

FILED

Superior Court of California
County of Los Angeles

12/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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15 Attorneys for Plaintiff and the Class

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

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

Plaintiffs,

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.

Case No. BC542678

[CLASS ACTION]

~~PROPOSED~~ AMENDED ORDER
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT

Dept.: 10
Judge: Honorable William F. Highberger

Action Filed: April 14, 2014

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1 WHEREAS, this Order addresses the Settlement reached in *Khai Tu, et al. v. United*
2 *Dental Corporation, et al.*, Case No. BC542678, pending in the Superior Court of the State of
3 California County of Los Angeles (the "Action");

4 WHEREAS, the Parties have entered into a Class Action Settlement Agreement and
5 Release and Addendum thereto ("Settlement Agreement" or "Settlement"), which is preliminarily
6 approved as fair, reasonable, and adequate, and in which the Parties have agreed to settle the
7 Action pursuant to the terms and conditions of the Settlement Agreement;

8 WHEREAS, Class Counsel have conducted a thorough examination, investigation, and
9 evaluation of the relevant law, facts, and allegations to assess the merits of the claims and
10 potential claims in the Action to determine the strength of both defenses and liability, including
11 extensive pretrial written discovery and depositions, legal research as to the sufficiency of the
12 claims in a class action, and an evaluation of the risks associated with continued litigation, trial,
13 and/or appeal; and

14 WHEREAS, the Parties reached the Settlement as a result of arms'-length negotiations
15 that occurred over the course of multiple months and in-person Mandatory Settlement Conference
16 sessions with the Honorable David S. Cunningham. Counsel for the Parties are highly
17 experienced in this type of litigation, with full knowledge of the risks inherent in the Action;

18 WHEREAS, the Settlement terms confer substantial benefits upon the Class, particularly
19 in light of the damages that Plaintiffs and their Counsel believe are potentially recoverable or
20 provable at trial, without the costs, uncertainties, delays, and other risks associated with continued
21 litigation, trial, and/or appeal; and

22 WHEREAS, the Court has carefully reviewed the Settlement Agreement, including the
23 Exhibits attached thereto, and all files, records, and prior proceedings to date in the Action, and
24 good cause appearing based on the record.

25 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

26 1. The Court grants Preliminary Approval of the Class Action Settlement based upon
27 the terms set forth in the Settlement Agreement and exhibits thereto. The Settlement Agreement
28 is the result of arms' length negotiations and has no apparent defects. It is fair, reasonable, and

1 adequate and in the best interests of Plaintiff and other Class members.

2 2. The Settlement falls within the range of reasonableness and is presumptively valid,
3 subject only to any objections that may be raised at the final approval hearing by this Court.

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

10 4. Pursuant to this Court's Order Granting Plaintiff's Motion for Class Certification,
11 of April 18, 2019, the following attorneys are appointed as counsel for the Settlement Class
12 ("Class Counsel"):

13 Gerald S. Ohn, Esq.

14 LAW OFFICES OF GERALD S. OHN, APC

15 25129 The Old Ranch Road, Suite 207

16 Stevenson Ranch, California 91381

17 Email: gerald@ohnlaw.com

18 Tel.: (661) 753-3391

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20 Young W. Ryu, Esq.

21 LOYR, APC

22 3130 Wilshire Blvd., Ste 209

23 Los Angeles, CA 90010

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25 T: (888) 365-8686

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27 5. Pursuant to this Court's Order Granting Plaintiff's Motion for Class Certification,
28 of April 18, 2019, Plaintiff is the Class representative.

1 6. The Court appoints CPT Group to serve as the Settlement Administrator for
2 purposes of the settlement. The Settlement Administrator shall be responsible for, among other
3 matters set forth in the Settlement Agreement, sending the Notice to members of the Settlement
4 Class, receiving and maintaining any correspondence from the Settlement Class regarding the
5 Settlement, and transmitting payments pursuant to the Settlement.

6 7. The Court approves, as to form and content, the Class Notice ("Notice") in
7 substantially the form attached as Exhibit 3 to the Supplemental Declaration of Gerald S. Ohn in
8 support of Plaintiff's Motion for Preliminary Approval of Class Settlement. The Court approves,
9 as to form and content, the Claim Form substantially in the form attached as Exhibit A to the
10 Settlement Agreement.

11 8. In consultation with and with the approval of Defendants, Class Counsel is hereby
12 authorized to establish the means necessary to administer to proposed Settlement and implement
13 the claim process in accordance with the Settlement Agreement and this Order.

14 9. The form and content of the proposed Notice, and the notice methodology
15 described in the Settlement Agreement are hereby approved with the addition of publication
16 notice as reflected below. In this regard:

17 (a) Notice Date. As soon as possible after entry of this Order, but not later
18 than twenty (20) days after the entry of this Order, the Settlement Administrator shall
19 provide Notice to the Settlement Class pursuant to the terms of the Settlement Agreement,
20 in accordance with the notice program set forth therein. The Parties shall coordinate with
21 the Settlement Administrator to provide Notice to the Settlement Class pursuant to the
22 terms therein. In addition, as soon as possible after entry of this Order, but not later than
23 twenty (20) days after entry of this Order, the Settlement Administrator shall publish a
24 summary notice one time in the Metropolitan News and Orange County Business Journal
25 in substantially the form attached hereto as Exhibit A, which the Court approves as to
26 form and content.

27 (b) Findings Concerning Notice. The Court finds that the Settlement is fair,
28 adequate, and reasonable such that the Notice to the Class should be provided pursuant to

1 the Settlement Agreement and this Order.

2 (c) The Court finds that the form, content, and method of disseminating Notice
3 to the Class as described in the Settlement Agreement: (i) is the best practicable notice under the
4 circumstances, and is reasonable calculated, under the circumstances, to apprise Class Members
5 of this Class Action Settlement, the terms of the Settlement, and their right to object to the
6 Settlement and exclude themselves from the Settlement Class; (ii) constitutes due, adequate, and
7 sufficient notice to all Class Members and other persons entitled to receive notice; and (iii) meets
8 all applicable requirements of California Code of Civil Procedure Section 382, California Civil
9 Code Section 1781, California Rules of Court 3.766 and 3.769, the Constitutions of California
10 and United States, and other applicable law. The Court further finds that all of the notices are
11 written in simple terminology and are readily understandable by Class Members.

12 10. Class Members will have until ~~March 30, 2023~~ April 5, 2023 to submit
13 their Claim Forms, which is due, adequate, and sufficient time.

14 11. Any Class Member who wishes to be excluded from the Class must make a
15 Request for Exclusion by mailing or delivering an unequivocal request in writing to the
16 Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion
17 must be postmarked or delivered not later than ~~February 28, 2023~~ March 6, 2023. A
18 Request for Exclusion shall (i) state the Class Member's full name and current address, (ii) a clear
19 statement that the Class Member wishes to be excluded from the Class; (iii) the case name and
20 case number (Khai Tu v. United Dental Corporation, et al, Case No. BC542678); and (iv) the
21 Class Member's signature (the Class Member must personally sign the letter).

22 The Settlement Administrator shall forward copies of any written requests for exclusion to
23 Class Counsel and Defendants' Counsel.

24 12. Any member of the Settlement Class who wishes to object to the Settlement must
25 submit a timely and valid written objection by the Objection Deadline. To submit a valid
26 objection to the Settlement, an objecting Settlement Class Member must send the written
27 objection by U.S. mail to the Settlement Administrator postmarked no later than
28 ~~February 28, 2023~~ March 6, 2023. The written objection must include the following

1 information: (i) full name, current address, and current telephone number; (ii) documentation
2 sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector
3 wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of
4 any other documents that the objector wishes to submit in support of his/her position; (v) the
5 Class Member's signature; and (vi) the case name and case number (Khai Tu v. United Dental
6 Corporation, et al, Case No. BC542678).

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

14 14. Nothing in this Order shall be deemed or construed to be an admission or evidence
15 of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the
16 truth or merit or lack of truth or merit of any of the claims or allegations alleged by Plaintiff in
17 this action. The Settlement is not a concession or an admission and shall not be used against
18 Defendants and/or any person or entity released under the terms of the Settlement as an admission
19 or indication of any fault, concession, or omission.

20 15. All proceedings in this action are stayed and suspended until further order of this
21 Court, except such actions as are necessary to implement and comply with the terms of the
22 Settlement and this Order.

23 16. Class Counsel and Defendants' Counsel are hereby authorized to use all
24 reasonable procedures in connection with approval and administration of the Settlement that are
25 not materially inconsistent with this Order or the Settlement, including making, without further
26 approval of the Court, minor changes to the form or content of the Notice, and other Exhibits
27 attached to the Settlement Agreement that they jointly agree are reasonable or necessary.

28 17. The Final Approval Hearing shall be held before this Court on May 30, 2023, at 11

1 a.m. in Department 10 of the Superior Court for the County of Los Angeles, 312 North Spring
2 Street, Los Angeles, California 90012, to determine whether the settlement of the Action pursuant
3 to the terms of the Stipulation of Settlement should be approved as fair, reasonable, and adequate,
4 and finally approved. The Court will rule on Class Counsel's application for an award of
5 attorneys' fees, costs, and expenses, and incentive awards for Plaintiffs (the "Fee Application") at
6 that time. Papers in support of final approval of the Settlement and the Fee Application shall be
7 filed with the Court according to the schedule set forth below. The Final Approval Hearing may
8 be postponed, adjourned, or continued by order of the Court without further notice to the Class.
9 After the Final Approval Hearing, the Court may enter a Final Order and Final Judgment in
10 accordance with the Settlement Agreement that will adjudicate the rights of Class Members (as
11 defined in the Settlement Agreement) with respect to the claims being settled.

12 Class Counsel shall file their Fee Application on or before May 5, 2023. Class Counsel
13 shall file their papers in support of final approval of the Settlement by May 5, 2023.

14 Any oppositions to the papers in support of final approval or the Fee Application shall be
15 filed with the Court on or before May 16, 2023, and papers in reply to any oppositions to the
16 papers in support of final approval or the Fee Application shall be filed with the Court on or
17 before May 22, 2023.

18 18. This Court shall maintain continuing jurisdiction over these Settlement
19 proceedings to assure the effectuation thereof for the benefit of the Class, and for any other
20 necessary purpose.

21 19. Upon application of the Parties and good cause shown, the deadlines set forth in
22 this Order may be extended by order of the Court without further notice to the Class. Class
23 Members must check the Settlement website (www.uniteddentalsettlement.com) regularly for
24 updates and further details regarding extensions of these deadlines.

25 **IT IS SO ORDERED.**

26 DATED: December 16, 2022



27 The Honorable William F. Highberger

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1 PROOF OF ELECTRONIC SERVICE

2 I, Gerald S. Ohn, declare:

3 1. I am over the age of 18 years and not a party to this action.

4 2. My business service address is 25129 The Old Road, Suite 207, Stevenson Ranch,
5 CA 91381.

6 3. On the date of this declaration, I electronically served the attached documents
7 described as

8 **[PROPOSED] AMENDED ORDER PRELIMINARILY APPROVING THE CLASS**
9 **ACTION SETTLEMENT**

10 and a copy of this declaration via email/CaseAnywhere to the following recipient(s):

11 LOYR, APC
12 YOUNG W. RYU, ESQ. (SBN 266372)
13 young.ryu@loywr.com
14 3130 Wilshire Boulevard, Suite 209
15 Los Angeles, California 90010

16 Attorney for Plaintiff KHAI TU and the Class

17 Jon P. Kardassakis, Esq.
18 Edward Seo, Esq.
19 Lewis Brisbois
20 633 West 5th Street, Suite 4000
21 Los Angeles, CA 90071
22 Jon.Kardassakis@lewisbrisbois.com
23 Edward.Seo@lewisbrisbois.com

24 Attorneys for Defendants UNITED DENTAL CORPORATION; UNITED DENTAL
25 FULLERTON CORP; UNITED DENTAL IRVINE CORP; UNITED DENTAL NORTHRIDGE
26 CORP.; UNITED DENTAL WILSHIRE CORPORATION; JEONG HOON KIM; UD 1227 W
27 17TH ST SANTA ANA CORP.; UD 18102 PIONEER BLVD ARTESIA CORP; and UD 20150
28 GOLDEN SPRINGS DRIVE DIAMOND BAR, LLC

I certify and declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct.

/s Gerald S. Ohn

Date: December 8, 2022

Gerald S. Ohn

EXHIBIT A

1 **IF YOU PURCHASED DENTAL SERVICES AT A UNITED DENTAL LOCATION IN**
2 **CALIFORNIA BETWEEN APRIL 14, 2010 TO FEBRUARY 7, 2019,**
3 **YOU MAY GET A \$50 CHECK**

3 There is a proposed class action settlement involving United Dental. The lawsuit claims that that
4 defendants United Dental Corporation; United Dental Fullerton Corp; United Dental Irvine Corp;
5 United Dental Irvine Corp; United Dental Northridge Corp; United Dental Wilshire Corporation;
6 Jeong Hoon Kim; UD 1227 W 17th St Santa Ana Corp; UD 18102 Pioneer Blvd Artesia Corp;
7 and UD 20150 Golden Springs Drive Diamond Bar, LLC (“Defendants”) engaged in the
8 unlicensed practice of dentistry and false advertising with respect to the prices California
9 consumers would be charged with respect to (1) Implants; (2) Orthodontics; (3) Scaling; or (4) X-
10 Rays / Check-Ups / Consultations (“Dental Services”). Defendants deny any wrongdoing.

11 **WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

12 All Persons in the State of California who purchased Dental Services at Defendants' locations in
13 California from April 14, 2010, to February 7, 2019.

14 **WHAT DOES THIS PROPOSED SETTLEMENT PROVIDE?**

15 A settlement has been agreed to in which United Dental has agreed to issue \$50 checks to
16 consumers in California who purchased Dental Services at United Dental locations in California
17 from April 14, 2010 to February 7, 2019. Full details about the proposed Settlement are in the
18 settlement agreement (called the Class Action Settlement Agreement and Release and available at
19 www.UnitedDentalSettlement.com).

20 **HOW CAN I GET THE CHECK?**

21 Submit a Claim Form online at www.UnitedDentalSettlement.com or by mail by
22 _____.

23 **WHAT ARE YOUR OPTIONS?**

24 If you are a Class Member, you may (1) do nothing, (2) exclude yourself, (3) send in a Claim
25 Form, (4) object to the Settlement,, or (5) go to a hearing about the fairness of the proposed
26 Settlement.

27 If you don't want to be bound by the Settlement, you must exclude yourself by letter postmarked
28 no later than _____. If you exclude yourself, you can't get a Check, but you can be part of
another lawsuit against Defendants about the claims in the lawsuit. If you stay in the Class, you
must submit a Claim Form and/or object to the Settlement. Claim Forms must be submitted by
_____. Objections must be mailed to the Settlement Administrator by no later than
_____.

29 **PLEASE SEE THE DETAILED NOTICE AT www.UnitedDentalSettlement.com or call 1-**
30 **888-318-1017 for complete instructions on how to file a claim, object or exclude yourself from**
31 **the Settlement and other important information. The Court will hold a hearing in this case on**
32 **_____, 2023 in the Superior Court of the State of California, Los Angeles County, 312 North**
33 **Spring Street Los Angeles, CA 90012, to consider approval of the Settlement, payment of**
34 **attorneys' fees and expenses to the lawyers for the Class in an amount up to \$2,200,000, and**
35 **incentive fees of up to a total of \$10,000 for the Class Representative and related issues. The**
36 **motion(s) by Class Counsel for those fees, costs, and incentive awards will be available on the**
37 **Settlement website after they are filed and before the above hearing.**

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HOW CAN I GET MORE INFORMATION?

Visit www.UnitedDentalSettlement.com or call 1-888-318-1017, write to the Settlement Administrator at *Khai Tu v. United Dental Corporation, et al., Settlement Administrator, c/o CPT Group, Inc.*, 50 Corporate Park, Irvine, CA 92606, or email the Settlement Administrator at UnitedDentalSettlement@cptgroup.com.