

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 April 5, 2023, is the only way to get a settlement Check (<i>see</i> question 12).
EXCLUDE YOURSELF	Exclude yourself by March 6, 2023, 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 (<i>see</i> Question 17).
OBJECT	You can write to the Court by March 6, 2023, about why you don’t agree with any aspect of the proposed Settlement (<i>see</i> Question 20).
GO TO THE HEARING	You can ask to speak to the Court about the fairness of the proposed Settlement (<i>see</i> Question 24).

- 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 10).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....2-3

- 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?.....3

- 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.....3-5

- 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.....5

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

EXCLUDING YOURSELF FROM THE SETTLEMENT.....6

- 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?

THE LAWYERS REPRESENTING THE CLASS.....6-7

- 18. Do I have a lawyer in this case?
- 19. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....7-8

- 20. How can I tell the Court if I do not like the proposed Settlement?
- 21. What is the difference between objecting and asking to be excluded?

THE COURT’S FAIRNESS HEARING.....8

- 22. When and where will the Court decide whether to approve the proposed Settlement?
- 23. Do I have to come to the hearing?
- 24. May I speak at the fairness hearing?

GETTING MORE INFORMATION.....8

- 25. How can I get more information?

BASIC INFORMATION

1. WHY WAS THIS NOTICE ISSUED?

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

This notice explains: (1) this lawsuit; (2) the proposed Settlement; (3) your legal rights; (4) what recovery is available; (5)

who is eligible for a Check under the Settlement; (6) how to get a Check; and (7) other important information.

Information about the Settlement is summarized below. The settlement agreement, called the “Class Action Settlement Agreement and Release,” is available on the Settlement website (www.UnitedDentalSettlement.com), and gives greater detail on the rights and duties of the Parties and Class Members.

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

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit contends that 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”). Plaintiff alleges that Defendants’ conduct violated California law and that the class members are entitled to recover money for the violations. Defendants deny any wrongdoing.

The Court in charge of this lawsuit in the Superior Court of the State of California, County of Los Angeles and the lawsuit is called *Khai Tu v. United Dental Corporation, et al.*, Case Number BC542678.

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

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A PROPOSED SETTLEMENT?

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

WHO IS PART OF THE SETTLEMENT?

5. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

Except as noted below in Question 6, the Class includes 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.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

The Proposed Settlement does not include:

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

7. WHAT IF I’M NOT SURE IF I’M INCLUDED?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, www.UnitedDentalSettlement.com, or call the toll free number, 1-888-318-1017. You may also send questions to the Settlement Administrator via e-mail at UnitedDentalSettlement@cptgroup.com or via U.S. Mail at *Khai Tu v. United Dental Corporation, et al. Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

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

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.

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."

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.

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.

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.

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 submitted two ways: electronically or by mail. Your Claim Form must be submitted electronically at www.UnitedDentalSettlement.com no later than April 5, 2023, or by mail postmarked no later than April 5, 2023, and addressed to: *Khai Tu V. United Dental Corporation, et al. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.*

Please use the following CPT ID and Passcode to access your Claim Form on the Settlement Website:

CPT ID: «ID»
Passcode: «Passcode»

13. WHAT IS THE CLAIM PROCESS?

The Settlement Administrator will review each Claim Form. If a claim is not contested, you will receive \$50 Check in accordance with the terms of the Class Action Settlement Agreement and Release. All usual and customary steps to prevent fraud and abuse in the claim process will be 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.

The issuance of Checks for approved claims will begin 180 days after the close of the Claim Period 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”).

The Court will hold a Fairness Hearing on May 30, 2023 at 11:00 a.m. to decide whether or not to approve the proposed Settlement. The Court must finally approve the proposed Settlement before any Checks can be issued. The Court will grant its approval only if it finds that the proposed Settlement is fair, reasonable, and adequate.

In addition, the Court’s orders may be subject to appeals. It is always uncertain whether these 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.

Everyone who sends in a Claim Form will be informed of the progress of the Settlement by contacting the Settlement Administrator, Class Counsel, or by visiting www.UnitedDentalSettlement.com. Please be patient. The Settlement Administrator will begin to issue Checks 180 days 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 Administrator shall begin to issue Certificates commencing no later than 45 days after the Effective Date. Not later than 60 days after either the occurrence of the Effective Date or the close of the 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 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 the attainment of the Effective Date.

14. WHAT IF I DO NOTHING?

If you are a Class Member and you do nothing, you will not get a Check from the Settlement and 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 April 5, 2023 (see Question 12).

Unless you exclude yourself from the Class, if the Settlement is approved you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims in this lawsuit ever again, regardless of whether you submit a Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

Please write "**EXCLUSION REQUEST**" on the lower left-hand corner of the front of the envelope. Your exclusion request must be postmarked no later than April 5, 2023. Send your request to:

Khai Tu V. United Dental Corporation, et al. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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

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

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

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

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

No. If the Court approves the proposed Settlement and you do not exclude yourself from the Class, you give up (or "release") all claims that have been made in the lawsuit (this means that you are agreeing to fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10).

As part of this Settlement, the Court has preliminarily stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating 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.

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

THE LAWYERS REPRESENTING THE CLASS

18. DO I HAVE A LAWYER IN THE CASE?

The Court has appointed attorneys at the Law Offices of Gerald S. Ohn, APC and LOYR, APC to 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.

You may contact Class Counsel as follows:

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; Tel: (661) 753-3391
Young W. Ryu

LOYR, APC
3130 Wilshire Blvd., Suite 209
Los Angeles, CA 90010
Email: young.ryu@loywr.com; Tel: 888-365-8686

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

19. HOW WILL THE LAWYERS BE PAID?

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 May 5, 2023. The motion will be posted on the website at www.UnitedDentalSettlement.com.

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.

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 timely send the written objection to the Settlement Administrator by U.S. Mail postmarked no later than March 6, 2023. 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.

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 served by U.S. Mail on the Settlement Administrator no later than March 6, 2023. 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.

Objections must be served Upon Settlement Administrator at:

Khai Tu V. United Dental Corporation, et al. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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."

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

Objecting is simply a way of telling the Court that you don't like something in the proposed Settlement. You can only object if you stay in the Class. You will also be bound by any 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?

On May 30, 2023, at 11:00 a.m., the Court will hold a Fairness Hearing at the Superior Court of the State of California County of Los Angeles, before the Honorable William F. Highberger, 312 North Spring Street, Los Angeles, CA 90012.

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

23. DO I HAVE TO COME TO THE HEARING?

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

24. MAY I SPEAK AT THE FAIRNESS HEARING?

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

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 *Khai Tu V. United Dental Corporation, et al. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*, call the toll-free number, 1-888-318-1017, or e-mail questions to UnitedDentalSettlement@cptgroup.com.

PLEASE DO NOT CALL THE COURT