

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiff KHAI TU ("Plaintiff"), on behalf of himself and all others similarly situated, and Defendants JEONG HOON KIM, UNITED DENTAL CORPORATION; UNITED DENTAL FULLERTON CORP.; UNITED DENTAL IRVINE CORP.; UNITED DENTAL NORTHRIDGE CORP.; UNITED DENTAL WILSHIRE CORPORATION; UD 1227 W 17TH ST SANTA ANA CORP.; UD 18102 PIONEER BLVD ARTESIA CORP; UD 20150 GOLDEN SPRINGS DRIVE DIAMOND BAR, LLC ("Defendants") (collectively, the "Parties") enter into this Class Action Settlement Agreement and Release ("Settlement Agreement"), subject to Court approval. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**I. RECITALS**

WHEREAS, on April 14, 2014, Plaintiff, individually and on behalf of all others similarly situated, filed a Class Action Complaint titled *KHAI TU, on behalf of himself and all other similarly situated, Plaintiff, v. UNITED DENTAL CORPORATION; UNITED DENTAL FULLERTON CORP.; UNITED DENTAL IRVINE CORP.; UNITED DENTAL NORTHRIDGE CORP.; UNITED DENTAL WILSHIRE CORPORATION; and DOES 1 through 300, inclusive, Defendants*, with the Superior Court of the State of California in and for the County of Los Angeles as Case No. BC542678, asserting claims against Defendants for (1) Violation 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.; and (5) Violation of California Business and Professions Code §17200 et seq. ("the Action").

WHEREAS, on or about August 4, 2014, Plaintiff filed a First Amended Class Action Complaint in the Action.

WHEREAS, on or about January 21, 2015, Plaintiff filed a Second Amended Class Action Complaint in the Action.

WHEREAS, on or about January 22, 2016, Plaintiff filed an Amendment to Complaint adding JEONG HOON KIM to the Action in place of DOE 1.

WHEREAS, on or about January 22, 2016, Plaintiff filed an Amendment to Complaint adding UD 1227 W 17<sup>TH</sup> ST SANTA ANA CORP. to the Action in place of DOE 2.

WHEREAS, on or about January 22, 2016, Plaintiff filed an Amendment to Complaint adding UD 18102 PIONEER BLVD ARTESIA CORP. to the Action in place of DOE 3.

WHEREAS, on or about January 22, 2016, Plaintiff filed an Amendment to Complaint adding UD 20150 GOLDEN SPRINGS DRIVE DIAMOND BAR, LLC to the Action in place of DOE 4.

**WHEREAS, on or about March 14, 2016, Plaintiff filed a Third Amended Class Action Complaint ("Third Amended Complaint") in the Action.**

**WHEREAS, on or about January 7, 2019, Plaintiff filed a Motion for Class Certification.**

**WHEREAS, on or about February 7, 2019, Plaintiff's Motion for Class Certification was granted by Judge Michelle Williams Court of the Los Angeles County Superior Court.**

**WHEREAS, on or about April 18, 2019, Judge Daniel J. Buckley signed an Order granting Class Certification and Approving Class Notice. In this regard, GERALD S. OHN of the LAW OFFICES OF GERALD S. OHN, APC, and Young W. Ryu of LOYR, APC were appointed as Class Counsel.**

**WHEREAS, the Court defined the class as: "All Persons in the State of California who purchased Dental Services at Defendants' locations in California from April 14, 2010, to February 7, 2019."**

**WHEREAS, Defendants deny liability, and Plaintiff and Defendants recognize the outcome of the Action and the claims asserted in the Operative Complaint are uncertain, and that pursuing the Action to judgment would entail substantial cost, risk, and delay.**

**WHEREAS, the Parties have explored and discussed at length the factual and legal issues in the Action and have participated in a multi-session Mandatory Settlement Conference with the Hon. Judge David S. Cunningham, concerning the issues raised by Plaintiff and the Class in the Action, and have agreed to a global, final settlement of the Action that resolves all claims and renders the need for further litigation unnecessary.**

**WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Action, or that could have been asserted based upon the facts alleged in the Action, by or on behalf of Plaintiff and members of the Class.**

**WHEREAS, Plaintiff, by and through Class Counsel, have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Action; (b) engaged in investigation and discovery of the claims asserted in the Action, including discovery obtained by Plaintiff in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Action, including the defenses that Defendants would likely assert.**

**WHEREAS, Class Counsel is experienced in this type of class litigation, recognize the costs and risks of prosecution of this Action, and believe that it is in the best interest of Plaintiff and the Class, to resolve this Action, and any and all claims against Defendants arising from the conduct alleged in the Action, and in this Settlement Agreement.**

**WHEREAS, Defendants do not believe Plaintiff's claims are meritorious and have denied and continue to deny any and all claims alleged by Plaintiff, and have denied and continue to deny that they are legally responsible or liable to Plaintiff or any member of the Class for any of**

the matters and/or claims asserted in this Action, but have concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiff and all members of the Class relating to claims which were or could have been asserted by Plaintiff and the Class in this Action relating to claims which were or could have been asserted by Plaintiff and the Class in the Action.

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable.

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties supervised by the Hon. Judge David S. Cunningham, who was selected by the Court to conduct a Mandatory Settlement Conference and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court-approval process set forth herein.

WHEREAS, the Parties and their attorneys believe this Settlement Agreement offers significant benefits to the Class and is fair, reasonable, adequate and in the best interest of the Class.

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf of the Class, and Defendants.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. "Action" means the action captioned KHAI TU, on behalf of himself and all other similarly situated, Plaintiff, v. UNITED DENTAL CORPORATION; UNITED DENTAL FULLERTON CORP.; UNITED DENTAL IRVINE CORP.; UNITED DENTAL NORTHRIDGE CORP.; UNITED DENTAL WILSHIRE CORPORATION; and DOES 1 through 300, inclusive, Defendants, pending in the Superior Court of the State of California, County of Los Angeles, Case No. BC542678.

B. "Settlement Agreement" means this Settlement Agreement.

C. "Approved Claim" means a timely submitted Claim by a Settlement Class Member that is approved by the Settlement Administrator.

D. "Claim Form" means the form(s) Settlement Class Members must submit to be eligible for Settlement Benefits. The Claim Form will be substantially similar to the form

attached hereto as **Exhibit A**, which may be modified to meet the requirements of the Settlement Administrator.

E. "Claim Deadline" means the last day to submit a timely Claim, which will occur ninety (90) days after the Settlement Administrator sends notice of this Settlement Agreement to the Class.

F. "Claims Period" means the period of time during which Settlement Class Members may submit Claims to receive Settlement Benefits.

G. "Class" means: "All Persons in the State of California who purchased Dental Services at Defendants' locations in California from April 14, 2010, to February 7, 2019."

H. "Class Counsel" means LAW OFFICES OF GERALD S. OHN, APC, and LOYR, APC.

I. "Class Counsels' Fees and Expenses" means the reasonable attorneys' fees and expenses of Class Counsel approved by the Court.

J. "Class List" means the list of persons who are members of the Class whose name and the last known street mailing address of each such person appear on the list, including email addresses if known, with the Class List to be provided to the Settlement Administrator by CPT Group or Defendants. The Class List may also contain additional identifying information if necessary.

K. "Class Members" means the persons who are members of the Class.

L. "Class Notice" means the Court-approved form of notice to the Class, informing the Class of, among other things, the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; and (iii) their opportunity to participate in, object to, or exclude themselves from participation in this Settlement.

M. "Court" means the Superior Court of the State of California, County of Los Angeles, the Honorable William F. Highberger, or such other judge to whom the Action may hereafter be assigned.

N. "Defendants' Counsel" means Jon P. Kardassakis, Esq. and Edward W. Seo, Esq. of Lewis Brisbois Bisgaard & Smith LLP.

O. "Effective Date" means sixty days after the Court enters its Order and Judgment granting final approval of this settlement if (a) no appeal has been taken and the time to appeal has expired, or (b) any appeal or other appellate review has been finally resolved in a manner that affirms the Final Approval Order and Judgment in all material respects.

P. "Final Approval Hearing" means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and Judgment.

**Q. "Settlement Class Members" means all members of the Settlement Class who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement Agreement and whose name appears on the Class List.**

**R. "Incentive Award" means the amount approved by the Court to be paid to Plaintiff to compensate him for the time and effort on behalf of the Class, which shall not under any circumstances exceed ten thousand dollars (\$10,000).**

**S. "Mailed Notice" means the Class Notice sent by U.S. Mail, which will be in a form substantially similar to the document attached hereto as **Exhibit B**.**

**T. "Members of the Class" means those persons in the State of California who purchased Dental Services at Defendants' locations in California from April 14, 2010, to February 7, 2019.**

**U. "Objection Deadline" means the last day for Settlement Class Members to object to the Settlement Agreement, which will be sixty (60) days after the Settlement Administrator sends notice of this Settlement Agreement to the Class or such other time as the Court orders.**

**V. "Opt – Out Deadline" means the last day for members of the Class to exclude themselves from participation in this Settlement Agreement by sending to the Settlement Administrator a Request for Exclusion. The Opt-Out Deadline will be sixty (60) days after the Settlement Administrator sends notice of this Settlement Agreement to the Class or such other time as the Court orders.**

**W. "Parties" means the Plaintiff and Defendants.**

**X. "Preliminary Approval Order" means the order of the Court preliminarily approving this Settlement Agreement.**

**Y. "United Dental" means and includes every United Dental office location and/or company named as Defendants in the Action.**

**Z. "Released Claims" means all claims alleged in the Action, and any other claims, alleged or not, reasonably arising out of the same set of operative facts, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity.**

**AA. "Released Parties" means UNITED DENTAL CORPORATION; UNITED DENTAL FULLERTON CORP.; UNITED DENTAL IRVINE CORP.; UNITED DENTAL NORTHRIDGE CORP.; UNITED DENTAL WILSHIRE CORPORATION; UD 1227 W 17<sup>TH</sup> ST SANTA ANA CORP.; UD 18102 PIONEER BLVD ARTESIA CORP.; UD 20150 GOLDEN SPRINGS DRIVE DIAMOND BAR, LLC; and JEONG HOON KIM, and each of their respective parent companies, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of their respective past and present shareholders, directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers, assigns, all persons who acted on their behalf and related or affiliated entities.**



BB. "Request for Exclusion" means a writing submitted by a Member of the Class unequivocally communicating that person elects to be excluded from and not participate in this Settlement Agreement.

CC. "Settlement Administrator" means \_\_\_\_\_, an experienced Settlement Administrator that is approved by the Court.

DD. "Settlement Benefits" means the benefits to Settlement Class Members provided for in this Settlement Agreement.

EE. "Settlement Class Member" means a Class Member who has not timely opted-out of participation in this settlement and whose name appears on the Class List.

FF. "Settlement Umpire" means a person approved by the Court to have the power to finally resolve any disputed Claims.

### **III. REQUIRED EVENTS**

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defense Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order and Judgment. Class Counsel, with Defendants pre-filing review, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order or fails to enter the Final Approval Order and Judgment, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement is voidable at the election of Plaintiff or Defendant with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue. Thus, pursuant to California Civil Procedure Code section 583.330, Plaintiff and Defendants hereby stipulate and agree to extend the time within which this action must be brought to trial for an additional period through December 31, 2025.

The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all reasonable actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. In this regard, within ten (10) calendar days after entry of the Preliminary Approval Order,

Defendants shall provide to the Settlement Administrator and Class Counsel the Class List, in a readable format, provided that if Defendants use CPT as the Settlement Administrator, CPT will use the list of names and last known addresses it already has that was previously provided by Defendants.

Upon Entry of the Final Approval Order, the Court shall enter Judgment in accordance with the terms of this Settlement Agreement, substantially as provided in the Proposed Order Granting Final Approval and Entering Judgment. The Judgment shall enjoin the prosecution by a Settlement Class Member of any claim, suit or litigation, including but not limited to class action, related to any Released Claim against a Released Party.

**IV. SETTLEMENT BENEFITS TO SETTLEMENT CLASS MEMBERS WHO  
TIMELY SUBMIT CLAIMS**

**A. Making Claims**

1. The Settlement Administrator shall, consistent with and subject to the Court's preliminary approval order, send notice of this Settlement Agreement to each member of the Class Member.

2. Each Settlement Class Member may submit a claim to receive a maximum of Fifty dollars (\$50) per Settlement Class Member.

3. To receive Settlement Benefits, Settlement Class Members must complete a Claim Form, their names must appear on the Class List, and timely submit the Claim Form to the Settlement Administrator before the Claim Deadline.

**B. Approving Claims**

1. Upon receipt of an incomplete or unsigned Claim Form, the Settlement Administrator shall give a Settlement Class Member thirty (30) days to cure the defect before rejecting the claim.

2. The Settlement Administrator shall consider all evidence submitted by a Settlement Class Member, Class Counsel, Defendants' Counsel and by Defendants in making determinations regarding claim approval. The Settlement Administrator shall determine whether any Claim Forms with the same name is the same person on the Class List.

3. The Settlement Administrator will carefully review all submitted claims and will approve for payment only claims authorized by this Settlement Agreement. Any Claim Form whose name does not appear on the Class List shall be rejected. Claim Forms that do not also otherwise meet the requirements set forth in this Settlement Agreement and in the Claim Form instructions shall be rejected.

4. Where a good faith basis exists, the Settlement Administrator may reject a Class Member's Claim Form for, among other reasons:

- (a) Failure to fully complete and/or sign the Claim Form.
- (b) Illegible Claim Form.
- (c) The Claim Form is fraudulent.
- (d) The Claim Form is duplicative of another Claim Form.
- (e) The person submitting the Claim Form is not on the Class List.
- (f) The person submitting the Claim Form requests that Check be issued to a person or entity other than the Class Member for whom the Claim Form is submitted.
- (g) Failure to timely submit a Claim Form; and/or
- (h) The Claim Form otherwise does not meet the requirements of this Settlement Agreement.

**C. Resolution of Disputed Claims**

1. The Parties agree that Bruce Friedman of JAMS, will be appointed as the Settlement Umpire. If for any reason Bruce Friedman is unwilling or unable to perform the duties of the Settlement Umpire, the Parties will consult and attempt to reach agreement as to an alternate Settlement Umpire to be approved by the Court. If the Parties are unable to reach agreement either as to any disputed claim or a new Settlement Umpire, any Party may file a noticed motion asking the Court to appoint an alternate Settlement Umpire and/or request the Court to resolve the dispute in place of the Settlement Umpire.

2. Within ten (10) days of the Claim Deadline, the Settlement Administrator shall report to Defendants, Class Counsel and Defendants' Counsel the total amount of and the details of all approved claims. Defendants shall thereafter have ten (10) days to dispute any approved claim.

3. Defendants shall be responsible to fund all approved claims within thirty (30) calendar days after (a) the Effective Date or (b) thirty (30) calendar days after receipt of the Settlement Administrator's report of approved claims, whichever comes last. Provided, however, that if Defendants dispute any claim, Defendants shall fund the payment of all other approved claims within that thirty (30) day period.

4. In the event Defendants or Class Counsel dispute the Settlement Administrator's approval or disapproval of a Claim, within five (5) business days of receiving notice of a dispute, Class Counsel and Defendants' Counsel shall meet and confer in a good faith effort to resolve the dispute and provide joint instructions to the Settlement Administrator regarding resolution of the disputed claim. In the event Class Counsel and Defendant's Counsel agree, they will jointly communicate their written instructions to the Settlement Administrator and the Settlement Administrator will follow those joint written instructions. In the event Class Counsel and Defendant's Counsel are unable to reach agreement, Defendants' Counsel or Defendants shall within five (5) business days to notify the Settlement Umpire and the Settlement Umpire shall make a final and binding determination in writing as soon as reasonably practical thereafter. If the parties choose to use the Court instead of the Settlement Umpire, the dispute must be filed with the Court within 10 business days of notice of dispute.



Within ten (10) calendar days of receiving a binding determination from the Settlement Umpire or the Court, Defendants shall fund any additional approved claims

5. Defendants shall pay all fees and costs incurred by the Settlement Umpire.

**V. INCENTIVE AWARDS TO CLASS REPRESENTATIVE**

Subject to Court approval, Defendants will pay an Incentive Award up to a maximum amount of ten thousand dollars (\$10,000) to Plaintiff Khai Tu as Class Representative for his time and effort expended on behalf of the Class. Defendants will not oppose such request.

**VI. PAYMENT OF CLASS COUNSELS' FEES AND EXPENSES**

Class Counsel may apply to the Court for an award of Class Counsel's reasonable attorneys' fees and costs incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action in an amount not to exceed two million two hundred thousand Dollars (\$2,200,000). Defendants agree to pay Class Counsel's reasonable attorneys' fees and costs as approved by the Court, up to a maximum of two million two hundred thousand Dollars (\$2,200,000), payable in four equal installments. The first installment payment is due no later than 30 days from the Effective Date. The second installment payment due no later than 60 days from the Effective Date. The third payment due no later than 90 days from the Effective Date. The fourth payment due no later than 120 days from the Effective Date. In the event Defendants default on an installment payment, a stipulated judgment for the remaining balance may be entered against individual defendant JEONG HOON KIM pursuant to the stipulation for future entry of judgment attached hereto as Exhibit C.

If any check is not received on time or returned for non-sufficient-funds, Class Counsel will provide written notice to Defendants' counsel of record via trackable courier delivery method such as FedEx and email, and Defendants will have 7 business days to cure the payment and deliver a certified or cashier's check to Class Counsel in payment of the same. Should default not be cured, the remaining balance due and owing at that time may be accelerated, and judgment may be entered forthwith, ex parte, with proper ex parte notice to Defendants and their counsel by Plaintiff and against Defendants, in the amount of the remaining balance due, plus reasonable attorneys' fees and costs associated with such ex parte, but not to exceed \$5,000.00, and interest thereon as allowed by law from and after the date of entry of the this judgment.

**VII. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

A. **Payment Timing.** Payments for approved claims shall be issued by the Settlement Administrator in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator and are funded by Defendants pursuant to this Settlement Agreement following the Effective Date.

**B. Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

**C. Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall make reasonable efforts to obtain a new address for and/or contact the Settlement Class Member to determine whether to re-issue the Settlement Check and how to send a re-issued Settlement Check to that Settlement Class Member. If those efforts are successful, the Settlement Administrator is authorized to re-issue an uncashed Settlement Check. Any reissued Settlement Check issued to a Settlement Class Member shall remain valid and negotiable for sixty (60) days from the date of re-issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

**D. Deceased Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel.

#### **VIII. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

**A. Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of this settlement by submitting a Request for Exclusion to the Settlement Administrator. Any Member of the Class may make a Request for Exclusion by mailing or delivering an unequivocal request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than sixty (60) days after the date of Mailed Notice or such other date as the Court orders. A Request for Exclusion shall (i) state the Class Member's full name and current address, (ii) a clear statement that the Class Member wishes to be excluded from the Class; (iii) the case name and case number (Khai Tu v. United Dental Corporation, et al, Case No. BC542678); and (iv) the Class Member's signature (the Class Member must personally sign the letter). Failure to comply with these requirements and to timely submit a Request for Exclusion will result in the Member of the Class becoming a Settlement Class Member and being bound by the terms of this Settlement. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

**B. Weekly Report.** The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a weekly report informing them of any Requests for Exclusion received by to the Settlement Administrator and number of claims received during each week following the Class Notice Date. The Settlement Administrator must file a Declaration attaching all Requests for Exclusion received with the Court and serve copies on Defendant's Counsel and Class Counsel no later than seven (7) days after the Request for Exclusion period expires.

## **IX. OBJECTIONS BY CLASS MEMBERS**

A. The Parties will request the Court enter an order requiring any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Deadline.

B. To state a valid objection to the settlement, an objecting Settlement Class Member must provide to the Settlement Administrator the following information in his or her written objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position; (v) the Class Member's signature; and (vi) the case name and case number (Khaj Tu v. United Dental Corporation, et al, Case No. BC542678).

C. Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for reasonable attorneys' fees, Incentive Awards, and reimbursement of reasonable litigation costs and expenses. An objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the date set by the Court.

D. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Deadline. The Preliminary Approval Order will further provide, in the Court's discretion, that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court.

E. Class Counsel will defend the Court's Final Approval Order and Judgment, and Final Approval Order on Fees, Judgment, and any related orders, in the event of an appeal.

## **X. SETTLEMENT ADMINISTRATION**

A. **Engagement of Settlement Administrator.** The Parties have met and conferred and engaged the Settlement Administrator subject to Court approval.

**B. Duties of Settlement Administrator.** In addition to other duties as set forth in this Settlement Agreement, the Settlement Administrator shall be solely responsible for the following:

1. Preparing, printing, and disseminating the Class Notice to Members of the Class.
2. Not later than twenty (20) calendar days after the Court's entry of a Preliminary Approval Order, sending by First Class Mail the Class Notice to all persons on the Class List. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable contact information prior to the date of the first Mailed Notice.
3. From the date of the first Mailed Notice, and thereafter for thirty (30) days after the Effective Date maintain (i) a settlement website, that will include information about how to contact Class Counsel, a copy of the Class Notice, and a copy of the Settlement Agreement; and (ii) a telephone number with answers to commonly asked settlement questions and reference to the settlement website.
4. Keep track of Requests for Exclusion, including maintaining the original mailing envelope in which the request was mailed.
5. Keep track of objections, including maintaining the original mailing envelope in which the objection was mailed.
6. Keep track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed.
7. Maintain adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications and attempted written or electronic communications with Members of the Class.
8. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion; (ii) copies of objections; and (iii) all other written or electronic communications received from Members of the Class.
9. Determine whether Requests for Exclusion comply with the terms of this Settlement Agreement and are timely, valid and effective to exclude the submitting Member of the Class from participation in this Settlement.
10. Promptly preparing and distributing any revocation of a Request for Exclusion.
11. Delivering to Class Counsel and Defendants' Counsel in a reasonably timely manner, but in no event later than ten (10) Court days before the

Final Approval Hearing, a written report concerning all Requests for Exclusion, all revocations of Requests for Exclusion, and all objections.

12. Preparing a list of Settlement Class Members and all approved claims.
13. Not later than forty-five (45) days after the Effective Date distributing the Settlement Benefits to Settlement Class Members who submitted approved Claims.
14. Not later than forty-five (45) days after the Effective Date, distributing an Incentive Awards approved by the Court.
15. Timely payment, in accordance with this Agreement and Final Approval Order, or Final Approval Order on Fees, Class Counsel's reasonable attorneys' fees and costs.
16. Confirming in writing its completion of the administration of the Settlement.

C. **Costs of Settlement Administration.** All reasonable expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, the cost of distributing and administering the benefits of the Settlement Agreement, and the Settlement Administrator's reasonable fees, shall be paid to the Settlement Administrator by Defendants.

## **XI. RELEASE AND JURISDICTION OF COURT**

A. Plaintiff and Settlement Class Members release Defendants and Released Parties from all claims alleged in the Action, and any other claims, alleged or not, reasonably arising out of the same set of operative facts, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity.

B. Plaintiff KHAI TU also expressly waives and relinquishes for himself only, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

C. This Settlement Agreement does not affect the rights of Members of the Class who timely and validly submit a Request for Exclusion from the Settlement Agreement.

D. Notwithstanding any other provision of this Settlement Agreement, the "Released Claims" do not include claims for personal injuries or medical malpractice. Plaintiff and Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens,



and or causes of action relating to personal injuries or medical malpractice arising from dental treatment received at Defendants' offices.

E. Upon issuance of the Final Approval Order and Judgment: (i) this Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members; (ii) Defendants and Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member for any Released Claim except as set forth herein; and (iii) Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting any and all Released Claims against Defendants and Released Parties.

## **XII. MISCELLANEOUS PROVISIONS**

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Defendants with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order and Judgment as contemplated herein. Defendants specifically deny all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by Defendants, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement is made with the Parties' express understanding and agreement that (a) if for any reason this Settlement Agreement is not approved by the Court, Defendants may continue to contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order and Judgment is not entered or a Final Approval Order and Judgment is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

D. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**E.** Except as otherwise provided in this Settlement Agreement or ordered by the Court, each party to this Settlement Agreement shall bear his, her, or its own costs of the Action.

**F.** The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

**G.** The administration and consummation of the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

**H.** The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Because this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

**I.** This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

**J.** The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution, except as otherwise provided herein.

**K.** All time periods set forth herein shall be computed in calendar days unless otherwise indicated.

**L.** In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federally recognized legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that

might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

M. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

N. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees or addresses):

**For Plaintiff and Class Counsel**

Gerald S. Ohn, Esq.  
LAW OFFICES OF GERALD S. OHN, APC  
25129 The Old Road, Suite 207  
Stevenson Ranch, CA 91381  
Email: [gerald@ohnlaw.com](mailto:gerald@ohnlaw.com)  
[pamela@ohnlaw.com](mailto:pamela@ohnlaw.com)  
T: 661-753-3391  
F: 310-694-3049  
*Attorneys for Plaintiff and the Class*

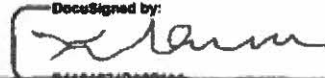
Young W. Ryu, Esq.  
LOYR, APC  
3130 Wilshire Blvd., Ste 209  
Los Angeles, CA 90010  
Email: [young.ryu@loywr.com](mailto:young.ryu@loywr.com)  
T: (888) 365-8686  
F: (800) 576-1170  
*Attorneys for Plaintiff and the Class*

**Defendants' Counsel**

Jon P. Kardassakis  
Edward W. Seo  
Lewis Brisbois Bisgaard & Smith, LLP  
633. W. 5th Street, Suite 4000  
Los Angeles, California 90071  
Tel: (213) 250-1800  
Fax: (213) 250-7900  
[Jon.kardassakis@lewisbrisbois.com](mailto:Jon.kardassakis@lewisbrisbois.com)  
[Edward.Seo@lewisbrisbois.com](mailto:Edward.Seo@lewisbrisbois.com)

IN WITNESS WHEREOF, Plaintiff and Defendants, and their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Date: 10/8/22

DocuSigned by:  


PLAINTIFF KHAI TU

Date: \_\_\_\_\_

Defendant JEONG HOON KIM

Date: \_\_\_\_\_

Defendants UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED  
DENTAL NORTHRIDGE CORP.; UNITED  
DENTAL WILSHIRE CORPORATION; UD 1227  
W 17TH ST SANTA ANA CORP.; UD 18102  
PIONEER BLVD ARTESIA CORP; UD 20150  
GOLDEN SPRINGS DRIVE DIAMOND BAR,  
LLC  
By: Jeong Hoon Kim

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald S. Ohn, Esq.  
LAW OFFICES OF GERALD S. OHN, APC  
Attorneys for Plaintiff and the Class

Date: \_\_\_\_\_

\_\_\_\_\_  
Young W. Ryu, Esq.  
LOYR, APC  
Attorneys for Plaintiff and the Class

Date: \_\_\_\_\_

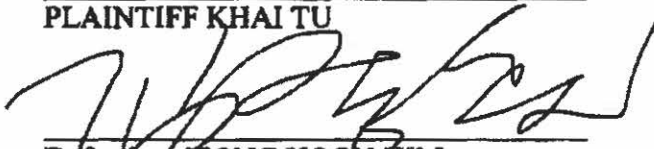
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Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendants JEONG HOON  
KIM, UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED

IN WITNESS WHEREOF, Plaintiff and Defendants, and their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Date: \_\_\_\_\_

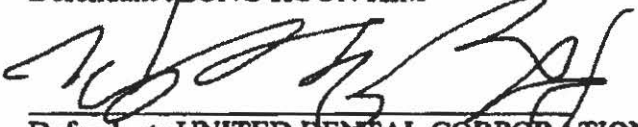
\_\_\_\_\_  
PLAINTIFF KHAI TU

Date: 10/7/22



\_\_\_\_\_  
Defendant JEONG HOON KIM

Date: 10/7/22



Defendants UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED  
DENTAL NORTHRIDGE CORP.; UNITED  
DENTAL WILSHIRE CORPORATION; UD 1227  
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By: Jeong Hoon Kim

Approved as to Form:

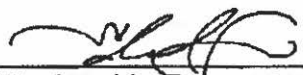
Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald S. Ohn, Esq.  
LAW OFFICES OF GERALD S. OHN, APC  
Attorneys for Plaintiff and the Class

Date: \_\_\_\_\_

\_\_\_\_\_  
Young W. Ryu, Esq.  
LOYR, APC  
Attorneys for Plaintiff and the Class

Date: 10/10/2022

  
\_\_\_\_\_  
Jon P. Kardassakis, Esq. Edward W. Seo, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendants JEONG HOON  
KIM, UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED



IN WITNESS WHEREOF, Plaintiff and Defendants, and their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Date: \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF KHAI TU

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant JEONG HOON KIM

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendants UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED  
DENTAL NORTHRIDGE CORP.; UNITED  
DENTAL WILSHIRE CORPORATION; UD 1227  
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PIONEER BLVD ARTESIA CORP; UD 20150  
GOLDEN SPRINGS DRIVE DIAMOND BAR,  
LLC

By: Jeong Hoon Kim

Approved as to Form:

Date: 10/9/22  
\_\_\_\_\_



\_\_\_\_\_  
Gerald S. Ohn, Esq.  
LAW OFFICES OF GERALD S. OHN, APC  
Attorneys for Plaintiff and the Class

Date: \_\_\_\_\_

\_\_\_\_\_  
Young W. Ryu, Esq.  
LOYR, APC  
Attorneys for Plaintiff and the Class

Date: \_\_\_\_\_

\_\_\_\_\_  
Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendants JEONG HOON  
KIM, UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED

IN WITNESS WHEREOF, Plaintiff and Defendants, and their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Date: \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF KHAI TU

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant JEONG HOON KIM

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendants UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED  
DENTAL NORTHRIDGE CORP.; UNITED  
DENTAL WILSHIRE CORPORATION; UD 1227  
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LLC  
By: Jeong Hoon Kim

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Gerald S. Ohn, Esq.  
LAW OFFICES OF GERALD S. OHN, APC  
Attorneys for Plaintiff and the Class

Date: 10/9/22 \_\_\_\_\_

DocuSigned by:  
*Young W. Ryu*  
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\_\_\_\_\_  
Young W. Ryu, Esq.  
LOYR, APC  
Attorneys for Plaintiff and the Class

Date: \_\_\_\_\_

\_\_\_\_\_  
Jon P. Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
Attorneys for Defendants JEONG HOON  
KIM, UNITED DENTAL CORPORATION;  
UNITED DENTAL FULLERTON CORP.;  
UNITED DENTAL IRVINE CORP.; UNITED

DENTAL NORTHRIDGE CORP.; UNITED  
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