

**F I L E D**

Superior Court of California  
County of San Francisco

MAR 10 2023

CLERK OF THE COURT

B: Lucille H. Hengel  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

AHMED MONEIM, D.D.S.; CHARINA  
BAILON, D.D.S.; JOYCE TSE, D.D.S.  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

DELTA DENTAL OF CALIFORNIA,  
a California Corporation,

Defendant.

Case No. CGC-18-565581

ORDER GRANTING RENEWED  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

The renewed unopposed Motion of Plaintiffs Ahmed Moneim, D.D.S., Charina Bailon, D.D.S., Joyce Tse, D.D.S. ("Plaintiffs") for an Order preliminarily approving a proposed class action settlement of the above-entitled action came on for hearing on March 10, 2023. Having reviewed the Amended Settlement Agreement and Release ("Settlement Agreement"), the papers filed in connection with the motion and the argument of counsel, and good cause appearing,

IT IS HEREBY ORDERED THAT:

1. Plaintiffs' renewed unopposed Motion for Preliminary Approval of Class Action Settlement, and for certification of a Settlement Class, and approval of Class Notice is GRANTED pursuant to California Rule of Court Rule 3.769.

2. The parties' Settlement Agreement is preliminarily approved as within the range of

1 reasonably which could receive final approval.

2 3. The Court preliminarily determines the consideration being proposed for the settlement and  
3 release of the class members' claims represents a reasonable compromise among the settling parties.

4 4. The Court conditionally certifies, for settlement purposes only, a settlement class consisting of:

5 All Delta Dental of California participating dentists, from four years prior  
6 to the date of filing of the initial complaint (April 16, 2014) up to March  
7 10, 2023, who had claims submitted, approved and paid by Delta Dental  
8 more than 365 days before Delta Dental sent an initial written request or  
demand for reimbursement of alleged overpayment of such claims.

9 5. The Court appoints, for settlement purposes only, Plaintiffs Ahmed Moneim, D.D.S., Charina  
10 Bailon, D.D.S., and Joyce Tse, D.D.S. as representatives of the settlement class.

11 6. The Court appoints, for settlement purposes only, The Goldman Law Firm, as counsel for the  
12 settlement class.

13 7. The Defendant is appointed to act as the Class Administrator as provided in the Settlement  
14 Agreement.

15 8. Pursuant to California Rule of Court 3.769 subd. (f), the Court approves as to form and content  
16 the Notice of including (1) Long Form Class Notice (Appendix 1); the Short-Form Class Notice  
17 (Appendix 2); in substantially the form attached as Exhibit A. These notices must be provided as detailed  
18 in the Settlement Agreement. The manner and content of the Class Notices specified in the Settlement  
19 Agreement on file will provide the best practicable notice to the Class Members. The Court finds and  
20 concludes that the Notice adequately informs the members of the Settlement Class of all material terms of  
21 the Settlement and the procedures for making a claim pursuant to the Settlement, objecting to the  
22 Settlement, or excluding themselves from the Settlement Class.

23 9. The Class Administrator must provide Notice to the Settlement Class as follows:

24 a. No later than Friday, March 31, 2023 the Class Administrator shall mail the Long-Form  
25 Class Notices.

26 b. No later than Friday, March 31, 2023, the Class Administrator shall publish the Short-  
27 Form Class Notice.

28 c. For any Settlement Class member whose Notice is returned as undeliverable, Delta

1 Dental shall take the reasonable steps outlined in the Settlement to trace the mailing address of the class  
2 member and re-send the notice by U.S. Mail to any updated address so obtained.

3 10. The Court finds that this plan for providing notice of the Settlement to the Settlement Class  
4 constitutes the best practicable under the circumstances, constitutes sufficient notice to the class of the  
5 terms of the Settlement, the time and place of the Final Approval Hearing, and satisfies the requirements  
6 of due process and all other applicable laws.

7 11. The Defendant must pay all costs associated with distributing the Class Notices and  
8 administering the settlement as provided in the Settlement Agreement.

9 12. Any Class Member (or the class member's legal representative), who requests exclusion from  
10 the Class must send a written request to opt out, or be excluded from, the class to the Class Administrator  
11 as provided in Section II.E of the Settlement Agreement and postmarked no later than Wednesday, May  
12 31, 2023. All persons who properly mail a written request for exclusion shall not be bound by the  
13 settlement and shall have no rights with respect to the settlement.

14 13. Any Settlement Class Member who does not opt out, or request exclusion from the class, may  
15 object to or comment on the Settlement, Class Counsel's application for attorney fees and costs, or  
16 Plaintiffs' requests for incentive awards. Any Settlement Class member who wishes to so object or  
17 comment must submit written objections or comments to must send a written objection to the Class  
18 Administrator as provided in Section II.D of the Settlement Agreement and postmarked no later than  
19 Wednesday, May 31, 2023.

20 14. No later than Tuesday, June 13, 2023 the Class Administrator must prepare a list of the  
21 persons who have excluded themselves from the class in a valid and timely manner and must deliver that  
22 list to Class Counsel. No later than Monday, June 19, 2023 Class Counsel shall file the exclusion list with  
23 the Court.

24 15. On or before Monday, June 26, 2023 the Class Administrator must file a declaration or  
25 declarations certifying that notice was provided in accordance with the terms of the Settlement Agreement  
26 and this Order.

27 16. Plaintiffs and Class Counsel shall file any motion for attorney fees, expenses, and class  
28 representative service awards no later than Wednesday, May 17, 2023.

1 17. Plaintiffs' motion for final approval of the Settlement, and any other papers in support of final  
2 approval of the Settlement, must be filed no later than Friday, June 30, 2023.


3 18. If the Settlement Agreement is approved at the Final Approval Hearing, the Court will file an  
4 Order Granting Final Approval of Class Action Settlement ("Final Approval Order") and enter Judgment.  
5 The Final Approval Order will be fully binding with respect to all Class Members who did not request  
6 exclusion in accordance with the terms of the Settlement Agreement.

7 19. The Final Settlement Approval Hearing ("Final Approval Hearing" or "Hearing") will be held  
8 August 4, 2023 at 9:30 a.m. in Department 305 of this Court, or as soon thereafter as may be set by the  
9 Court, to consider fully, and finally determine whether the Settlement Agreement should be approved as  
10 fair, reasonable and adequate, and to determine any request for attorney fees and costs. At the Hearing,  
11 the Court will: (a) consider any objections to the Settlement; (b) determine whether the Settlement is fair,  
12 reasonable, and adequate; (c) consider whether a final approval order and judgment should be entered; (d)  
13 consider any award of attorney fees and expenses to Class Counsel and any service award to the Class  
14 Representatives; and (e) consider any other matters that the Court deems appropriate. The Court may, in  
15 its sole discretion, and without further notice to the Class Members, postpone, continue or adjourn this  
16 hearing.

17 20. In the event that the Final Approval Order is not entered for any reason, then the Settlement  
18 Agreement, as well as the findings contained herein, shall be deemed null and void.

19 IT IS SO ORDERED.

20 Dated: March 10, 2023

21   
22 \_\_\_\_\_  
23 Mary E. Wiss  
24 Judge of the Superior Court  
25  
26  
27  
28

# EXHIBIT A

**Appendix 1: Long-Form Class Notice**

**Notice of Class Action Amended Settlement Agreement and Final Approval  
Hearing**

***Ahmed Moneim, D.D.S., et al. v. Delta Dental of California,*  
San Francisco County Superior Court, No. CGC-18-565581**

c/o

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**Delta Dental of California  
Class Administrator  
560 Mission Street, Suite 1300  
San Francisco, CA 94105  
1-800-XXX-YYYY**

**Superior Court for the City and County of San Francisco**

**Important Information – Read Carefully**

**IF YOU HAVE BEEN A PROVIDER IN CALIFORNIA WHO RECEIVED A DELTA DENTAL OF CALIFORNIA INITIAL WRITTEN REQUEST OR DEMAND FOR REIMBURSEMENT OF ALLEGED OVERPAYMENT OF CLAIMS AT ANY TIME FROM APRIL 6, 2014 TO \_\_\_\_\_, 2023, PLEASE READ THIS NOTICE CAREFULLY.**

**THE SAN FRANCISCO COUNTY SUPERIOR COURT HAS DIRECTED THAT THIS NOTICE BE SENT TO YOU. THIS IS NOT A SOLICITATION FROM A LAWYER.**

The San Francisco County Superior Court has preliminarily approved a proposed Settlement Agreement (“Proposed Settlement”) of a class action lawsuit brought on behalf of Delta Dental of California participating dentists who received a Delta Dental of California (Delta Dental”) initial written request or demand for reimbursement of alleged overpayment of claims at any time during the period April 6, 2014 to \_\_\_\_\_, 2023 (the date of preliminary approval of the Amended Settlement Agreement) (the “Class Period”) in connection with claims submitted, approved and paid by Delta Dental more than 365 days earlier. The Proposed Settlement resolves the claims asserted against Delta Dental in a lawsuit entitled *Ahmed Moneim, D.D.S., et al. v. Delta Dental of California*, San Francisco County Superior Court Action No. CGC-18-565581 (the “Lawsuit”).

**The purpose of this Notice is to inform you of the terms of the Proposed Settlement, and to advise you of your legal rights and options with respect to it and the deadline by which they must be exercised.**

***Please read this Notice carefully.***

**SUMMARY OF THE PROPOSED  
SETTLEMENT**

- The Lawsuit was brought by Class Representatives Drs. Ahmed Moneim, Charina Bailon and Joyce Tse. The Lawsuit challenges certain conduct of Delta Dental beginning April 6, 2014.
- Plaintiffs allege that Delta Dental collected approximately \$7.6 million in reimbursement from Class Members and that approximately \$8.4 million in pending claims remains to be collected.
- As a part of the Proposed Settlement, Delta Dental will pay an amount to Settlement Class Members who made reimbursements as detailed below.
- Further, as a part of the Proposed Settlement, in connection with future written reimbursement request or demand letters to providers, if Delta Dental intends to allege provider fraud or misrepresentation regarding claims initially paid more than 365 days prior to an initial written request or demand for reimbursement of allegedly overpaid claims, Delta Dental shall so clearly indicate, including by using the word(s) “fraud” and/or “misrepresentation” in one or more of the first three paragraph(s) of the letter. Delta Dental shall also inform the provider how to access its dispute resolution mechanism and that uncontested reimbursement requests or demands shall incur interest charges.
- Further, as a part of the Proposed Settlement, Delta Dental will relinquish its right to collect, and shall not collect or attempt to collect, any and all amounts from Settlement Class Members that (a) it has not yet collected, (b) were first sought in connection with a written reimbursement request or demand issued more than 365 days after the initial claim(s) was/were paid and (c) were not expressly alleged to be the result of provider fraud or misrepresentation in the initial reimbursement request or demand up to the date of preliminary approval. The Parties agree that the monetary value of the relinquishment of all outstanding reimbursement claims is approximately \$8,445,213. Delta Dental will not use the fact that a request for reimbursement had been made to any of the Settlement Class Members in order to deny, hinder or alter any of the membership rights of any of the Settlement Class Members including the right to recredentialing as a Delta Dental Member. Notwithstanding the preceding sentence, Delta Dental shall have the right, in connection with any membership or recredentialing decisions, to take into account the facts or alleged facts underlying any reimbursement request.
- Of the amount of reimbursements collected to date, Delta Dental will pay a total of \$2,800,000 (the “Settlement Amount”) to Settlement Class Members who received initial written requests or demands for reimbursement of allegedly overpaid claims from April 6, 2014 to \_\_\_\_\_, 2023 and reimbursed Delta Dental, in whole or in part, after deducting (i) an award of attorney’s fees and expenses to Class Counsel up to \$1,000,579.00, which will be subject to approval by the Court, and (ii) up to \$3,500 to each of the individual named plaintiffs for their service as Class Representatives. The balance of the Settlement

Amount will be allocated and distributed to Settlement Class Members in proportion to the amount of reimbursement that they paid. A motion seeking approval of the attorney's fees and service awards will be filed no later than two weeks before the Objection and Opt-Out Deadlines.

- **Class Members do not need to file a proof of claim or present records of reimbursement payments in order to be allocated a portion of the Settlement Amount.** Class Counsel and experts working for the Class will determine the allocation of the Settlement Amount among Class Members based on Delta Dental's available records. In general, the amount allocated to each Class Member will be a share of the Settlement Amount that will be proportionate to the Class Member's reimbursement amount when compared to the total reimbursements made by the entire Class. Allocations will be made based on the best data available. There will be no allocation of the Settlement Amount to Class Members who did not make reimbursements or distributions from the Settlement Amount to Class Members who opt out of the Proposed Settlement.
- The distribution of the allocations of the Settlement Amount will be made in accordance with the process described in Section II.2 of this Notice. Allocations not relating to a Settlement Class Member's reimbursements to Delta Dental paid by a group practice will be distributed directly to the Settlement Class Member. In connection with allocations relating to a Settlement Class Member's reimbursements to Delta Dental paid by a group practice in the normal course of business, the Class Member and the group practice will receive a notice informing them that unless either party objects the distribution will be made to the group practice. If either party objects, the payment will be held until the disagreement is resolved by agreement or a court order. Once the allocations and distributions have been determined, they will be deemed final and not subject to legal challenge.
- If approved by the Court, the Proposed Settlement will be a legally binding resolution of known and unknown claims based on, arising from, or relating directly to the conduct, acts and omissions alleged in the Second Amended Complaint. Individual disputes with Delta Dental concerning other matters that are not based on conduct, acts or omissions alleged in the Lawsuit will not be released. In addition, no claim based on conduct, acts or omissions of Delta Dental after the Release Date will be released by the Proposed Settlement.
- The Proposed Settlement will become effective only after the Court enters a Final Approval Order and Judgment of the Proposed Settlement following a public hearing to determine the fairness of the Proposed Settlement, and, if necessary, the resolution of any appeal should anyone seek to challenge the Court's Final Approval Order and Judgment.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**Please review this Notice in its entirety. You have the following legal rights and options, which must be exercised in the manner described in this Notice within 45 days from the date of this Notice. The deadline by which you must act is \_\_\_\_\_, 2023.**



<p><b>Participate in this Proposed Settlement</b></p>	<p>If you wish to participate in the Proposed Settlement, you do not need to do anything. If the Court determines that the Proposed Settlement is fair, adequate and reasonable, you will be entitled to the benefits of and be bound by the Proposed Settlement. You may be eligible to receive a payment from the Settlement Amount pursuant to the terms of the Proposed Settlement. No claim form will be required for you to receive a payment. You will release certain claims against Delta Dental as described in the Proposed Settlement.</p>
<p><b>Exclude Yourself (or “Opt Out”) from the Proposed Settlement</b></p>	<p>If you do not wish to participate in this Proposed Settlement, you must “opt out” or exclude yourself from it. If you opt out, you will not be considered a party to the Lawsuit, you will relinquish any eligibility to receive a payment from the Settlement Amount and you will not release any claims you may have against Delta Dental. You will not be represented by Class Counsel after you submit a timely and valid request to opt out of the Proposed Settlement. To exclude yourself or opt out of the Proposed Settlement, you must submit a written Request for Exclusion as provided in Section III.2 of this Notice, postmarked or delivered to the Class Administrator no later than _____, 2023.</p>
<p><b>Object to the Proposed Settlement</b></p>	<p>If you wish to participate in the Proposed Settlement but have an objection to one or more aspects of it, you may submit a written objection to the Proposed Settlement as provided in Section III.3 of this Notice, postmarked or delivered to the Class Administrator no later than _____, 2023.</p>
<p><b>Go to the Final Approval Hearing to State Your Views</b></p>	<p>The Court will hold a public hearing to determine whether the Proposed Settlement is fair, reasonable and adequate to the Class (the “Final Approval Hearing”) in San Francisco Superior Court, Department 305, on _____, 2023. Anyone can attend the Final Approval Hearing, but if you wish to address the Court at this hearing, you must not have opted out of the Proposed Settlement. It is possible the hearing date will change, so please check the website for this Lawsuit and Proposed Settlement, <a href="http://deltadentalins.com/dentists">deltadentalins.com/dentists</a>, to confirm the date of the Final Approval Hearing.</p>

**WHAT THIS NOTICE CONTAINS**

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## **I. BASIC INFORMATION**

### **1. Why did I get this Notice?**

The Proposed Settlement resolves claims in the Lawsuit, *Ahmed Moneim, D.D.S., et al. v. Delta Dental of California*, San Francisco Superior Court Action No. CGC-18-565581. The Superior Court has provisionally approved a Class for settlement purposes only described as follows:

“[A]ll Delta Dental of California participating dentists, from four years prior to the date of filing of the initial complaint (April 6, 2014) up to [the time the class is certified], who had claims submitted, approved and paid by Delta Dental more than 365 days before Delta Dental sent an initial written request or demand for reimbursement of alleged overpayment of such claims.”

You are receiving this Notice because Delta Dental’s records indicate that you meet this definition and, therefore, are a Class Member. As a Class Member, your rights may be affected by, and you may receive a payment under, the Proposed Settlement if you do not opt out.

### **2. Who are the Class Representatives?**

The Class Representatives are Drs. Ahmed Moneim, Charina Bailon and Joyce Tse. Each of the individual class representatives is a Class Member because he or she received an initial written request for reimbursement of allegedly overpaid claims (at least some of which were initially paid more than 365 days earlier) during the Class Period.

### **3. What is the Lawsuit about and what claims are being asserted on behalf of Class Members?**

The Lawsuit asserts claims for breach of the covenant of good faith and fair dealing, violations of California Business and Professions Code Sections 17200, *et seq.*, and declaratory relief based on the conduct, acts or omissions alleged in the Second Amended Complaint. The Lawsuit challenges, among other things, Delta Dental’s issuance of initial written requests or demands for reimbursement of allegedly overpaid claims that were initially paid more than 365 days earlier and alleges that such requests or demands were untimely under 28 C.C.R. § 1371.1(b)(2). The claims are contained in the Second Amended Complaint filed in the case, which is available for review at [deltadentalins.com/dentists](http://deltadentalins.com/dentists).

### **4. What are Delta Dental’s responses to the claims being asserted?**

Delta Dental denies each and every claim asserted against it. Delta Dental contends, among other things, that (1) the 365-day rule does not apply to written requests or demands for reimbursement untethered to auto-recoupment (automatic deductions from future provider claims payments) which is not at issue in this case, (2) it clearly alleged fraud or misrepresentation in its written requests or demands for reimbursement such that the 365-day rule did not apply, and (3) the issues involving each provider are individualized. Delta Dental’s agreement to settle the Lawsuit is not an admission of liability or that it engaged in any wrongdoing or unlawful conduct of any kind.

**5. Has the Court decided who is right?**

The Court has issued no decision on the merits of the Lawsuit and has not decided who is right or wrong. In a Phase I decision, the Court did decide that the Regulation's 365-day rule as set forth in 28 C.C.R. § 1300.71(b)(5) applied to the initial written requests or demands for reimbursement that Delta Dental sent to the three Class Representatives.

**6. Why is this Lawsuit a class action and who is included in the Class?**

The Class Representatives initially filed this Lawsuit on behalf of the Class.

After extensive litigation regarding initial challenges to the Lawsuit, the parties agreed to engage a professional mediator, Mark LeHocky, of ADR Services, Inc. In May 2022, the parties reached an agreement in principle. This Notice is being sent to Class Members pursuant to the Court's Order to advise you of the Proposed Settlement and the Final Approval Hearing at which the Court will consider whether to grant final approval of it.

**7. Why is there a Proposed Settlement?**

As described above in Section I.3, this Lawsuit challenges, among other things, Delta Dental's initial written requests or demands for reimbursement of allegedly overpaid claims and the timeliness thereof. There are many complex issues that are raised by these claims as well as disputes over the relevant facts. While Class Counsel believes that the claims have merit, Delta Dental believes that it will prevail on all claims. Litigation is inherently unpredictable and there is no guarantee that either party will ultimately prevail or that any monetary damages will be awarded. It would likely take years to resolve the issues raised in the Lawsuit, including any appeals, and there can be no certainty of the outcome. It would be several years, therefore, before any relief could be granted, if Class Members are entitled to any relief.

In an attempt to resolve their differences, Class Counsel and Delta Dental's Counsel engaged in the lengthy mediation before a professional mediator, which is described above in Section I.6. That mediation, coupled with the additional negotiations of the parties, resulted in the Proposed Settlement. While there were many factors that led to the Proposed Settlement, some of the most significant were:

- The Settlement Amount of \$2,800,000 to be paid to eligible Settlement Class Members and as attorney's fees and Class Representative service payments (if approved by the Court), which is in addition to the benefits described above, will provide monetary compensation within a reasonable time for providers who made reimbursements to Delta Dental during the Class Period.
- Delta Dental contends that the Knox-Keene Act permits a health care service plan like Delta Dental to issue written requests or demands for reimbursement for claims paid more than 365 days earlier if the plan does not seek to auto-recoup reimbursements from future claims payments (which Delta Dental did not do with respect to Class Members).
- Delta Dental contends that its requests or demands for reimbursement to Class Members clearly and adequately alleged that providers committed fraud or made

misrepresentations and that its requests/demands therefore fell within an express regulatory exemption to the 365-day rule.

- The outcome of continued litigation was uncertain and not knowable. Given the above arguments, among others, it was possible that, absent a settlement, plaintiffs might not obtain any relief whatsoever after years of expensive litigation.
- The Settling Parties recognized that the only mechanism to reach a settlement that would provide relief to all Class Members and provide closure on the disputed issues is through a class action, which subjects the Proposed Settlement to the Court's review to ensure that it is fair, reasonable and adequate for Class Members and also affords Class Members the opportunity to object to, or opt out of, the Proposed Settlement.

Considering the benefits that will accrue under the Proposed Settlement and all of the risks, time and expense that would be required for continued litigation, Class Counsel and the Class Representatives have concluded that the Proposed Settlement is fair, reasonable and adequate.

**8. Can I participate in the Proposed Settlement, and if I do how are my rights affected?**

The Class Period is from April 6, 2014 to \_\_\_\_\_, 2023. If you were a Delta Dental of California participating dentist and at any time during this period received an initial written request or demand for reimbursement of allegedly overpaid claims that were paid more than 365 days earlier, you are a Class Member. Unless you decide to opt out of the Proposed Settlement in accordance with the instructions contained in this Notice, you will receive benefits under the Proposed Settlement on the same basis as other providers who are Class Members and also do not opt out, and you will be bound by the terms of the Proposed Settlement, including the release of claims.

**II. THE PROPOSED SETTLEMENT'S BENEFITS**

**1. What steps does the Proposed Settlement require Delta Dental to take?**

In connection with future written reimbursement request or demands letters to providers, if Delta Dental seeks reimbursement of claims initially paid more than 365 days earlier, the Proposed Settlement requires Delta Dental to clearly indicate that the provider allegedly committed fraud or made misrepresentations. In addition, Delta Dental would be required to inform providers how to access Delta Dental's dispute resolution mechanism, provide notice of the right to dispute a request within 30 working days and inform providers that interest shall accrue on uncontested overpayments.

- As part of the settlement, Delta Dental will also relinquish its right to collect, and shall not collect or attempt to collect, any and all amounts from Settlement Class Members that (a) it has not yet collected, (b) were first sought in connection with a written reimbursement request or demand issued more than 365 days after the initial claim(s) was/were paid and (c) were not expressly alleged to be the result of provider fraud or misrepresentation in the initial reimbursement request or demand up to the date of preliminary approval. Delta Dental will not use the fact that a request for reimbursement had

been made to any of the Settlement Class Members in order to deny, hinder or alter any of the membership rights of any of the Settlement Class Members including the right to recredentialing as a Delta Dental Member. Notwithstanding the preceding sentence, Delta Dental shall have the right, in connection with any membership or recredentialing decisions, to take into account the facts or alleged facts underlying any reimbursement request.

2. **Am I entitled to receive money under this Proposed Settlement and if so, how will the amount be determined?**

The Plan of Allocation and Distribution of the Settlement Amount is set forth in Appendix 3 to the Proposed Amended Settlement Agreement, which is available at [deltadentalins.com/dentists](http://deltadentalins.com/dentists). In summary, if you do not opt out of the Proposed Settlement, you will be a Settlement Class Member and you may be allocated and entitled to receive a *pro rata* portion of the Settlement Amount.

Distributions will be made pursuant to the Plan of Allocation and Distribution, which is Appendix 3 to the Amended Settlement Agreement. In sum, allocations not relating to a Settlement Class Member's reimbursements to Delta Dental made by a group practice will be distributed directly to the Settlement Class Member. In connection with allocations relating to a Settlement Class Member's reimbursements to Delta Dental paid by a group practice in the normal course of business, within 20 days after Final Approval the Settlement Class Member and the group practice will be told the amount of the Settlement Class Member's allocation associated with the group practice and that the distribution will be made to the group practice unless an objection is made within 30 days after the notice is sent. If no written objection is received within 30 days, then the distribution will be made to the group practice. If an objection is made, the distribution will be held for a maximum of 60 days to allow the Settlement Class Member and the group practice to reach an agreement. If no agreement is reached within that period, the distribution shall be deposited in a Qualified Settlement Fund established pursuant to the Amended Settlement Agreement (Appendix 5), and thereafter paid either in accordance with instructions agreed upon by the Settlement Class Member and the group practice or a final, non-appealable court order directing how payment shall be made. Once the distribution has been determined, it will be deemed final and not subject to legal challenge. To the extent feasible, recipients of a distribution from the Settlement Amount will receive a Form 1099-MISC.

3. **What is the range of recovery for Settlement Class Members?**

Based on current calculations and available data, and assuming that Class Counsel's request for attorney's fees and expenses of \$1,000,579.00 is approved and that Class Representative service awards of \$3,500 for each Class Representative are approved, it is currently estimated that approximately 448 Class Members will be allocated a portion of the \$2,800,000 Settlement Amount (or approximately \$1,788,921). The allocated amounts are expected to range from approximately \$5 to approximately \$49,497. The average allocation from the Settlement Amount is currently estimated to be approximately \$4,016. Settlement Class members who did not make payment to Delta Dental, or who did not pay the full amount demanded by Delta Dental pursuant to a demand or demands issued by Delta Dental for reimbursement of an allegedly overpaid claim shall have all such debt cancelled which amounts to approximately \$8,445,213.

4. **Am I required to file a claim form or any documentation in order to be allocated money under this Proposed Settlement?**

No. It will not be necessary for you to file a claim form in order to be allocated and entitled to receive a portion of the Settlement Amount, and your eligibility for a payment does not depend on your ability to document fee submissions that you have made. Delta Dental maintains documents and databases that will be used to make the calculations for allocations and payments under the Proposed Settlement. The allocations and payments will be based on Delta Dental's record and determined in the manner described above. It is anticipated that all payments from the Settlement Amount will be completed within 120 calendar days after the Proposed Amended Settlement Agreement becomes effective. Any payments from the Settlement Amount that remain outstanding (*i.e.*, checks that are issued but are returned as undeliverable, or which are not cashed or redeemed within 90 days after being mailed) will be paid to La Clinica de La Raza, [www.laclinica.org](http://www.laclinica.org), for the provision of dental services.

5. **What is the effect of the Proposed Settlement on my rights if I do not opt out?**

If you decide to remain a Class Member and do not opt out of the Proposed Settlement, you will receive its benefits as described in this Notice and it will be binding on you. You will also be bound by the "Release of Claims" included in the Proposed Amended Settlement Agreement, which provides as follows:

[1] In addition to and not in lieu of the effect of any final judgment entered in accordance with the Amended Settlement Agreement, and in consideration of Delta Dental's agreement to pay the Settlement Amount and for other valuable consideration provided by the Amended Settlement Agreement, each Settlement Class Member hereby expressly and irrevocably waives, and fully, finally, and forever settles, discharges, and releases the Released Parties, from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, derivative, representative, or otherwise in nature, for damages (whether compensatory, consequential, special, statutory or punitive), restitution, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that are based on, arise from or relate directly to Delta Dental's conduct, acts or omissions alleged in the Second Amended Complaint including without limitation allegations in connection with written requests or demands for reimbursement that (a) Delta Dental's reimbursement requests or demands were time-barred, in whole or in part, including without limitation by the Regulation, (b) Delta Dental requested or demanded that Providers reimburse for claims initially paid more than 365 days prior to Delta Dental's initial reimbursement requests or demands, (c) Delta Dental's initial reimbursement requests or demands did not clearly allege fraud or misrepresentation, (d) Delta Dental did not actually or subjectively believe that Providers committed fraud or misrepresentation, and (e) Delta Dental did not lawfully or appropriately determine that it believed Providers committed fraud or made misrepresentations, including by allegedly employing or using non-California dentists to make such determinations, in whole or in part, or by not reporting Providers to law enforcement officials, the National Practitioner Data Bank or equivalent regardless of when such claims accrue or accrued, for the period through

the date the Class is preliminarily certified (the "Release Date") as provided herein (the "Released Claims"). Settlement Class Members shall not, after the Release Date, seek to establish liability against the Released Parties based on, arising from or relating directly to the conduct, acts or omissions asserted in the Second Amended Complaint. Settlement Class Members and the Released Parties agree that the Amended Settlement Agreement may be pleaded as a bar to a lawsuit, arbitration demand or administrative claim, and an injunction may be obtained, preventing any action from being initiated or maintained in any lawsuit, arbitration or administrative proceeding sought to be prosecuted by or on behalf of Settlement Class Members with respect to the Released Claims.

[2] In addition to the provisions . . . above, each Settlement Class Member expressly agrees that, upon the Release Date, he, she or it waives and forever releases only with respect to the Released Claims defined in Section [5.1] above any and all provisions, rights and benefits conferred by either (a) Section 1542 of the California Civil Code, which reads:

**Section 1542. General release; extent.**

**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.**

or (b) any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Each Settlement Class Member acknowledges that he, she or it may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Release Date, any known or unknown, suspected or unsuspected, contingent or non-contingent claim based on, arising from or relating directly to the conduct, acts or omissions alleged in the Second Amended Complaint, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

**6. Who is paying the costs associated with the Proposed Settlement?**

Delta Dental will bear the costs of administering the Settlement Amount. However, under certain circumstances, Delta Dental will establish a Qualified Settlement Fund ("QSF") as provided in the Proposed Amended Settlement Agreement, into which the Settlement Amount, or a portion of it, and any award of attorney's fees and expenses and service awards shall be deposited. In that event, the costs and expenses for the operation and administration of the QSF, if one is established, including but not limited to fees and expenses for any claims administrator fees and expenses relating to the distribution of the Settlement Amount, which are currently estimated to be less than \$50,000, will be paid out of the QSF.



### III. WHAT ARE MY OPTIONS?

#### 1. What should I do if I want to be part of the Proposed Settlement?

If you want to participate in the Proposed Settlement, you do not need to do anything. You automatically will be included in the Settlement Class, may be eligible to receive a payment from the Settlement Amount, and will be bound by the terms of the Proposed Settlement, including the release of claims as provided in the Proposed Amended Settlement Agreement. You do not need to file a claim form or take any other action. The Class Administrator will provide notice through the settlement website if the Court enters an order granting final approval of the Proposed Settlement and a judgment. Any payment will be made within 120 calendar days after final approval of the Proposed Amended Settlement Agreement, unless otherwise ordered by the Court. It is possible that this date may be postponed if there is any appeal of the Court's order. In that case, payments will be made after all appeals have been resolved and the Proposed Settlement is upheld on appeal.

#### 2. What should I do if I want to opt out or exclude myself from the Proposed Settlement, and what are the consequences of opting out?

You have the right to be excluded from this Proposed Settlement, which is also referred to as "opting out". If you want to opt out of the Proposed Settlement, you must do so on your own behalf. To opt out of the Proposed Settlement, you must submit to the Class Administrator a written request to opt out of the Proposed Settlement that is delivered to the Class Administrator or postmarked no later than \_\_\_\_\_, 2023. The Class Administrator's address is provided below in Section VI.

To be effective, your opt-out request must:

- (1) State the name of this Lawsuit, *Ahmed Moneim, D.D.S., et al. v. Delta Dental of California*, San Francisco Superior Court Action No. CGC-18-565581;
- (2) State your full legal name, address, telephone number and Dental Board of California license number;
- (3) State the date on which you believe that you received an initial written request or demand for reimbursement of alleged overpayment of claims based on available records or, if records are not available, to the best of your recollection;
- (4) State that you are opting out of the Proposed Settlement; and
- (5) be signed and dated by you or your counsel if you are represented by counsel.

Opt-out requests that are not postmarked or received by the Class Administrator by \_\_\_\_\_, 2023, or which fail to include the information outlined above, will be of no force or effect. Delta Dental has an option to terminate the Proposed Settlement, if total opt outs exceed certain thresholds.

If you decide to opt out of the Proposed Settlement, you will not be eligible to receive any payment from the Settlement Amount, you will not release any claim you may have against Delta Dental, and you will no longer be represented by Class Counsel. You will be free to pursue any claim you believe you may have against Delta Dental on your own.

3. **What should I do if I object to the Proposed Settlement, and is objecting the same as “opting out”?**

If you decide to participate in and do not opt out of the Proposed Settlement, you still have the right to object in writing to all or any part of it, should you wish to do so. If you want to object to any aspect of the Proposed Settlement, you must do so on your own behalf. To object to the Proposed Settlement or any part of it, you must submit a written objection to the Class Administrator that is delivered or postmarked no later than \_\_\_\_\_, 2023. The Class Administrator’s address is provided below in Section VI. For an objection to be considered by the Court, the objection must:

- (1) State the name of this Lawsuit, *Ahmed Moneim, D.D.S., et al. v. Delta Dental of California*, San Francisco Superior Court Action No. CGC-18-565581;
- (2) State your full name, address, telephone number and Dental Board of California license number;
- (3) State the date on which you believe that you received an initial written request or demand for reimbursement of alleged overpayment of claims based on available records or, if records are not available, to the best of your recollection;
- (4) Include a description of the nature of your objection and the grounds for your objection, accompanied by any legal or factual support for the objection known to you or your counsel if you are represented by counsel;
- (5) State the identity of counsel who represent you in connection with this matter, if you are represented by counsel; and
- (6) Include your signature or your counsel’s signature, if you are represented by counsel, and the date of the signature.

Objections that are not postmarked or received by the Class Administrator by \_\_\_\_\_, 2023, or which fail to include the information outlined above, will not be considered by the Court.

Objecting to the Proposed Settlement is not the same as opting out of the Proposed Settlement. You may object to the Proposed Settlement and still participate in it if you don’t opt out. If you opt out of the Proposed Settlement, however, you will have no right to object to it or to speak at the Final Approval Hearing because it will no longer affect your rights.

IV. **THE COURT’S FINAL APPROVAL HEARING**

1. **When and where will the Court decide whether to finally approve the Proposed Settlement?**

Under California law, the Court, after considering any valid objections to the Proposed Settlement, must make a final determination as to whether it is fair, adequate and reasonable for Class Members. A formal “Final Approval Hearing” is conducted by the Court in order to determine whether the Proposed Settlement is fair, adequate and reasonable.

The Final Approval Hearing is currently scheduled for \_\_\_\_\_, 2023 in Courtroom 305, San Francisco County Superior Court, 400 McAllister Street, San Francisco, California 94102. It is possible that the date and time of this hearing will be postponed if the Court determines this is necessary. If this occurs, the revised date and time for this hearing will be posted on the website for this Proposed Settlement, [deltadentalins.com/dentists](http://deltadentalins.com/dentists). A separate written notice of the rescheduled hearing date will not be mailed to Class Members. If you wish to attend the Final Approval Hearing, therefore, please consult this website to confirm the date and time for the hearing.

2. **Do I have to attend the Final Approval Hearing to participate in the Proposed Settlement?**

No, attendance is not required and whether you do or do not attend will not affect your right to participate in the Proposed Settlement. Attendance at the Final Approval Hearing is entirely optional.

3. **Do I have the right to speak at the Final Approval Hearing?**

You may attend the Final Approval Hearing regardless of whether you objected to the Proposed Settlement. If you do not opt out or request exclusion, as provided in Section III.2 above, you may address the Court at the Final Approval Hearing. If you want to make a substantive objection to the Proposed Settlement or any portion of it at the Final Approval Hearing, you must submit a written objection as set forth in Section III.3 above.

V. **THE LAWYERS FOR THE CLASS**

1. **Who represents me?**

The Class is represented by attorneys at the Goldman Law Firm at the address below:

Ronald P. Goldman, Esq.  
J.E.B. Pickett, Esq.  
Andrew J. Goldman, Esq.  
The Goldman Law Firm  
Merchant Bank Building  
55 Main Street  
Tiburon, CA 94920  
415-435-5500  
[snakebit@goldmanlawfirm.net](mailto:sakebit@goldmanlawfirm.net)  
[jpickett@goldmanlawfirm.net](mailto:jpickett@goldmanlawfirm.net)  
[sundance@goldmanlawfirm.net](mailto:sundance@goldmanlawfirm.net)

2. **How will Class Counsel be paid?**

Pursuant to the Proposed Settlement and subject to Court approval, Delta Dental will pay Class Counsel up to \$1,000,579.00 in attorney's fees and expenses. Class Counsel will file a motion for approval of this payment, which will be decided by the Court at the Final Approval Hearing. In addition, if approved by the Court, each individual class representative will receive a service award of up to \$3,500 to reimburse him or her for the time and effort he or she has devoted to this case as a Class Representative. The basis for this award will be included in the motion for attorney's fees and service awards and considered at the Final

Approval Hearing. These service awards, if approved by the Court, will also be paid by Delta Dental. The attorney's fees and expenses and the service awards, if approved, will reduce the Settlement Amount payable to Settlement Class Members.

Class Counsel's motion for approval of attorney's fees and expenses and service awards will be filed no later than \_\_\_\_\_, 2023, or at least two weeks before the Objection and Opt-Out Deadlines set by the Court. If you wish to object to the motion for approval of attorney's fees and service awards, you must submit your written objection to the Class Administrator, which must be delivered or postmarked no later than \_\_\_\_\_, 2023.

**VI. GETTING MORE INFORMATION**

**1. Can I get more information from the Class Administrator?**

If you desire more information regarding this Notice, the Proposed Settlement, or the Lawsuit, please visit the website that the Class Administrator has established: **deltadentalins.com/dentists**.

All significant pleadings, notices and documents, including a copy of the Proposed Settlement, are available on the website. Notice of hearings and any changes in hearing dates, including for the Final Approval Hearing, also will be posted at this website.

The Court's docket may be accessed at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org). Click Online Services, then Case Query and fill in the case number CGC-18-565581.

If you still have any questions regarding the information provided in the Proposed Settlement or this Notice, including the amount you may be eligible to receive under the Proposed Settlement (subject to appropriate confidentiality limitations), you may contact the Class Administrator at the following:

*Ahmed Moneim, D.D.S., et al. v. Delta Dental of California c/o*

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**Delta Dental of California  
Class Administrator  
560 Mission Street, Suite 1300  
San Francisco, CA 94105  
1-800-XXX-YYYY**

If you still have questions that you believe have not been adequately answered by the Class Administrator, you may contact Class Counsel at the address provided above.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS PROPOSED SETTLEMENT OR THE BENEFITS UNDER IT.**

**Appendix 2: Short-Form Class Notice**

**Notice of Class Action Amended Settlement Agreement and Final Approval Hearing**

***Ahmed Moneim, D.D.S. et al. v. Delta Dental of California,*  
San Francisco County Superior Court, No. CGC-18-565581**

**If You Were a Delta Dental of California Provider from April 6, 2014 to \_\_\_\_\_  
You May Be Eligible for Benefits from a Class Action Lawsuit**

A Proposed Settlement has been reached in a class action lawsuit brought on behalf of Delta Dental of California participating dentists against Delta Dental of California (“Delta Dental”) who had claims submitted, approved, and paid by Delta Dental more than 365 days before Delta Dental sent an initial written request or demand for reimbursement of alleged overpayment of such claims form four years prior to the date of the filing of the initial complaint (April 6, 2014) up to [the time the class is preliminarily certified]. The lawsuit claims that Delta Dental issued reimbursement requests or demands to providers in connection with claims paid more than 365 days earlier without expressly alleging that the provider committed fraud or made misrepresentations to Delta Dental in alleged violation of 28 C.C.R. § 1371.1(b)(5). Delta Dental denies all wrongdoing.

**Who are the Class Representatives?**

The lawsuit was brought by the following class representatives: Ahmed Moneim, D.D.S., Charina Bailon, D.D.S. and Joyce Tse, D.D.S. Each of the individual representatives is a member of the Class.

**Am I included in the Proposed Settlement?**

If you were a Delta Dental of California participating dentist and between April 6, 2014 and \_\_\_\_\_ you received an initial written request or demand for reimbursement of alleged overpayment of claims for claims submitted, approved and paid by Delta Dental more than 365 days before the initial request or demand, you are a member of the Class. The lawsuit does not involve, and the Class does not include patients who are or were enrollees in dental plans offered by Delta Dental of California.

**What does the Proposed Settlement provide?**

In connection with future written reimbursement request or demand letters to providers, if Delta Dental seeks reimbursement of claims initially paid more than 365 days earlier, the Proposed Settlement requires Delta Dental to clearly indicate that the provider allegedly committed fraud or made misrepresentations. In addition, Delta Dental would be required to inform providers how to access Delta Dental’s dispute resolution mechanism, provide notice of the right to dispute a request within 30 working days and inform providers that interest shall accrue on uncontested overpayments.

As part of the settlement, Delta Dental will also relinquish its right to collect, and shall not collect or attempt to collect, any and all amounts from Settlement Class Members that (a) it has not yet collected, (b) were first sought in connection with a written

reimbursement request or demand issued more than 365 days after the initial claim(s) was/were paid and (c) were not expressly alleged to be the result of provider fraud or misrepresentation in the initial reimbursement request or demand up to the date of preliminary approval. Delta Dental will not use the fact that a request for reimbursement had been made to any of the Settlement Class Members in order to deny, hinder or alter any of the membership rights of any of the Settlement Class Members including the right to recredentialing as a Delta Dental Member. Notwithstanding the preceding sentence, Delta Dental shall have the right, in connection with any membership or recredentialing decisions, to take into account the facts or alleged facts underlying any reimbursement request. Class members who did not make payment to Delta Dental, or who did not pay the full amount demanded by Delta Dental pursuant to a demand or demands issued by Delta Dental for reimbursement of an allegedly overpaid claim shall have all such debt cancelled which amounts to approximately \$8,445,213.

In addition, Delta Dental will pay a total of \$2,800,000 (the "Settlement Amount"). Assuming the Court approves Class Counsel's request for attorney's fees and expenses of \$1,000,579.00 and approves the Class Representative service awards of \$3,500 each, a balance of \$1,788,921 would remain for distribution to Settlement Class Members.

#### **How will the Settlement Amount be allocated among Class Members?**

In general, the amount allocated to each Class Member will be a share of the Settlement Amount that is proportionate to the reimbursement amount(s) made by the Class Member, based on determinations using available data, when compared to the total reimbursement amounts paid by Class. Once determined, the allocations will be deemed final and not subject to legal challenge.

Based on current calculations and available data, it is currently estimated that approximately 448 Class Members will be allocated the \$1,788,921 portion of the Settlement Amount. Assuming that Class Counsel's request for attorney's fees and expenses of \$1,000,579.00 is approved and that the Court approves the Class Representative service awards of \$3,500 each, these amounts are estimated to range from \$5 to approximately \$49,497. The average allocation from the Settlement Amount is currently estimated to be approximately \$4.016. Recipients of distributions from the Settlement Amount will be sent a Form 1099-MISC. Class Members who did not make reimbursements during this period will not receive any portion of the Settlement Amount.

Allocations not relating to a group practice's reimbursement to Delta Dental will be distributed directly to the Settlement Class Member. In connection with allocations relating to a group practice's reimbursement for a Settlement Class Member, the Settlement Class Member and the group practice will receive a notice informing them that unless either party objects the distribution will be made to the group practice. If either party objects, the payment will be held until the disagreement is resolved by agreement or a court order. Once the allocations and distributions have been determined, they will be deemed final and not subject to legal challenge.

Distributions from the Settlement Amount will be made within 120 calendar days from the date that the Proposed Settlement receives final approval. Any distributions from the Settlement Amount that remain outstanding (*e.g.*, checks that are uncashed) for more than 90 days after being mailed will be paid to La Clinica de La Raza, [www.laclinica.org](http://www.laclinica.org), for the provision of dental services.

Delta Dental will bear the costs of administering the Settlement Amount. However, under certain circumstances, Delta Dental will establish a Qualified Settlement Fund (“QSF”) as provided in the Proposed Settlement, into which the Settlement Amount, or a portion of it shall be deposited. Costs and expenses for the operation and administration of the QSF, if one is established, including but not limited to fees and expenses for any claims administrator fees and expenses relating to the distribution of the Settlement Amount, which are currently estimated to be less than \$50,000, will be paid out of the QSF.

**How do I get benefits?**

You do **not** need to file a claim to participate in the Proposed Settlement. The Settlement Amount will be allocated and distributed in the manner described above, using the information that is available in Delta Dental’s records.

**What are my other rights?**

Remain in the Proposed Settlement: If you do nothing, you will remain in the Proposed Settlement and will remain a Settlement Class Member. You will be bound by the terms of the Proposed Settlement and give up your right to sue Delta Dental about the claims in this case. You may be eligible to receive a distribution or benefits as described in this Notice.

Object to the Proposed Settlement: If you stay in the Proposed Settlement but still wish to object to it, you must submit a written objection to the Class Administrator at the address below by \_\_\_\_\_. The Court will consider only written objections.

Opt Out of the Proposed Settlement: If you do not want to be legally bound by the Proposed Settlement and want to retain your right to sue, you must exclude yourself by \_\_\_\_\_ by sending an opt-out request to the Class Administrator at the address below. If you opt out, you will not receive any distribution from the Settlement Amount and will not be represented by Class Counsel. However, your status as a Delta Dental Premier Dentist will not be affected.

Attend the Hearing: The Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ p.m. to determine whether to grant final approval to the Proposed Settlement. The Court will also consider the application for attorney’s fees and service awards at this hearing. Anyone can attend this hearing and any Class Member who has not opted out may address the Court at the Final Approval Hearing. Substantive objections must be submitted in writing to the Class Administrator by \_\_\_\_\_.

**The complete Proposed Amended Settlement Agreement, long-form Class Notice, and other documents pertinent to the Proposed Settlement can be accessed at [deltadentalins.com/dentists](http://deltadentalins.com/dentists) or by contacting the Class Administrator, Delta Dental, at:**

**Delta Dental of California  
560 Mission Street, Suite 1300  
San Francisco, CA 94105  
(415) XXX-YYYY  
1-800-XXX-YYYY**

**Re: *Ahmed Moneim, D.D.S. et al. v. Delta Dental of California,*  
San Francisco County Superior Court, No. CGC-18-565581**

The Court's docket may be accessed at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org). Click Online Services, then Case Query and fill in the case number CGC-18-565581.



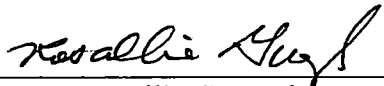
**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, Rosallie Gumpal, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 10, 2023, I electronically served the attached ORDER GRANTING RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: March 10, 2023

Mark Culkins, Interim Court Executive Officer

By:   
\_\_\_\_\_  
Rosallie Gumpal, Deputy Clerk