

05/30/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

1 **LAW OFFICES OF GERALD S. OHN, APC**
2 GERALD S. OHN (SBN 217382)
3 gerald@ohnlaw.com
4 25129 The Old Road, Suite 207
5 Stevenson Ranch, CA 91381
6 Telephone: (661) 753-3391
7 Facsimile: (310) 694-3049

8 **LOYR, APC**
9 YOUNG W. RYU, ESQ. (SBN 266372)
10 young.ryu@loywr.com
11 3130 Wilshire Boulevard, Suite 209
12 Los Angeles, California 90010
13 Telephone: (888) 365 – 8686
14 Facsimile: (800) 576 – 1170

15 Attorneys for Plaintiff and the Class

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

15 KHAI TU, on behalf of himself and all others
16 similarly situated,

17 Plaintiffs,

18 v.

19 UNITED DENTAL CORPORATION; UNITED
20 DENTAL FULLERTON CORP; UNITED
21 DENTAL IRVINE CORP; UNITED DENTAL
22 NORTHRIDGE CORP.; UNITED DENTAL
23 WILSHIRE CORPORATION; and DOES 1
24 through 300, inclusive,

25 Defendants.

Case No. BC542678

[CLASS ACTION]

~~PROPOSED~~ FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT

Dept.: 10

Judge: Honorable William F. Highberger

Action Filed: April 14, 2014

Electronically Received 05/08/2023 01:04 PM

1 **ORDER**

2 The motions of plaintiff Khai Tu (“Plaintiff”) for Final Approval of Class Action
3 Settlement and Motion for Attorneys’ Fees and Costs (collectively, the “Motions”) came on for
4 hearing on May 30, 2022 at approximately 11:00 a.m. before the Honorable William F.
5 Highberger in Department 10 of the above-entitled Court at 312 N. Spring Street, Los Angeles,
6 California 90012. All parties present made their appearances.

7 1. The unopposed Motions are granted.

8 2. Except as otherwise noted, all terms used in this Order shall have the meanings
9 attributed to them in the Settlement Agreement and Release and Addendum thereto (“Settlement
10 Agreement” or “Settlement”) filed with this Court on November 16, 2022;

11 3. The Court has personal jurisdiction over the Parties and all Class Members. The
12 Court has subject matter jurisdiction over the claims asserted in the Action.

13 4. Pursuant to California Code of Civil Procedure section 382 and California Rule of
14 Court 3.769, subdivision (d), this action was certified as a Class Action pursuant to this Court’s
15 Order Granting Plaintiff’s Motion for Class Certification of April 18, 2019. The Settlement Class
16 is defined as all Persons in the State of California who purchased Dental Services at Defendants’
17 locations in California from April 14, 2010, to February 7, 2019. The Class Period means the
18 time period from April 14, 2010 through February 7, 2019.

19 5. The terms and conditions of the Settlement Agreement have been entered into in good
20 faith and are hereby fully and finally approved as fair, adequate, and reasonable; in the best
21 interests of Plaintiff and Class Members; and in full compliance with California law, including
22 the provisions of California Code of Civil Procedure Section 382, California Rule of Court 3.769,
23 and any other applicable law. The Court approves the Settlement as fair, adequate, and
24 reasonable based on the following factors, among others:

25 a. There is no fraud or collusion underlying the Settlement, and it was reached as a
26 result of arms’ length negotiations, which included two Mandatory Settlement Conference
27 sessions and direct settlement negotiations, warranting a presumption in favor of approval.

28 b. The complexity, expense, and likely duration of the Action favor settlement. Based on

1 the stage of the Action and the amount of investigation and discovery completed, the Parties
2 developed a sufficient factual record to evaluate their chances of success at trial and the proposed
3 Settlement.

4 c. The support of Class Counsel, who are skilled and experienced in class action
5 litigation such as this and have properly and fully evaluated the merits of the claims of Plaintiff
6 and the Class and the proposed Settlement, and Plaintiff, who have participated in the Action and
7 evaluated the proposed Settlement, also favor final approval.

8 d. The Court has determined that the proposed Settlement of the claims of Class
9 Members against Defendants, and each of them, as well as the release of Defendants and the
10 Released Parties, the meaningful relief provided to Class Members – in the form of Defendants’
11 agreement to distribute Fifty Dollar (\$50.00) checks to eligible Class Members as described in the
12 Settlement Agreement – and the award of the requested attorneys’ fees and costs and incentive
13 award to the representative Plaintiff, are fair, reasonable, and adequate. In this regard, the
14 Settlement certainly falls within the range of possible recoveries by the Class.

15 6. The dissemination of the Notice Packet and Publication Notice in accordance with the
16 Settlement Agreement and the Preliminary Approval Order constituted:

17 a. The best practicable notice to members of the Class;
18 b. Notice that was reasonably calculated, under the circumstances, to apprise
19 Class members of (i) the pendency of the Action; (ii) the terms of the proposed Settlement; (iii)
20 their rights under the proposed Settlement; (iv) their right to exclude themselves from the Class
21 and the proposed Settlement; (v) their right to object to any aspect of the proposed Settlement
22 (including, but not limited to, final certification of the Class, the fairness, reasonableness, and
23 adequacy of the proposed Settlement, the adequacy of the Class’s representation by Plaintiff’s
24 Counsel, and the award of attorneys’ fees and costs and incentive awards); (vi) their right to
25 appear at the Fairness Hearing, either on their own or through counsel hired at their own expense,
26 if they did not exclude themselves from the Class; and (vii) the binding effect on all persons who
27 did not request exclusion from the Class.

28 c. Notice that was reasonable, due, adequate, and sufficient for all persons

1 entitled to notice; and

2 d. Notice that fully satisfied all applicable requirements of California Code of
3 Civil Procedure Section 382, California Rules of Court 3.766 and 3.769, the Constitutions of
4 California and the United States, and all other requirements of law and due process.

5 7. The following attorneys are appointed Class Counsel:

6 Gerald S. Ohn, Esq.
7 LAW OFFICES OF GERALD S. OHN, APC
8 25129 The Old Ranch Road, Suite 207
9 Stevenson Ranch, California 91381
10 Email: gerald@ohnlaw.com
11 Tel.: (661) 753-3391

12 Young W. Ryu, Esq.
13 LOYR, APC
14 3130 Wilshire Blvd., Ste 209
15 Los Angeles, CA 90010
16 Email: young.ryu@loywr.com
17 T: (888) 365-8686

18 The Court previously appointed interim Class Counsel in the Preliminary Approval Order. The
19 Court finds that Class Counsel are experienced and qualified counsel and have fairly and
20 diligently prosecuted this action on behalf of Plaintiff and the Class.

21 8. Plaintiff is the Class representative. Plaintiff has fairly and adequately represented the
22 Class.

23 9. The Court approves of the settlement consideration provided to Class Members in the
24 form of Defendants' agreement to distribute Fifty Dollar (\$50.00) checks to eligible Class
25 Members as described in the Settlement Agreement. The Fifty Dollar (\$50.00) checks shall be
26 distributed to Class Members in accordance with the terms of the Settlement Agreement.

27 10. The Court grants the attorneys' fees award to Class Counsel collectively in the amount
28 of \$2,085,248.01. The time spent on this case by Class Counsel is reasonable.
The billing rates of Gerald S. Ohn of \$_____ per hour and Young W. Ryu of \$_____ per hour are
reasonable, appropriate, and in line with rates prevailing in the community for similar services of
lawyers of reasonably comparable skill, qualifications, and experience. The Court grants the

1 award for litigation costs to Class Counsel collectively in the amount of \$114,751.99 .

2 11. The Court grants the incentive award of \$10,000.00 to Plaintiff.

3 12. The Court approves reimbursement of costs to the Settlement Administrator, CPT
4 Group in the amount \$72,000.00, of which Defendants have already paid \$23,892.40.

5 ^{The 1}
6 13. ✓ All objection(s) to the Settlement are overruled as without merit. The Parties,
7 Class Counsel, and the Settlement Administrator shall take all steps necessary and appropriate to
8 provide Class Members with the benefits to which they are entitled under the terms of the
9 Settlement Agreement.

10 14. Pursuant to the Settlement Agreement, Plaintiff and the Class Members release
11 Defendants and Released Parties from all claims alleged in the Action, and any other claims,
12 alleged or not, reasonably arising out of the same set of operative facts, under the laws of any
13 jurisdiction, including federal law, state law, and common law, whether at law or equity. The
14 foregoing release does not apply to the 3 individuals who opted out of the Settlement: Elliot Han;
15 Tammy Nguyen; and Jiwon Namkung. Moreover, as described in the Settlement Agreement, the
16 Parties agree and the Court expressly holds that the Released Claims do not include personal
17 injury or medical malpractice claims that Class Members may have arising from dental treatment
18 received at Defendants' offices.

19 15. Moreover, pursuant to the Settlement Agreement, Plaintiff Khai Tu also expressly
20 waives and relinquishes for himself only (and no other Class Member), to the fullest extent
21 permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code,
22 which provides: "A general release does not extend to claims that the creditor or releasing party
23 does not know or suspect to exist in his or her favor at the time of executing the release and that,
24 if known by him or her, would have materially affected his or her settlement with the debtor or
25 released party."

26 20. All Class members who did not opt out of the Settlement are bound by the
27 Stipulation of Settlement, the Final Order, and the Final Judgment. The terms of the Stipulation
28 of Settlement and of the Final Order and Final Judgment shall be forever binding on the Parties
and all Class Members, and those terms shall have res judicata and other preclusive effect in all

1 pending and future claims, lawsuits, and other proceedings maintained by or on behalf of any
2 such persons, to the extent those claims, lawsuits, or other proceedings involve matters arising
3 from the facts alleged in the Action.

4 21. Nothing in the Final Order and Final Judgment shall preclude any action to enforce
5 the terms of the Settlement Agreement.

6 22. The Parties, Class Counsel, and the Settlement Administrator are hereby directed
7 to implement and consummate the Settlement Agreement in accordance with its terms and
8 conditions.

9 23. The Court has jurisdiction to enter the Final Order and Final Judgment. Without
10 affecting the finality of the Final Order and Final Judgment, the Court expressly retains
11 continuing jurisdiction over this Action, the Parties, and Class members for the purpose of
12 administering, consummating, enforcing, and interpreting the Settlement, the Settlement
13 Agreement, the Final Order, and the Final Judgment, including, without limitation, the
14 distribution of the \$50 checks to eligible Class Members; the payment of the Incentive Award; the
15 payment off Attorneys' Fees and Costs, and resolving any disputes or claims arising out of the
16 Settlement, the Stipulation of Settlement, the Final Order, and the Final Judgment.

17 24. Nothing in this Order shall be deemed or construed to be an admission or evidence
18 of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the
19 truth or merit or lack of truth or merit of any of the claims or allegations alleged by Plaintiff in
20 this action.

21 25. The Settlement Administrator is directed to provide notice of the final judgment to
22 Class Member as follows: via U.S. mail for Class Members for whom the Settlement
23 Administrator has street addresses; via email for Class Members for whom the Settlement
24 Administrator has valid email addresses; and posting conformed copies of the Final Order and
25 Judgment on the Settlement website at www.UnitedDentalSettlement.com.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

DATED: 5/30, 2023



The Honorable William F. Highberger