



F I L E D
Superior Court of California
County of San Francisco

APR 21 2017

CLERK OF THE COURT

BY: *Alan Korte*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 305

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

Plaintiffs,

vs.

DELTA DENTAL OF CALIFORNIA, a California Corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CGC-14-538849

ORDER GRANTING PLAINTIFFS' MOTION TO SEAL SUPPLEMENTAL AGREEMENT REGARDING OPT-OUT THRESHOLDS

Plaintiffs California Dental Association ("CDA"), Dr. Richard W. Barnes, Dr. Robert E. Reed, Dr. Dean Schweitzer, Dr. Gerald Middleton, Dr. Whitney Johnson, Dr. Terrence Y. Lau, and Dr. Barbara M. Hawthorne (collectively "Plaintiffs") seek an order sealing the Supplemental Agreement Between Class Representatives and Delta Dental Regarding Opt-Out Thresholds ("Supplemental Agreement"), attached as Exhibit A to the Declaration of Emily Wood in Support of Motion to Seal the Supplemental Agreement.

1 To order the sealing of a record, the Court must find that the following five factors have been
2 satisfied:

- 3 1. There exists an overriding interest in the limited sealing of records that overcomes the right
4 of public access to the record;
- 5 2. The overriding interest supports sealing the record;
- 6 3. A substantial probability exists that the overriding interest will be prejudiced if the record
7 is not sealed;
- 8 4. The proposed sealing is narrowly tailored; and
- 9 5. No less restrictive means exist to achieve the overriding interest.

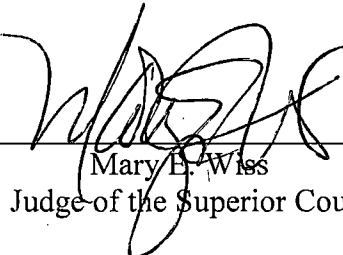
10 Cal. Rules Court rule 2.550(d).

11 All five of the factors set forth above are satisfied here. This Court finds there exists an overriding
12 interest supporting sealing of the Supplemental Agreement. The Supplemental Agreement contains the
13 percentage of Class Members who must opt out or exclude themselves in order for Delta Dental to have
14 the ability to terminate the Settlement Agreement. This number does not affect the Settlement benefits
15 that are to be provided if finality is reached here, and it has no bearing on the reasonableness, fairness, or
16 adequacy of the Settlement. The interest in maintaining the confidentiality of this number outweighs the
17 public interest in its disclosure.

18 This Court hereby orders that the Supplemental Agreement is sealed, and shall not be publicly
19 filed with the Court before the expiration of the Objection and Opt-out Deadline pursuant to the parties'
20 Settlement Agreement.

21 IT IS SO ORDERED.

22
23 Dated: April 21, 2017

24 
25 _____
26 Mary E. Wiss
27 Judge of the Superior Court
28

Superior Court of California
County of San Francisco

CALIFORNIA DENTAL ASSOCIATION,
et al.,

Plaintiffs,

vs.

DELTA DENTAL OF CALIFORNIA, et al.,

Defendants.

Case Number: CGC-14-538849

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

I, T. Michael Yuen, Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 21, 2017, I electronically served the ORDER GRANTING PLAINTIFFS' MOTION TO SEAL SUPPLEMENTAL AGREEMENT REGARDING OPT-OUT THRESHOLDS via File&ServeXpress® on the recipients designated on the Transaction Receipt located on the File&ServeXpress® website.

Dated: April 21, 2017

T. Michael Yuen, Clerk

By:



Sean Kane, Deputy Clerk