

1 ARNOLD & PORTER KAYE SCHOLER LLP  
2 PAUL ALEXANDER (49997)  
3 Paul.Alexander@arnoldporter.com  
4 GEORGE LANGENDORF (255563)  
5 George.Langendorf@arnoldporter.com  
6 Three Embarcadero Center, 10th Floor  
7 San Francisco, CA 94111-4024  
8 Telephone: (415) 471-3122  
9 Facsimile: (415) 471-3400

10 Attorneys for Plaintiffs and the Class

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

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

22 Plaintiffs,

23 v.

24 DELTA DENTAL OF CALIFORNIA, a  
25 California Corporation,

26 Defendant.

Case No.: CGC-14-538849

**DECLARATION OF ALISON SANDMAN**

Date: April 25, 2018

Time: 1:30 p.m.

Judge: Hon. Mary E. Wiss

Dept.: 305

27 I, Alison Sandman, hereby declare as follows:

28 1. I am Chief Legal Officer of California Dental Association (“CDA”) and an attorney  
licensed and authorized to practice before this Court. I have been responsible for retaining and  
directing outside counsel on behalf of CDA in this case and have participated directly in the  
supervision and direction of counsel throughout this entire action. The matters set forth in this  
declaration are based upon my own personal knowledge unless otherwise stated, as set forth with  
more particularity in the remaining paragraphs of this declaration.

1           2.       As Chief Legal Officer, it was my responsibility to supervise and review all of the  
2 legal work performed by our outside counsel in this case and to review the fees and costs for that  
3 work during the entire period of the litigation. Mr. Alexander sent monthly statements that  
4 contained a detailed statement of the work done, the number of hours spent on each task, and the  
5 total fees and costs incurred in this case each month. I also personally reviewed the significant  
6 briefs and pleadings prepared by outside counsel, made changes and suggestions for change where  
7 it appeared appropriate, and gave direction and guidance on them. In addition, I participated in the  
8 development of the legal strategy in the matter, working directly with Mr. Alexander and his team.  
9 During much of the time period that this litigation has been pending, we held weekly conference  
10 calls to discuss important issues and make significant strategy calls. I attended and participated in  
11 each of the depositions in this case and participated personally in the two mediations that ultimately  
12 led to the Amended Settlement Agreement now before the Court.

13           3.       As a part of this process, I reviewed the fees and costs incurred by Mr. Alexander's  
14 firm as well as the retained experts throughout the litigation. I was in a good position to do this  
15 because I participated directly in the litigation and was therefore aware of the nature of the work  
16 being done and the circumstances that required it. On an overall basis, I found the fees and costs  
17 incurred in this matter as reflected in these statements to be fair and reasonable. I did not, however,  
18 simply sign off on these statements without discussion. Throughout the case, I urged Mr.  
19 Alexander and his team to be efficient and to concentrate their efforts on briefs, arguments or  
20 inquiries that appeared to be the most significant in terms of their effect on the result in the case.  
21 Mr. Alexander and his team followed my direction. They focused on what we agreed were the  
22 significant issues and did not pursue every possible theory.

23           4.       I also monitored the hours of legal time incurred in the case for reasonableness and  
24 where appropriate, agreed with Mr. Alexander to reduce fees where appropriate and to avoid  
25 duplication of effort. For example, when Ms. Wood was away from the case on maternity leave,  
26 appropriate learning time for Ms. Connolly to step into the case was allowed without charge.  
27 Likewise, when Ms. Wood decided to accept the offer by the California Court of Appeal to clerk  
28 with that Court and Mr. Langendorf stepped in to fill her role, learning time for Mr. Langendorf was

1 also allowed without charge. Likewise, if the amount of hours spent on a particular task appeared  
2 high, I raised the issue with Mr. Alexander and worked with him to resolve the issue and, where  
3 appropriate, to make adjustments to reduce the amount of fees. This is consistent with the billing  
4 practice I would insist upon for any firm in the role of Arnold & Porter Kaye Scholer in such a case.  
5 The total attorneys' fees incurred in this case reflect these agreed-upon reductions.

6 5. Viewed from an overall perspective, I found the fees and costs presented by Mr.  
7 Alexander to be fair and reasonable for the work done. I was aware the firm representing Delta  
8 Dental had staffed the case with three experienced partners as well as associate attorneys and  
9 support personnel. Given the significance of the litigation and the resource devoted to it by Delta  
10 Dental, I viewed it as essential that Mr. Alexander play a prominent role in the prosecution of the  
11 case on a personal basis, and he agreed to do so. In addition, Mr. Alexander possessed the  
12 background and expertise in the issues raised by the case that I viewed as essential.

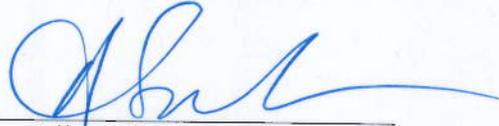
13 6. As a result, on an overall basis, and based upon my personal review, I regard the fees  
14 and costs incurred in this case as fair and reasonable. The hourly rates for each of the attorneys and  
15 paralegals were consistent with rates that I regard as normal for this type of legal work. The  
16 number of hours incurred was likewise fair and reasonable for the nature of this legal work. And, I  
17 regarded the staffing as appropriate to the needs of the case and necessary to the successful  
18 prosecution of the case on behalf of the plaintiffs.

19 7. Although I participated in the case throughout, including the development of the  
20 legal strategy, reviewing and suggesting changes to legal pleadings and briefs, appearing at  
21 depositions, and participating personally at the mediation, no charge or fee is requested for my time  
22 in the matter, including the formal period during which the matter has been a class action. CDA  
23 understands that this is now a class action and has sought to make it clear that CDA was not  
24 attempting to obtain any private benefit from the litigation but rather to ensure that the action was  
25 maintained for the benefit of all affected dentists, including those who were not or are not members  
26 of CDA. The provision of my time and effort without seeking any compensation in this case is one  
27 of the ways that CDA has worked to benefit the entire class. The fact that the class has received the  
28

1 benefit of my contribution to the legal work in this case with no charge further supports the  
2 reasonableness of the fee request currently before the Court.

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

5 Executed in Sacramento, California on February 16, 2018.

6  
7 

8 Alison Sandman