

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 17TH 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 17TH 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
pamela@ohnlaw.com
T: 661-753-3391
F: 310-694-3049
Attorneys for Plaintiff and the Class

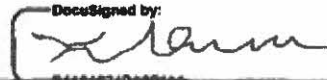
Young W. Ryu, Esq.
LOYR, APC
3130 Wilshire Blvd., Ste 209
Los Angeles, CA 90010
Email: young.ryu@loywr.com
T: (888) 365-8686
F: (800) 576-1170
Attorneys for Plaintiff and the Class

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
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: _____

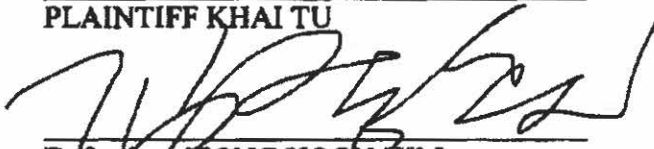
Jon P. Kardassakis, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
Attorneys for Defendants JEONG HOON
KIM, UNITED DENTAL CORPORATION;
UNITED DENTAL FULLERTON CORP.;
UNITED DENTAL IRVINE CORP.; UNITED

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: _____

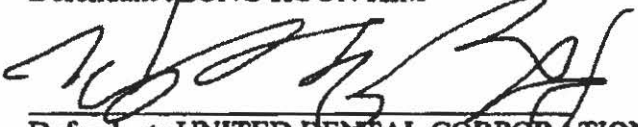
PLAINTIFF KHAI TU

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
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:

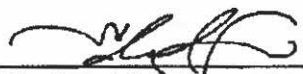
Date: _____

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: 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
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: 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
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: 10/9/22

DocuSigned by:
Young W. Ryu
429630C4DC6E028

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
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

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

**UNITED DENTAL CLASS ACTION
CLAIM FORM**

To receive a \$50 check, you must accurately complete this Claim Form and submit it by _____, 2023. Failure to do so will result in denial of your Claim. Claim Forms may be submitted online at www.uniteddentalsettlement.com or by mail to: _____

A. CLASS MEMBER INFORMATION

First Name	Last Name	
<input type="text"/>	<input type="text"/>	
Street Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
E-mail Address (optional)		
<input type="text"/>		

B. SIGN AND DATE YOUR CLAIM FORM

I declare, under penalty of perjury under the laws of California and the United States, that I purchased Dental Services at a United Dental location in California sometime between April 14, 2010 and February 7, 2019.

I understand that my claim may be subject to audit, verification, and Court review. Also, I agree to be bound by the provisions of the Class Action Settlement Agreement and Release, including granting to United Dental Corporation and other Released Parties a release of all Released Claims as defined and set forth in the Class Action Settlement Agreement and Release and in any Final Order of the Court that may be entered pursuant to the Settlement.

--	--	--	--	--	--	--	--	--	--

Signature

Type/Print Name

Date

Claim Forms must be electronically submitted no later than _____, 2023, or postmarked no later than _____, 2023.

Questions: Visit www.unitedentalsettlement.com or call, toll-free, () - -

EXHIBIT B

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

SUPERIOR COURT FOR THE COUNTY OF LOS ANGELES

If you purchased Dental Services at a United Dental location in California between April 14, 2010 to February 7, 2019, You May Get a \$50 Check From A Proposed Class Action Settlement

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT WWW.UNITEDDENTALSETTLEMENT.COM REGULARLY FOR UPDATES AND FURTHER DETAILS.

A California State Court has authorized this notice. This is not a solicitation from a lawyer.

- There is a proposed class action settlement involving United Dental. The lawsuit claims that that defendants United Dental Corporation; United Dental Fullerton Corp; United Dental Irvine Corp; United Dental Irvine Corp; United Dental Northridge Corp; United Dental Wilshire Corporation; Jeong Hoon Kim; UD 1227 W 17th St Santa Ana Corp; UD 18102 Pioneer Blvd Artesia Corp; and UD 20150 Golden Springs Drive Diamond Bar, LLC (“Defendants”) engaged in the unlicensed practice of dentistry and false advertising with respect to the prices California consumers would be charged with respect to (1) Implants; (2) Orthodontics; (3) Scaling; or (4) X-Rays / Check-Ups / Consultations (“Dental Services”). Defendants deny any wrongdoing and deny all of the claims made in the lawsuit. The Court did not rule in favor of either party. Instead, the parties agreed to a proposed Settlement in order to avoid the expense and risks of continuing the lawsuit.
- All persons in the State of California who purchased Dental Services at United Dental locations in California from April 14, 2010 to February 7, 2019 are included in the proposed Settlement.
- If you are eligible, you may be entitled to a \$50 check.
- The proposed Settlement will provide for (1) cost of the Checks issued to Class Members, (2) the costs of notice and administration, (3) a special service payment to the Class Representative, and (4) attorneys’ fees and costs.
- Your legal rights are affected whether you act or not. Read this notice carefully because it explains decisions you must make and action you must take now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

DO NOTHING	Get no Check. Give up your rights.
SUBMIT A CLAIM FORM	Submitting a Claim Form by _____ is the only way to get a settlement Check (see question 14).
EXCLUDE YOURSELF	Exclude yourself by _____ and get no Check from the proposed Settlement. This is the only choice that allows you to ever be part of any other lawsuit against United Dental about the claims in the case (see Question 17).
OBJECT	You can write to the Court by _____ about why you don’t agree

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

	with any aspect of the proposed Settlement (<i>see</i> Question 22).
GO TO THE HEARING	You can ask by _____ to speak to the Court about the fairness of the proposed Settlement (<i>see</i> Question 26).

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. The deadlines may be moved, cancelled, or otherwise modified, so please check the Settlement website at www.uniteddentalsettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the proposed Settlement. If it does, and after any appeals are resolved in favor of the Settlement, Checks will be distributed to those who qualify. Please be patient.
- If you do not exclude yourself from the Class, the proposed Settlement (if approved) will release certain claims and will affect your right to start or continue any other lawsuit or proceeding involving the claims in this case. The release is set forth in a settlement agreement called the “Class Action Settlement Agreement and Release,” available at www.uniteddentalsettlement.com, and has been reprinted in full below (*see* Question 12).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....3-4

- 1. Why was this notice issued?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a proposed Settlement?

WHO IS PART OF THE SETTLEMENT?.....4-5

- 5. Who is included in the proposed Settlement?
- 6. Are there exceptions to being included?
- 7. What if I’m still not sure if I’m included?

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET.....5-6

- 8. What does the proposed Settlement provide?
- 9. What can I get from the proposed Settlement?
- 10. What am I giving up if I stay in the Class?
- 11. When will I get my Check?

HOW TO RECEIVE A CHECK.....6-8

- 12. How can I get a Check?
- 13. What is the claim process?
- 14. What if I do nothing?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....8-9

- 15. How can I get out of the proposed Settlement?
- 16. If I exclude myself, can I still get a Check?
- 17. If I don’t exclude myself, can I sue United Dental for the same thing later?

1 **THE LAWYERS REPRESENTING THE CLASS.....9-10**
2 18. Do I have a lawyer in this case?
3 19. How will the lawyers be paid?
4 **OBJECTING TO THE SETTLEMENT.....10-11**
5 20. How can I tell the Court if I do not like the proposed Settlement?
6 21. What is the difference between objecting and asking to be excluded?
7 **THE COURT'S FAIRNESS HEARING.....11-12**
8 22. When and where will the Court decide whether to approve the proposed
9 Settlement?
10 23. Do I have to come to the hearing?
11 24. May I speak at the fairness hearing?
12 **GETTING MORE INFORMATION.....12**
13 25. How can I get more information?

14 **BASIC INFORMATION**

15 **1. WHY WAS THIS NOTICE ISSUED?**

16 The Court ordered that this notice be given because you have the right to know about a proposed
17 Settlement of a class action lawsuit, and about your rights and options before the Court decides
18 whether to approve the proposed Settlement. You will be informed of the progress of this proposed
19 Settlement and may receive a \$50 Check if you are a Class Member (as described in response to
20 Question 5) and submit a completed and timely Claim Form.

21 This notice explains: (1) this lawsuit; (2) the proposed Settlement; (3) your legal rights; (4) what
22 recovery is available; (5) who is eligible for a Check under the Settlement; (6) how to get a Check;
23 and (7) other important information.

24 Information about the Settlement is summarized below. The settlement agreement, called the
25 "Class Action Settlement Agreement and Release," is available on the Settlement website
26 (www.uniteddentalsettlement.com), and gives greater detail on the rights and duties of the Parties
27 and Class Members.

28 The person who sued is called the "Plaintiff." United Dental Corporation and others associated
with that company are the "Defendants."

29 **2. WHAT IS THIS LAWSUIT ABOUT?**

30 The lawsuit contends that Defendants engaged in the unlicensed practice of dentistry and false
31 advertising with respect to the prices California consumers would be charged with respect to (1)
32 Implants; (2) Orthodontics; (3) Scaling; or (4) X-Rays / Check-Ups / Consultations ("Dental
33 Services"). Plaintiff alleges that Defendants' conduct violated California law and that the class
34 members are entitled to recover money for the violations. Defendants deny any wrongdoing.

35 The Court in charge of this lawsuit in the Superior Court of the State of California, County of Los

1 Angeles and the lawsuit is called Khai Tu v. United Dental Corporation, et al., Case Number
2 BC542678.

3 Information about the Settlement is summarized in this notice. More detail is provided on the
4 settlement agreement called the "Class Action Settlement Agreement and Release" and other
5 documents (including the class action complaint), are available at
6 www.uniteddentalsettlement.com.

6 3. WHY IS THIS A CLASS ACTION?

7 In a class action, one or more people called a "Class Representative" sue on behalf of themselves
8 and other people who have similar claims. Together, all of these people are "Class Members." One
9 Court resolves the issues for all Class Members in a class action, except for those who exclude
10 themselves from the Class (see Question 15).

10 4. WHY IS THERE A PROPOSED SETTLEMENT?

11 The Court has not decided in favor of the Plaintiff or Defendants. Instead, the Parties have agreed
12 to the proposed Settlement. By agreeing to the proposed Settlement, and if the proposed Settlement
13 is approved by the Court, they avoid the costs and uncertainty of a trial, and Class Members receive
14 the benefits described in this notice. The proposed Settlement does not mean that any law was
15 broken or that Defendants did anything wrong, or that the Plaintiffs and the Class would or would
16 not win their case if it were to go to trial. The Parties believe that the proposed Settlement is fair,
17 reasonable, and adequate and will provide substantial benefits to the Class.

15 WHO IS PART OF THE SETTLEMENT?

16 5. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

17 Except as noted below in Question 6, the Class includes all persons in the State of California who
18 purchased Dental Services at United Dental locations in California from April 14, 2010 to
19 February 7, 2019.

20 6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

21 The Proposed Settlement does not include:

- 22 • Any claims for personal injuries or medical malpractice arising from dental
23 treatment received at Defendants' offices;
- 24 • Any person who timely and properly excludes him or herself from the Class (see
25 Question 15)

25 7. WHAT IF I'M NOT SURE IF I'M INCLUDED?

26 If you are not sure whether you are a Class Member, or have any other questions about the
27 Settlement, visit the website, www.uniteddentalsettlement.com, or call the toll free number, 1-____-
28 _____. You may also send questions to the Settlement Administrator via e-mail at info@uniteddentalsettlement.com or via U.S. Mail at _____.

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

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

8. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

If the Settlement is approved and becomes final, it will provide benefits to Class Members. The Settlement Administrator will send a \$50.00 Check to Class Members who timely file valid claims by submitting a Claim Form (see Question 12), as well as pay for costs associated with the notice and administration of the Settlement, attorneys' fees and costs (see Question 19), and a special service payment to the Class Representative (see Question 19).

The Settlement agreement, called the "Class Action Settlement Agreement and Release," is available at www.uniteddentalsettlement.com, which has more information about the Settlement.

9. WHAT CAN I GET FROM THE PROPOSED SETTLEMENT?

You may be entitled to receive a \$50.00 Check. Class Members who purchased Dental Services at United Dental locations in California from April 14, 2010 to February 7, 2019 are eligible to receive a \$50.00 Check.

10. WHAT AM I GIVING UP IF I STAY IN THE CLASS?

Unless you exclude yourself from the Class, you can't sue United Dental Corporation or the other defendants or be part of any other lawsuit against United Dental Corporation or the other defendants about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement agreement, called the "Class Action Settlement Agreement and Release," is available at www.uniteddentalsettlement.com, which describes the claims that you give up if you remain in the Settlement Class.

By staying in the Class, you become a Class Member and you will automatically release United Dental Corporation and the Released Parties from any claims set forth below and will give up your rights to pursue or continue any action against United Dental Corporation or the defendants relating to the claims at issue in the lawsuit. Pertinent Release Sections from the Class Action Settlement Agreement and Release is copied below. Because Class Members will release a wide range of claims, please carefully read the following:

"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.

"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 17TH 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,

1 insurers, reinsurers, assigns, all persons who acted on their behalf and related or affiliated
2 entities.

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

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

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

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

16 Notwithstanding any other provision of this Settlement Agreement, the "Released Claims"
17 do not include claims for personal injuries or medical malpractice. Plaintiff and Class
18 Members are not releasing any claims, demands, rights, damages, obligations, suits, debts,
19 liens, and or causes of action relating to personal injuries or medical malpractice arising
20 from dental treatment received at Defendants' offices.

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

28 **11. WHEN WILL I GET MY CHECK?**

Class Members who submit timely and valid claims will receive a Check only after the Court grants final approval to the Settlement and after any appeals are resolved (see "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A CHECK

12. HOW CAN I GET A CHECK?

To get a Check under the Settlement, you must timely submit a Claim Form. A Claim Form and directions are attached with this Class Notice. You may also obtain and print a Claim Form and other relevant documents by visiting www.uniteddentalsettlement.com. Please read the instructions carefully, and fill out the form completely and accurately. Claim Forms can be

1 submitted two ways: electronically or by mail. Your Claim Form must be submitted
2 electronically at www.uniteddentalsettlement.com no later than _____,
3 or by mail postmarked no later than _____ and addressed to:

4 13. WHAT IS THE CLAIM PROCESS?

5 The Settlement Administrator will review each Claim Form. If a claim is not contested, you will
6 receive \$50 Check in accordance with the terms of the Class Action Settlement Agreement and
7 Release. All usual and customary steps to prevent fraud and abuse in the claim process will be
8 taken. This includes denying claims in whole or in part to prevent fraud or abuse. Class Counsel
and Defendants will be provided a report on the denial of any claim and may recommend
additional action.

9 The issuance of Checks for approved claims will begin ___ days after the close of the Claim Period
10 so long as this period is after the date the Settlement is final and approved, including any appeals
that must be resolved in favor of the Settlement (the "Effective Date").

11 The Court will hold a Fairness Hearing on _____, 2023 at ____ to decide whether or not to
12 approve the proposed Settlement. The Court must finally approve the proposed Settlement before
13 any Checks can be issued. The Court will grant its approval only if it finds that the proposed
Settlement is fair, reasonable, and adequate.

14 In addition, the Court's orders may be subject to appeals. It is always uncertain whether these
15 appeals can be resolved, and resolving them takes time, sometimes more than a year. Finally,
there remains a possibility that this Settlement may be terminated for other reasons.

16 Everyone who sends in a Claim Form will be informed of the progress of the Settlement by
17 contacting the Settlement Administrator, Class Counsel, or by visiting
18 www.uniteddentalsettlement.com. Please be patient. The Settlement Administrator will begin to
19 issue Checks ___ after the close of the Claim Period, so long as this period is after the Effective
Date. In the event the Effective Date falls after the close of the Claim Period, then the Settlement
20 Administrator shall begin to issue Certificates commencing no later than ___ after the Effective
Date. Not later than ___ days after either the occurrence of the Effective Date or the close of the
21 Claim Period, whichever is later, the Settlement Administrator shall have completed the issuance
of Certificates to Class Members who have submitted timely, valid, and approved Claims
22 pursuant to the Claims Process. Please note, however, that the Parties may, only upon their joint
agreement, commence this period after final approval of the Settlement by the Court, but before
23 the attainment of the Effective Date.

24 14. WHAT IF I DO NOTHING?

25 If you are a Class Member and you do nothing, you will not get a Check from the Settlement and
26 you will be bound by the Court's decisions and the Settlement's "Release and Waiver of Claims"
(see Question 10). To receive a Check, you must complete and submit a Claim Form on or before
27 _____ (see Question 12).

28 Unless you exclude yourself from the Class, if the Settlement is approved you won't be able to

1 start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about
2 the claims in this lawsuit ever again, regardless of whether you submit a Claim Form.

3 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

4 **15. HOW CAN I GET OUT OF THE PROPOSED SETTLEMENT?**

5 To exclude yourself from the Class, you must send by U.S. mail a letter or written request to the
6 Settlement Administrator. Your request must include all of the following:

- 7 1. Your full name and current address;
8 2. A clear statement that you wish to be excluded from the Class;
9 3. The case name and case number (Khai Tu v. United Dental Corporation, et al,
Case No. BC542678); and
10 4. Your signature (you must personally sign the letter).

11 Please write "EXCLUSION REQUEST" on the lower left-hand corner of the front of the
12 envelope.

13 Your exclusion request must be postmarked no later than _____. Send your request to:

14 _____
15 _____
16 _____

17 **16. IF I EXCLUDE MYSELF, CAN I STILL GET A CHECK?**

18 No. You will not get a Check if you exclude yourself from the Settlement. If you request
19 exclusion from the Class, then:

- 20 • You will not be eligible for a Check under the proposed Settlement;
21 • You will not be allowed to object to the terms of the proposed Settlement; and
22 • You will not be bound by any subsequent rulings entered in this case if the proposed
23 Settlement is finally approved.

24 However, if your request for exclusion is late or not complete, you will still be a part of the Class,
25 you will be bound by the Settlement and by all other orders and judgments in this lawsuit, and
26 you will not be able to participate in any other lawsuits based on the claims in this case.

27 **17. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME
28 THING LATER?**

As part of this Settlement, the Court has preliminarily stopped all Class Members and/or their

1 representatives (who do not timely exclude themselves from the Class) from filing, participating
2 in, or continuing litigation against Defendants, and/or from receiving any benefits from any other
lawsuit relating to the claims being resolved in this case.

3 Upon final approval of the Settlement, Plaintiffs and Defendants will ask the Court to enter a
4 permanent ruling forbidding all Class Members and/or their representatives from engaging in the
5 activities described above. All Class Members will be bound by this order.

6 THE LAWYERS REPRESENTING THE CLASS

7 18. DO I HAVE A LAWYER IN THE CASE?

8 The Court has appointed attorneys at the Law Offices of Gerald S. Ohn, APC and LOYR, APC to
9 represent you and other Class Members in the lawsuit. The lawyers representing you and Class
Members are called "Class Counsel." You will not be charged for the services of these lawyers.

10 You may contact Class Counsel as follows:

11 Gerald S. Ohn
12 Law Offices of Gerald S. Ohn, APC
13 25129 The Old Road, Suite 207
14 Stevenson Ranch, CA 91381
E-mail: gerald@ohnlaw.com
Tel: (661) 753-3391

15 Young W. Ryu
16 LOYR, APC
17 3130 Wilshire Blvd., Suite 209
18 Los Angeles, CA 90010
Email: young.ryu@loywr.com
Tel: 888-365-8686

19 You have the right to retain your own lawyer to represent you in the lawsuit, but you are not
20 obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and
21 expenses. You also have the right to represent yourself before the Court without a lawyer.

22 19. HOW WILL THE LAWYERS BE PAID?

23 Class Counsel have worked on this case since 2014 and have not been paid anything to date for
24 their work on the case. Class Counsel will request attorneys' fees and expenses, which will be
25 subject to Court approval. The attorneys' motion for fees, costs, and expenses and Class
Representatives payment will be filed on or before _____. The motion will be posted on
the website at www.uniteddentalsettlement.com.

26 Subject to Court approval, Defendants will pay an Incentive Award up to a maximum amount of
27 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.

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

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any of its terms.

20. HOW CAN I TELL THE COURT IF I DO NOT LIKE THE PROPOSED SETTLEMENT?

If you choose to remain a Class Member, you have a right to object to any part of the proposed Settlement. The Court will consider your views.

To object, you must file a timely, written objection with the Court, through the Court's electronic filing system or any other method in which the Court will accept filings, if any, send the written objection by U.S. mail or e-mail to the Settlement Administrator, and send by U.S. mail or e-mail a copy to Class Counsel and Defense Counsel postmarked no later than _____. Members of the Class who fail to file and serve timely written objections as described here and in the Stipulation of Settlement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Your written objection must include:

- 1. Your full name, current address, and current telephone number;
- 2. Documentation sufficient to establish membership in the Class;
- 3. A statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; ;
- 4. Provide copies of any other documents that the objector wishes to submit in support of his/her position; ;
- 5. Your signature; and
- 6. The case name and case number (Khai Tu v. United Dental Corporation, et al, Case No. BC542678).

If you choose to object, in order to be considered by the Court, your written objection(s) must be filed with the Court and served by U.S. Mail or e-mail on the Settlement Administrator, Class Counsel, and Defense Counsel no later than _____. Objections that are mailed to the Court (and not filed pursuant to the Court's electronic filing system, or any other method in which the Court will accept filings, if any), or objections that are served on the Parties but not filed with the Court, shall not be received or considered by the Court at the Fairness Hearing.

Objections must be served:

Upon Settlement Administrator at:

1 Upon Class Counsel at:

2 Gerald S. Ohn
3 Law Offices of Gerald S. Ohn, APC
4 25129 The Old Road, Suite 207
5 Stevenson Ranch, CA 91381
6 E-mail: gerald@ohnlaw.com

7 Young W. Ryu
8 LOYR, APC
9 3130 Wilshire Blvd., Suite 209
10 Los Angeles, CA 90010
11 Email: young.ryu@loywr.com

12 Upon Defense Counsel at:

13 Jon P. Kardassakis
14 Edward W. Seo
15 Lewis Brisbois Bisgaard & Smith, LLP
16 633. W. 5th Street, Suite 4000
17 Los Angeles, California 90071
18 Email: Jon.kardassakis@lewisbrisbois.com
19 Edward.Seo@lewisbrisbois.com

20 If you file objections, but the Court approves the Settlement as proposed, you can still complete a
21 Claim Form to be eligible for a Check under the Settlement, subject to the terms and conditions
22 discussed in this Notice and in the settlement agreement called the "Class Action Settlement
23 Agreement and Release."

24 **21. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE
25 EXCLUDED?**

26 Objecting is simply a way of telling the Court that you don't like something in the proposed
27 Settlement. You can only object if you stay in the Class. You will also be bound by any
28 subsequent rulings in this case and you will not be able to file or participate in any other lawsuit
based upon or relating to the claims of the lawsuit. If you object to the Settlement, you still
remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself
is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you
have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer
affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally
approve the Settlement. You may attend and ask to speak, but you don't have to.

**22. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE
THE PROPOSED SETTLEMENT?**

1
2 On _____, 2023 at _____, the Court will hold a Fairness Hearing at the Superior Court
3 of the
4 State of California County of Los Angeles, before the Honorable William F. Highberger, 312
5 North Spring Street, Los Angeles, CA 90012.

6 The hearing may be moved to a different date or time without additional notice, so it is a good
7 idea to check www.uniteddentalsettlement.com for updates. At this hearing, the Court will
8 consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide
9 whether to award attorneys' fees and costs, as well as a special payment to Class Representatives.
10 If there are objections, the Court will consider them at that time. After the hearing, the Court will
11 decide whether to approve the Settlement. We do not know how long these decisions will take.

12
13 **23. DO I HAVE TO COME TO THE HEARING?**

14 No. Class Counsel will answer questions the Court may have at the Fairness Hearing. But you
15 are welcome to come at your own expense. Please note that the Court has the right to change the
16 date and/or time of the Fairness Hearing without further notice, so it is a good idea to check the
17 settlement website www.uniteddentalsettlement.com for updates. If you are planning to attend
18 the hearing, you should confirm that the date and time on this website before going to the Court.

19
20 **24. MAY I SPEAK AT THE FAIRNESS HEARING?**

21 You may ask the Court for permission to speak at the hearing. To do so, you must file a
22 document called a "Notice of Intention to Appear" through the Court's electronic system or
23 through any other method in which the Court will accept filings, if any. If you or your attorney
24 wants to appear and speak at the Fairness Hearing, you (or your attorney) must, in addition to
25 filing a Notice of Intention to Appear at the Fairness Hearing with the Court, mail, or e-mail
26 copies to the Settlement Administrator, Class Counsel, and Defense Counsel, whose addresses are
27 listed above in response to Question 20.

28
GETTING MORE INFORMATION

25. HOW CAN I GET MORE INFORMATION?

This notice summarizes the proposed Settlement. More details are in the settlement agreement
which is called the "Class Action Settlement Agreement and Release." For a complete, definitive
statement of the Settlement, refer to the Stipulation of Settlement at
www.uniteddentalsettlement.com. You also may write with questions to the Settlement
Administrator at _____, call the toll-free number, 1-____-
____-____, or e-mail questions to info@uniteddentalsettlement.com.

PLEASE DO NOT CALL THE COURT

EXHIBIT C

1 **LAW OFFICES OF GERALD S. OHN, APC**
2 **GERALD S. OHN (SBN 217382)**
3 gerald@ohnlaw.com
4 **PAMELA TAMMY A. PRIETO (SBN 315677)**
5 pamela@ohnlaw.com
6 **25129 The Old Road, Suite 207**
7 **Stevenson Ranch, CA 91381**
8 **Telephone: (661) 475-5220**
9 **Facsimile: (310) 694-3049**

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

17 **Attorneys for Plaintiff and the Class**

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

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

22 **Plaintiff,**

23 **v.**

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

Defendants

Case No. BC542678

[CLASS ACTION]

STIPULATION FOR ENTRY OF
FUTURE JUDGMENT

Action Filed: April 14, 2014

1 1. I, Jeong Hoon Kim, as an individual defendant of the above-captioned case, hereby
2 confess judgment in the above-entitled action in favor of Plaintiff Khai Tu, the Class and Class
3 Counsel, in the sum approved by the court of up to a maximum of \$2,200,000.00 for attorneys'
4 fees and costs, and authorize entry of judgment against me for that sum, if there is any
5 delinquency in the payment schedule of the sum approved by the court of up to a maximum of
6 \$2,200,000.00 for attorneys' fees and costs according to the terms set forth below.
7

8 2. This stipulation for entry of future judgment shall not be effective unless and until
9 the Court issues an order finally approving the class action settlement in *Khai Tu v. United Dental*
10 *Corporation et al.*, Los Angeles Superior Court Case No. BC542678 ("Class Action Settlement").
11

12 3. Per the Class Action Settlement Agreement and Release, Jeong Hoon Kim shall
13 make four equal installment payment totaling the amount of attorneys' fees and costs awarded by
14 the Court in connection with the Class Action Settlement. In this regard, if the amount awarded
15 by the court is \$2,200,000.00 for attorneys' fees and costs, Jeong Hoon Kim shall pay
16 \$550,000.00 within Thirty (30) calendar days of the Effective Date as defined in the Class Action
17 Settlement Agreement and Release, and \$550,000.00 per month every Thirty (30) calendar days
18 thereafter for 3 consecutive months until the remaining balance of the total amount of attorneys'
19 fees and costs awarded by the Court with respect to the class action settlement is paid in full. In
20 the event the Court awards less than \$2,200,000.00 in attorneys' fees and costs in connection with
21 the Class Action Settlement, Jeong Hoon Kim shall make four equal installment payments
22 totaling the amount awarded by the Court with the first installment payment due within (30)
23 calendar days of the Effective Date of the Settlement Agreement, and subsequent every Thirty
24 (30) calendar days thereafter for 3 consecutive months until the remaining balance of the total
25 amount of attorneys' fees and costs awarded by the Court with respect to the class action
26 settlement is paid in full.
27

1 4. If any check is not received on time or returned for non-sufficient-funds, Class
2 Counsel will provide written notice to Defendants' counsel of record via trackable courier
3 delivery method such as FedEx and email, and Defendants will have 7 business days to cure the
4 payment and deliver a certified or cashier's check to Class Counsel in payment of the same.
5 Should default not be cured, the remaining balance due and owing at that time may be
6 accelerated, and judgment may be entered forthwith, *ex parte*, with proper *ex parte* notice to
7 Defendants and their counsel by Plaintiff and against Defendants, in the amount of the remaining
8 balance due, plus reasonable attorneys' fees and costs associated with such *ex parte*, but not to
9 exceed \$5,000.00, and interest thereon as allowed by law from and after the date of entry of the
10 this judgment ("Judgment").
11

12 5. Upon entry of the Judgment, Plaintiff and Class Counsel will be entitled to
13 forthwith execute thereon without any further notice to Defendants or any of them except as
14 provided by law.
15

16 6. The Court shall retain jurisdiction pursuant to CCP §664.6 to enforce the terms of
17 this Stipulation if necessary or otherwise enforce the Judgment as provided by law.
18

19 7. Defendants waive their right to a hearing upon the entry of the Judgment based on
20 this Stipulation. Defendants further waive any right they may have for requesting or having a
21 trial or any rights they may have to request or to have an appeal from the entry of judgment
22 entered as a result of this Stipulation.

23 8. Defendants waive any notice and opportunity to be heard in the event of such
24 default and, in particular, said Defendants expressly waive any and all rights they may have in
25 regard to such notice and opportunity to be heard as set forth in the case of *Rooney v. Vermont*
26 *Investment* (1973) 10 Cal. 3d 351.
27

1 9. Findings of fact and conclusions of law are hereby waived, and any judgment
2 entered in accordance with the terms and conditions of this Stipulation and the Settlement
3 Agreement may be rendered and entered by a Judge or Court Commissioner.
4

5 10. At all times material hereto, the Parties had the opportunity to consult with legal
6 counsel of their own choosing concerning their rights with respect to the form and content of this
7 Stipulation and the Settlement Agreement and further represent that they have consulted with
8 counsel.

9 11. This Stipulation shall be deemed to have been executed and delivered within the
10 State of California, and the rights and obligations of the Parties hereunder shall be construed and
11 enforced in accordance with, and governed by, the laws of the State of California. Any action
12 brought by any Party hereto to enforce any provision hereof, or for damages for the breach
13 hereof, shall be commenced and maintained exclusively in the state courts sitting in Los Angeles
14 County, California.

15 12. This Stipulation is binding upon and shall inure to the benefit of the Parties and
16 their respective successors and assigns.

17 13. In the event that any provision of this Stipulation or portion thereof is held by a
18 court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of
19 the enforceable portion of any such provision and of the remaining provisions shall not be
20 adversely affected.

21 14. The Parties have read the foregoing terms and provisions of this Stipulation. The
22 Parties hereby acknowledge that they understand the foregoing terms and provisions of this
23 Stipulation, their respective rights thereunder and that the foregoing terms and provisions are
24 hereby agreed to and accepted.

25 15. A signed facsimile or electronic copy of this Stipulation shall be considered a
26 duplicate original of this Stipulation, pursuant to the provisions of California Rules of Court, Rule
27 2.305(d).

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

Dated: 10/7/22



Jeong Hoon Kim

1 PROOF OF ELECTRONIC SERVICE

2 I, Ofelia Molina, 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 document
7 described as CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE and a copy of
8 this declaration via email/CaseAnywhere to the following recipient(s):

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

14 Attorney for Plaintiff KHAI TU

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

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

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

/s Ofelia Molina

Date: October 10, 2022

Ofelia Molina

ADDENDUM TO 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") had entered into a Class Action Settlement Agreement and Release ("Settlement Agreement") as of on or about October 8, 2022,. A true and correct fully executed copy of the Settlement Agreement is attached above. It is understood and agreed that the Settlement Agreement and Exhibits A-C thereto shall remain in full force and effect and is only modified/supplemented to the extent provided for in this Addendum. In this regard, all terms defined in the Settlement Agreement shall have the same meaning in this Addendum unless otherwise noted. Accordingly, the Parties agree that the Settlement Agreement is modified/supplemented as follows:

Paragraph CC on page 6 of the Settlement Agreement shall be modified to read as follows:

"Settlement Administrator" means CPT Group, an experienced Settlement Administrator that is approved by the Court.

The following text on page 6 of the Settlement Agreement is hereby deleted:

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

The text of paragraph C.1. on page 8 of the Settlement Agreement shall be modified to read as follows:

1. If the Parties are unable to reach agreement either as to any disputed claim, any Party may request the Court to resolve the dispute.

The text of paragraph C.4. on page 8 of the Settlement Agreement shall be modified to read as follows:

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 10 business days notify the Court of the dispute. The Parties shall bear their own fees and costs associated with any dispute of a Claim, whether by Court adjudication or otherwise.

The following text of paragraph C.5. on page 8 of the Settlement Agreement is hereby deleted:

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

The text of paragraph IX.D. on page 11 of the Settlement Agreement shall be modified to read as follows:

D. The agreed-upon procedures and requirements for submitting 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 serve by mail 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 submit their objections, 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.

The text of paragraph B.2. on page 12 of the Settlement Agreement shall be modified to read as follows:

- 2. Not later than twenty (20) calendar days after the Court's entry of a Preliminary Approval Order, sending the Class Notice to all persons on the Class List via e-mail for those Class Members for whom Defendants have a valid e-mail address. If Defendants do not have a valid e-mail address for a Class Member, but Defendants do have a valid street mailing address for that Class Member, then notice shall be affected by sending the Class Notice to that Class Member via U.S. Mail. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable contact information prior to the date the Class Notice is first sent.**

The text of paragraph B.3. on page 12 of the Settlement Agreement shall be modified to read as follows:

- 3. From the date the Class Notice is first sent, 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.**

Lines 23 to 25 within paragraph 19 on page 9 of the Class Notice attached as Exhibit B to the Settlement Agreement shall be supplemented to read as follows:

Class Counsel have worked on this case since 2014 and have not been paid anything to date for their work on the case. Class Counsel will request attorneys' fees and expenses in an

amount up to \$2,200,000, which will be subject to Court approval. The attorneys' motion for fees, costs, and expenses and Class Representatives payment will be filed on or before _____ . The motion will be posted on the website at www.uniteddentalsettlement.com.

Lines 7 to 10 within paragraph 20 on page 10 of the Class Notice attached as Exhibit B to the Settlement Agreement shall be modified to read as follows:

To object, you must timely send the written objection to the Settlement Administrator by U.S. Mail postmarked no later than _____. Members of the Class who fail timely submit written objections as described here and in the settlement agreement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Lines 18 to 21 within paragraph 20 on page 10 of the Class Notice attached as Exhibit B to the Settlement Agreement shall be modified to read as follows:

If you choose to object, in order to be considered by the Court, your written objection(s) must be served by U.S. Mail on the Settlement Administrator no later than _____. Objections that are mailed to the Court and not mailed to the Settlement Administrator, or objections that are served on the Parties but not mailed to the Settlement Administrator, shall not be received or considered by the Court at the Fairness Hearing.

The following text at lines 1 to 14 on page 11 of the Class Notice attached as Exhibit B to the Settlement Agreement is hereby deleted:

Upon Class Counsel at:

Gerald S. Ohn
Law Offices of Gerald S. Ohn, APC
25129 The Old Road, Suite 207
Stevenson Ranch, CA 91381
E-mail: gerald@ohnlaw.com

Young W. Ryu
LOYR, APC
3130 Wilshire Blvd., Suite 209
Los Angeles, CA 90010
Email: young.ryu@loywr.com

Upon Defense Counsel at:

Jon P. Kardassakis
Edward W. Seo
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071

Email: Jon.kardassakis@lewisbrisbois.com
Edward.Seo@lewisbrisbois.com

Lines 15 to 17 on page 11 of the Class Notice attached as Exhibit B to the Settlement Agreement shall be to read as follows:

If you mail objections to the Settlement Administrator, but the Court approves the Settlement as proposed, you can still complete a Claim Form to be eligible for a Check under the Settlement, subject to the terms and conditions discussed in this Notice and in the settlement agreement called the "Class Action Settlement Agreement and Release."

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

Date: 11/15/2022

Designed 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

Email: Jon.kardassakis@lewisbrisbois.com
Edward.Seo@lewisbrisbois.com

Lines 15 to 17 on page 11 of the Class Notice attached as Exhibit B to the Settlement Agreement shall be to read as follows:

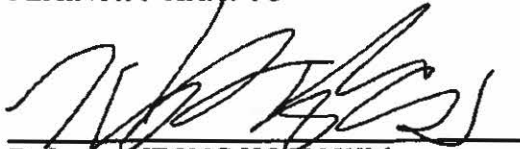
If you mail objections to the Settlement Administrator, but the Court approves the Settlement as proposed, you can still complete a Claim Form to be eligible for a Check under the Settlement, subject to the terms and conditions discussed in this Notice and in the settlement agreement called the "Class Action Settlement Agreement and Release."

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

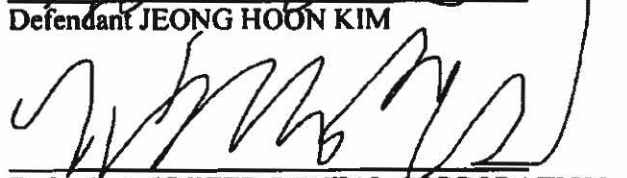
Date: _____

PLAINTIFF KHAI TU

Date: 11/16/2022 _____


Defendant JEONG HOON KIM

Date: 11/16/2022 _____


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: 11/16/22



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

Date: 11/16/2022

Digitized by:
Young W. Ryu
11/16/2022

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

Date: _____

Jon P. Kardassakis, Esq.
Lewis Brisbois Biagaard & Smith, LLP
Attorneys for 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

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: 11/16/2022 _____



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**
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