a follow-up visit, and a cleaning kit.

In addition, consumers were often unaware that their eye doctor would not release the contact lens prescription until *after* they purchased a package deal. They were therefore forced into returning to that eye doctor for their replacement contacts unless they wanted to pay for another exam.

Finally, the 1997 survey found that when a patient returned to the optometrist for replacement lenses, replacement costs varied widely.[6] A package deal that initially appeared to be a bargain may actually have cost consumers more in the long run. A patient could probably save money by paying for the eye exam only and having the prescription filled elsewhere.

THE TEXAS CONTACT LENS PRESCRIPTION LAW AND H.R. 2221

In 1997, the Texas Legislature passed the Contact Lens Prescription Act. This act requires eye doctors to give a patient their contact lens prescription upon request, at the time that the eye doctor "determines the parameters of the prescription."[7] The Texas law states that prescriptions expire after one year. Under the Texas law and the opinion of the state Optometry Board, eye doctors were also only required to give out a prescription once, so consumers who lost their prescriptions were left with no alternative but to purchase lenses from the prescribing doctor.

H.R. 2221 is comparable to the Texas law in that it requires eye doctors to release prescriptions for contact lenses to consumers. The Texas law requires the patient to request the prescription, while H.R. 2221 improves on this provision by requiring the eye doctor to give the prescription to all patients.

H.R. 2221 is also similar to the Texas law in that it requires prescriptions to be for at least one year unless medically indicated to expire in a shorter time period. This ensures that eye doctors do not place arbitrary expiration dates on the prescription to force the patient to return to the office for replacement lenses.

Another issue that arises when comparing the Texas law and H.R. 2221 is that of active versus passive verification by an eye doctor to a third party of a consumer's prescription. The Texas law was silent on the issue of verification, and H.R. 2221 requires the Federal Trade Commission to study this issue.

Consumers Union believes that as long as a vendor has a reason to believe that the prescription is still valid, i.e., as long as there is evidence of some kind (such as a fax of the prescription), then passive filling should be appropriate. A reasonable period of time for verification might be two days, but this is a debate best worked out between the eye doctors and vendors. Our goal is to ensure that consumers with a valid prescription can get it filled by whomever they choose, and to ensure that the system accommodates that choice.

THE TEXAS LAW IN PRACTICE

In order to determine if eye doctors were complying with the new Texas statute, in October 2000 Consumers Union conducted a follow-up to its two prior surveys. Consumers Union reviewed 44 complaints with the Texas Optometry Board[8], and surveyed optometrists in the same nine cities as in the prior surveys.

A January 2001 analysis of the October 2000 follow-up survey shows that consumers have benefited from the Texas Contact Lens Prescription Act. Eye doctors

[5] Consumers Union staff inquired as to whether or not each office would fill a contact prescription that was over six months old without first examining the patient's eyes; they asked how much a contact lens eye exam would cost the consumer if he or she wanted to be sure that their prescription had not changed; they asked if the optometrist would give us our contact lens prescription; and they requested prices of replacement lenses. To be consistent, the questions focused solely on *clear daily wear soft contact lenses.*

[6] In 1997, the replacement costs ranged from $40 to $140 a pair. Consumers Union does not have updated dollar figures for this survey result.

[7] Texas Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.156(b).

[8] While the complaint information was largely anecdotal, the files revealed interesting details about the process some consumers had to go through to get their contact lens prescriptions.

have accepted that they must release a prescription to a patient[9], consumers have acquired the power to shop around for lower-priced contact lens, and they have greater choice. In addition, eye doctors have responded to this more competitive marketplace by lowering prices and providing other services to patients, such as conveniently mailing lenses directly to them (and as is done by third-party contact lens vendors) and selling lenses in 6-month bundles.

However, the survey also revealed certain areas of the Texas law that, when put into practice, show ways that the Texas law can be improved upon. For example, while eye doctors surveyed said they would now release prescriptions to patients, most required follow-up visits before releasing the prescription, even for long-time contact lens wearers with no medical problems. Fifty-seven percent of optometrists would not release a prescription unless patients came back for a follow-up visit, even if the patient had previously worn the same contact lenses.

The review of the complaints filed with the Texas Optometry Board provided anecdotal evidence of a number of other barriers to competition in the contact lens market. About one third of contact lens complaints to the Board reviewed by Consumers Union involved follow-up cases where doctors refused to release prescriptions because patients did not come back for a follow up exam.

Under H.R. 2221, an eye doctor conditioning the release of a patient's prescription on a *paid* follow-up visit would be violating Section 2(b)(2) of the legislation. But even if the eye doctor were conditioning release of the prescription on a *free* follow-up visit, he or she would at the very least be violating the spirit of the legislation. While Texas legislation in 2001 failed to correct this problem, the Board of Optometry issued a rule later that year requiring that follow-up exams must be medically indicated and must occur within 30 days of the original fitting exam.

What is more, many patients who have worn contact lenses before do not need to return for a follow-up visit to finalize their prescription, and eye doctors have a clear financial interest in bringing consumers back into their store. A long-time contact lens wearer, and particularly a typical wearer of two-week disposable soft contact who likes his or her lenses, can probably be examined and "fitted" at a single visit for replacement lenses, according to the Contact Lens Clinic at the University of Washington.[10]

The 2000 Consumers Union survey also found evidence of eye doctors charging customers for a "service agreement" covering follow-up visits that tied the patient to that practitioner's office. Some eye doctors also refused to release the prescription if the patient's insurance company was late paying a claim. We see no reason why the consumer should be prevented from shopping around for the lowest price for contact lenses because of a dispute between the insurance company and the provider.

QUALITY OF CARE AND LIABILITY CONCERNS

The majority of optometrists surveyed by Consumers Union in 1997 cited two particular reasons for refusing to release prescriptions directly to all patients: to control the quality of care and to protect themselves from liability. Regarding the first concern, to ensure that a patient continues to receive quality eye care, most of those surveyed said that a contact lens is a "medical device" and therefore requires a professional's care. They say it is in the patient's own best interest that they do not release the prescription.

However, patients must still rely on an eye doctor for exams to renew their prescriptions, check their vision, and to respond to any problems they are experiencing. And, because contacts are worn directly on the eye, any discomfort will lead most patients back to their eye doctor for help.

In the case of replacement lenses, the primary protection of product quality rests with the manufacturer, since most eye doctors sell replacement lenses in pre-packaged containers, as do other dispensers.[11] Furthermore, regardless of the source, pa-

[9] The Texas Contact Lens Prescription Act states that an eye doctor must provide the prescription at the time he or she "determines the parameters of the prescription." (Texas Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.156(b)). H.R. 2221 states that an eye doctor must release the prescription "upon completion of a contact lens fitting." (H.R. 2221 Section 2(a)).

[10] Contact Lens Clinic at the University of Washington, http://www.depts.washington.edu/ophthweb/contacts.html. Downloaded September 7, 2003.

[11] If a consumer were given replacement lenses that had a broken seal, we would advise them to return the lenses for a different box, unless the patient has watched the optometrist remove them from the box. In reality, the eye doctor is not handing over the box of replacements; his employees are doing so.

tients who get these pre-packaged lenses can and should always check the expiration date on the package.

Regarding liability, many of the offices contacted in Consumers Union's 1997 survey said that the practitioner would not release the contact lens prescription to the patient for dispensing elsewhere because the prescribing eye doctor would still be held liable if the prescription were filled incorrectly by a different vendor. However, assuming that an eye doctor provides a reasonable level of care, it seems that doctors would have little to worry about in terms of liability, especially for the actions of another (e.g., either the third-party vendor or the lens manufacturer) that result from the legal release of a prescription to the patient.

CONCLUSION

Contact lenses are a fact of daily life for millions of consumers. The increasing popularity of daily-wear, 2-week, and 30-day disposable lenses means that the number of consumers seeking the most affordable contact lenses will only grow. Consumers Union supports H.R. 2221 because it will give consumers the means to shop around to find contact lenses at the best price.

Concerns over the liability of eye doctors are perhaps misplaced, because the lenses that consumers receive from a doctor's office are in most cases shrink-wrapped and packaged in the same manner as those consumers would receiver from another vendor. The doctor-patient relationship is one based on care and trust, and doctors should not force a consumer to continue seeing them by holding the consumer's lens prescription hostage. Our experience with the Contact Lens Prescription Act in Texas indicates that the "Fairness to Contact Lens Consumers Act" will most likely result in lower prices and better service for consumers, and Consumers Union urges its passage.

EXECUTIVE SUMMARY

In order to determine if Texas eye doctors are releasing contact lens prescriptions in compliance with the Contact Lens Prescription Act, Consumers Union recently conducted a survey in nine cities: Austin, Corpus Christi, Dallas, El Paso, Houston, Laredo, Midland/Odessa, San Antonio, and Tyler.

The survey showed that eye doctors are generally releasing prescriptions; however, many are requiring patients to attend follow-up visits and/or buy a first supply of lenses from them. These practices, and others currently allowed under the statute, ensure that consumers face an uphill battle if they want to shop around for the best deal in contact lenses.

- **Most eye doctors now release prescriptions,** although eye doctors have created a number of frustrating (but currently legal) barriers to the reasonable and fair use of the prescription:
  1. **57% of optometrists would not release a prescription unless patients came back for a follow-up visit,** even if the patient had previously worn the same contact lenses. About a third of contact lens complaints to the Texas Optometry Board reviewed by Consumers Union involved follow-up cases where doctors refused to release prescriptions because patients did not come back for a follow-up exam.
  2. The **prohibition against faxed prescriptions** prevents ready transfer to internet or 1-800 type distributors;
  3. Some eye doctors write prescriptions for the **minimum period** allowed under the law (one year) regardless of the individual's history with the lenses, and refuse prescription release if the customer has already purchased one year's worth of lenses;
  4. Some eye doctors charge customers for a **"service agreement" covering follow-up visits** that ties the patient to that practitioner's office;
  5. Eye doctors are **only required to give out a prescription once,** according to the Optometry Board, leaving consumers who lose their prescriptions with no alternative but to purchase lenses from the prescribing eye doctor; and
  6. Eye doctors may **refuse to release the prescription if insurance companies are late** paying a claim.
- Our survey found only two eye doctors who would not release a prescription at all. Four additional optometrists would not release prescriptions unless patients first bought an initial (three or six month) supply of contact lenses from them. Both of these practices are in direct violation of the Texas Contact Lens Prescription Act.
- Shopping for lenses and services saves money. The cost of an eye exam ranged from $55 to $180. Prices for replacement boxes of contact lenses ranged from

$18 to $42 for the same brand and type. Since buying lenses from the eye doctor may cost more, consumers benefit from immediate access to their prescriptions. When a person chooses an eye doctor, cost should not be the only factor, of course. Finding a doctor you can trust to provide quality care at a fair price may take time and research, but it pays off in the long run.

INTRODUCTION: THE CONTACT LENS PRESCRIPTION ACT

In March 1997, the Southwest Regional Office of Consumers Union released a survey of optometrists and ophthalmologists ("eye doctors") from nine Texas cities to see if consumers could obtain their contact lens prescriptions from their eye doctor and use them to buy lenses from the dispenser of their choice. At that time, Consumers Union found that most eye doctors would not release a contact lens prescription directly to patients. We also found that since the cost of contacts varied widely, eye doctors' refusals to release prescriptions limited a consumer's ability to find the best price.

In June 1997, the 75th Texas Legislature passed House Bill 196, "The Contact Lens Prescription Act" (recodified in 1999 as Chapter 353 of the Occupations Code). This Act made the release of contact lens prescriptions mandatory, but it also contained a number of loopholes that enabled eye doctors to manipulate the law to protect their contact lens sales.

If a patient requests a contact lens prescription during the initial or annual exam, the eye doctor must provide the prescription at the time he or she "determines the parameters of the prescription."[1] The legislation gave eye doctors the flexibility to determine a contact lens wearer's needs based on the ocular health of individual patients. For example, a new user might need to try new lenses for a week and return for a follow-up visit to be sure the new lenses worked properly. An existing wearer making no changes in the lens type might need only an exam and verification that the current lenses are comfortable.

Some eye doctors, with the blessing of the Texas Optometry Board, have instead used the flexibility granted by statute to create procedures that apply to every patient-in particular the follow-up visit requirement. Eye doctors who require a second visit can refuse to provide the contact lens prescription to those who did not return for the follow-up.[2]

Under the statute, the patient can request the prescription at any time while it is valid (prescriptions cannot be written for less than a year)[3] but if the prescription has already been filled by the eye doctor, the eye doctor can refuse to provide it.[4] Although the statute specifically requires eye doctors to extend the prescription time upon request of a patient, it does not specify that this extension applies to patients who have already purchased a full one year supply of lenses.[5] Because the prescription specifies the number of lenses, people losing or tearing a lens cannot replace it without another exam.

A "valid" prescription must be an original and picked up in person or mailed. A faxed prescription is not "valid."[6] Further the eye doctor is only required to provide the prescription once, according to Optometry Board interpretation.[7] The statute actually says that an eye doctor must provide the prescription "at any time during which the prescription is valid," and does not limit the number of times eye doctors must give out an original prescription.[8]

Eye doctors can refuse to release prescriptions for medical reasons, if financial obligations have not been met (including pending insurance claims), or if the request is made after the first anniversary of the patient's last eye exam. If the doctor refuses to release the prescription he or she must tell the patient the reason and document it in the patient's record.[9]

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[1] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.156(b).

[2] Texas Administrative Code, Title 22, Part 14, Chapter 279, Rule 279.7(b)(1). Also ibid.

[3] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.153 and 353.157(B)(5).

[4] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.103(d) and 353.152(6).

[5] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.155(b) and Optometry Board interpretations as expressed to consumers in responses to complaints, TOB complaint # 00065, March 1, 2000, and TOB complaint #00009, October 5, 1999.

[6] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.101 and 353.152(5).

[7] Texas Optometry Board complaint, TOB#00047, December 2, 1999, letter to complainant, 1/3/2000.

[8] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.156(c).

[9] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.157.

Eye doctors cannot charge a fee in addition to the examination and fitting fees as a condition for releasing the prescription. Eye doctors cannot make the release of a contact lens prescription conditional on a patient's agreement to buy contact lenses from the eye doctor.[10] However, Optometry Board action on consumer complaints indicates that eye doctors may be able to refuse patient requests for their prescriptions if patients do not agree to attend (and sometimes pay for) ongoing follow-up care. Eye practitioners who place unnecessary burdens on their customers in the name of "ocular health" violate the spirit, if not the letter, of the Contact Lens Prescription Act.

SURVEY 2000

In order to determine if eye doctors are complying with the new statute, Consumers Union conducted a new survey in October 2000 and reviewed 44 complaints filed with the Optometry Board related to contact lenses. While the complaint information is largely anecdotal, the files reveal interesting details about the process some people have to go through to get their contact lens prescription.

Consumers Union again surveyed optometrists in the same nine cities: Austin, Corpus Christi, Dallas, El Paso, Houston, Laredo, Midland/Odessa, San Antonio and Tyler. This survey found that while eye doctors now say they will release prescriptions to patients, most require a follow-up visit before releasing the prescription, even for long time contact lens wearers with no medical problems. In addition, complaints filed with the Optometry Board provide anecdotal evidence of a number of other barriers to competition in the contact lens market.

FINDINGS

- Two of 83 optometrists surveyed would not release a prescription at all, while four more would not release it unless patients first agreed to buy an initial supply of contact lenses from them. These are clear violations of the Contact Lens Prescription Act.
- 57% of optometrists surveyed would not release a prescription unless patients came back for a follow-up visit, even if the patient had previously worn the same type of contact lenses. About a third of the contact lens complaints to the Texas Optometry Board reviewed by Consumers Union involved follow-up cases where doctors refused to release the prescription because patients did not come back for their follow-up exam.
- Shopping for lenses and services saves money. The cost of an eye exam ranged from $55-$180. Prices for replacement contact lenses ranged from $18 to $42 for the same brand and type. Since buying lenses from the eye doctor may cost more, consumers benefit from immediate access to their prescriptions.

SURVEY METHOD

We conducted the survey in October 2000 by telephone in nine Texas cities: Austin, Corpus Christi, Dallas, El Paso, Laredo, Midland/Odessa, San Antonio, and Tyler. We compiled a list of 83 optometrists and eye care discount centers from area telephone books. Posing as long-time contact lens wearers, we asked questions designed to find the best buy in contact lens care. We asked what a contact lens exam and replacement lenses would cost. We also asked if our prescription could be released and if the procedure regarding initial exams and follow-ups could be explained to us.

To obtain consistent data, our questions focused solely on frequent replacement soft lenses because they are the most commonly used contacts (see page 7 for a description of common types of contact lenses). Of the 34 million contact lens wearers in the United States, 85% wear soft contact lenses.[11]

PRESCRIPTION RELEASE

Of the 83 respondents, most said they would release the contact lens prescription. Only two indicated that they would not. This is a significant improvement since the passage of the new statute.

But we found four additional offices that will not release contact lens prescriptions unless the patient buys the first supply (generally two boxes for use over three months) of lenses from them. By refusing to release contact lens prescriptions without strings attached, these eye doctors are not complying with the law. The Texas

[10] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.158.

[11] Contact Lens Council, Landover, Md., www.contactlenscouncil.org, download 11/1/00, based on 1999 data.

Contact Lens Prescription Act forbids eye doctors from refusing to release contact lens prescriptions or conditioning the release of a contact lens prescription on the patient's agreement to buy contact lenses or other ophthalmic goods.[12]

For consumers shopping for contacts and exam services, the terms that eye care offices use to describe what is required can be misleading. In our survey, many eye care offices said we would need to buy a "first set of lenses," or "first lenses," or a "first supply" or "pair of lenses" from them. In some cases this meant only a "trial pair" or two contact lenses (one for each eye). State law allows a charge for the lenses consumers take away in their eyes. To check the accuracy of our understanding, we made a second round of phone calls to all the doctors who required the purchase of lenses and determined that in four cases these general terms actually meant that the consumer must purchase boxes of lenses (a three or six month supply)—a clear violation of the statute.

Increasing shoppers' confusion, most eye care offices we called initially quoted us a package price that included the cost of a three month, a six month, or even a year supply of lenses. In most cases we had to specifically ask the office to give us only the cost of the exam and fitting (and any follow-up charge where mandatory), and then ask for the cost of lenses so we could compare these costs to other lens dispensers.

Despite the confusion, shopping still makes sense. Consumers who call for the best price can save $40 on each three month supply of lenses (two boxes), and as much as $90 on the cost of an exam. Exam costs ranged from $55 to $180.[13] While Tyler had a $30 difference in the highest and lowest cost of their exams, Austin had an $89 difference. When a person chooses an eye doctor, cost should not be the only factor, of course. Finding a doctor you can trust to provide quality care at a fair price may take time and research, but it pays off in the long run.

A consumer who can take a prescription anywhere to be filled may save significantly. When we shopped for a box of Acuvue soft lenses (each box has six lenses, or a three month supply) we found prices ranged from $18 to $42 per box, although prices within some cities tended to be closer. On average, optometrists in most cities charged $20 to $25 a box, although in Houston and El Paso the difference in the highest and lowest costs for boxes of Acuvue soft lenses was actually $20-with some offices charging twice as much as others.

Some optometrists quoted their prices in terms of six months or a year supply. In some cases-but not all-consumers can save money by buying in bulk. It can also pay to buy online. For example, on the day we checked, 1-800Contacts charged $19.95 per box of Acuvues, and the shipping was free for online orders. Lens Express also charges $19.95 per box of Acuvues; however, the price does not include a $5.95 shipping charge.[14]

Consumers in Texas face barriers to shopping on line or at discount centers. According to the Optometry Board, eye doctors are only required to give an original prescription to a patient once.[15] And faxes or photocopies of the original cannot be filled. Therefore consumers who lose their original prescription must purchase their lenses from the examining eye doctor thereafter.

And consumers who buy online may be told by their eye doctor that they must come in person, pick up an original prescription and mail it to the online service.[16] If consumers want to choose a different online service with a better deal a few months later, the eye doctor can refuse to provide a second original prescription. Finally, each prescription is written for a specific number of lenses. If a consumer tears a lens or loses a box, then the prescription can "run out" long before the year is up, and the eye doctor can require a new exam before writing it out again.

THE FOLLOW-UP VISIT

In our survey we found that 57% of eye doctors require follow-up exams before releasing a prescription, but 43% do not. The Texas Contact Lens Prescription Act does not require patients to return for a follow-up visit in order to take away their prescription. However, Board Rule 279.7 (issued by the Optometry Board before passage of the Act and still in place) requires every patient to have at least one follow-

[12] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.156 and 353.158(2).

[13] Many of the optometrists surveyed had two different prices: a price for exams and a package price. Packages include the exam, a set of lenses, a follow-up visit, and a cleaning kit.

[14] https://order.1800contacts.com/, http://www.lensexp.com

[15] Texas Optometry Board complaint, TOB#00047, December 2, 1999.

[16] Interview with Joe Zeidner and Jonathan Coon, 1800-contacts, December 11, 2000, and eye doctor written responses to Request for Release of Contact Lens Prescription.

up visit.[17] Almost half of the eye doctors surveyed are in violation of this rule, since they allow patients with no medical problems to take away their prescriptions after a single visit. These doctors are in compliance with the spirit of the statute, however.

The requirement that lens wearers return for a follow-up visit in order to get their prescription filled elsewhere creates an unnecessary barrier to competition and is clearly not aimed at the specific medical needs of individual patients. According to a recent FDA survey of eye care practitioners, the majority recommend annual visits for contact lens wearers.[18]

Among wearers who actually complained to the Optometry Board about their problems getting a prescription released, the follow-up visit restriction was one of the most commonly cited barriers. Consumers Union reviewed 44 contact lens complaints from the Texas Optometry Board. About a third involved follow-up, where doctors refused to release the prescription because patients did not come back for one of the doctor's recommended follow-up visits. Some of these were long time wearers of contact lenses.[19]

Nineteen-year old Ms. B. of Longview visited Childress Vision Clinic for a contact lens exam on November 24, 1998. She had already worn contacts for five years. According to the Childress Clinic, Ms. B. attended a follow-up visit on December 2 to fit the lenses and "allow the lenses to conform to their ocular environment." She sat in the office for about an hour with the lenses in her eyes. At that time the clinic sold her a "continuing service agreement" (costing $100 for a year) and told her that she would have to return for "contact lens progress evaluations." She returned again on December 30 to pick up her lenses, and the eye doctor scheduled her for yet another follow-up exam January 5. She did not show up for this visit.

In May, Ms. B called the Childress Clinic because she had ripped her lens. She did not like the price quoted for replacements and asked for her prescription. According to her mother, the clinic refused and the family could not get a satisfactory explanation. They asked their insurance carrier to intervene. "Our insurance company said Dr. Childress said he couldn't give the prescription because her exam wasn't complete," Ms. B's mother wrote to the Optometry Board. Her daughter had in fact visited the office three times in the course of a month, and had apparently experienced no trouble with the prescription thereafter. The "service agreement" she purchased required her to return for an exam every six months, in addition to the series of initial exams.

When her mother complained to the Optometry Board, the eye doctor agreed to a fee refund but did not agree to provide a copy of the prescription. The Board wrote to the family that "the complaint is the type of business dispute which is not within the Board's jurisdiction," and further noted that the eye doctor had offered her a fee refund. The Optometry Board closed its file.[20]

This "service contract" was not a singular incident. Some eye doctors require a patient to sign up for a long-term contract of ongoing care, and if they are not available for that ongoing care, they cannot have their prescription.

Amy Greer, a medical student in Lubbock, went to an eye doctor in her home town of North Richland Hills for a contact lens exam and prescription in the summer of 1999. At that time, the office charged her $120 in exam fees, including a $66 fee for "professional fees which include any contact lens related visits for a year." She did not purchase contact lenses, but a few weeks later she asked for her prescription. At that point, the eye doctor told her that since she would not be available for "ongoing follow-up care" he would refund her fee of $66 and forward her exam records to a doctor in the Lubbock area, but he did not agree to give her the prescription.

"I am professionally liable for patients for which I write contact lens Rx's," he told the Optometry Board. "We do routinely release contact lens Rx's as long as the patient realizes that we are still the prescribing doctor and responsible for follow-up care services. It is hardly fair to ask a doctor to be responsible for a patient for an entire year and then not allow the doctor access to that patient to insure that all is physiologically well as per FDA guidelines."

According to this doctor, patients should return for follow-up visits at least every three months for extended wear contacts, and every six months for daily wear con-

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[17] Texas Administrative Code, Board interpretation number seven, Rule 279.7

[18] An FDA Survey of U.S. Contact Lens Wearers, Contact Lens Spectrum, July 1997. Available on the FDA web site at www.fda.gov.

[19] Texas Optometry Board complaints, TOB #s: 99098, 00008, 99058, 98137, 99051, 99116, 00100, 99080, 00113, 99059, Vicki Amos 1999, Michael Morrow 1999, Deborah Young 1998, Maggie Saucedo 1999, Patricia Novoa 1999.

[20] Texas Optometry Board complaint, TOB#99098, June 25, 1999.

tacts. According to the final letter from the Optometry Board to Ms. Greer, the doctor is not required to release a contact lens prescription if no examination "and/or follow-up" is provided to the patient. The Board recommended that she seek out an eye doctor in Lubbock, which she ultimately did, having to pay her exam fee all over again.[21]

How much care is really needed for regular contact lens consumers who are comfortable with their contacts?

Most medical doctors do not sell pharmaceuticals or medical devices (the Food and Drug Administration categorizes contact lenses as a medical device). Physician investment in labs or testing facilities to which they refer patients is restricted to prevent a conflict of interest. The law places physicians at an arm's length from companies that profit on the tests, medical devices and drugs they prescribe because profit on these items might affect their medical judgement. In particular it might lead to overprescribing and unnecessary care. But eye care practitioners may sell the items they prescribe and make a profit. In this case, the financial interest in bringing people back to the office, where they will very likely purchase their lenses, may lead some eye doctors to overstate the medical need for follow-up visits. Eye doctors who place unnecessary burdens on all of their customers in the name of "ocular health" violate the intent of the Contact Lens Prescription Act, and illustrate the conflict of interest that exists when one business both prescribes and sells a medical product.

THE "FITTING"

Eye doctors say follow-up visits are required to complete the "fitting," for which they typically charge a fitting fee. But what exactly is the "fitting," and does it require multiple visits to the eye doctor?

In general, the eye exam measures the power of the prescription, while the fitting measures the shape of the front surface of the eye. The eye doctor typically uses an instrument called a keratometer to determine the proper curve and size for the contact lens. The eye doctor may also measure the dryness of the surface of the eye, making sure that once placed on the eye the lens fits and moves properly.

For most consumers there is no bright line between the end of the "exam" and the beginning of the "fitting" except that they believe both are generally done when they leave the office, especially if there are no changes in brand or type of lenses. A long-time contact lens wearer, and particularly a typical wearer of two week disposable soft contacts who likes his or her current lenses, can probably be examined and "fitted" at a single visit for replacement lenses, according to the Contact Lens Clinic at the University of Washington.[22]

But many eye doctors link the practice of "fitting" the lens with the follow-up visit requirement. "Fitting" must be "complete" before the office will release a prescription. When Laura A. of Austin, a contact lens wearer of several years, went with her father for an exam, he disputed the "fitting" charge prior to the start of the exam. Before even looking at Laura's eyes or her prescription the staff informed him that follow-up was mandatory.

"He was not pleased that we charge the fitting fee since she had been wearing contacts for several years," wrote the optometrist. "We explained that even though she had been wearing lenses, we did not have any record of that and she would need to be treated as a new patient and return for a follow-up visit."[23] For this office, there was no distinction between "fitting" and the follow-up requirement. And when Laura did not return for the follow-up visit, the office later told her father that he could not have her prescription.

In some cases, eye doctors link the "fitting" directly with the purchase of a supply of lenses. If the consumer does not purchase a supply of lenses from the eye doctor, he or she won't "finish" the "fitting" and therefore does not have to provide the contact lens prescription to the patient. When the eye doctor is willing to sell boxes of lenses directly without a follow-up exam, but not willing to give the consumer a prescription to buy those same boxes somewhere else without a follow-up exam, he or she is circumventing the law.

Vicki A. of Houston wrote to the Board in 1999 after she was denied her son's contact lens prescription. Her son Mat was already a disposable soft contact lens wearer. During the initial visit the eye doctor examined the boy's eyes, measured them for contacts ("refitting"), and placed contacts in his eyes. While the eye doctor

[21] Texas Optometry Board complaint, TOB#99116, August 24, 1999 and telephone interview with Amy Greer, December 13, 2000.

[22] Contact Lens Clinic at the University of Washington, www.depts.washington.edu/ophthweb/contacts.html. Downloaded December 13, 2000.

[23] Texas Optometry Board complaint, TOB#99080, April 23, 1999.

was placing the lenses, a staff person explained the charges: $60 exam fee, $50 for "fitting" and unlimited follow-up visits, and $90 for 4 boxes of lenses (a six month supply).

Ms. A. did not want to purchase the lenses from the eye doctor, and asked if she could have the prescription at the end of the fitting. "I asked if I could pay for the trial pair and the fitting charges, and just get the prescription," she wrote. At this, the staff person instructed her son to remove the trial lenses from his eyes and said that if she didn't order the contacts her son could not wear the trial pair home. According to Ms. A., she would have to purchase six months of lenses "in order to continue with the fitting" and come back in six months for a follow-up visit. At that time, she could finally have the prescription if she wanted it.

When queried by the Optometry Board, the eye doctor declared that her son had "poor hygiene techniques" and needed six months of observation. The Optometry Board told Ms. A. that this was "a matter between the doctor and patient" and not within its jurisdiction.[24] Ms. A. was not the only consumer to complain to the Board that eye doctors require patients to purchase six months worth of lenses before finalizing the prescription and releasing it.[25]

Doctors cite two main reasons for requiring follow-ups and/or requiring the patient to buy the first set or supply of lenses from them: finalizing the prescription ("fitting") and liability.

But many patients who have worn contact lenses before do not need to return for a follow-up visit to finalize their prescription, and eye doctors have a clear financial interest in bringing consumers back into their store. This conflict leads consumers to believe that there may be no medical basis for the return visit for "fitting" completion.

People are used to seeing a medical doctor for a problem and having their prescriptions filled somewhere else. If the prescription is not satisfactory, they return to the doctor to discuss it. Similarly, contact lens wearers who have discomfort in their eyes will undoubtedly call or return to the eye doctor. If they do not return and purchase contact lenses on their own, the Texas Contact Lens Prescription Act says that eye doctors are not liable for a patient's subsequent use of a contact lens prescription.

According to the Act, "a physician, optometrist, or therapeutic optometrist is not liable for any subsequent use of a contact lens prescription by a patient if the physician, optometrist, or therapeutic optometrist does not examine the patient."[26]

INSURANCE

Under the Contact Lens Prescription Act, an eye doctor may refuse to provide a prescription if the consumer has not paid for the examination and fitting. Consumers who pay in cash generally pay on the way out and do not owe the eye doctor money. However, consumers who have vision coverage through their health insurance may only pay a copayment or a portion of the charge. If the insurance does not pay immediately, or if the eye doctor does not file the claim properly, consumers are told that they cannot have their prescription.

Tangela J. of Dallas went to an eye doctor for a contact lens exam and fitting. She paid $79 for the exam and contacts, and her insurance company would pay the office an additional $20. When she returned to the office to pick up her lenses, she asked for her prescription. The eye doctor told her that the insurance company had not yet paid the $20 so he did not have to release the prescription. When she called her insurance company, they said she had paid the correct amount and he should give her the prescription. She returned to the office again, and this time got her prescription-but only after the eye doctor confirmed by phone that the insurance check was in the mail.[27]

Insurance companies who cover eye care sometimes prohibit eye doctors from withholding prescriptions over disputed claims, and include this in the contract between the doctor and the company. Even this is not foolproof.

In the spring and summer of 1998, the five members of the H. family all went to an Austin eye doctor for exams and to renew their contact lens prescriptions. In September, the family was transferred to Idaho. Mr. H. contacted the eye doctor to collect their prescriptions and was told that "because my insurance carrier had not completely paid on the claims submitted to them for the services rendered" the office would not release the prescriptions. According to the insurance company, most of

[24] Texas Optometry Board complaint, [no complaint number], May 24, 1999.

[25] Texas Optometry Board complaint, TOB#99003, September 18, 1998. Texas Optometry Board complaint, TOB#99106, July 15, 1999.

[26] Occupations Code, Chapter 353, Contact Lens Prescription Act, Article 353.201.

[27] Texas Optometry Board complaint, TOB#00114, August 28, 2000.

the claims had been paid and the only pending claim had been filed improperly and returned to the eye doctor for refiling. The insurance company also informed Mr. H. that its contract with the eye doctor prohibited him from withholding prescriptions over disputed claims.

The family had to move without their prescriptions, and get another eye exam in Idaho. According to the eye doctor, the delay was the insurance company's fault. The eye doctor did not deny holding the prescription while he waited for payment, but he ultimately agreed to reimburse the family for their repeat exam.[28]

No medical doctor outside the eye care arena would consider holding a prescription hostage to ensure payment of outstanding insurance claims. Eye doctors have been granted a special right to do this, regardless of the patient's needs. Insurance companies who prohibit eye doctors from withholding prescriptions recognize that this not good medicine, but it will continue as long as it is specifically allowed by law.

RECOMMENDATIONS

In order to ensure greater consumer choice when buying contacts, we recommend that the **Texas Optometry Board:**

- adequately enforce existing requirements that prohibit optometrists from attaching across the board conditions to the release of contact lens prescriptions. Optometrists who require customers to buy a first supply of lenses from them before they will release the prescriptions are violating the Texas Contact Lens Prescription Act.
- change its follow-up visit rule to correspond to current law. This rule as currently written-and the practice of requiring all patients to return for follow-up exams generally-is not consistent with the intent of the law. It protects an eye doctor's contact lens sales by tying access to lenses to the re-examination process while barring consumers who prefer to shop online, at discount centers or elsewhere. Rather than focusing on the health of the patient, this rule creates a blanket policy for all customers even if they have been wearing contact lenses without trouble for years.

To encourage competition and ensure access to contact lens prescriptions, the Texas Legislature should amend the Contact Lens Prescription Act to:

- prohibit eye doctors from filling a prescription that they have refused to release, unless the refusal is based on the patient's ocular health as allowed under Section 353.157(b)(2);
- prohibit eye doctors from refusing to release a prescription based on a bill or portion of a bill that remains unpaid due to a pending or disputed insurance claim;
- specify that consumers may collect an original contact lens prescription more than once while it is valid;
- allow dispensers to fill faxed prescriptions with a telephone confirmation, enabling consumers to effectively access 800 line and Internet discount firms;
- apply the mandatory extension of a prescription to both the length of time the prescription is valid and to the number of contacts a person may buy on that prescription. This will ensure that a consumer who loses or damages a lens or box of lenses can purchase new lenses without having to pay for another exam.

CONCLUSION

The Texas Contact Lens Prescription Act was intended to give consumers the right to take possession of their contact lens prescriptions in order to purchase contacts from the dispenser of their choice in a competitive marketplace. It has partially succeeded, but since its enactment some eye doctors have found new ways to protect their contact lens sales.

By requiring follow-up exams and/or the purchase of a first set or supply of lenses, eye doctors are limiting consumer choice. They are instead attaching conditions to the release of prescriptions, which makes it harder for the patient to buy lenses from other vendors. In contrast, this is not the case in the rest of the medical field, where doctors examine patients and release prescriptions to be filled by any dispenser.

Consumers should have the choice to buy their contact lenses from other vendors and not be forced to buy boxes of lenses from the doctor who examined them. Consumers who have worn contacts for a while without health complications should also have the choice to see the doctor for the initial exam and then receive their prescriptions instead of having to return for a follow-up exam. If there is discomfort because

[28] Texas Optometry Board complaint, TOB#99057, February 16, 1999.

of the lenses, these patients are likely to return to the eye doctor just as they would with any other doctor who wrote a prescription.

Mr. STEARNS. Ms. Venable, welcome.

STATEMENT OF PEGGY VENABLE

Ms. VENABLE. Thank you, Mr. Chairman, members. Thank you for inviting me. I am Peggy Venable. I'm State director of Texas Citizens for a Sound Economy, and I represent 25,000 Texas consumers. We are also the State affiliate of National CSE, which has a membership of over 270,000. We support free market public policies and educate citizens on those.

We applaud H.R. 2221 and its sponsors for introducing real competition and consumer choice into the contact lens market and working to eliminate the hurdles currently impeding the consumer's ability to purchase from the retailer of their choice.

This is an important issue to consumers. I have worked with our members and other Texas consumers, and I am familiar with the regulatory hurdles which currently limit consumer choices in Texas. First, the contact lens consumers are often unaware that they have the opportunity to shop for contact lens. Of those who do know they can take their prescriptions to a retailer, many are frustrated by a system which allows the prescriber essentially to veto their purchasing decision by virtue of the positive verification system.

Positive verification requires the prescribing eye care professional to respond to a retailer's request and to verify that the prescription is valid and current. Unfortunately, delays and outright failure to respond to the verification process eliminate those consumers' choices. That's what I would like to address today: the challenges that positive verification place on the consumers' ability to shop.

During the last regular legislative session in Texas, which ended late May, CSE supported legislation which would have established a passive verification process similar to California law. It allowed time for a prescriber to respond. And if they didn't respond, the retailer would be able to assume the prescription was valid since it was not challenged by the prescriber and filled that prescription.

Unfortunately, that legislation did not pass. And currently Texas process doe not serve the consumer well. The Texas Board of Optometry acknowledged 2,500 complaints from consumers who were unable to get their prescription filled. I should note that of those, their representative in testimony before the State legislature said only two of those were valid. We found this assumption and this proclaimant to be outrageous and irresponsible and a dismissal of those consumer complaints.

Prior to that April hearing in Texas, we contacted around 100 of the consumers who had filed formal complaints. Of those I talked to personally, none said their complaints had been addressed. A few said they had been contacted by mail from the Texas Board of Optometry just days prior to the hearing with a letter asking for more information.

These consumers are frustrated. Some are angry. And they felt they had nowhere to turn for help. Of those that had received a letter from the TBO, there were three that I talked to. They said they

felt the TBO was placing yet another hurdle in front of them, rather than providing them with answers and relief.

Now, it's not my objective to impugn the optometrists, their association, or the board. However, there exists a practice of failing to verify the prescription, and consumers have no recourse. The lack of competition appears to reveal a potential conflict of interest on the part of the prescribing eye care professional.

It is our objective to find a remedy that allows consumers access to their prescriptions and promotes consumer choice. H.R. 2221 addresses that concern by requiring the eye care professional to provide, to physically turn over to the, patient a copy of their prescription. This addresses one problem. But when the consumer decides to purchase online or over the phone, then the eye care professional must be asked to verify that prescription. And passive verification seems to be the only way to address this problem.

In summary, H.R. 2221 would provide relief to consumers and clarify the role of the optometrist as health care provider while making their role as potential retailer distinct and separate and subject to competition. They must be taken out of the position of being able to deny consumers a choice when purchasing contact lenses.

Medical doctors don't fill their own prescriptions. When I take or call my prescription to my pharmacy or an online retailer, my doctor responds within hours if there are questions about that prescription. This legislation opens the door to providing consumers that kind of relief.

And I thank you for the opportunity to appear here today and share with you our experience in Texas.

[The prepared statement of Peggy Venable follows:]

PREPARED STATEMENT OF PEGGY VENABLE, DIRECTOR, TEXAS CITIZENS FOR A SOUND ECONOMY

Mr. Chairman, Members of the Committee, Ladies and Gentlemen. I am Peggy Venable, state director of Texas Citizens for a Sound Economy and represent the 25,000 members of Texas CSE. We are the state affiliate of the national organization, which has a membership of over 270,000 citizens. Citizens for a Sound Economy's mission is to educate citizens on, and to promote the adoption of, free-market policies, which we believe benefits consumers and citizens generally.

We applaud H.R. 2221, the "Fairness to Contact Lens Consumers Act," and its sponsors for introducing real competition and consumer choice into the contact lens market and working to eliminate the hurdles currently impeding the consumer's ability to realize the benefit of an open market in the purchase of their contact lenses.

This is an important issue to consumers. I have worked with our members and other Texas consumers and am familiar with the regulatory hurdles which, though originally well intentioned, currently limit consumer choices in Texas. Consumers care about this issue, and though some may not choose to purchase their contacts elsewhere, they want and deserve the opportunity to do so. Some will continue to purchase from their eye care professional, others will opt to shop for their contacts. The consumers I've spoken with cite either price or convenience, or both, as considerations in their purchasing decision.

However, currently the contact lens consumer is often either unaware that they have the opportunity to shop for contact lenses or they are hampered in doing so due to the verification process requirements. Of those who do know they can take their prescriptions to a retailer, many are frustrated by barriers inherent in the positive verification process which is used in Texas.

Before a consumer can purchase contact lenses in Texas, the positive verification system requires the prescribing eye care professional to respond to a retailer's request to verify that a prescription is valid and current. Unfortunately, delays and

failure to respond to the verification process thwart the ability of many to purchase contact lenses from competitive providers.

We would like to pass legislation in Texas to replace positive verification with passive verification similar to California's, which would provide the relief consumers need and deserve. That is what I would like to address today—the challenges positive verification places on the consumer's ability to shop.

During the last regular legislative session in Texas, which ended late May, CSE supported legislation which would have established a passive verification process. The proposal—similar to California laws—allowed a reasonable amount of time for a prescriber to respond, and if they did not respond after that period of time, the retailer would be able to assume the prescription was accurate (since it was not challenged by the prescriber) and fill the prescription. That legislation did not pass and was ardently opposed by optometrists. Texas consumers seeking to shop for contact lenses are left with the positive verification process, which was limiting customer choice.

The current Texas process is not serving the consumer well. The Texas Board of Optometry (TBO) acknowledged 2,500 complaints from consumers who were unable to get positive verification for their prescriptions. Earlier this year, I personally talked to some of those consumers who had filed formal complaints and was told that they were either still wearing their old contacts—which I understand is potentially harmful to ocular health and an unfortunate consequence of the current law's limitation on consumer choice—or had gone to another optometrist, or had returned to their prescribing optometrist and had their prescription filled there.

I should note that of the over 2,500 complaints acknowledged by the TBO (though there are some indications that they had received thousands more complaints), surprisingly, their representative earlier this year said that they had found only two of them to be valid. We found this to be an outrageous and irresponsible dismissal of the complaints of consumers who could not gain access to their contact lens prescriptions. Many of those consumers I contacted were further outraged that the Board had not addressed their concerns.

Of the almost 100 consumers we personally contacted who were denied access to their prescriptions and had filed formal complaints, most told me that their complaints had either not been addressed; a few said they had been contacted by the TBO just days prior to the hearing saying more information was needed. This was frustrating for consumers and they felt the TBO was placing yet another hurdle in front of them, rather than providing them with answers and relief.

It is not my objective to impugn the optometrists of Texas, their association, or the Texas Board of Optometry. However, there exists a widespread practice of failing to verify the prescription, making competition moot. The lack of competition is harmful to the consumer and appears to reveal a potential conflict of interest on the part of the prescribing eye care professional.

It is our objective to find a remedy that allows consumers access to their prescriptions and lets them exercise their rights to purchase from the retailer of their choice. H.R. 2221 addresses that concern by requiring the eye care professional to provide patients with a copy of their prescription. But when the consumer decides to purchase online or over the phone, then the eye care professional must be asked to verify the prescription.

Consumers are best served when the prescriber has a set period of time in which they are required to respond to the retailer. Failure to do so harms consumers financially and may be harmful to their ocular health.

We have also gone on record recommending a two-year prescription rather than the one-year expiration period currently mandated in Texas law. That alone would save each Texas contact lens consumer around $110 a year, the cost of an annual exam.

In summary, H.R. 2221 would provide relief to consumers and clarify the role of the optometrist as healthcare provider while making their role as potential retailer distinct and subject to competition. In a market with potential barriers to competition, they must be taken out of the position of being able to deny consumers a choice when purchasing contact lenses.

With an ineffective verification process, only eye care professionals have the opportunity to fill the prescription which they write. Medical doctors do not fill their own prescriptions. When I take—or call—my prescription into a pharmacy or an online retailer, my doctor responds within a few hours if there are questions.

There are inherent problems with the prescriber also being the retailer in a market that contains effective barriers to competition. Unfortunately, those problems have not been addressed in Texas by the professional board's self-policing practices. The legislation introduced by Rep. Burr would begin to address not only potential conflicts of interest, but also the larger question of competition and customer choice.

We support a passive verification process in which the optometrist has the opportunity and responsibility to review the prescription prior to it being filled by the retailer of the consumer's choice. If the optometrist or ophthalmologist fails to respond within a reasonable period of time, then the retailer should be able to assume the prescription is valid and fill the consumer's order.

This legislation opens the door to providing consumers that relief.

Thank you for the opportunity to appear before you today and share with you our experience in Texas.

Mr. STEARNS. I thank you.

I will start with the first set of questions. Let me just ask Dr. Cummings just as an opening statement, when I decided that I want to get a book, I can go through Amazon.com or Barnesandnoble.com and buy it or I could go to the store itself, some of the stores, Books-A-Million.

Likewise, a lot of senior citizens in my congressional district buy drugs from Canada. And they go to their doctor. The doctor gives a prescription. The prescription is sent up there to Canada, either to a doctor or to a service, and they get the drugs.

So it seems to me that there is a universal application here that if a person wants to get their contact lens through the Internet, they should be able to. Do you agree with that?

Mr. CUMMINGS. Yes.

Mr. STEARNS. Okay. So, then, if you're the doctor, you're my optometrist, I come to you and ask for the prescription so I can have it on my own, you have no objection?

Mr. CUMMINGS. No.

Mr. STEARNS. Okay. So then I take this and give it to the 1-800, and we have completed that. Now it turns out that the 1-800 needs the prescription and they want to call you for it. What is your objection specifically from just giving it to them if I give you the okay? If I say to you as a patient, "It's okay to give it to the 1-800," why wouldn't you want to give it?

Mr. CUMMINGS. I have no objection to verifying the prescription with 1-800.

Mr. STEARNS. So I say to you, "I want to have this 1-800 call you. Please verify it"?

Mr. CUMMINGS. Yes.

Mr. STEARNS. So right now based upon what I just told you, it seems like you would support the bill.

Mr. CUMMINGS. If there were certain safeguards put in place around the verification process.

Mr. STEARNS. So we're at this point where what I hear from you—I've heard both sides in the opening statements—what I hear from you—and you're the main person here who would be the person objecting to the bill—is that you support the bill with reservations. Is that an accurate statement?

Mr. CUMMINGS. That's accurate.

Mr. STEARNS. Okay. And the reservations are you just want to ensure safety for the patient; and, two, you want to ensure that there is no culpability on the optometrists' part because the 1-800 fusses up the prescription?

Mr. CUMMINGS. Correct.

Mr. STEARNS. So those are the two reservations?

Mr. CUMMINGS. Yes.

Mr. STEARNS. And if we put in place in this bill and convince you that we have that, then you would support the bill?

Mr. CUMMINGS. If the safeguards are put in place totally so a person cannot get contact lenses without a valid prescription, then we would——

Mr. STEARNS. Okay. So you said you would support the bill with the two reservations. Now it's just a question of whether the author of the bill and the people on the subcommittee believe that those reservations are already taken care of.

Now, it appears two-thirds of the States in the union support this idea and have already passed a bill something like this. Isn't that true?

Mr. CUMMINGS. Two-thirds have passed a legislation that mandates that a contact lens prescription has been released——

Mr. STEARNS. Prescription release.

Mr. CUMMINGS. Prescription release. Now——

Mr. STEARNS. Yes. And you support that idea?

Mr. CUMMINGS. Yes. Now, States have——

Mr. STEARNS. You have no objection to any of these two-thirds State laws that were passed by State legislators——

Mr. CUMMINGS. Some of them we do, not on the prescription release piece of it.

Mr. STEARNS. Okay.

Mr. CUMMINGS. But on the verification piece of it, we feel that some States have better verification than other States.

Mr. STEARNS. Okay. Ms. Martinez, is there any kind of public education campaign in Texas to inform consumers of their rights relative to contact lens prescription release that you know of?

Ms. MARTINEZ. I have never seen any campaign.

Mr. STEARNS. Ms. Venable, are you or——

Ms. VENABLE. I'm unaware of no public education regarding that.

Mr. STEARNS. Mr. Beales, what was the impact of the FTC's eyeglass rule after it was implemented? Do you expect the same results from this legislation for the contact lens market?

Mr. BEALES. Well, when the Commission's Eyeglasses Rule was originally implemented, the state of competition in the market was very different. There were very few third party providers. There were very few commercial providers. There was much less competition at that point than there is today. And it's clear that since the rule, there has been a great deal more competition, much lower prices for eyeglasses. It has undoubtedly facilitated that.

In the contact lens market, there is a lot more competition already. And, as we said, it's not clear that consumers who really want their prescriptions and want to buy elsewhere have a systematically difficult time getting them. Undoubtedly, some consumers don't. Some consumers do. So it's not clear we would have the same kind of effect. I think, clearly, it would be more competitive, but it probably wouldn't be as significant because the market is more competitive to begin with.

Mr. STEARNS. You mentioned that you endorse a specific verification system. Do you have a preference on active or passive verification?

Mr. BEALES. We don't have a point of view. We're not very well-placed to balance——

Mr. STEARNS. So you can't tell us this morning which of those two you support?

Mr. BEALES. No. We would urge that you choose one.

Mr. STEARNS. You won't give us any guidance?

Mr. BEALES. We don't have an opinion about which one would be the best way to go.

Mr. STEARNS. Why don't you have an opinion? It doesn't seem that complicated.

Mr. BEALES. Well, there is a clear advantage to the passive verification system in that more consumers will be able to buy through third party providers. There is a disadvantage or an advantage to the active verification system, if you will, that it avoids the risk of contact lenses being provided based on expired or out-of-date prescriptions. And we don't have either the knowledge or the expertise to balance those risks. But that we think is the issue.

Mr. STEARNS. So I guess you couldn't comment, then, on the health concerns relative to active verification, what health concerns? Are there any health concerns with active verification or passive, either one? Any health concerns at this hearing we should be concerned about?

Mr. BEALES. Well, there are health concerns that have been raised about passive verification. We do not know of any systematic evidence about the extent of those problems or of the actual existence of problems. The possibility of problems numerous people have pointed to. We think those possibilities are real. We don't have any evidence about the extent to which those problems are actually there.

Mr. STEARNS. It's hard to pin you down here. If I come back in 3 months, will you have an answer to these questions?

Mr. BEALES. Well, the difficulty that the Commission has in this area is we really don't have the expertise. And it's why we have reservations about the study. We really don't have the expertise to evaluate the medical set of issues. There is a medical set of issues here, where we are not the best people to offer advice or to reach conclusions.

Mr. STEARNS. I will just conclude. I think in the bill, we allow you to work with the FDA. And so that should be helpful to you in coming up with solutions to these problems.

Mr. BEALES. It certainly would be helpful, and that is certainly what we would do if we needed to do that because we would need to tap that expertise.

Mr. STEARNS. I welcome the ranking member, Ms. Schakowsky, for questions.

Ms. SCHAKOWSKY. Mr. Chairman, if I could briefly give parts of my opening statement, I would appreciate the opportunity.

Mr. STEARNS. I'm going to give you 5 minutes. Then we'll go back to a second round. So you are welcome to do what you want.

Ms. SCHAKOWSKY. I want to thank you, Mr. Chairman, and all the witnesses that have been here today. I am really pleased that you have been focusing on H.R. 2221. Thirty-six million Americans use contact lenses. And these are really serious issues.

I know that many of my colleagues on the committee have spent a great deal of time studying the subject, including Mr. Burr and Mr. Dingell and Mr. Waxman. At this point, I would like unani-

mous consent that the testimony of Congressman Pete Stark, who has been working on this issue on behalf of contact lens consumers for over a decade, be submitted for the record.

Mr. TERRY. Without objection.

[The prepared statement of Hon. Pete Stark follows:]

PREPARED STATEMENT OF HON. PETE STARK, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF CALIFORNIA

First I'd like to commend Chairman Stearns and Ranking Democrat Schakowsky for holding this hearing. This might not be a high profile issue, but it is important to the 35 million of contact lens wearers around the country. Eyeglass wearers have enjoyed unobstructed access to their eyeglass prescriptions since the Federal Trade Commission issued regulations in 1978 requiring their automatic release. Yet, twenty-five years later, similar action has yet to be taken for contact lens wearers.

I got involved in this issue more than a decade ago when my wife asked her eye care provider in D.C. for her contact lens prescription so she would have it if she needed it while we were in California. To her—and my—astonishment, the provider refused to give her the prescription saying that the law did not require him to do so. We checked it out and he was correct. I've been working to fix this problem ever since.

The simple fact is that contact lenses are fast replacing eyeglasses as the corrective instrument of choice for consumers. Despite this trend, many states allow prescribing eye care professionals to refuse to release contact lens prescriptions to their patients. Eye doctors cite health concerns, but the fact is that they have a strong financial incentive to restrict consumer access to the contact lens market. Without their contact lens prescription in hand, consumers are forced to purchase their lenses from their prescribing eye doctor—who obviously profits from each and every sale.

Over the years I've introduced several bills to require the release of contact lens prescriptions. In the last Congress, I introduced HR 2663, the Contact Lens Prescription Release Act. This bill, which was cosponsored by Rep. Burr, included mandatory release of patients' contact lens prescriptions to patients directly or to the agent of their choice. It also required that upon request eye care providers promptly verify the accuracy of a patient's prescription.

Toward the end of the 107th Congress, Rep. Burr took the lead to introduce a revised version of the bill which many of us on both sides of the aisle signed onto in hope that it could be quickly enacted. Unfortunately, the session ended without resolution of this issue.

This year, Rep. Burr has introduced a new version of that legislation, HR 2221, the Fairness to Contact Lens Consumers Act. I am not a cosponsor of this bill because I'm concerned that it lacks any enforcement mechanism or any mechanism to provide for presumed verification. Without at least one of these components, passage of the introduced bill would not fix consumers' widespread inability to purchase contact lenses from someone other than their eye care provider.

I look forward to continuing to work with Reps. Burr, Tauzin, Dingell, Schakowsky, Waxman and others to complete years of effort in this endeavor. We should update the law to enable consumers to be able to obtain their contact lens prescriptions and be freed to safely purchase contact lenses from the provider of their choice.

Again, thank you for holding this hearing.

Ms. SCHAKOWSKY. I believe that we all agree that current law must be changed so that consumers are explicitly entitled to a copy of their contact lens prescription from their doctor. There have been reports of their eye care providers unnecessarily preventing or delaying consumer access to their own prescription.

I wasn't here, Ms. Martinez, for your testimony. That's the only one I missed. I'm sorry. But I appreciate the testimony of a consumer like yourself.

While consumers clearly have a right to shop for the best deal when purchasing contact lenses, the challenge to us today is, as many of you have discussed, balancing patient safety with the interest of getting the best price for contact lenses.

One of the issues I wanted to raise with you was the issue that was brought to me by Dr. Robert Panton, an ophthalmologist in Elmwood Park, Illinois from the State I am from. Mr. Panton has provided me with a vendor verification request that gives him 8 business hours to respond.

I will want to ask whether or not any of you have concerns—I know some have been raised—about whether 8 hours is a reasonable time to respond. He raises the question, how does this relate to solo practices, where a practitioner may be out for the day because of illness or to attend a medical conference? Is it a sufficient safeguard to make sure that the FDA valid prescription requirement is met?

Particularly because we are imposing enforcement penalties on physicians who fail to comply with specific requirements, I am concerned that leaving the verification process solely in the hands of vendors may be unfair. And I want to make sure that we carefully study the balance here as we move forward on this legislation.

I realize that H.R. 2221 requires a study of these issues. But since the FTC has already been studying these issues and believes that more specificity is needed in the verification process, I hope that we will explore the possibility of setting clear verification requirements in the bill, whether passive or active, in defining reasonable time lines.

And if our top priority is, in fact, protecting consumers, then we have to consider whether there are appropriate penalties for vendors and doctors that violate the terms of the legislation or if we should include stronger enforcement action. And I want to join Mr. Stark in raising concerns that this bill max any enforcement mechanisms for individuals' private rights of action or State attorneys general or any mechanism to provide for presumed verification.

Finally, I want to ask the witnesses why this process shouldn't be set up just like the process works for other physician-prescribed medical products. If I want to get a prescription delivered to the Capitol from Grubbs, my doctor calls the pharmacy and confirms the prescription for me. This process protects me as the patient, the pharmacies, and doctors. And I am not sure why we should treat contact lenses any differently.

So I look forward to working with the committee, with all of the experts in this. And certainly I am pleased that Consumers Union is here to present the consumer point of view as well and look forward to being able to draft after a long time of considering this legislation a bill that will protect consumers in every way.

Thank you, Mr. Chairman. Do I have a minute? Yes, I have 30 seconds.

Mr. STEARNS. If any of the committee would like to respond to any of your inquiries, the witnesses?

Ms. SCHAKOWSKY. Yes, Mr. Coon?

Mr. COON. Yes, ma'am. Clearly an ideal system is exactly what you have described, a medical doctor-pharmacy system. We are entirely supportive of that system, as we were in California and in every other forum. And if the AOA is supportive of that system in which a medical doctor does not sow what they prescribe and the parameters for response are completely undefined, we totally support a system like that.

Mr. STEARNS. All right. Did you want to say something, Dr. Cummings?

Mr. CUMMINGS. Yes.

Mr. STEARNS. Sure.

Mr. CUMMINGS. I think you pointed out very well some of the problems we see with the passive verification system. With the medical model system, it is cut and dry. And there is a paper trail that the prescription was truly verified.

If you impose penalties on the provider for not providing the prescription or providing verification, then that is the reason why a passive verification system kind of came up, the fear that the provider would not comply with the law. But if you put enough penalties on the provider to comply with the law, then I believe a positive verification system will work.

Mr. STEARNS. The gentlelady's time has expired. Mr. Shimkus is recognized for questions.

Mr. SHIMKUS. Thank you, Mr. Chairman.

Mr. Coon, there have been some questions about the techniques companies like yours use to verify orders for contact lens prescriptions and problems such as automated cause and continuous faxes inhibiting optometrists from verifying prescriptions. Could you just go through your procedures for me?

Mr. COON. Sure. I would be happy to. There has been a lot of confusion about what our systems are. There are a lot of other companies that do either no verification at all, as Dr. Cummings described. There are other companies that have different systems.

Frankly, there is really only one system that is at work. It's the law in California. In fact, one brief quote from the California Optometric Association, they said that this law was "an example of numerous parties collaborating to provide patients with the best possible health care." We were able to work with ophthalmologists and optometrists in California to come up with this solution.

To walk through our process, what happens is somebody calls us and they're either on the Web half the time or they're calling us on the phone. Seventy percent of our customers are female. So I tend to say "she." She'll usually read us the parameters off the box. Again, there's just a size and a power. So she is going to read those to us. But over the Internet, there really isn't a way to convey a piece of paper over the phone either.

So we'll require a doctor's name and telephone number that is valid. We contact that doctor's office. The system that works, the system in California, the system that we do with our Johnson and Johnson orders Nationwide, is that we're faxing. And the best part about a fax is that there is a handshake that takes place between the two fax machines and a confirmation that you know your fax went through and it was received by the other party.

Now, we don't start the clock that was described earlier, the 8 business hours, until after a successful fax has been sent. No successful fax will wait indefinitely.

So in an example where, say, the doctor is not there, they're out of town, they could tell us that the doctor is not in, although usually when the doctor is out, the store is open and there is usually a staffer there who could respond. But even if there isn't, they could tell us or they could unplug the fax machine.

But we're going to send that fax through, and then in writing, the doctor has a confirmation request that "Sally Jones is ordering Acuvue lenses in this size and in this power. And you have this amount of time to respond. And if we don't hear back from your office that there are any corrections or problems with this prescription, then we're going to assume it's correct and ship that order."

That's the law in California. And it's a compromise. It's a compromise that addresses the fact that eye doctors sow what they prescribe.

The only way to have a physician-pharmacy system is when physicians don't own their own pharmacy because otherwise they might be inclined not to respond to competing pharmacies.

So short of that, which, again, we accept as the ideal and the best solution, short of that, this system was a compromise that would allow eye doctors to continue to sow what they prescribe.

Mr. SHIMKUS. Thank you. My colleague Ms. Schakowsky is from Illinois, probably has more knowledge in Illinois than I do, but it's my understanding that in Illinois, we actually have to submit a written request to our optometrist if we want that prescription to be used elsewhere. And so that would be even a more difficult hurdle to overcome in this whole process, would it not?

Mr. COON. It absolutely would. In fact, what some eye doctors do in some States is, again, they own their own store. They will actually not only require a release form, but they will demand that the customer come into their store, where they happen to sell contact lenses, and sign it in person.

Mr. SHIMKUS. Yes. I am a contact wearer. So I know all of this. My optometrist is a friend from the church in the community. And I do fear asking him to give me that to go elsewhere because we are close friends and associates. So I think I am going to stay with him.

But I do understand how someone who would want to—or, in fact, we travel a lot. And I'm not in Collinsville. I'm here a lot of times. And if, for some reason, my supply runs low, then I could go to a 1-800 mail order and get it shipped here, which would be helpful, although I know now that my optometrist says, "We can get it mailed to you from our location."

So there is competition. This is an interesting hearing. And I'm going to keep my contacts for a while, and I'll yield back my time.

Mr. STEARNS. Thank the gentleman.

Mr. Terry?

Mr. TERRY. Thank you, Mr. Chairman. I was just thinking that, John, perhaps you can ask Mr. Coon what the price of your prescriptions would be for your contacts. And then you could have your friend and fellow church member match that price.

I don't wear contacts. And, frankly——

Mr. SHIMKUS. You don't?

Mr. TERRY. Yes. I know that surprises you, John. I've got to admit that this was not an issue I had spent a great deal of time on until an optometrist came to my office about 2 weeks ago and even told me this bill existed.

So I want you, Mr. Coon, Dr. Cummings, to help me work through the two differences between the passive, Mr. Coon, that you feel would be the best option. And then I want you to compare

that to the methodology of verification expressed by Dr. Cummings on behalf of the American Optometric Association. So, Mr. Coon, will you go first?

And you can give me kind of some of the stories that there are; some accusations perhaps that some eye physicians kind of game the system in order to keep their patients from going to you.

Mr. COON. I think what you point out is an important point, that the reason they sort of game the system is that there is an economic motivation to do so. It is kind of foreign to people who haven't experienced it as well because it doesn't make sense that a medical doctor wouldn't respond to somebody acting in the role of a pharmacy.

But the two key differences, I think one important point to make before going into those is that our customer on average has been wearing contacts for 5 or 6 years. They're already wearing contact lenses when they contact us.

So we're not comparing somebody wearing contacts to not wearing contacts. What happens with our customers if we use Texas, which is positive verification, what happens with our customer is that over half of the time in that system, since the customer has to wait indefinitely until the doctor responds, more than half our orders are canceled for no reason other than the fact that the eye doctor doesn't respond because they don't want to.

Responding is giving a competitor permission to make a sale to their customer. And they don't want to. As they wait, customers cancel their orders. And many give up and go back and say, "Forget it. I'll just buy from my eye doctor." What happens with many others, though—and these are the risks associated with positive verification—is what is also very common is people just keep wearing the lenses they have.

So a box like this has six lenses in it. This could be a 3-month supply if I throw them away every week. It could be a 6-month supply if I throw them away every 2 weeks. It could be a 1-year supply. It could be a 3-year supply if I throw them away every 3 months.

Now, the risks of wearing them longer are that they buildup deposits, people get infections. Sometimes you'll somebody with red eyes who wears contacts. And they'll say, "I've got to throw these away. I just don't have time to deal with it" because it's a hassle to replace them. And so the more it is a hassle to replace contact lens, the less frequently people are going to throw them away.

And this was one of the arguments that maybe Mr. Hubbard could speak to because the attorneys general made it in their lawsuit against the American Optometric Association and others that these sorts of systems restrict consumer access to the very replacements that would reduce their risk because they would be clean, new lenses.

So, on the one hand, you have people forced to get an affirmative response from the doctor's office every single time. And, as a result, doctors can veto their choice to buy by doing nothing, by just not responding.

Under a presumed verification system, the doctor has a motivation to tell us we can't sell, right? So they tell us if there is any problem with the prescription, if it's expired, if it's invalid, what-

ever the problem is with the prescription. If they can tell us, you can believe they tell us absolutely every time.

In California, for instance, 25 percent of the time, we are not able to fill the order because we are told by 2 p.m. the following day, which is California law, that there is a problem with the prescription and we don't——

Mr. TERRY. I want to get Dr. Cummings to have a response to your presumed verification. That sounds like a reasonable middle ground here.

Mr. CUMMINGS. Well, there's a challenge with presumed verification. I could give you an Internet address, and you could take the numbers off of a box like this, maybe a spouse or a son or a daughter or a friend, and call them up and get contact lenses dispensed to you. And the problem with passive verification is that people will get contact lenses without a prescription.

Now, the number may be less, but people will be able to get contact lenses, either over the Internet or from other suppliers, without having a valid contact lens prescription. That's the down side, too.

Mr. TERRY. How about the California version, where there is period of time in which to verify and then they can presume verification if there is no reply. So you can't game the system, like some of the eye physicians in Texas do.

Mr. CUMMINGS. Sure. One of the problems I see with the California—I think the California is good in many respects because it addresses many of the issues around the release of the contact lens prescription and that type of thing, which we feel is good.

The problem is I still think you can game the system with the passive system in California. And I think that some of the suppliers of the lenses will be able to continue to provide lenses to people who either have expired or don't even have contact lens prescriptions or as in the case that I mentioned in my testimony, that they substitute a lens that was inappropriate for them.

So the potential exists in a passive verification system to still have that happen.

Mr. TERRY. I know my time is up, but let me just conclude with this last question. So it would be the position of the American Optometric Association that you don't want any form of presumptive with the time, but you are willing to go with some sort of heavy penalties perhaps to the eye physician if they don't verify within a time period?

Mr. CUMMINGS. Yes.

Mr. HUBBARD. If I might add, Mr. Coon mentioned that we were engaged in enforcement proceedings. There was a lot of stuff that went on in the disposable contact lens litigation, including arguments that the practices of companies like 1-800 were illegal.

There have been many complaints to State boards throughout the country that it is illegal. No board that I am aware of has ever proceeded against that system for I think very valid reasons, which is they don't show consumer harm from it or anything else.

The point is that consumers should not be stuck in the middle of this. The consumer should not be burdened by a non-responsive ECP. If it's the ECP's problem, they are notified of that. They have an opportunity to correct errors. An ECP shouldn't be allowed to

with silence veto a sale by a competitor just because it's anti-competitive or they're inefficient or they're non-responsive.

If there's a problem with 1-800 not doing the verification that they say is required, there is a way to deal with that. The problem is that in the positive verification format, it is the consumer and the consumer primarily who suffers.

Mr. TERRY. Thank you.

Mr. STEARNS. We're going to do a second round. Mr. Burr? We will let Mr. Burr, who was the author of the bill, go ahead.

Mr. BURR. Mr. Chairman, thank you. I appreciate the indulgence of my colleagues since I am not a member of this subcommittee.

Mr. Hubbard, let me ask you just one question. Why is this so confusing to get to an end on a legislative remedy?

Mr. HUBBARD. I don't know. Maybe it's my articulateness is not as good as it should be. It is different I think than a whole lot of industries. It is correct that very few doctors sell what they prescribe. It creates a whole different series of incentives.

There are many ways that you can make it hard for consumers to get their prescription. One of the parts of the litigation was they would train one another about how you wouldn't let the prescription walk out the door.

There are a lot of subtleties that arise because of this incentive and that a large proportion, a significant proportion, of an ECP's revenue comes from the sale of these contact lenses. And that's what creates the significant problem, I think.

Mr. BURR. So what you're telling me is it's financial?

Mr. HUBBARD. Yes. It's undeniable that the business strength of some ECPs depends in large measure on the number of contact lenses that they sell.

Mr. BURR. Certainly optometrists suggest that this is about patient care, that it's all about patient care. In essence, to listen to them, you can't rely on a prescription that they write to either be filled in the right way or for a patient to handle that prescription with a correct vendor.

Mr. HUBBARD. Well, I think that consumers are able to do that. I think that a prescription needs only a few parameters in order to specify what lens should be sold.

Certainly the ocular health of consumers is something that interests the attorney generals. And we certainly were asked by our bosses to make sure that the position that we were taking in the litigation was not risking the ocular health of consumers. And we took those concerns very seriously.

We always when we had an optometrist under oath said, "What evidence of ocular health risks are there? Can you document that?" That was always what we asked. And we never got documentation of those risks.

We take ocular health concerns very seriously. And we looked at those in a lot of depth. We don't profess to be medical doctors. But we think that the passive verification fulfills the purposes that consumers are entitled to.

Mr. BURR. You certainly are the only one at the table, I believe, that has litigated something relative to this. Let me ask you, the results of that litigation basically required what to take place?

Mr. HUBBARD. Well, there was a whole series of we allege that there were damages, there were benefits packages, other things. I think your question mostly focuses on the kind of injunctive relief that we had.

With the manufacturers, we required reasonable and nondiscriminatory sales to mail order and pharmacies along with everybody else. So that was J&J, B&L, Ciba.

As to the AOA, we had various claims. there is a provision that they shall not oppose prescription release. There is a provision that they shall not make health care claims unless it's supported by valid statistical data. Those were the kinds of provisions that we put in the settlement were the results of that litigation.

Those settlements are publicly available. I would be more than happy to give you——

Mr. BURR. Is it your belief that we need to pass this legislation to assure that patients across this country have an option other than their ECP for their contact lenses?

Mr. HUBBARD. This would be a significant step forward, yes.

Mr. BURR. Mr. Coon, how does 1-800 currently request doctor verification?

Mr. COON. Well, the best system that we have found works the best, which we do in a majority of our orders—and there has been criticism of phone automated systems and other things. The system that works the best is in writing by fax. We know that there is a confirmation that it was received. And that's the system that we would recommend.

Mr. BURR. And if, for some reason, there was not a response, which clearly is a problem today, can you give us an idea from 1-800's perspective? How much of the time does that happen?

Mr. COON. Well, it depends on what the law is in the different States, like in Texas, over half the time, we cancel the order. It's a fax, too, but it's a positive verification system. And so over half the time, the eye doctor doesn't respond.

The data, the statistics aren't that much different in a presumed verification State like California. The difference is they tell us if there is a problem. They don't tell us if there is no problem. In fact, that is acceptable in California because by 2 p.m. the following afternoon, it's just one more thing the doctor doesn't have to do. If they pull the record up, the prescription is current and it's valid. They don't have to respond, you know, if there is not a problem.

I would point out that in either system, again, the doctor has ample opportunity to tell us that we can't fill an order. If there's any problem at all with that prescription, we know that is a valid doctor's name and phone number, we know that is a valid fax, we know they have received the communication. And if they tell us that there is a problem with the prescription, we will not fill it.

Mr. BURR. Mr. Chairman, I realize I have run out of time. And I think we are going to have——

Mr. STEARNS. We are going to have a second round, yes.

Mr. BURR. Thank you. I yield back.

Mr. STEARNS. All right. I will do just a few questions, and then we will go around again. Mr. Hubbard, let's see if we can get to the point here. If you had to recommend a verification standard, would you today recommend an active or passive standard?

Mr. HUBBARD. Passive.

Mr. STEARNS. Active?

Mr. HUBBARD. I said passive.

Mr. STEARNS. Passive, passive.

Mr. HUBBARD. And, Your Honor, I note that the litigating States or 32 of us, we took that position in enforcement proceedings after the settlement. We took the position that the settlement wasn't being followed and that the primary dispute in that was whether positive verification was required or passive was enough. And we took the position as a group of States that passive verification was sufficient.

Mr. STEARNS. Would you support preemption of State law?

Mr. HUBBARD. Well, you know I represent a State. And preemption is an extremely hot issue, and it depends very much on the details. I would have to know what you are talking about and——

Mr. STEARNS. How about this bill, dealing with this bill?

Mr. HUBBARD. Well, in the current version of the bill, I don't see preemption of any State laws.

Mr. STEARNS. But if we did include it in the bill.

Mr. HUBBARD. What would be the nature of the preemption?

Mr. STEARNS. For the passive system which you are talking about.

Mr. HUBBARD. So that to the extent there was a positive system in a State, it would be overridden by the passive?

Mr. STEARNS. Yes. So you have in the bill the passive standard and it would preempt State laws.

Mr. HUBBARD. Well, I can with confidence say that that would be fine with the State of New York. I have not discussed that issue with other States.

Mr. STEARNS. With your boss.

Mr. HUBBARD. The position that we took in the litigation was that 1-800 system was appropriate under the law of all of the litigating States, that be Arkansas, that be a whole series of States. That's an acceptable procedure. So by definition, the passing of Federal law that permits passive verification does not preempt State law because State law currently permits passive verification.

Mr. STEARNS. Okay. Ms. Gadhia, according to your study, some eye doctors require a patient to sign up for a long-term contract of ongoing care. And if they are not available for that ongoing care, they cannot have their prescriptions. What is the medical rationale for this practice? And how prevalent is that practice today?

Ms. GADHIA. As far as the packaging or requiring the extended follow-up visits?

Mr. STEARNS. Yes.

Ms. GADHIA. Our 2000 survey showed that, as I mentioned, 57 percent of doctors were requiring follow-up visits. If there is a medical necessity for the follow-up visit, that is, of course, up to the eye doctor. But what we are concerned about is when it is not medically necessary and it's considered just a way to sort of keep the prescription hostage.

Mr. STEARNS. Okay.

Ms. GADHIA. I hope I have responded to your question.

Mr. STEARNS. Ms. Venable, you heard Mr. Hubbard. And he talked about what passive verification system he is supporting. You

also indicated in your testimony that you are also interested in replacing the active verification with a passive verification system. Have you encountered much resistance to this idea?

Ms. VENABLE. Absolutely. Yes, sir, we have. In Texas, the law that was introduced this last legislative session would have allowed for passive verification. And that law was strongly opposed by optometrists in the State.

Mr. STEARNS. So how is the campaign going, then? Has it reached a standstill or——

Ms. VENABLE. Well, in Texas, we made only every other year for 5 months. So we have a period of time where we have no relief for the consumers who are unable to get their prescriptions filled other than them going back to their own optometrist or another optometrist to get a prescription that will be verified. I've talked to a number of people who have done just that.

Mr. STEARNS. So the optometrists have been effective in their lobby work in this case?

Ms. VENABLE. Yes, sir, they have.

Mr. STEARNS. Dr. Cummings, anything you might want to add? Maybe your comment is that they have been effective because you have been right.

Mr. CUMMINGS. Well, I actually believe that the Texas law is actually a very good one. The safeguard that is built into that is that if a practitioner does not verify or provide the prescription to the patient, they can lose their license. I mean, it's in the law. They can actually lose their ability to practice and earn a livelihood if they violate the tenets of the Contact Lens Act.

Mr. STEARNS. Okay. Anyone else? Mr. Coon?

Mr. COON. Having attempted to fill 100,000 orders under that system in Texas, we have a little bit of experience with what actually results.

Yes, that's true. Under Texas law, an optometrist could lose their license. As a practical matter, though, not only do they control more than 90 percent of the market. They also regulate themselves. They run the Optometry Board. It's made up of optometrists.

This is just a sampling of the 4,000 handwritten complaints that consumers have filed, not our company. We filed 40,000 for no other reason than the doctor wouldn't respond. These are 4,000 handwritten complaints from consumers.

Mr. STEARNS. Those are 4,000 right there, that——

Mr. COON. This isn't 4,000. This is just a sampling.

Mr. STEARNS. That would be impressive if it were.

Mr. COON. No. This is just a sample of them. I will just read the first one in the record. And I would be happy to submit these samples. And we have a CD that has all of them if somebody wants to go through them at random.

Mr. STEARNS. I don't think we need to submit them all, but you are welcome to put one in the record.

Mr. COON. Here is one example. Again, the Texas Optometry Board took no action against any optometrist that we're aware of. No one lost their license. No one got a letter from them that we're aware of.

Here's a perfect example. This customer in her writing, her handwriting, says, "In fact, I was told by one employee they just

ignored all requests sent to them by 1-800-CONTACTS. She said it was their policy not to do business with 1-800-CONTACTS, regardless of what patients wanted."

Now, that's a perfect example of where why did that optometrist not lose their license. I mean, obviously they don't want to do business with 1-800-CONTACTS because doing business with 1-800-CONTACTS means giving your patient permission to buy from a competing——

Mr. STEARNS. But just between you and me, I'm not sure you want to do business with every 1-800 either, would you?

Mr. COON. Well, it's hard to empathize with somebody who is in the position of selling what they prescribe. So I don't know what I would do if I were put in that position. It's not a position I would like to be in.

Mr. STEARNS. I think we have got an interest here. My time has expired.

Would anyone else like to comment? Yes, Dr. Cummings?

Mr. CUMMINGS. I would like to comment on the text of the 3,000-4,000 complaints because we have heard a lot of those over the years.

There is a due process that has to take place when you sit on a State board. And when a State board receives a complaint like that, especially when it could result in fines or the loss of a license to practice a person's livelihood, you have to take each one of those and investigate them fully.

And it's my understanding that the State board of optometry is no different than any other regulatory board in any of the States. They're made up of practitioners of that particular discipline. Be it optometry and medicine or nursing or whatever, they also have a public member on that board. And their counsel is the attorney general of the State.

So the concept that somehow the State board is going to fool with these things I think is not accurate. I think that they have a duty to the citizens of their State who they serve as State board members to fully and accurately investigate every one of these 4,000 or however many they are. And that is going to take time. It is my opinion that they worked through many of them and that they have taken action against certain practitioners.

And I think that you could ask the State board in Texas for a summary of their action on that and include it in your record.

Mr. STEARNS. My time has expired. The gentlelady?

Ms. SCHAKOWSKY. I wanted to follow up more on this whole question of enforcement. Mr. Beales, my understanding is, particularly for those States that don't have any law—and then, of course, the question of preemption comes in, too—is it not true that if a consumer doesn't receive a prescription from her ECP, then what recourse does the consumer have other than to file a complaint with the Federal Trade Commission?

Mr. BEALES. Well, what recourse they would have would depend on State law. At this point, there's not any Federal recourse that I know of.

Ms. SCHAKOWSKY. Well, then would you not be responsible for monitoring and enforcing the violations of this bill? Wouldn't the Federal——

Mr. BEALES. I'm sorry. Under the bill, under the act, yes. I thought you were asking about right now.

Ms. SCHAKOWSKY. No, no. Under the bill. I'm sorry. So are you equipped to do that for lots of complaints that would come in?

Mr. BEALES. Well, it depends on the number of complaints. And what we do in any of the areas we regulate because we are a small agency is we pursue the largest and most appropriate targets. And we try to achieve general deterrence through those actions.

But no, we would not be able to pursue each and every individual complaint. And that's what we do in any other area.

Ms. SCHAKOWSKY. Well, that's my concern. Ms. Gadhia, H.R. 2221 does not allow individual consumers to enforce the bill's protections in court. And it doesn't empower, as I understand it, State attorneys general to protect their citizens. So do you believe that the current enforcement mechanisms are sufficient?

Ms. GADHIA. We support both FTC enforcement as well as protecting the right of consumers to turn to their State and local enforcement authorities, whether it's attorneys general or district or county attorneys, as well as a private right of action. So we think that that is an important recourse for the consumer.

Ms. SCHAKOWSKY. So those provisions, however, are not in the current legislation. Is that right?

Ms. GADHIA. My personal opinion would be that it's not clear. It's not explicitly in the legislation, certainly. The Texas law that we have experience with does allow for State and local enforcement. And it does allow for injunctive and administrative remedies. That's an important thing to preserve, we think.

Ms. SCHAKOWSKY. Let me ask Mr. Hubbard what you think about that.

Mr. HUBBARD. Well, the dispute here between what is going on in Texas, you know, you're talking about a remedy about whether doctors should lose their license.

I think that one of the important things is that the consumer should not get caught up in the middle. And a State attorney general, for example, tries to keep the interests of consumers in mind. And while there is a due process evaluation of whatever an optometrist did in Texas, we want a consumer to have her lenses.

We think that in many contexts, enforcement authority by both Federal enforcers and State enforcers has worked very well. We have a longstanding relationship with the FTC where we cooperate, where there are certain things that we emphasize and certain things that they emphasize. We think that this is another area where such a concurrent jurisdiction would be a fruitful way to proceed.

Ms. SCHAKOWSKY. Well, I look forward to working with Mr. Burr and all of the Republicans to try and improve the enforcement mechanisms so that we preserve the rights of consumers.

Let me just say that my experience in the State legislature with the Department of Professional Regulation, which was designed to be the watchdog group,—I don't have any experience with optometrists—that there were precious few situations where any physician was penalized in any way, even after repeated violations.

Mr. HUBBARD. Well, that was a very large topic in the litigation. Yes, there are precious few of that. As Dr. Cummings mentioned,

in many boards, the optometrists largely run the boards. I'm proud to say that that is not the case in New York.

But in any case, yes, it's sometimes difficult to place the enforcement authority in that board that has membership by the members of the profession and less interest in the interest of the consumers.

Ms. SCHAKOWSKY. Let me, finally, say for the record as a contact lens wearer, I am also, as Representative Shimkus is, very good friends with my optometrist, who has done a wonderful job. I wanted to have that on the record.

Mr. STEARNS. Thank the gentlelady.

Mr. Terry?

Mr. TERRY. I'll have to get one of those sometime. I mean optometrists, not a friend. I just go to whoever is available. And maybe that is part of the issue with a lot of the consumers out there.

Mr. Hubbard, I am just curious. You said there were 32 States that joined with New York in the litigation. Was Nebraska one of those States? As I understand——

Mr. HUBBARD. No.

Mr. TERRY. That doesn't surprise me. The reason why that struck me is I reviewed the half a dozen e-mails or letters that I have received on this prior to coming here to this hearing. And I did receive an e-mail from a Jane Ellsworth, who said she has got two homes, Omaha, Nebraska and South Carolina, and she can't get her prescription filled by 1-800, by the way, in the e-mail, but she can in South Carolina. But then I understand that Nebraska is one of the States that has a mandatory release but no verification.

So we scripted it into the law, inscribed in the law that doctors have no penalty for not releasing, which I think the argument here or the discussion here has really evolved passive versus active to really how do you enforce this, as Ms. Schakowsky had brought up.

I am really curious about the Texas example here. Ms. Venable, we have had a discussion here about thousands of complaints. I think you in your statement said there have been zero eye physicians, optometrists that have been called on this. We're hearing from the testimony that may be because they are self-governing and self-policing.

What is your view of the situation? You're the one on the front lines in Texas. Tell us who is right and wrong in this process.

Ms. VENABLE. Well, thank you for the opportunity. I feel strongly that this—first let me say that the Texas Board of Optometry said that they do not have the manpower to deal with all of the complaints that they have received. And, yet, it seems that simply sending a letter to a consumer who has filed a complaint asking for more information is their assumed handling of that complaint. I have not spoken to a single consumer who feels like their complaint has been handled.

Mr. TERRY. Are you aware of any situations in Texas, like Dr. Cummings has suggested, where the State board did follow through?

Ms. VENABLE. I am aware of no situation where not only a consumer got relief or any optometrist was sanctioned in any way by virtue of failing to verify a prescription. That's why I guess inher-

ent in this whole problem is the fact that optometrists alone are the both eye care provider and retailer.

One would say, "Could there be relief in the optometrists serving only as the eye care provider and not being able to be the retailer?" We wouldn't necessarily be supporting that because it would still limit that consumer's opportunity to purchase their contact lens from that optometrist. But at some point, that could be the only true remedy for consumers to have choice in Texas.

Mr. TERRY. All right. Dr. Cummings, on behalf of the AOA, let's talk about what we mean by enforcement. Now, you said you were open to penalties. Is it a paper tiger penalty that the AOA is in favor of or is there some what I would call real enforcement, maybe under the Illinois model, where you have a separate entity that looks after it, the State attorneys general? Would you agree to that, to allow the State attorneys general to investigate private right of remedy?

Mr. CUMMINGS. Of course. I think in this particular language that we have now in 2221, that it's a 10 or 11 thousand-dollar penalty at this point for not releasing the contact lens prescription or verifying the contact lens prescription. To me, that seems like a lot of money.

And I'm sure that that would get the attention of most providers out there. And I don't think it would take too many of those penalties to bring in what outliers may be out there in line.

On the other hand, I also think that one of the things that needs to be looked at when you talk about enforcement is that for especially the Internet companies that don't make any attempt at all to verify their contact lenses and dispense contact lenses without prescriptions, that the FDA regulations and laws that already apply to that particular issue, that the FDA be encouraged to follow through and prosecute those folks that are doing that piece so that you are covering both sides.

You know, if $11,000 doesn't seem to be the magic number, I mean, we are certainly open to whatever that number is. And as Mr.——

Mr. TERRY. How about private right of remedy?

Mr. CUMMINGS. And, as Mr. Hubbard said, certainly there are going to be a few consumers in that process that would get caught while you work through that process. But I do not believe with those kinds of penalties and sanctions and also the possibility of losing your license, that it would take too long to work through that process.

Mr. TERRY. Thank you.

Mr. STEARNS. The author of the bill, Mr. Burr?

Mr. BURR. Thank you, Mr. Chairman. I forgot earlier to ask unanimous consent that my opening statement be included in the record.

Mr. STEARNS. By unanimous consent, so ordered.

Mr. BURR. I thank the gentleman.

Ms. Venable, let me just say I heard your comments as it related to patients in Texas who didn't feel like they had necessarily been heard or that their complaints had been acted on. Let me suggest to my colleagues if they question whether this is a problem, this

is one of six stacks of postcards that I have received in the last year relative to individuals who feel this is important to them.

This is not an attempt to run optometrists out of business. I mean, to some degree, I am amazed at the level of fight that there is on what I think is a real simple piece of legislation. It's one that says let's let patients decide. You look at their eyes. You determine what their needs are.

You know, I went to the dentist yesterday morning. They made an appointment for me 6 months from now, I think. Chances are I'll probably change it three or four times. But I get to make that decision. The dentist would probably love to see me every 3 months, but I'm the one who pays. And I get to choose which dentist. I get to shop to some degree. And I base it upon what it costs and the service that's performed.

That's all we're talking about here. We're letting individuals who need contact lenses. I happen to use one of them. I don't need two. I haven't quite figured that out. I wouldn't have figured it out by myself. It was my optometrist who figured it out. But by the same token, I would like to buy the one at the least expensive place that I can.

And I'm not sure from the standpoint of optometrists what makes you think you have the right to sell what you prescribe. We have a history up here started with Congressman Pete Stark that when we solve problems that cost the system too much money, we begin to make some rules and regulations that I don't always agree with. And I have tried to change some of them.

Let me just sort of send a shot across the bow that in the absence of us trying to find a way to work together, this is where we end up. And we're not always quick to go back and fix some of our mistakes.

Let me ask Mr. Beales. If this legislation were amended to include passive verification, is there a need then to increase the enforcement mechanism in this bill, do you think?

Mr. BEALES. Well, I think passive verification is much easier to enforce because it is in many respects self-enforcing. The place where we would need to focus our enforcement efforts would be on the providers to make sure that they were seeking the passive verification, but that's a relatively small number of people, as opposed to having to visit each potential eye care provider to see whether, in fact, they're responding to verifications. It would be a much simpler problem.

Mr. BURR. And if I remember correctly—and somebody correct me if I am wrong—currently to fill or to sell a contact lens without a prescription exposes somebody to a significant fine. Am I correct? Does anybody object to that?

Mr. HUBBARD. No. That's true.

Mr. BURR. Is that true, Dr. Cummings?

Mr. CUMMINGS. Yes.

Mr. BURR. So only somebody with the intent of deceiving most of the time would expose themselves to that fine?

Mr. HUBBARD. Unfortunately, the mechanism's in place to impose that fine. But it's never been acted upon. The FDA has not acted upon fining people for doing that. But it is there.

Mr. BURR. And do you know that the offer was made to strengthen it in this legislation? An optometrist declined the offer, which really makes me as the author of the bill if everybody's intent is to actually focus on the patients to solve some of the problems that we are dealing with. They may not be yours. They're somebody's. They happened to have found their way to my office.

That's what we're supposed to respond to, people who feel that they have a problem. I don't think there's any question we can do it better than we do it today.

Mr. Chairman, I thank you for holding this hearing. I thank all of my colleagues for their indulgence. But I also encourage you that now is a good time that we ask Chairman Tauzin to mark this legislation up or for you to mark it up and then for us to mark it up in full committee. And I assure the Chair that he will have my full support as we try to do that. And I yield back.

Mr. STEARNS. And I thank the gentleman and for his cogent bill here. I think the hearing has brought out that there is a lot of support and need for this type of bill.

I would conclude by just asking Dr. Cummings, if we included in this bill a passive standard verification, would you support the bill?

Mr. CUMMINGS. I don't think that a passive verification is something that we could totally support.

Mr. STEARNS. So you are saying unequivocally you could not support it? I mean, is there a way we could tweak this with a passive verification that would make it acceptable to you?

Mr. CUMMINGS. I think there is always room to look at options and try and work out something that is acceptable to us, but a—and we would be more than willing to sit down and work with you.

Mr. STEARNS. I appreciate your help here. We certainly want to reach out to get professional people like yourself involved and not move without your feedback.

So we appreciate all of our witnesses today for coming. And with that, the subcommittee is adjourned.

[Whereupon, at 2:45 p.m., the hearing was adjourned.]

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