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10 Attorneys for Plaintiffs and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 CITY AND COUNTY OF SAN FRANCISCO

14 CALIFORNIA DENTAL ASSOCIATION, a
15 California Corporation;
16 RICHARD W. BARNES, D.D.S.;
17 ROBERT E. REED, D.D.S.;
18 DEAN SCHWEITZER, D.D.S.;
19 GERALD MIDDLETON, D.D.S.;
20 WHITNEY JOHNSON, D.D.S.;
21 TERRENCE Y. LAU, D.D.S.,
22 BARBARA M. HAWTHORNE, D.D.S.,
23 individually and on behalf of all others
24 similarly situated,

25 Plaintiffs,

26 vs.

27 DELTA DENTAL OF CALIFORNIA, a
28 California Corporation,

Defendant.

No.: CGC-14-538849

**DECLARATION OF PAUL ALEXANDER
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF AMENDED CLASS
ACTION SETTLEMENT**

Hearing Date: April 25, 2018

Time: 1:30 p.m.

Judge: Hon. Mary E. Wiss

Dept.: 305

1 I, Paul Alexander, hereby declare as follows:

2 1. I am an attorney licensed and authorized to practice before this Court and am one of
3 the counsel for the Plaintiffs in this action. I have served as counsel for plaintiff California Dental
4 Association (“CDA”) as well as the individual plaintiffs since the beginning of this litigation. In its
5 4-21-2017 Preliminary Approval Order, the Court appointed me as one of the Class Counsel in this
6 matter. In its 12-27-2017 Preliminary Approval Order, the Court again appointed me as one of the
7 Class Counsel in this case. I have served as either counsel for CDA, counsel for Plaintiffs and the
8 Class, and/or Class Counsel from the inception of this litigation in August, 2013. Throughout this
9 period, I have served as lead counsel for CDA and/or the Plaintiffs. I have either conducted or been
10 present at the major discovery activities in this case from its inception. I represented the Plaintiffs
11 and the Class as lead counsel at the two mediations in this case that have now generated the
12 Amended Settlement Agreement. As a result of my personal involvement in this matter, the factual
13 matters set forth in this declaration are based on my own personal knowledge unless stated
14 otherwise. Any opinions contained herein are based upon my professional experience, expertise
15 and knowledge of the pertinent facts in this case. I could testify competently thereto if called as a
16 witness.

17 2. I have been a member of the California Bar since 1972, and have continuously
18 practiced commercial litigation in California since then. Prior to joining Arnold & Porter, I was a
19 shareholder in the law firm of Heller, Ehrman, White & McAuliffe and briefly was a partner in
20 Howrey law firm. I am now senior counsel with Arnold and Porter. I have extensive experience
21 litigating complex commercial cases, including contract and related claims of the type at issue in
22 this case, including the litigation and resolution of class action lawsuits both in California state
23 court and federal court, involving both California and federal law. My background also includes
24 significant experience and expertise in cases involving insurance law issues, including the statutes,
25 regulations and common law that governs the conduct of insurance companies doing business in
26 California. I have served as lead counsel representing major insurance companies doing business in
27 California in both state court actions regarding its business as an insurer and in legal and regulatory
28 actions, including regulatory proceedings and hearings before the California Department of

1 Insurance and the California courts. I am an experienced trial attorney and have acted as lead
2 counsel in many jury trials and non-jury trials in both California Superior Courts and federal courts
3 during my career. I am a member of the American College of Trial Lawyers. I have been
4 recognized as a Northern California Super Lawyer many times since 2005, as well as a “Best
5 Lawyer” for Insurance Law (2010-2017), Bet-the-Company Litigation (2010-2017), and
6 Commercial Litigation (2009-2017) and “San Jose Lawyer of the Year” for Insurance Law (2017).

7 3. Attached hereto as Exhibit 1 is a true and accurate copy of the form of a letter entitled
8 “Allocation/Distribution Letter to Class Member who was a Sole Practitioner (with no Group
9 Practice Allocation issue).” Exhibit 1 is in substantially the form that such a letter will be sent by
10 the Class Notice Administrator to Class members to whom an allocation of the Amended Settlement
11 Amount under the Amended Settlement Agreement has been made. This letter informs the sole
12 practitioner of his or her allocation and provides significant details with respect to how the Class
13 Notice Administrator intends to send that allocation to him or her.

14 4. Attached hereto as Exhibit 2 is a true and accurate copy of the form of a letter entitled
15 “Allocation/Distribution Letter to Class Member who Practiced only with a Group Practice During
16 the Class Period (No Individual Allocation).” Exhibit 2 is in substantially the form that such a letter
17 will be sent by the Class Notice Administrator to Class members to whom an allocation of the
18 Amended Settlement Amount under the Amended Settlement Agreement has been made that arises
19 entirely while the Class member was working for a group practice according to Delta Dental
20 records. In some cases, the Class member may have worked for more than one group practice and
21 if so, that will be set forth in the letter. This letter is intended to provide the Class member
22 receiving it with both the relevant information concerning his or her allocation of the Amended
23 Settlement Amount and to advise the Class member that, absent objection from her or him, this
24 allocation will be sent to the group practice of which he or she was or is a part. The procedure for
25 objection to the allocation being sent in this manner is explained as well as details concerning the
26 actions of the Class Notice Administrator if such an objection is received.

27 5. Attached hereto as Exhibit 3 is a true and accurate copy of the form of a letter entitled
28 “Allocation/Distribution Letter to Class Member who Practiced with a Group Practice and Also as a

1 Sole Practitioner During the Class Period.” Exhibit 3 is in substantially the form that such a letter
2 will be sent by the Class Notice Administrator to those Class members to whom an allocation of the
3 Amended Settlement Amount has been made and, based on the Delta Dental records, a part of that
4 allocation arose while he or she was working for a group practice and a part of that allocation arose
5 while he or she was working as a sole practitioner. The letter informs the Class member of the
6 portion of his or her allocation that arose while he or she was working for a group practice and that
7 absent an objection, this portion of his or her allocation will be sent to that group practice. In some
8 cases, the Class member may have worked for more than one group practice and, if so, that will be
9 set forth in the letter. The procedure for objection to the allocation being sent in this manner is
10 explained as well as details concerning the actions of the Class Notice Administrator if such an
11 objection is received. The letter also advises the Class member of the amount of his or her
12 allocation that arose in his or her capacity as a sole practitioner and provides significant details with
13 respect to how the Class Notice Administrator intends to send that allocation to him or her.

14 6. Attached hereto as Exhibit 4 is a true and accurate copy of the form of a letter entitled
15 “Allocation/Distribution Letter to Group Practice.” Exhibit 4 is in substantially the form that such a
16 letter will be sent to each group practice that has been identified by Delta Dental records as a group
17 practice for which a Class member performed services that gave rise to an allocation of the
18 Settlement Amount to that Class member was made using the allocation and distribution
19 methodology described in the Declaration of Colin Loveness dated April 3, 2018. It informs the
20 group practice that, absent objection from either the Class member or the group practice itself, the
21 Class Notice Administrator will send the identified allocation to the group practice. Responsibility
22 for sharing all or any portion of this allocation with the Class member whose services generated the
23 allocation will then belong to the group practice. This is consistent with the way these payments
24 would have been made in the normal course of business. The procedure for objection to the
25 allocation being sent in this manner is explained as well as details concerning the actions of the
26 Class Notice Administrator if such an objection is received.

27 7. Exhibits 1 – 4, above have been developed in cooperation with counsel for Delta Dental
28 to implement the provisions of the Amended Settlement Agreement and, more specifically, the

1 provisions of Appendix 3 to the Amended Settlement Agreement. Thousands of these letters will
2 be prepared and mailed by the Class Notice Administrator, and it is possible that individual
3 situations may require some variance from the form of these letters as they appear in Exhibits 1 – 4.
4 All such letters, however, will substantially conform to the form of Exhibits 1 – 4.

5 8. Plaintiff California Dental Association (“CDA”) initially retained me in early 2013 to
6 analyze and assess a potential legal challenge to the actions of Delta Dental that ultimately formed
7 the basis for this litigation. Subsequently, each of the individual Plaintiffs also retained me to
8 represent them in this action. From the outset, CDA has been the primary driving force behind this
9 litigation, though at critical times the individual Plaintiffs have also played an important role.
10 Throughout the course of this litigation, I reported to Alison Sandman, Chief Legal Officer of CDA.
11 Ms. Sandman and I worked together to create and implement the legal strategy on behalf of the
12 Plaintiffs in this case. Ms. Sandman attended the depositions in this case, reviewed and commented
13 on the legal briefs and other pleadings filed on behalf of the Plaintiffs in this case, attended Court
14 hearings and, significantly, appeared at and played a significant role in both mediations that
15 ultimately led to the Amended Settlement Agreement in this case. Both Ms. Sandman and
16 executives of CDA have spent literally hundreds of hours discussing and deciding on legal strategy,
17 producing and reviewing relevant documents, making themselves available for depositions, and
18 participating in the mediations and related discussions that led to the Amended Settlement
19 Agreement.

20 9. In June, 2017, following the Court’s June 8, 2017 Order Vacating Dates and Deadlines
21 Contained in Preliminary Approval Order and Setting Case Management Conference, I retained the
22 consulting firm known as Litinomics and, more specifically, Mr. Dan Salah and Mr. Colin
23 Loveness, to serve as expert consultants in analyzing and expressing opinions on the financial
24 impact of Delta Dental’s application of the INAP limitation on the fees of Class members. In the
25 work leading up to and including the second mediation in this case held on October 4, 2017 in New
26 York, Mr. Salah played a lead role, with substantial support from Mr. Loveness. Once the
27 mediation was completed and the parties had agreed to the Amended Settlement Amount of
28 \$65,029,299, Mr. Loveness began to play the lead role in assisting me as Class Counsel to

1 determine the allocation methodology and the distribution methodology required by the Amended
2 Settlement Agreement and to develop the algorithms required to implement those methodologies. I
3 deemed this appropriate because Mr. Loveness had deep experience and expertise in dealing with
4 large data sets such as the millions of claim records provided by Delta Dental that were used to
5 determine the INAP impact upon each Class member during the period from January 1, 2011 to
6 September 14, 2017 and the background and expertise required to develop algorithms to implement
7 the allocation and distribution methodologies.

8 10. Based upon my participation throughout this litigation, my knowledge of the facts, my
9 familiarity with the legal positions of both parties, my knowledge of the applicable law, my
10 professional experience, and my participation in all of the mediation sessions, I formed the opinion
11 that the terms of the proposed Amended Settlement Agreement presented an excellent result for the
12 Class and provided a settlement that is fair, adequate and reasonable for the Class. The Amended
13 Settlement Amount of \$65,029,299 provides a very significant financial recovery for Class
14 members who were actually impacted by Delta Dental's application of the INAP during the Class
15 period. The amendments to the PDA required by the Amended Settlement Agreement provide a
16 significant benefit to all Class members, whether they suffered INAP injury or not. During the
17 course of this litigation, I have met with many Class members in an effort to understand their
18 concerns and issues with the Delta Dental PDA. Based on these discussions, I concluded that
19 amendments to the PDA that provided a longer notice period (120 days) would benefit the Class.
20 Moreover, I concluded that the additional provision in the Amended Settlement Agreement that
21 requires Delta Dental to provide an individualized calculation of any future reduction in the
22 maximum amount allowed for a contracted fee under the PDA to each and every Class member
23 affected by that reduction was of significant value to the Class. Many Class members complained
24 to me about the "black box" nature of Delta Dental's fee determinations and their inability to
25 understand how it operates. If competitive conditions cause Delta Dental to make any reduction in
26 the "maximum amount allowed" for contracted fees in the future, this provision will require Delta
27 Dental to provide important details about that change and, perhaps even more importantly, an
28 individualized calculation of the total financial effect on the Class member based on a recent 12

1 month period. This means that a Class member can review this calculation and determine how
2 significant the fee change is for his or her practice. In some cases, a fee change by Delta Dental
3 may result in a very small financial impact, one easily offset by an increase in volume in other areas
4 of the Class member's practice. In other cases, the fee change might result in a larger financial
5 impact, in which case the Class member can assess that impact and make informed decisions about
6 what his or her response should be. The Class member could decide that his or her financial
7 interests require him or her to leave the network of Delta Dental providers and look directly to
8 patients rather than Delta Dental for payment of his or her fees. Alternatively, the Class member
9 may decide upon cost reductions, evolving the emphasis of his or her practice, becoming more
10 diligent in seeking fee increases within the Delta Dental system in areas where these are allowed, or
11 other actions. There are a myriad of ways in which these provisions can, and should, prove to be of
12 substantial benefit to all Class members in the years to come. In my experience and review of
13 multiple dental insurance plans, I believe those disclosure agreements are unique and go beyond the
14 disclosures afforded by other dental insurance plans.

15 11. Following the second mediation in October, 2017, I worked extensively with Mr.
16 Loveness in the work that was done to develop and implement the methodologies used to determine
17 the allocation and distribution of the Amended Settlement Amount. In doing this, I obtained from
18 Delta Dental appropriate server credentials to access the Delta Dental database to review the work
19 that was being done by Mr. Loveness. I had multiple meetings, telephone conferences and
20 exchanges with Mr. Loveness to review his determinations and calculations and the results they
21 produced. I also participated in multiple meetings with Delta Dental counsel and executives in
22 which the methodologies and implementation of the methodologies for making the allocation and
23 distribution determinations were discussed and reviewed. On multiple occasions, I accessed the
24 Delta Dental proprietary data system and did manual reviews of the data to determine whether the
25 calculations produced by the algorithms developed by Mr. Loveness produced results that appeared
26 accurate to me. I personally reviewed the results of Mr. Loveness' calculations and the process by
27 which they were produced on multiple occasions. At times, I performed random spot checks of the
28 data and calculations to see if my manual review of the data produced the same result that Mr.

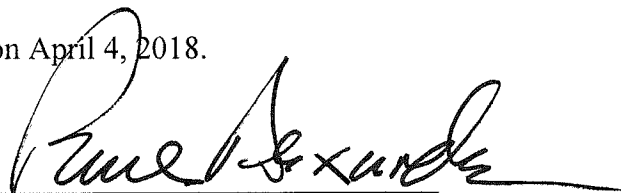
1 Loveness had arrived at. At other times, I concentrated my review on the allocations to those Class
2 members for whom the data indicated what I regarded as a particularly large allocation in order to
3 assure myself that the determination reached was accurate and reasonable. I then held further
4 discussions with Mr. Loveness to assure myself that I correctly understood both the data and the
5 manner in which it was being used in the allocation and distribution calculations that he was
6 performing. During the period leading up to this motion, it was common for Mr. Loveness and I to
7 confer by phone or, at times, in person, multiple times per week. As stated above, on numerous
8 occasions I set up conference calls with Delta Dental counsel, employees and actuaries. Since Delta
9 Dental is most familiar with its own database and the information it contains, I sought to learn from
10 Delta Dental whether they saw anything done by Mr. Loveness that did not use the Delta Dental
11 data in a reasonable and correct way. On occasions, the Delta Dental representatives would
12 provide further explanation of the meaning of the data or how it would be used in the normal course
13 of business that facilitated the allocation and distribution determinations being made by Mr.
14 Loveness. As a result of all of the review, cross-checks, conferences with Mr. Loveness and further
15 conferences with representatives of Delta Dental to discuss the data and how it was being used by
16 Mr. Loveness, I have reached the informed conclusion that the allocation determinations that result
17 from the process developed and implemented by Mr. Loveness are fair, reasonable and accurate and
18 that, likewise, the distribution calculations, including but not limited to the determinations of what
19 portions of an allocation of an allocation of the Settlement Amount to a particular Class member
20 arose while that Class member worked for a particular practice group, were fair, reasonable and
21 accurate. As Class Counsel, therefore, it is my conclusion and opinion that the allocations of the
22 Amended Settlement Amount developed by the process described above are fair, reasonable and
23 accurate and, likewise, the distribution determinations produced in the same manner are fair,
24 reasonable and accurate.

25 12. During the period following his Court's 12-27-2017 Preliminary Approval Order and
26 today, I made efforts to control the Class members who had previously opted out of this Initial
27 Settlement Agreement and thereafter the four Class members who opted out of the Amended
28 Settlement Agreement. I advised counsel for Delta Dental of these contracts and confirmed that

1 this process as appropriate. Some of these individuals were very engaged and wished to dismiss the
2 class action. Some, through their office administrators, said they would prefer to receive
3 information only by email. None of these individuals communicated any substantive objection to
4 the Amended Settlement Agreement. It appeared to me that some simply preferred not to be part of
5 the process. One class member, Dr. Gloria Ratin, advised me that she had not understood the
6 process when she initially opted out of the Initial Settlement Agreement. After discussion, she
7 elected to rescind her opt out.

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

11 Executed in San Francisco, California on April 4, 2018.

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14 Paul Alexander
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Exhibit 1

**TO THE DECLARATION OF PAUL
ALEXANDER IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF AMENDED
CLASS ACTION SETTLEMENT**

**ALLOCATION/DISTRIBUTION LETTER TO CLASS MEMBER WHO WAS A SOLE PRACTITIONER
(WITH NO GROUP PRACTICE ALLOCATION ISSUE)**

Re: Distribution of Funds Pursuant to Amended Class Action Settlement in *California Dental Association, et al. v. Delta Dental of California*, Superior Court of California, County of San Francisco Case No. CGC-14-538849

Claim No. -----

Dear Doctor:

This letter explains the allocation and distribution to you of what has been determined to be your share of the Amended Settlement Amount of \$65,029,299 in this case. **Please read it carefully.**

This letter is sent to you by Rust Consulting, Inc., which is the Class Notice Administrator appointed by the Court in this case. We are responsible for communicating this information to you and responding to any questions you may have.

The allocation and distribution of the Amended Settlement Amount has been determined by Class Counsel and experts working with them in accordance with the Amended Settlement Agreement and the Amended Plan of Allocation and Distribution, which is a part of that agreement. The Court granted final approval of the Amended Settlement Agreement, including the Amended Plan of Allocation and Distribution, in its Order dated April __, 2018. A copy of that Order, the Amended Settlement Agreement, the Amended Plan of Allocation and Distribution, and other documents pertaining to the settlement are available on the official settlement website, which is www.DeltaDentalOfCaliforniaSettlement.com.

Under the Amended Plan of Allocation and Distribution, settlement allocations are, in general, based on the financial impact on each Class member of Delta Dental's application of the "INAP" (Inflation Adjustment Percentage), which limited fees paid for services you performed from January 1, 2011 through September 14, 2017. The minimum allocation amount to a Class member affected by the INAP is \$500. Many Class members are allocated more than \$500 depending on the impact of the INAP on their fees.

Using the Court approved allocation method, the total amount of the Amended Settlement Amount allocated to you is \$_____. Although you may receive multiple copies of this letter at different addresses on file for you, this allocation is based on your work at all locations. We will send a check or checks totaling this amount to the person/entity and address on file for each relevant tax identification number (TIN) that you have on file with Delta Dental, absent instructions to the contrary from you. In addition, a federal Form 1099 reflecting the payment made by each check will be mailed to the same address(es). To check or update the address(es) on file with Delta Dental for your TIN(s), please contact Rust Consulting using the contact information below.

Further information and answers to frequently asked questions are available on the settlement website, www.DeltaDentalOfCaliforniaSettlement.com. If you have questions that are not answered by the responses to these frequently asked questions, please contact us at:

California Dental Association, *et al.* v. Delta Dental of California c/o Rust Consulting, Inc.
Class Notice Administrator - 5492
PO Box 2563
Faribault, MN 55021-9563
1- 866-431-8455

Class Counsel are responsible for the allocation of the Amended Settlement Amount, and Class Counsel and Rust Consulting are responsible for distribution of the Amended Settlement Amount. Accordingly, please do not contact Delta Dental or the Court if you have questions regarding the allocation or distribution of the Amended Settlement Amount. If you have questions or concerns, please contact the Class Notice Administrator.

Exhibit 2

**TO THE DECLARATION OF PAUL
ALEXANDER IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF AMENDED
CLASS ACTION SETTLEMENT**

ALLOCATION/DISTRIBUTION LETTER TO CLASS MEMBER WHO PRACTICED ONLY WITH A GROUP PRACTICE DURING THE CLASS PERIOD (NO INDIVIDUAL ALLOCATION)

Re: Distribution of Funds Pursuant to Amended Class Action Settlement in *California Dental Association, et al. v. Delta Dental of California*, Superior Court of California, County of San Francisco Case No. CGC-14-538849

Claim No. -----

Dear Doctor:

This letter explains the allocation and distribution of the Amended Settlement Amount of \$65,029,299 in this case. **Please read it carefully.**

This letter is sent to you by Rust Consulting, Inc., the Class Notice Administrator appointed by the Court in this case. We are responsible for communicating this information to you and responding to any questions you may have.

The allocation and distribution of the Amended Settlement Amount has been determined by Class Counsel and experts working with them in accordance with the Amended Settlement Agreement and the Amended Plan of Allocation and Distribution, which is part of that agreement. The Court granted final approval of the Amended Settlement Agreement, including the Amended Plan of Allocation and Distribution, in its Order dated April __, 2018. A copy of that Order, the Amended Settlement Agreement, the Amended Plan of Allocation and Distribution, and other documents pertaining to the settlement are available on the official settlement website, which is www.DeltaDentalOfCaliforniaSettlement.com.

Under the Amended Plan of Allocation and Distribution, settlement allocations are, in general, based on the relative financial impact on each Class member of Delta Dental's application of the "INAP" (Inflation Adjustment Percentage), which limited fees paid for services you performed from January 1, 2011 through September 14, 2017. The minimum allocation amount to anyone affected by the INAP is \$500. Many Class members are allocated more than \$500 depending on the impact of the INAP on their fees.

Delta Dental's records indicate that your allocation of the Amended Settlement Amount arose while you were employed by, or worked for, one or more dental group practices, and that in the ordinary course of business the fees for your services were paid to that/those dental group practice(s). The Amended Settlement Agreement requires us to advise both you and the relevant dental group practice(s) of the amounts of these allocations and to give both you and the dental group practice(s) an opportunity to provide us with information regarding how these amounts should be paid. In the absence of receiving additional information from you and/or the relevant dental group practice(s), the allocated funds will be paid to the dental group practice(s) as though they were payments for services in the ordinary course of business.

Set forth below are the allocations that arise from INAP impact incurred in connection with services you performed for or with a dental group practice:

Dental Group Practice Name	Allocation Associated with Work Performed for/with Dental Group Practice
WWWW	\$---
YYYY	\$---
TOTAL ALLOCATION ASSOCIATED WITH WORK PERFORMED FOR/WITH DENTAL GROUP PRACTICE(S)	\$---

Under the Amended Settlement Agreement, you have the right to object to the allocation above being paid to the identified dental group practice(s). In addition, each identified dental group practice has a right to object to the payment to that dental group practice. The procedure for submitting such an objection is set forth below. If you do not object by _____, then the amount(s) set forth above will be paid to the dental group practice(s) indicated above. You will remain free to discuss with the dental group practice(s) whether it/they should pay all or any of the funds to you.

Procedure for Objecting to a Payment to a Dental Group Practice

You have the right to object to the payment of the amount(s) identified above to the dental group practice(s) identified above. In order to do so, **a written objection must be delivered to the Class Notice Administrator or postmarked no later than June __, 2018. The address of the Class Notice Administrator is set forth below.**

Your objection must include:

1. your name,
2. your California Dental Board license number,
3. the claim number printed above,
4. your address, and
5. the particular dental group payment(s) to which you object (specified by dental group practice name and the payment amount(s)).

If you or the dental group practice(s) submit a timely written objection by the deadline noted above, the payment of the disputed funds will be held up to 60 days to allow you and the dental group practice(s) to attempt to reach agreement and direct us how you wish the payment of settlement funds to be made. If you cannot agree within this 60-day period, then in accordance with the Amended Settlement Agreement approved by the Court, the settlement funds will be held until you and the dental group practice(s) agree on payment instructions or one of you obtains a final, non-appealable court order directing how payment shall be made. Rust Consulting’s fees and expenses incurred in connection with administering

the disputed funds will be paid from the disputed funds, as provided in the Amended Settlement Agreement approved by the Court.

Further information, and answers to frequently asked questions are available on the settlement website, www.DeltaDentalOfCaliforniaSettlement.com. If you have questions, or to submit an objection, please contact us at:

California Dental Association, *et al.* v. Delta Dental of California c/o Rust Consulting, Inc.
Class Notice Administrator - 5492
PO Box 2563
Faribault, MN 55021-9563
1- 866-431-8455

Class Counsel are responsible for the allocation of the Amended Settlement Amount, and Class Counsel and Rust Consulting are responsible for distribution of the Amended Settlement Amount. Accordingly, please do not contact Delta Dental or the Court if you have questions regarding the allocation or distribution of the Amended Settlement Amount. If you have questions or concerns, please contact the Class Notice Administrator.

Exhibit 3

**TO THE DECLARATION OF PAUL
ALEXANDER IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF AMENDED
CLASS ACTION SETTLEMENT**

ALLOCATION/DISTRIBUTION LETTER TO DENTIST WHO PRACTICED WITH A GROUP PRACTICE DURING THE CLASS PERIOD

Re: Distribution of Funds Pursuant to Amended Class Action Settlement in *California Dental Association, et al. v. Delta Dental of California*, Superior Court of California, County of San Francisco Case No. CGC-14-538849

Claim No. -----

Dear Doctor:

This letter explains the allocation and distribution of the Amended Settlement Amount of \$65,029,299 in this case. **Please read it carefully.**

This letter is sent to you by Rust Consulting, Inc., the Class Notice Administrator appointed by the Court in this case. We are responsible for communicating this information to you and responding to any questions you may have.

The allocation and distribution of the Amended Settlement Amount has been determined by Class Counsel and experts working with them in accordance with the Amended Settlement Agreement and the Amended Plan of Allocation and Distribution, which is part of that agreement. The Court granted final approval of the Amended Settlement Agreement, including the Amended Plan of Allocation and Distribution, in its Order dated April __, 2018. A copy of that Order, the Amended Settlement Agreement, the Amended Plan of Allocation and Distribution, and other documents pertaining to the settlement are available on the official settlement website, which is www.DeltaDentalOfCaliforniaSettlement.com.

Under the Amended Plan of Allocation and Distribution, settlement allocations are, in general, based on the relative financial impact on each class member of Delta Dental's application of the "INAP" (Inflation Adjustment Percentage), which limited fees paid for services you performed from January 1, 2011 through September 14, 2017. The minimum allocation amount to anyone affected by the INAP is \$500. Many Class members are allocated more than \$500 depending on the impact of the INAP on their fees.

Delta Dental's records indicate that your allocation of the Amended Settlement Amount arose in whole or in part while you were employed by, or worked for, one or more dental group practices, and that in the ordinary course of business the fees for your services were paid to that/those dental group practice(s). The Amended Settlement Agreement requires us to advise both you and the relevant dental group practice(s) of the amounts of these allocations and to give both you and the dental group practice(s) an opportunity to provide us with information regarding how these amounts should be paid. In the absence of receiving additional information from you and/or the relevant dental group practice(s), the allocated funds will be paid to the dental group practice(s) as though they were payments for services in the ordinary course of business.

Set forth below are the allocations that arise from INAP impact incurred in connection with services you performed for or with a dental group practice:

Dental Group Practice Name	Allocation Associated with Work Performed for/with Dental Group Practice
WWWW	\$---
YYYY	\$---
TOTAL ALLOCATION ASSOCIATED WITH WORK PERFORMED FOR/WITH DENTAL GROUP PRACTICE(S)	\$---

Under the Amended Settlement Agreement, you have the right to object to the allocation above being paid to the identified dental group practice(s). In addition, each identified dental group practice has a right to object to the payment to that dental group practice. The procedure for submitting such an objection is set forth below. If you do not object by _____, then the amount(s) set forth above will be paid to the dental group practice(s) indicated above. You will remain free to discuss with the dental group practice(s) whether it/they should pay all or any of the funds to you.

[In addition to the allocations and payments described above, Delta Dental’s records indicate that you are entitled to a direct payment from the Amended Settlement Amount relating to periods when you did not work for or with a dental group practice or when payments for work you performed were not paid to a dental group practice in the ordinary course of business. We have determined that the amount of this payment for services you performed is: \$_____. This amount will be paid directly to you.]

[Please note that although you may receive multiple copies of this letter at different addresses on file for you, any check that is issued to you will be sent to the person/entity and address for the relevant taxpayer identification number(s) (TIN(s)) on file with Delta Dental. In addition, for each check that is issued to you a federal Form 1099 will be mailed to the same address. To check or update the address on file with Delta Dental for your TIN(s), please contact Rust Consulting using the contact information below.]

Procedure for Objecting to a Payment to a Dental Group Practice

You have the right to object to the payment of the amount(s) identified above to the dental group practice(s) identified above. In order to do so, **a written objection must be delivered to the Class Notice Administrator or postmarked no later than June __, 2018. The address of the Class Notice Administrator is set forth below.**

Your objection must include:

1. your name,

2. your California Dental Board license number,
3. the claim number printed above,
4. your address, and
5. the particular dental group payment(s) to which you object (specified by dental group practice name and the payment amount(s)).

If you or the dental group practice(s) submit a timely written objection by the deadline noted above, the payment of the disputed funds will be held up to 60 days to allow you and the dental group practice(s) to attempt to reach agreement and direct us how you wish the payment of settlement funds to be made. If you cannot agree within this 60-day period, then in accordance with the Amended Settlement Agreement approved by the Court, the settlement funds will be held until you and the dental group practice(s) agree on payment instructions or one of you obtains a final, non-appealable court order directing how payment shall be made. Rust Consulting's fees and expenses incurred in connection with administering the disputed funds will be paid from the disputed funds, as provided in the Amended Settlement Agreement approved by the Court.

Further information, and answers to frequently asked questions are available on the settlement website, www.DeltaDentalOfCaliforniaSettlement.com. If you have questions, or to submit an objection, please contact us at:

California Dental Association, *et al.* v. Delta Dental of California c/o Rust Consulting, Inc.
Class Notice Administrator - 5492
PO Box 2563
Faribault, MN 55021-9563
1- 866-431-8455

Class Counsel are responsible for the allocation of the Amended Settlement Amount, and Class Counsel and Rust Consulting are responsible for distribution of the Amended Settlement Amount. Accordingly, please do not contact Delta Dental or the Court if you have questions regarding the allocation or distribution of the Amended Settlement Amount. If you have questions or concerns, please contact the Class Notice Administrator.

Exhibit 4

**TO THE DECLARATION OF PAUL
ALEXANDER IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF AMENDED
CLASS ACTION SETTLEMENT**

GROUP ALLOCATION/DISTRIBUTION LETTER TO GROUP PRACTICE

Re: Distribution of Funds Pursuant to Amended Class Action Settlement in *California Dental Association, et al. v. Delta Dental of California*, Superior Court of California, County of San Francisco Case No. CGC-14-538849

Claim No. -----

Dear Doctor [or Administrator]:

This letter explains the allocation and distribution of the Amended Settlement Amount of \$65,029,299 in the above-referenced litigation. This letter is being sent to your dental group practice because Delta Dental’s records indicate that some Class members worked with or for your group practice during the time period relevant to the litigation. The Amended Settlement Agreement requires that this Notice be sent to you. **Please read it carefully.**

This letter is sent to you by Rust Consulting, Inc., the Class Notice Administrator appointed by the Court in this case. We are responsible for communicating this information to you and responding to any questions you may have.

Class members in the above-referenced litigation are all California dentists who had a Participating Dentist Agreement with Delta Dental of California (“Delta Dental”) for participation in its Premier® network at any time during the period January 1, 2011 through December 27, 2017. The allocation and distribution of the Amended Settlement Amount has been determined by Class Counsel and experts working with them in accordance with the Amended Settlement Agreement and the Amended Plan of Allocation and Distribution, which is part of that agreement. The Court granted final approval of the Amended Settlement Agreement, including the Amended Plan of Allocation and Distribution, in its Order dated April __, 2018. A copy of that Order, the Amended Settlement Agreement, the Amended Plan of Allocation and Distribution, and other documents pertaining to the settlement are available on the official settlement website, which is www.DeltaDentalofCaliforniaSettlement.com.

Under the Amended Plan of Allocation and Distribution, settlement allocations are, in general, based on the relative financial impact on each class member of Delta Dental’s application of the “INAP” (Inflation Adjustment Percentage), which limited fees paid for services performed from January 1, 2011 through September 14, 2017. The minimum allocation amount to anyone affected by the INAP is \$500. Many Class members are allocated more than \$500 depending on the impact of the INAP on their fees.

Delta Dental’s records indicate that one or more Class members’ allocations arose while they were employed by, or worked for, your dental group practice, and that in the ordinary course of business the fees for their services were paid to your dental group practice. The Amended Settlement Agreement requires us to advise both you and the relevant class

member(s) of the amounts of these allocations and to give both you and the Class member(s) the opportunity to provide us with information regarding how these amounts should be paid. In the absence of receiving additional information from you and/or the relevant Class member(s), the allocated funds will be paid to your dental group practice as though they were payments for services in the ordinary course of business.

Set forth below are the allocations that arise from INAP impact incurred in connection with services one or more class members performed for or with your dental group practice:

Dentist Name	California Dental Board License Number	Allocation Amount Associated with Dentist's Work for/with Your Dental Group Practice
XXXX		\$---
YYYY		\$---
TOTAL ALLOCATION (TO BE PAID TO YOUR DENTAL GROUP PRACTICE, ABSENT OBJECTION)		\$---

Under the Amended Settlement Agreement, each dentist listed above and your dental group practice have a right to object to the allocation being paid to your dental group practice. The procedure for submitting such an objection is set forth below. If no objection from you or the dentist is delivered to us or postmarked by _____, then the amount(s) set forth above will be paid to your dental group practice.

Any payment to your dental group practice will be in the form of a check sent to the address on file with Delta Dental for the taxpayer identification number (TIN) for your dental group practice. A federal Form 1099 will be mailed to the same address. Your dental group practice will be responsible for making distributions, if any, of the settlement payment to dentists in your dental group practice, and also for issuing tax forms, if any, associated with those payments. To check or update the address on file with Delta Dental for your TIN, please contact Rust Consulting using the contact information below.

Procedure for Objecting to Payment to Your Dental Group Practice

You have the right to object to the payment of the amount(s) identified above to your dental group practice. In order to do so, **a written objection must be delivered to the Class Notice Administrator or postmarked no later than June __, 2018. The address of the Class Notice Administrator is set forth below.**

Your objection must include:

1. your name,
2. the name of your dental group practice,
3. your dental group practice's address,
4. the claim number printed above, and
5. the particular payment(s) associated with individual dentists to which you object (specified by dentist name and California Dental Board number).

If you or the individual dentist(s) submit a timely written objection by the deadline noted above, the payment of the disputed funds will be held up to 60 days to allow you and the dentist(s) to attempt to reach agreement and direct us how you wish the payment of the settlement funds to be made. If you cannot agree within this 60-day period, then in accordance with the Amended Settlement Agreement approved by the Court, the settlement funds will be held until you and the dentist(s) agree on payment instructions or one of you submits a final, non-appealable order directing how payment shall be made. Rust Consulting's fees and expenses incurred in connection with administering the disputed funds will be paid from the distributed funds, as provided in the Amended Settlement Agreement approved by the Court.

Further information and answers to frequently asked questions are available on the settlement website, www.DeltaDentaOfCaliforniaSettlement.com. If you have questions, or to submit an objection, please contact us at:

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Class Counsel are responsible for the allocation of the Amended Settlement Amount, and Class Counsel and Rust Consulting are responsible for distribution of the Amended Settlement Amount. Accordingly, please do not contact Delta Dental or the Court if you have questions regarding the allocation or distribution of the Amended Settlement Amount. If you have questions or concerns, please contact the Class Notice Administrator.