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Superior Court Of California
County Of Los Angeles

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17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19
20 **FOR THE COUNTY OF LOS ANGELES**

21 KHAI TU, on behalf of himself and all others
22 similarly situated,

23 Plaintiff,

24 v.

25 UNITED DENTAL CORPORATION;
26 UNITED DENTAL FULLERTON CORP;
27 UNITED DENTAL IRVINE CORP; UNITED
28 DENTAL NORTHRIDGE CORP.; UNITED
DENTAL WILSHIRE CORPORATION; and
DOES 1 through 300, inclusive,

Defendants.

Case No. BC542678

~~PROPOSED~~ **THIRD AMENDED CLASS
ACTION COMPLAINT FOR:**

1. VIOLATIONS OF CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750;
2. FRAUDULENT MISREPRESENTATION;
3. FRAUDULENT CONCEALMENT;
4. FALSE ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500 ET SEQ.;
5. VIOLATIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.;

JURY TRIAL DEMANDED

Judge: Honorable Kenneth R. Freeman
Dept.: 310
Action Filed: April 14, 2014

1 All allegations in this Third Amended Class Action Complaint against defendants
2 UNITED DENTAL CORPORATION; UNITED DENTAL FULLERTON CORP; UNITED
3 DENTAL IRVINE CORP; UNITED DENTAL NORTHRIDGE CORP.; UNITED DENTAL
4 WILSHIRE CORPORATION; JEONG HOON KIM (DOE 1); UD 1227 W 17TH ST SANTA
5 ANA CORP. (DOE 2); UD 18102 PIONEER BLVD ARTESIA CORP (DOE 3); UD 20150
6 GOLDEN SPRINGS DRIVE DIAMOND BAR, LLC (DOE 4); and DOES 5 through 300
7 (collectively, "Defendants") are based upon information and belief, except those allegations that
8 pertain to Plaintiff, which is based on personal knowledge. Plaintiff's information and belief
9 are based upon, *inter alia*, Plaintiff's own investigation and the investigation conducted by
10 Plaintiff's attorneys. Each allegation in this Third Amended Class Action Complaint either has
11 evidentiary support or, alternatively, is likely to have evidentiary support after a reasonable
12 opportunity for further investigation and/or discovery. Plaintiff alleges as follows:

13 **INTRODUCTION**

14 Under California law, any person or entity that "manages or conducts as manager,
15 proprietor, conductor, lessor, or otherwise, a place where dental operations are performed" is
16 engaged in the practice of dentistry. Cal. Bus. & Prof. Code § 1625(e). It is unlawful for any
17 person [or entity] to engage in the practice of dentistry in the state . . . unless that person has a
18 valid, unexpired license or special permit" to practice dentistry from the California Dental
19 Board. Cal. Bus. & Prof. Code § 1626; *see also* Cal. Bus. & Prof. Code §§ 1632, 1634, 1634.1,
20 1635.5 & 1640.

21 "Every person . . . licensed to practice dentistry" is required to register with the Dental
22 Board "his or her place of practice" or practices and keep the Dental Board apprised of all
23 changes in name or location of practice. Cal. Bus. & Prof. Code §§ 1650-54. A licensee is
24 further required to renew his or her license before it expires, pay all related fees and meet any
25 continuing education requirements as required by the Dental Board to maintain their license in
26 good standing while engaged in the practice of dentistry. Cal. Bus. & Prof. Code §§ 1715-17;
27 *see also* 10 CCR § 1000 et seq.

28 "When a licensee desires to have more than one place of practice, he or she shall,

1 prior to the opening of the additional office, apply to the board, pay the fee required . . . , and
2 receive permission in writing from the board to have the additional place of practice." Cal. Bus.
3 & Prof. Code §§ 1658-1658.6.

4 If a licensee desires to practice dentistry using a "fictitious name, either as an
5 individual, firm, corporation or otherwise," including as part of" any association or partnership
6 or corporation or group of three or more dentists," he or she is required to obtain a permit from
7 the Dental Board before such name may be used. Cal. Bus. & Prof. Code §§ 1701(g) & 1701.5;
8 *see also* Cal. Bus. & Prof. Code § 1724.5. Such a permit may only be granted if the applicant is
9 a duly licensed dentist and "the place or establishment, or the portion thereof, where the
10 applicant or applicants practice, is owned or leased by the applicant or applicants, and the
11 practice conducted at the place or establishment, or portion thereof, is wholly owned and
12 entirely controlled by the applicant or applicants." Cal. Bus. & Prof. Code § 1701.5. Dentists
13 that are permitted to practice using a fictitious business name in California are further required
14 to file a fictitious business name statement with the clerk of the county where the principle place
15 of business is operating, and to give public notice of the fictitious business name. Cal. Bus. &
16 Prof. Code §§ 17900 et seq.

17 A dental corporation may only be formed by a licensed dentist and any such
18 corporation must generally be "registered" as a professional corporation by the California
19 Dental Board and comply with the provisions of the Moscone-Knox Professional Corporation
20 Act. Cal. Corp. Code §§ 13400-13410; Cal. Bus. & Prof. Code §§ 1800-1805. "Except as
21 provided in Sections 13401.5 and 13403 of the Corporations Code, each director, shareholder,
22 and officer of a dental corporation shall be a licensed person as defined in the Moscone-Knox
23 Professional Corporation Act." Cal. Bus. & Prof. Code § 1805.

24 The purpose of these laws is to ensure that "those private businesses and professions
25 deemed to engage in activities which have potential impact upon the public health, safety and
26 welfare are adequately regulated in order to protect the people of California." Cal. Bus. & Prof.
27 Code § 101 .6. The laws are further designed to "keep the practice of dentistry as a profession
28 distinguished from a trade or business, and likewise to protect the public health in assuring that

1 the relationship of a physician and patient is maintained and that a responsible licensee is in
2 charge of the practice of dentistry." 39 Ops. Cal. Atty. Gen. 232 [quoting 5 Ops. Cal. Atty.
3 Gen. 13, 14]. The "protection of the public shall be the highest priority for the Dental
4 Board of California in exercising its licensing, regulatory and disciplinary functions." Cal. Bus.
5 & Prof. Code § 1601.2.

6 In this regard, California Business and Professions Code section 651 et seq. is a statute
7 applicable to public advertising of dental services and provides in pertinent part that it is
8 unlawful to disseminate any form of public communications containing a false, fraudulent,
9 misleading or deceptive statement, claim, or image for the purpose of inducing, directly or
10 indirectly, the rendering of professional services or furnishing products in connection therewith,
11 including, but not limited to, communications by means of mail, television, radio, newspaper,
12 book, directory, Internet or other electronic communication, or professional card. Cal. Bus. &
13 Prof. Code § 651(a); Cal Bus. & Prof. Code § 651(f). In this regard, section 651(d) provides
14 that no compensation or anything of value may be given to a representative of the press, radio,
15 television, or other communication medium in anticipation of, or in return for, professional
16 publicity unless the fact of compensation is made known in that publicity.

17 More specifically, false advertising under section 651 includes any statement or claim
18 that uses any photograph or other image of a model without clearly stating that the photograph
19 or image is of a model. Cal. Bus. & Prof. Code § 651(b)(2)(B).

20 Such false advertising includes any statement that "[r]elates to fees, other than a
21 standard consultation fee or a range of fees for specific types of services, without fully and
22 specifically disclosing all variables and other material factors." Cal. Bus. & Prof. Code §
23 651(b).

24 Significantly, the statute provides that a "price advertisement shall be exact" and that
25 "[p]rice advertising shall not be fraudulent, deceitful, or misleading, including statements or
26 advertisements of bait, discount, premiums, gifts, or any statements of a similar nature." Cal.
27 Bus. & Prof. Code ¶ 651(c).

28

1 This is a class action on behalf of consumers in California who, during the time period
2 permitted by applicable statutes of limitations, incurred charges for dental services (“Dental
3 Services”) from Defendants, which were falsely, fraudulently, deceptively, deceitfully and
4 repeatedly represented and advertised, including discounted dental services for (1) Implants; (2)
5 Orthodontics; (3) Scaling; and (4) X-Rays / Check-Ups / Consultations.

6 Defendants’ Dental Services are provided throughout the State, according to their own
7 advertising. This action seeks, among other things, equitable and injunctive relief.

8 **THE PARTIES**

9 1. Plaintiff Khai Tu is, and at all times alleged in this Third Amended Class Action
10 Complaint was, an individual and a resident of Orange County, California. Khai Tu is hereafter
11 referred to as “Plaintiff.”

12 2. Defendant UNITED DENTAL CORPORATION is a California corporation
13 qualified to conduct business in California with its principal place of business in Garden Grove,
14 California.

15 3. Defendant UNITED DENTAL FULLERTON CORP is a California corporation
16 qualified to conduct business in California with its principal place of business in Fullerton,
17 California.

18 4. Defendant UNITED DENTAL IRVINE CORP is a California corporation
19 qualified to conduct business in California with its principal place of business in Irvine,
20 California.

21 5. Defendant UNITED DENTAL NORTHRIDGE CORP. is a California
22 corporation qualified to conduct business in California with its principal place of business in
23 Northridge, California.

24 6. Defendant UNITED DENTAL WILSHIRE CORPORATION is a California
25 corporation qualified to conduct business in California with its principal place of business in
26 Los Angeles, California.

27 7. Defendant JEONG HOON KIM ("Defendant Kim") is and has at all relevant
28 times herein been the owner, director, chief executive officer, president and/or the majority,

1 principle and primary shareholder in control of United Dental Corporation, United Dental
2 Fullerton Corp., United Dental Irvine Corp., UD 1227 W. 17th St Santa Ana, United Dental
3 Northridge Corp, United Dental Wilshire Corp., UD 18102 Pioneer Blvd Artesia Corp, and UD
4 20150 Golden Springs Drive Diamond Bar, LLC (collectively referred to herein as the "United
5 Dental Corporate Defendants") doing business in the State of California. At all relevant times
6 herein, Defendant Jeong Hoon Kim is believed to have his principle California residence
7 located in Los Angeles, California. Defendant Kim is not, and has never been, a licensed
8 dentist in California.

9 8. There exists, and at all times herein mentioned there existed, a unity of interest
10 between Defendant Kim and United Dental Corporate Defendants such that any individuality
11 and separateness between Defendant Kim and United Dental Corporate Defendants has ceased,
12 and United Dental Corporate Defendants are the alter ego of Defendant Kim.

13 9. Adherence to the fiction of the separate existence of United Dental Corporate
14 Defendants as entities separate and distinct from Defendant Kim would permit an abuse of
15 corporate privilege and would promote injustice. Indeed, United Dental Corporate Defendants
16 are, and at all times mentioned herein were, a mere shell, instrumentality, and conduit through
17 which Defendant Kim carried on his business in the corporate name, while exercising complete
18 control and dominance of such business to such an extent that any individuality or separateness
19 of United Dental Corporate Defendants from Defendant Kim does not, and at all times
20 mentioned herein did not, exist.

21 10. By reason of his acts, omissions, management positions, shareholdings,
22 ownership and operations, Defendant Kim controlled United Dental Corporate Defendants.
23 Defendant Kim had power, influence and control over United Dental Corporate Defendants.
24 Defendant Kim participated in, authorized, directed, knowingly consented to, or approved of the
25 wrongful acts alleged herein against the United Dental Corporate Defendants. A result has been
26 the causes of actions against the United Dental Corporate Defendants complained of herein.

27 11. Defendant UD 1227 W 17TH ST SANTA ANA CORP. is a California
28 corporation with its principle place of business in Santa Ana, California.

1 **GENERAL ALLEGATIONS**

2 18. On or about March 9, 2009, Defendant United Dental Corporation and
3 Defendant Kim opened a United Dental Group office at 10130 Garden Grove Blvd., #201 in
4 Garden Grove, California and started offering dental services to consumers. Neither defendant
5 is licensed or permitted to perform dentistry in the State of California. Defendant United Dental
6 Corporation and Defendant Kim failed to comply with any of the regulations that govern the
7 establishment of a dental practice in California.

8 19. Without the proper licenses or necessary permits, starting in around 2010,
9 defendants proceeded to open multiple additional dental offices in California while receiving
10 substantial revenues. The Defendants use the same unapproved fictitious business name to
11 market their dental practices and share the same website and marketing materials to advertise to
12 consumers in California.

13 20. Indeed, Defendants' own promotional materials indicate that they serves
14 consumers with highly skilled dentists and professionals located in hundreds of offices.
15 Defendants marketed and sold, and continue to market and sell, their subject Dental Services
16 and have transacted, and continue to transact business through the dissemination of
17 advertisements for, and sale of, the subject Dental Services.

18 21. Defendants, and each of them, are responsible for the acts and omissions of the
19 others and are parties acting in active concert and participation with each other. These parties
20 have acted, and continue to act, in concert with each other, and have aided and abetted each
21 other, cooperated with each other in the planning of, participation in, and facilitation of, the
22 selling, marketing, and promoting of the subject Dental Services.

23 22. At all times relevant to the matters alleged in this Complaint, Defendants have
24 made, and continue to make, misrepresentations and/or omissions regarding its Dental Services.

25 23. Specifically, (a) Defendants have engaged in the unlicensed practice of dentistry
26 because each Defendant has owned, managed, and/or conducted a place where dental operations
27 are performed without a valid dental license; (b) none of Defendants' places of operation were
28 registered according to applicable laws, which required a licensed dentist to register all places

1 of business with the Dental Board; (c) Defendants failed to obtain pre-approval for the operation
2 of more than one place of practice by the Dental Board; (d) Defendants failed to obtain the
3 necessary permit for the use of the fictitious business name "United Dental Group" or meet the
4 requirements for use of such fictitious business name; (e) Jeong Hoon Kim has been the owner,
5 director and/or primary shareholder with the ability to manage and control the United Dental
6 Corporate Defendants' businesses in violation of applicable laws; and (f) Defendants'
7 advertisements and marketing using the United Dental Group name, and other statements are
8 false and misleading.

9 24. Indeed, beginning on or about May 2009 and continuing until the present date,
10 defendants have marketed their dental business using the unpermitted trade name "United
11 Dental Group" via their shared website, at their physical locations, and in print and other
12 electronic advertising forms. Defendants tout the United Dental Group as growing rapidly with
13 massive plans to expand throughout the United States and they encourage consumers to select
14 United Dental Group by claiming, *inter alia*, that United Dental Group offers the latest
15 technology and numerous convenient locations. This mass collective branding and marketing
16 campaign is misleading to consumers who are led to believe the group is a legitimate business,
17 legally operating in California, and thus unfairly induces consumers to purchase Dental Services
18 from Defendants. Defendants knowingly and intentionally marketed their business in such
19 fashion.

20 25. Moreover, Defendants bait consumers by representing, through marketing,
21 advertising, and promotions, including in newspapers distributed in California, on the Internet;
22 and in directories that a consumer can receive the subject Dental Services from Defendants at
23 significantly discounted prices. However, when a consumer seeks to obtain the subject Dental
24 Services from Defendants, the consumer is actually charged a different and higher price than
25 advertised in what is essentially tantamount to a bait and switch scheme.

26 26. On or about and prior to February 15, 2013, Plaintiff saw and read Defendants'
27 newspaper advertisements stating, *inter alia*, that a consumer would be charged \$999 for an
28 "FDA Approved Implant" with the "PFM Crown included" although the regular price, which

1 was crossed out, was \$2500. The advertisements also stated that Orthodontics would cost
2 \$2999 although the regular price, which was crossed out, was \$3,500. The advertisements also
3 stated “\$1 Scaling”; “Free X-Ray”; “Free Check-Up”; and “Free Consultation”. The
4 advertisements also included pictures of individuals’ mouths and teeth. The advertisements did
5 not make any distinctions as to whether the prices would be different if paid for by cash, credit
6 card, or insurance. The advertisement’s text included references to “United Dental Group”;
7 “UD Dental Group”; and “www.uniteddentalgroup.com.”

8 27. On February 15, 2013, Plaintiff went to Defendants’ location at 10130 Garden
9 Grove Blvd #201, Garden Grove, CA 92844 seeking to get an FDA Approved Implant for a
10 tooth. Based on Defendants’ advertisements, Plaintiff should have only been charged a total of
11 \$999 for the Implant, including the PFM Crown. However, on February 15, 2013, Plaintiff was
12 told at Defendants’ location in Garden Grove that the Implant would cost \$2,050 and that
13 Plaintiff had to pay \$730 out of his own pocket that day. Thus, on February 15, 2013, Plaintiff
14 paid \$730 out of pocket at Defendants’ Garden Grove location. Plaintiff was also given a
15 professional card from “United Dental Group” indicating, *inter alia*, that Defendants “serves
16 you with highly skilled dentists and professionals located in 120 branches . . . Scaling, Exam,
17 Consultation, and 3D X-Ray ALL for \$1.”

18 28. On or about July 18, 2013, Defendants directly sent Plaintiff a bill in connection
19 with the subject Implant work, which was advertised to have cost only \$999, to his home
20 address in Orange County, California in an envelope from “United Dental Group.” Defendants’
21 bill to Plaintiff Khai Tu had a billing date of July 17, 2013 and was contained in an envelope
22 post-marked July 18, 2013 addressed directly to Plaintiff at his home address. Plaintiff received
23 Defendants’ bill to him on or about July 19, 2013 and was alarmed to find that Defendants’ bill
24 reflected a new outstanding balance of \$2,721.50 and a demand that Plaintiff make a payment
25 of \$2,721.50 directly to Defendants. In this regard, Defendants’ bill included a payment coupon
26 with Plaintiff’s name and home address stating that Plaintiff should detach and return it to
27 Defendants with his payment to ensure proper credit by Defendants. As of on or about August
28 2013, Defendants had submitted bills totaling approximately \$4,880.00 in connection with the

1 Implant work for Plaintiff, which was advertised to have cost only \$999. As a consequence of
2 Defendants' conduct, Plaintiff has suffered injury in fact and lost money.

3 29. Plaintiff and members of the Class overpaid for the Dental Services because the
4 value of the Dental Services was diminished at the time it was sold to consumers. Had Plaintiff
5 and members of the Class been made aware that Defendants' dental business was unlicensed,
6 not legally operating in California, or that they would be charged more than the advertised price
7 for Dental Services, Plaintiff and the members of the Class would not have purchased the
8 Dental Services, would have paid less for them, or would have purchased dental services from
9 another competing, licensed and legally operating dental business. For the reasons alleged in
10 this Class Action Complaint, Defendants' Dental Services were worth less than what Plaintiff
11 and members of the Class paid for them. Thus, Plaintiff and the Class members have suffered
12 an injury in fact as a result of Defendants' conduct.

13 **CLASS ACTION ALLEGATIONS**

14 30. Plaintiff brings this suit as a class action on behalf of himself and all others
15 similarly situated pursuant to California Civil Procedure Code section 382, California Business
16 & Professions Code section 17203 and California Civil Code section 1781.

17 31. Plaintiff brings this action on behalf of a California class and California sub-class
18 (collectively, "Class") consisting of:

19 California Class

20 All Persons in the State of California who, during the time period permitted by
21 applicable statutes of limitations, purchased Dental Services from Defendants.

22 California Sub-Class

23 All persons in the State of California who, during the time period permitted by
24 applicable statutes of limitations, purchased Dental Services from Defendants that were
25 marketed or advertised at a discounted price.

26 Excluded from the Class are (1) the Defendants, the Defendants' employees, officers,
27 directors, principals, legal representatives, successors, assigns, subsidiaries, affiliates, officers,
28 or directors; (2) any entity which any defendant has a controlling interest in; and (3) the

1 Judge(s) to whom this action is assigned and any members of the immediate families of
2 individuals in the excluded categories.

3 32. The persons in the Class are so numerous that the joinder of all such persons is
4 impracticable and that the disposition of their claims in a class action rather than in individual
5 actions will benefit the parties and the Court.

6 33. There is a well-defined commonality and community of interest in the questions
7 of law and fact involving and affecting all members of the Class exists and common questions
8 of fact and law predominate over questions which may affect only individual Class members.

9 The questions of fact and law common to the Class include, *inter alia*:

- 10 a. Whether Defendants made representations, expressly or by implication, that
11 they were a legal dental business and that they were licensed to practice
12 dentistry in California.
- 13 b. Whether Defendants made representations, expressly or by implication, that
14 Dental Services for (1) Implants; (2) Orthodontics; (3) Scaling; and (4) X-
15 Rays / Check-Ups / Consultations would be provided at discounted prices.
- 16 c. Whether Defendants engaged in deceptive acts and practices in violation of
17 California Civil Code section 1750, et seq.
- 18 d. Whether Defendants' conduct is an unlawful, deceptive, and/or unfair act or
19 practice within the meaning of California Business & Professions Code
20 section 17200, et seq.
- 21 e. Whether Defendants' advertising, marketing or promotions are untrue and/or
22 misleading within the meaning of California Business & Professions Code
23 section 17500, et seq.
- 24 f. Whether Defendants' conduct constitutes common law fraudulent
25 misrepresentation;
- 26 g. Whether Defendants' conduct constitutes deceit within the meaning of
27 California Civil Code sections 1710(1) and/or 1710(2).
- 28 h. Whether Defendants' conduct constitutes common law fraudulent

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concealment;

- i. Whether Defendants’ conduct constitutes concealment within meaning of California Civil Code §1710(3);
- j. Whether Defendants, through their conduct alleged in this Complaint, received money that, in equity and good conscience, belongs to members of the proposed Class;
- k. Whether Plaintiff and the other members of the Class are entitled to equitable relief including, but not limited to, restitution and /or disgorgement of profits.
- l. The appropriate measure of restitution and / or damages.
- m. Whether Plaintiff and members of the Class are entitled to injunctive relief, and if so, the appropriate measure of injunctive relief.

34. Plaintiff’s claims are typical of the claims of the members of the Class because Plaintiff and each member of the Class purchased Dental Services from Defendants within the applicable statutory period prior to the filing of this action to the present. Plaintiff has no interests antagonistic to those of the Class and Defendants have no defenses unique to Plaintiff.

35. Plaintiff will fairly and adequately protect the interests of the members of the Class and Plaintiff has no interests which are contrary to or in conflict with those of the Class she seeks to represent. Plaintiff has retained competent counsel experienced in class action litigation to further ensure such protection and intend to prosecute this action vigorously.

36. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for the party opposing the Class and would lead to repetitious trials of the numerous common questions of fact and law. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. As a result, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

37. Defendants have acted or refused to act on grounds generally applicable to the Class, which makes final declaratory or injunctive relief appropriate.

1 38. The questions of law and fact common to members of the Class predominate
2 over any questions affecting only individual members.

3 39. A class action is superior to other available methods for the fair and efficient
4 adjudication of this controversy because joinder of all members is impracticable. Disposition of
5 the Class claims in a class action, rather than in individual actions, will benefit the parties and
6 the Court, because:

- 7 a. The losses to Plaintiff and other similarly situated consumers are relatively
8 small;
- 9 b. It is economically unfeasible and impractical for individual Class members to
10 obtain private counsel;
- 11 c. The burden imposed on the judicial system by approximately thousands of
12 actions vastly outweighs any burdens that would be imposed by this class
13 action;
- 14 d. Thousands of actions prosecuted against Defendants could, and most likely
15 would, result in inconsistent standards of conduct for Defendants; and
- 16 e. The public interest would be best served by obtaining a definitive answer to
17 questions posed by this case.

18 40. The proposed Class action is manageable.

19 41. Proper and sufficient notice of this action may be provided to the Class members
20 through notice published in publications, and/or through retail stores, Defendants' web sites, and
21 the media.

22 42. Plaintiff and the members of the Class have suffered irreparable harm and as a
23 result of Defendants' wrongful conduct as alleged herein. Absent a representative action,
24 Plaintiff and the members of the Class will continue to suffer losses, thereby allowing these
25 violations of law to proceed without remedy, and allowing Defendants to continue in their
26 campaign of false advertising and retain the proceeds of their unjust profits.

27 **FIRST CAUSE OF ACTION**

28 **Violations of Consumers Legal Remedies Act, Civil Code § 1750, et seq.**

1 (By Plaintiff and the Members of Class Against All Defendants)

2 43. Plaintiff and the Class are consumers as defined by California Civil Code §
3 1761(d).

4 44. In connection with the marketing and sale of the Dental Services, Defendants
5 violated the California Consumers Legal Remedies Act ("CLRA"), codified at Civil Code
6 §1750 et seq., which prohibits the following "in a transaction intended to result or which results
7 in the sale" of goods or services to any consumer:

8 a. Misrepresenting the source, sponsorship, approval, or certification
9 of goods or services. Cal. Civ. Code §1770(a)(2).

10 b. Misrepresenting the affiliation, connection, or association with, or
11 certification by, another. Cal. Civ. Code §1770(a)(3).

12 c. Representing that goods or services have sponsorship, approval,
13 characteristics, ingredients, uses, benefits, or quantities which they do not
14 have or that a person has a sponsorship, approval, status, affiliation, or
15 connection which he or she does not have. Cal. Civ. Code §1770(a)(5).

16 d. Representing that good or services are of a particular standard,
17 quality, or grade, or that goods are of a particular style or model, if they are
18 of another. Cal. Civ. Code §1770(a)(7).

19 e. Advertising goods or services with intent not to sell them as
20 advertised. Cal. Civ. Code §1770(a)(9).

21 f. Making false or misleading statements of fact concerning reasons
22 for, existence of, or amounts of price reductions. Cal. Civ. Code
23 §1770(a)(13).

24 g. Representing that a transaction confers or involves rights,
25 remedies, or obligations which it does not have or involve, or which are
26 prohibited by law. Cal. Civ. Code §1770(a)(14).

27
28

1 h. Representing that a subject of a transaction has been supplied in
2 accordance with a previous representation when it has not. Cal. Civ. Code
3 §1770(a)(16).

4 i. Representing that the consumer will receive a rebate, discount, or
5 other economic benefit, if the earning of the benefit is contingent on an event
6 to occur subsequent to the consummation of the transaction. Cal. Civ. Code
7 §1770(a)(17).

8 45. Plaintiff and the members of the Class have suffered harm and damages as a
9 result of the use or employment by Defendants of methods, acts or practices declared unlawful
10 by California Civil Code § 1770.

11 46. Plaintiff has complied with Civil Code § 1782(a). Plaintiff seeks actual damages
12 on behalf of himself and all Class Members pursuant to Civil Code § 1780(a)(1). Plaintiffs seek
13 punitive damages on behalf of himself and all Class Members pursuant to Civil Code §
14 1780(a)(4).

15 47. Plaintiff seeks an order enjoining Defendants from continuing to employ the
16 unlawful methods, acts and practices alleged above in whatever context it occurs, pursuant to
17 California Civil Code § 1780(a)(2).

18 48. Plaintiff also seeks restitution to Plaintiff and all Class Members of any and all
19 property in the form of money, which may have been acquired by means of any unlawful
20 methods, act or practices by Defendants as alleged above pursuant to Civil Code § 1780(a)(3).

21 49. Plaintiff seeks reasonable attorneys' fees pursuant to California Civil Code
22 section 1780(e).

23 **SECOND CAUSE OF ACTION**

24 **Fraudulent Misrepresentation**

25 (By Plaintiff and the Members of the Class Against All Defendants)

26 50. Plaintiff incorporates by reference each allegation contained in the preceding
27 paragraphs as though fully set forth herein.

28 51. California Civil Code section 1710(1) provides in pertinent part that fraudulent

1 deceit includes [t]he suggestion, as a fact, of that which is not true, by one who does not believe
2 it to be true.”

3 52. California Civil Code section 1710(2) provides in pertinent part that fraudulent
4 deceit includes “[t]he assertion, as a fact, of that which is not true, by one who has no
5 reasonable ground for believing it to be true.”

6 53. Defendants have broadly disseminated and continue to make, by way of, *inter*
7 *alia*, printed and Internet advertisements, the representations herein alleged, to the public
8 including Plaintiff and the Class. Specifically, Defendants represented, as fact, that they were
9 licensed to practice dentistry, operating legally and that Dental Services for (1) Implants; (2)
10 Orthodontics; (3) Scaling; and (4) X-Rays / Check-Ups / Consultations would be provided at
11 discounted prices. Defendants’ representations were and are false because they were not license
12 to practice dentistry nor were they operating legally and consumers were charged for these
13 Dental Services at different and higher prices than what was advertised.

14 54. For example, in or around October 2015, Defendants publically claimed it was
15 operating legally and any complaints against them are false. Defendants placed advertisements
16 with these representations in the Koreadaily newspaper on or about October 10, 2015 and
17 October 16, 2015 and in the Koreatown daily newspaper on or about October 16, 2015.

18 55. Defendants knew or should have known the representations were false when
19 Defendants made them or Defendants made the representations recklessly and without regard
20 for the truth.

21 56. Defendants intended that Plaintiff and Class rely on the representations.

22 57. Plaintiff and the Class reasonably relied on Defendants’ representations.

23 58. Plaintiff and the Class has been harmed and damaged in an amount to be proven
24 at trial.

25 59. The reliance of Plaintiff and the Class on Defendants’ representations was a
26 substantial factor in causing harm and damage to Plaintiff and the Class.

27 60. Plaintiff and the Class members are entitled to punitive damages since
28 Defendants willfully and fraudulently acted with malice, oppression, and/or in conscious

1 disregard for Plaintiff's and the Class members' legal rights.

2 61. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this
3 action against Defendants under California's Code of Civil Procedure §1021.5 and other
4 applicable law in part because:

- 5 a. a successful outcome in this action will result in the enforcement of
6 important rights affecting the public interest by maintaining the integrity of
7 representations made concerning Defendants' Dental Services;
- 8 b. this action will result in a significant benefit to consumers or a large class of
9 persons by bringing to a halt unlawful, unfair, deceptive, and misleading
10 activity and by causing the return of ill-gotten gains obtained by Defendants;
- 11 c. unless this action is prosecuted, members of a large class of persons will not
12 recover those monies, and many consumers would not be aware that they
13 were victimized by Defendants' wrongful acts and practices;
- 14 d. unless this action is prosecuted, Defendants will continue to mislead
15 consumers about the true nature of its Dental Services; and
- 16 e. an award of attorneys' fees and costs is necessary for the prosecution of this
17 action and will result in a benefit to each member of the Class, and
18 consumers in general.

19 **THIRD CAUSE OF ACTION**

20 **Fraudulent Concealment**

21 (By Plaintiff and the Members of the Class Against All Defendants)

22 62. Plaintiff incorporates by reference each allegation contained in the preceding
23 paragraphs as though fully set forth herein.

24 63. California Civil Code section 1710(3) provides in pertinent part that fraudulent
25 deceit includes "[t]he suppression of a fact, by one who is bound to disclose it, or who gives
26 information of other facts which are likely to mislead for want of communication of that fact."

27 64. Defendants have broadly disseminated, by way of printed and Internet
28 advertisements, the representations herein alleged, to the public including Plaintiff and Class

1 members. Specifically, Defendants asserted, as fact, that they were licensed to practice
2 dentistry, operating legally and that Dental Services for (1) Implants; (2) Orthodontics; (3)
3 Scaling; and (4) X-Rays / Check-Ups / Consultations would be provided at discounted prices.
4 However, Defendants suppressed the material facts that Defendants were not licensed to
5 practice dentistry; that they were operating illegally; and that Defendants' Dental Services
6 would not be provided at the advertised prices and that Plaintiff and other consumers would be
7 charged prices higher than advertised. Defendants had a duty to disclose these material facts to
8 Plaintiffs and the Class.

9 65. Defendants intentionally concealed or suppressed these material facts with the
10 intent to defraud Plaintiffs and the Class. Indeed, Defendants suppressed these facts from
11 Plaintiff and the Class with the intent to reap the financial windfall from the sale of Defendants'
12 Dental Services.

13 66. Plaintiffs and the Class members reasonably relied on Defendants' deception.
14 Indeed, Plaintiffs and the Class were unaware of these concealed or suppressed material facts
15 and would not have acted as they did if they had known of the concealed or suppressed material
16 facts.

17 67. Plaintiff and the Class were harmed and damaged in an amount to be proven at
18 trial.

19 68. Defendants' concealment was a substantial factor in causing Plaintiff and the
20 Class harm and damage.

21 69. Plaintiff and each Class member are entitled to punitive damages since
22 Defendants willfully and fraudulently acted with malice, oppression, and/or in conscious
23 disregard for Plaintiff's and the Class members' legal rights.

24 70. Plaintiffs also seek attorneys' fees and costs pursuant to, inter alia, California
25 Civil Code § 1021.5.

26 **FOURTH CAUSE OF ACTION**

27 **False Advertising in Violation of Business and Professions Code § 17500, et seq.**

28 (By Plaintiff and the Members of the Class Against All Defendants)

1 71. Plaintiffs incorporate by reference each allegation contained in the preceding
2 paragraphs as though fully set forth herein.

3 72. Defendants' conduct, misrepresentations, acts and non-disclosures of the
4 material facts alleged in this Complaint constitute false and misleading advertising in violation
5 of California Business & Professions Code §17500, et seq.

6 73. At all times relevant, Defendants, with the intent to directly or indirectly induce
7 the public to purchase the Dental Services, made or disseminated or caused to be made or
8 disseminated before the public in this state through advertisements for the Dental Services,
9 including in newspapers and on the Internet, statements concerning the legitimacy of their
10 dental business and the pricing for the Dental Services, which were untrue or misleading, and
11 which is known, or which by the exercise of reasonable care should be known to be untrue or
12 misleading. Thus, at all relevant times, Defendants so made or disseminated or caused to be so
13 made or disseminated such statements as part of a plan or scheme with the intent not to sell the
14 Dental Services as advertised.

15 74. In making and disseminating the statements and/or omissions alleged herein,
16 Defendants knew, or should have known, that the statements and/or omissions were untrue or
17 misleading, and acted in violation of California Business & Professions Code §17500, et seq.

18 75. Plaintiff and the members of the Class have suffered injury in fact and have lost
19 money as a result of Defendants' false advertising.

20 76. Defendants have been unjustly enriched as a result of their conduct.
21 Accordingly, Plaintiffs and the Class seek, *inter alia*, an Order restoring to Plaintiffs and all
22 Class Members any and all money, which may have been acquired by means of any act or
23 practice by Defendants in violation of Business & Professions Code section 17500.

24 77. Defendants' false advertising presents a continuing threat to consumers in
25 California who have suffered and continue to suffer monetary loss as a result of Defendants'
26 violations of Business & Professions Code section 17500.

27 78. Unless restrained and enjoined by this Court, Defendants are likely to continue to
28 engage in the conduct alleged in this Complaint and continue to harm consumers and reap

1 unjust enrichment. Accordingly, Plaintiffs and the Class seek, *inter alia*, injunctive relief.

2 79. Plaintiffs also seek attorneys' fees and costs pursuant to, *inter alia*, California
3 Civil Code § 1021.5.

4 **FIFTH CAUSE OF ACTION**

5 **Violations of California Business and Professions Code, § 17200 et seq.**

6 (By Plaintiff and the Members of the Class Against All Defendants)

7 80. Plaintiff incorporates by reference each allegation contained in the preceding
8 paragraphs as though fully set forth herein.

9 81. The Unfair Competition Law, Business & Professions Code § 17200, et seq.
10 ("UCL"), prohibits any "unlawful," "fraudulent" or "unfair" business act or practice and any
11 unfair, deceptive, untrue or misleading advertising and any act prohibited by Business &
12 Professions Code § 17500.

13 82. Defendants have committed one or more acts of unfair competition within the
14 meaning of California Business & Professions Code § 17200, et seq. Defendants' conduct
15 alleged in this Second Amended Class Action Complaint constitutes unlawful, fraudulent and
16 unfair business acts or practices; unfair, deceptive, untrue and misleading advertising; and
17 violates Business & Professions Code § 17500.

18 83. Plaintiff is a "person" within the meaning of Business & Professions Code §
19 17204 as defined by Business & Professions Code § 17201 and therefore, he has standing to sue
20 for any violation of Business & Professions Code § 17200 et seq. on behalf of himself and on
21 behalf of the general public pursuant to Business & Professions Code § 17204.

22 84. Plaintiff is a person within the meaning of Business & Professions Code § 17204
23 as defined by Business & Professions Code § 17201 and therefore, she has standing to sue for
24 any violation of Business & Professions Code § 17200, et seq. on behalf of herself and on
25 behalf of the general public pursuant to Business & Professions Code § 17204.

26 85. Defendants have engaged in unlawful, unfair, and fraudulent business practices
27 and false advertising by marketing and advertising themselves as a legitimate, legal and licensed
28 dental practice when they were not and by marketing and advertising Dental Services at

1 discounted prices but actually charging and selling them to consumers that different and higher
2 prices.

3 86. In the course of conducting business, Defendants committed unlawful business
4 practices by, *inter alia*, making the representations and omissions of material facts, as alleged in
5 this Complaint. Indeed, the advertising and marketing of the Dental Services violate the
6 following laws, among others:

- 7 ● California Business and Professions Code sections 651 et seq.; 1650-1654;
8 1658-1658.6; 1701-1701.5; 1724.5; 1805; and 17900 et seq.;
- 9 ● California Corporations Code section 13400-13410;
- 10 ● The California Consumer Legal Remedies Act (Cal. Civil Code § 1750, et seq.);
- 11 ● California common law, including with respect to fraudulent misrepresentation
12 and fraudulent concealment;
- 13 ● Deceit under California Civil Code sections 1710(1) and 1710(2);
- 14 ● Concealment under California Civil Code section 1710(3); and
- 15 ● The California False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.).

16 87. Defendants' business practices, as alleged in this Complaint, are "unfair"
17 because they offend established public policy and/or are immoral, unethical, oppressive,
18 unscrupulous and/or substantially injurious to consumers as alleged in this Complaint. Among
19 other things, consumers are led to believe that they are purchasing Dental Services from a legal
20 dental business licensed to practice dentistry in California when Defendants were not; and that
21 consumers can purchase Defendants' Dental Services at the advertised prices when, in fact,
22 Defendants had no intention or permitting consumer to do so. Defendants' acts and omissions
23 violate and offend California public policy against engaging in false, deceptive, and misleading
24 advertising, marketing, unfair competition and deceptive conduct towards consumers.

25 88. Defendants' conduct, as alleged in this Complaint, was and is fraudulent and
26 constituted unfair, deceptive, untrue or misleading advertising due to Defendants' intentional
27 misrepresentations and concealments with respect to the material facts that Defendants were
28 not operating a legal dental business; were not licensed to practice dentistry in California; and

1 that consumers would not be charged for Dental Services at the advertised prices.

2 89. Plaintiffs and the Class reserve the right to allege other violations of law which
3 constitute other unlawful business acts or practices. Such conduct is ongoing and continues.

4 90. There were reasonably available alternatives to further Defendants' legitimate
5 business interests, other than the conduct alleged in this Complaint.

6 91. Plaintiff and the members of the Class have suffered injury in fact and have lost
7 money as a result of Defendants' false advertising.

8 92. Defendants have been unjustly enriched as a result of their conduct.
9 Accordingly, Plaintiffs and the Class seek, *inter alia*, an Order restoring to Plaintiffs and all
10 Class Members any and all money, which may have been acquired by means of any act or
11 practice by Defendants that constitutes unfair competition as defined pursuant to Business &
12 Professions Code section 17200.

13 93. Defendants' acts, omissions and practices of unfair competition present a
14 continuing threat to consumers in California who have suffered and continue to suffer
15 monetary loss as a result of Defendants' violations of Business & Professions Code section
16 17200.

17 94. Unless restrained and enjoined by this Court, Defendants are likely to continue
18 to engage in the conduct alleged in this Second Amended Class Action Complaint and continue
19 to harm consumers and reap unjust enrichment. Accordingly, Plaintiffs and the Class seek,
20 *inter alia*, injunctive relief.

21 95. Plaintiffs also seek attorneys' fees and costs pursuant to, *inter alia*, California
22 Civil Code § 1021.5.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for relief as follows:

- 25 i. For an Order enjoining Defendants from continuing to employ the
26 unlawful methods, acts and practices described herein;
- 27 ii. For restitution to Plaintiff and all Class Members of any and all
28 property in the form of money, which may have been acquired by

1 means of any unlawful methods, act or practices by Defendants as
2 alleged herein;

3 iii. Pursuant to California Civil Code section 1780(a)(2), Plaintiff prays
4 for an Order enjoining Defendants from continuing to employ the
5 unlawful methods, acts and practices described herein on Plaintiff's
6 cause of action for Violations of Consumers Legal Remedies Act,
7 Civil Code § 1750, et seq.;

8 iv. Pursuant to California Business and Professions Code sections 17203
9 and 17535 and pursuant to the equitable powers of this Court,
10 Plaintiff prays that Defendants be preliminarily and permanently
11 enjoined from Defendants' acts in violation of Business &
12 Professions Code sections 17200 and 17500 as described herein

13 v. Pursuant to California Business and Professions Code sections 17203
14 and 17535 and pursuant to the equitable powers of this Court,
15 Plaintiff prays that Defendants be ordered to restore all funds paid by
16 Plaintiff and all Class Members as a result of any act or practice of
17 Defendants declared by this Court to constitute of violation of
18 California Business and Professions Code sections 17200 or 17500
19 described herein on Plaintiff's causes of action for False Advertising
20 in Violation of Business and Professions Code §17500, et seq. and
21 Violation of California Business and Professions Code, §17200 et
22 seq.;

23 vi. For monetary damages in an amount to be proven at trial;

24 vii. For punitive damages;

25 viii. An Order declaring this action to be a Class Action and certifying the
26 Class as alleged on all of Plaintiff's causes of action;

27 ix. For interest on these sums at the legal rate from the date of each
28 unlawful collection of funds paid to Defendants by Plaintiff and

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others similarly situated;

- x. For attorneys' fees pursuant to, *inter alia*, California Civil Code § 1780(e) and California Civil Procedure Code § 1021.5;
- xi. For costs of suit herein incurred; and
- xii. For such further relief as the Court may deem proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED: March 7, 2016

**LAW OFFICES OF GERALD S. OHN, APC
LAW OFFICE OF YOUNG W. RYU
A PROFESSIONAL LAW CORPORATION**

By: _____

Gerald S. Ohn, Esq.
Young W. Ryu, Esq.
Attorneys for Plaintiff

1 PROOF OF SERVICE

2 I, Gerald S. Ohn, declare:

3 I am over the age of 18 years and not a party to this action. My business address is 3435
4 Wilshire Boulevard, Suite 2700, Los Angeles, CA 90010, which is located in the county where
5 the mailing described below occurred.

6 On March 11, 2016, I electronically served a copy of the attached document entitled
7 THIRD AMENDED CLASS ACTION COMPLAINT and a copy of this declaration via CASE
8 ANYWHERE on the following recipients.

9
10 LAW OFFICE OF YOUNG W. RYU
11 A PROFESSIONAL LAW CORPORATION
12 Young W. Ryu, Esq. (SBN 266372)
13 9595 Wilshire Blvd, Suite 900
14 Beverly Hills, California 90212
15 Email: young.ryu@youngryulaw.com

16 Attorney for Plaintiff KHAI TU

17 CALVIN E. DAVIS, Esq. (SBN: 101640)
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25 Attorneys for Defendants UNITED DENTAL CORPORATION; UNITED DENTAL
26 FULLERTON CORP; UNITED DENTAL IRVINE CORP; UNITED DENTAL NORTHRIDGE
27 CORP.; and UNITED DENTAL WILSHIRE CORPORATION

28 I certify and declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct to the best of my knowledge.

Date: March 11, 2016

s/ Gerald S. Ohn
