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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 CITY AND COUNTY OF SAN FRANCISCO

10 CALIFORNIA DENTAL ASSOCIATION, a
California Corporation;
11 RICHARD W. BARNES, D.D.S.;
ROBERT E. REED, D.D.S.;
12 DEAN SCHWEITZER, D.D.S.;
GERALD MIDDLETON, D.D.S.;
13 WHITNEY JOHNSON, D.D.S.;
TERRENCE Y. LAU, D.D.S.,
14 BARBARA M. HAWTHORNE, D.D.S.,
individually and on behalf of all others
15 similarly situated,

16 Plaintiffs,

17 vs.

18 DELTA DENTAL OF CALIFORNIA, a
California Corporation,

19 Defendant.
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No.: CGC-14-538849

**[PROPOSED] ORDER GRANTING
MOTION TO SEAL SUPPLEMENTAL
AGREEMENT REGARDING OPT-OUT
THRESHOLDS**

Hearing Date: March 21, 2017
Time: 10:00 a.m.
Judge: Hon. Mary E. Wiss
Dept.: 305

1 Plaintiffs California Dental Association (“CDA”), Richard W. Barnes, D.D.S., Robert E.
2 Reed, D.D.S., Dean Schweitzer, D.D.S., Gerald Middleton, D.D.S., Whitney Johnson, D.D.S.,
3 Terrence Y. Lau, D.D.S., and Barbara M. Hawthorne, D.D.S. (collectively, “Class
4 Representatives”) filed a motion to seal the specific opt-out thresholds under which Defendant Delta
5 Dental of California (“Delta Dental”) will be entitled to terminate the Settlement Agreement, if it so
6 chooses.¹ Delta Dental joined in that motion.

7 The Court, having considered the motion, argument of counsel, and the document proposed
8 to be placed under seal, and being fully advised in this matter, finds as follows:

9 There exists an overriding interest supporting sealing of the Supplemental Agreement. The
10 publicly filed Settlement Agreement, along with the class notice, contains all of the information that
11 is pertinent to class members’ decision to participate in, opt out of, or object to the proposed
12 settlement. The Supplemental Agreement contains only the specific numerical opt-out thresholds
13 that trigger Delta Dental’s right to terminate the Settlement Agreement. This provision does not
14 affect the benefits that will be provided to class members if the settlement is finally approved, nor
15 does it bear on the reasonableness, fairness, or adequacy of the proposed settlement. Disclosure of
16 the opt-out threshold would run the risk of allowing manipulation and solicitation of opt-outs by
17 third parties seeking leverage to negotiate special treatment, an outcome that is undesirable to all
18 parties. The interest in maintaining the confidentiality of this provision therefore outweighs the
19 public interest in its disclosure. The requested redaction of the information is narrowly tailored, and
20 there are no less restrictive means to achieve the interest identified.

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27 ¹ This provision is contained in the parties’ Supplemental Agreement Between Class
28 Representatives and Delta Dental Regarding Opt-Out Thresholds (“Supplemental Agreement”),
which was attached as Exhibit A to the Declaration of Emily Wood in Support of Class
Representatives’ Motion to Seal.

1 Therefore, THE COURT HEREBY ORDERS Class Representatives' Motion to Seal the
2 Supplemental Agreement re Opt-Out Thresholds is GRANTED. The unredacted version of the
3 Supplemental Agreement, attached as Exhibit A to the Declaration of Emily Wood in support of the
4 Motion, shall be sealed.

5 **IT IS SO ORDERED.**

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7 Dated: _____, 2017

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9 Honorable Mary E. Wiss
10 Judge of the Superior Court
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