

1 Paul Alexander (C.S.B. #49997)  
George Langendorf (C.S.B. #255563)  
2 ARNOLD & PORTER KAYE SCHOLER LLP  
10<sup>th</sup> Floor  
3 Three Embarcadero Center  
San Francisco, CA 94111-4024  
4 Telephone: (415) 471-3122  
5 Facsimile: (415) 471-3400

6 Attorneys for Plaintiffs

ELECTRONICALLY  
**FILED**  
*Superior Court of California,  
County of San Francisco*  
**12/14/2017**  
Clerk of the Court  
BY: RONNIE OTERO  
Deputy Clerk

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 CITY AND COUNTY OF SAN FRANCISCO  
10

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

17 Plaintiffs,

18 vs.

19 DELTA DENTAL OF CALIFORNIA, a  
California Corporation,

20 Defendant.  
21

Case No.: CGC-14-538849

**DECLARATION OF ROBERT E.  
REED, DDS**

Date: December 27, 2017  
Time: 10:30 a.m.  
Judge: Hon. Mary E. Wiss  
Dept.: 305

22  
23 I, Robert E. Reed, DDS, hereby declare as follows:

24 1. I am a licensed California dentist and a member of the "Premier network" of dentists  
25 of Delta Dental of California pursuant to a Participating Dentist Agreement ("PDA"). I am a  
26 member of the Delta Dental Premier network and a member of CDA and have been a member of  
27 both for many years. I was one of the claimants in the arbitration proceedings brought against Delta  
28 Dental in August, 2013. The matters set forth herein are based on my personal knowledge unless

1 otherwise indicated. This Declaration supplements my previous declaration in this case dated April  
2 18, 2017, which is incorporated herein.

3 2. I understand that, subsequent to the Court's Order of April 21, 2017 granting  
4 preliminary approval to the initial settlement agreement in this matter, the parties discovered a  
5 miscalculation of the financial impact of Delta Dental's application of the INAP, and that the parties  
6 have now recalculated that impact, and reached an Amended Settlement Agreement that includes  
7 \$65,029,299 in payments to be allocated among dentists whose fees and been improperly limited by  
8 Delta Dental. I have reviewed the Amended Settlement Agreement and had the opportunity to  
9 discuss its provisions with Class Counsel. The change in the Settlement Amount in the Amended  
10 Settlement Agreement from \$34,750,000 to \$65,029,299 is a very positive change from the  
11 standpoint of the Premier dentist Class Members. Based on everything I know about the facts and  
12 circumstances that produced the Amended Settlement Agreement, I have concluded that it is fair  
13 and reasonable and, overall, a very good settlement for Class Members.

14 3. As of today, I do not know what, if any, actual monetary recovery will be paid to me  
15 personally and my conclusion about the fairness and reasonableness of the settlement is not based  
16 on the expectation that I personally will receive any particular monetary payment as a result of the  
17 amended settlement. Rather, I believe it is fair and reasonable to require Delta Dental to reimburse  
18 dentists for a significant portion of previous fee limitations that are claimed to be in breach of  
19 contract, and that the amount that each dentist receive from the cash portion of the settlement be  
20 related to the amount of actual harm that each dentist sustained, which is what I understand the  
21 principle behind the allocation of the cash portion of the settlement to be. I am also in agreement  
22 that the calculation of these allocations be based on the computerized records that Delta Dental has  
23 maintained, because it would be very difficult for dentists such as me to do going all the way back  
24 to 2011 and access financial records, some of which may have been lost or destroyed over the years.

25 4. Assuming the Court confirms my appointment as a class representative, I will  
26 continue to work with counsel, to review materials related to the case and the amended settlement,  
27 to participate in communications and conference calls concerning the case and the amended  
28

1 settlement, and to act in a manner consistent with the interest of all California dentists in the class.  
 2 Though I am a member of CDA, I understand that all dentists who are a part of the class, whether  
 3 members of CDA or not, should be treated equally and that is the approach that I have taken and  
 4 will continue to take as a class representative if approved by the court.

5 5. I declare under penalty of perjury that the foregoing is true and correct to the best of  
 6 my knowledge, information and belief.

7 Executed in Beverly Hills California on December 13 2017.

8  
 9   
 10 Robert E. Reed, DDS

11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28