

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

**PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND NOTICE PLAN**

Plaintiffs in the above-captioned action, by and through their undersigned attorneys, respectfully move the Court to enter an Order Granting Preliminary Approval of Settlement between Plaintiffs and Defendant.

This Motion is based on the pleadings, files and records herein, including Plaintiffs' Memorandum of Law in Support of Motion for Preliminary Approval of Class Action Settlement and Notice Plan, and supporting documents.

Dated: March 25, 2019

/s/ Daniel C. Hedlund

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Plaintiffs' Interim Co-Lead Counsel

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**NOTICE OF HEARING ON
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND NOTICE PLAN**

PLEASE TAKE NOTICE that the undersigned counsel will bring Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Notice Plan, before The Honorable Judge Donovan W. Frank, in Courtroom 7D, United States Courthouse, 724 Federal Building, 316 N. Robert Street, St. Paul, MN 55101, on April 10, 2019, at 10:00 AM, or as soon thereafter as counsel may be heard.

Dated: March 25, 2019

/s/ Daniel C. Hedlund

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Case No. 0:16-cv-01304-DWF-DTS

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND NOTICE PLAN**

Plaintiffs, on behalf of a Class of dentists and dental practices, have reached a settlement with 3M Company to resolve claims arising from 3M's sales and promotion of allegedly defective Lava Ultimate restorative materials used for crowns. All Class members who have experienced one or more debonds on or before June 15, 2020 will be able to submit claims and benefit from the ***\$32.5 million Settlement Fund*** established by the Stipulation of Settlement. The settlement thus provides significant relief to the class and lies well within the range of reasonableness necessary to establish preliminary approval under Rule 23(e). Therefore, Plaintiffs respectfully request that the Court preliminarily approve the settlement; direct that notice be sent to all Class members in the reasonable manner proposed below; set deadlines for exclusions, objections, and briefing on Plaintiffs' motion for final approval and petition for service awards, attorneys' fees, and costs; and set a date for the final fairness hearing.

I. FACTUAL AND PROCEDURAL BACKGROUND

On March 22, 2019, Plaintiffs entered into a Stipulation of Settlement (“Settlement”) with Defendant 3M Company (“3M” or “Defendant”). The Settlement is attached as Exhibit 1 to the Declaration of Daniel C. Hedlund (“Hedlund Decl.”). Plaintiffs and 3M have agreed to resolve all claims asserted in this litigation. In return, 3M will provide a Settlement Fund of \$32.5 million to be distributed to Class members pursuant to the proposed Plan of Distribution (Settlement, Ex. A-5). As set forth in the Settlement, and subject to the Court’s ultimate approval, in addition to the class distribution, the Settlement Fund will also be used to pay for class notice and administration, class representative service awards, and class counsel’s attorneys’ fees and costs.

A. The Benefits the Settlement Provides

The proposed Class is defined as:

All dentists or dental practices in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who purchased 3M’s Lava Ultimate Restorative, applied the product as a dental crown, and experienced one or more full or partial debonds on or before June 15, 2020. Excluded from the Class are dentists and dental practices (a) who exclude themselves in accordance with Court order, or (b) who released their claims against Defendant in connection with private individual settlements.

Hedlund Decl. Ex. 1, at ¶IV(A)(8). The Settlement allows eligible Claimants to submit either a fixed claim amount of \$250.00 per debond (“Fixed Amount” claims) or a documented amount based on out-of-pocket losses that the Claimant is able to demonstrate through a submission of more detailed records and proof of loss (“Documented Amount” claims). Settlement, Ex. A-5, at ¶4. Authorized Claimants may submit both Fixed Amount claims and Documented Amount claims. In addition, the Settlement provides for two claim

periods, allowing for supplemental claims into the future if a dentist's patient's crowns have not yet debonded at the time of final approval. *See Hedlund Decl. Ex. 1, at ¶IV(A)(7), (28).* Specifically, at least 10% of the Fund will be set aside to pay Class members for debonds that occur after the close of the initial claims period and up to June 15, 2020. Settlement, Ex. A-5, at ¶9. Importantly, no part of the Settlement Fund will ever revert to 3M. *See Hedlund Decl. Ex. 1, at ¶IV(D)(10), Settlement, Ex. A-5.*

Class members who choose to submit a Fixed Amount claim need not provide documents calculating their losses caused by replacing Lava debonds, but rather need only attest to class membership, eligibility, the number of Lava purchases and the number of Lava debonds that they replaced under penalty of perjury. *See Settlement Exs. A-3, A-4.* Such claims may be audited and cross-checked against 3M's records and a deficiency process will be set up for any claims that appear inaccurate and to prevent fraud. Settlement, Ex. A-5, at ¶6. These Class members will be able to obtain at least \$250.00 per debonded crown, subject to overall participation in the Settlement and a pro rata deduction if excessive claims are received.

Class members who choose to submit a Documented Amount claim will have to attest to class membership and eligibility, as well as provide documentation and evidence on a tooth-by-tooth basis showing all debond-related costs they incurred and for which they are making a claim. Settlement, Exs. A-3, A-4. Class members who choose this option may be able to recover their total out-of-pocket losses related to any debond that their patients experienced—subject to overall participation in the Settlement and a pro rata deduction if excessive claims are received. The parties have established a procedure

whereby former Magistrate Judge Boylan, the mediator of this Settlement, will be retained to resolve any claim disputes. Hedlund Decl. Ex. 1, at ¶IV(16)(4).

In addition, the Settlement Fund will be used to pay all costs associated with providing the best notice practicable under the circumstances and all costs of administering the Plan of Distribution. Hedlund Decl. Ex. 1, at ¶¶IV(A)(2), (D)(8). Given the comparatively limited number of Class members and the fact that 3M has detailed records of purchasers available through its distributors, the proposed notice plan provides for direct mailed notice to each Class member, as well as subsequent rounds of mailed notice to remind Class members of potential future payments from the Settlement if additional crown debonds occur prior to June 2020. The Settlement also provides that Class Representative service awards and attorneys' fees and costs for Class Counsel will come from the Fund, subject to Court approval. Hedlund Decl. Ex. 1, at ¶IV(E)(1).

B. The Proposed Notice and Administration Plans

With the assistance of 3M, Class Counsel has selected the firm of BrownGreer ("BrownGreer") to administer the Settlement, who will provide the Class with notice and administer the claims. Hedlund Decl. ¶17. BrownGreer will provide a notice and claim form by direct U.S. mail to Class members. Declaration of Orran Brown, Jr. ("Brown Decl.") ¶19(a); *see also* Settlement Ex. A-1. Using 3M's distributors' records, BrownGreer will be able to provide direct mail notice to all Class members who have not already released their claims. Brown Decl. ¶19(a). Recipients of the mailed notice will also receive a claim form, which will be attached to the notice. *Id.*, Settlement Ex. A-3. The proposed notice clearly and concisely informs Class members that they may do nothing and be bound

by the Settlement; make a Fixed Amount claim and/or Documented Amount claim by completing and returning the claim form and be bound by the Settlement; object to the Settlement and be bound by it; or exclude themselves by completing the exclusion form and not be bound by the Settlement. Brown Decl. ¶20; *see generally* Settlement Ex. A-1.

BrownGreer will also design and publish a dedicated website where the notice, forms, and a copy of the Settlement agreement and other important Court pleadings and decisions will be available. Brown Decl. ¶19(b), Hedlund Decl. Ex. 1, at ¶IV(B)(6). In addition, BrownGreer will establish a 24-hour toll-free helpline to answer questions about the Settlement. Brown Decl. ¶19(d), Hedlund Decl. Ex. 1, at ¶IV(B)(6). BrownGreer will also send notice of the Settlement to the state Attorneys General pursuant to the Class Action Fairness Act. Hedlund Decl. ¶17. Finally, BrownGreer will be responsible for accounting for all the claims made and exclusions requested, determining eligibility, and for disbursing funds from the Settlement Escrow Account directly to Class members. *Id.*, Hedlund Decl. Ex. 1, at ¶IV(D)(14); Settlement Ex. A-5, at ¶12. BrownGreer must report to the Court that it satisfied its Claims Administrator notice obligations.

C. The Stage of Proceedings and Outstanding Claims

The litigation is ripe for this well-informed, global resolution of the parties' dispute. Hedlund Decl. ¶8. After numerous reports of failures from dentists, over three years ago in June 2015, 3M removed the crown indication for Lava Ultimate from the market. Several months thereafter, the first dentists filed suit against 3M alleging that they had to replace 3M's crowns that had debonded in their patients' mouths at their own (often significant) out-of-pocket expense. Ultimately, 39 dentists and dental practices stepped

forward in the Consolidated Amended Complaint filed in this Court asserting claims on behalf of a nationwide class and thirteen alternative state subclasses. *See* Doc. No. 63. They brought claims for breach of express and implied warranty, unjust enrichment, and various consumer and fraud-based claims. After extensive briefing and oral argument on 3M's Motion to Dismiss, the Court sustained some claims, dismissed some without prejudice, and dismissed others with prejudice. Doc. No. 118. At the time of Settlement, Plaintiffs were in the process of seeking leave to amend the complaint to cure any deficiencies found by the Court for the claims dismissed without prejudice. In addition, the case was proceeding to discovery as the parties negotiated an ESI Order, Protective Order, and prepared and filed a Rule 26(f) Report (Doc. No. 125). Hedlund Decl. ¶6.

D. Settlement Negotiations

During this period and prior to the advent of formal discovery, the parties expressed an interest in seeing if they could resolve this matter though outside mediation. The parties retained the Honorable U.S. Magistrate Judge Arthur J. Boylan (Ret.) to act as a mediator. With Judge Boylan's assistance, the parties attended five separate mediation sessions where rigorous negotiations ensued. In addition, the parties engaged in informal discovery—exchanging documents and other materials in preparation for mediation—and submitted lengthy mediation briefs to Judge Boylan. Hedlund Decl. ¶¶9-13.

In preparation for mediation sessions, Plaintiffs worked closely with the named class representatives who gathered extensive materials from their records to provide comprehensive information documenting their experiences with Lava crown failures and out-of-pocket losses. Hedlund Decl. ¶¶9-11. Plaintiffs also prepared detailed charts

showing, for example, the number of blocks each Plaintiff had purchased and the number of crowns that debonded and were replaced. *Id.* at ¶10. The information from the nearly forty class representatives provided Class Counsel with substantial information that was crucial in attempting to reach the compromise being proposed here. *Id.* at ¶14. Throughout this pre-discovery period, in addition to consulting very closely with named Plaintiffs in this case, Class Counsel also kept in close contact with many absent, putative Class members, and obtained information about their losses and experiences, as well. *Id.* at ¶10. Plaintiffs also retained an expert in biomaterials science who had done his own, independent testing of the Lava materials and who provided detailed insight into the nature of the product and failures. Hedlund Decl. ¶7. As part of the mediation process, 3M produced documents and information to Class Counsel about reports and claims it had received from dentists. *Id.* at ¶13. 3M also produced its internal product review, among other materials. *Id.* The information and documents shared during the mediation process assisted both sides in evaluating their respective settlement positions. *Id.* at ¶14

The mediations were highly contested, with counsel for each side advancing their respective arguments zealously on behalf of the best interests of their clients while also demonstrating their willingness to continue to litigate rather than accept a settlement that might not be in the best interests of their clients. The negotiations were hard-fought throughout. The settlement process was conducted at arm's length and, while also proceeding in a highly professional and respectful manner, was often quite adversarial. At many times it appeared as if no settlement would be reached. Eventually, through the abled assistance of Judge Boylan, the parties were able to agree to a term sheet. The provisions

of the Settlement relating to attorneys' fees and costs approved were negotiated only after substantive terms of the Settlement were discussed and agreed upon by the parties. In addition, the Stipulation of Settlement provides that Defendant reserves the right to oppose all or any portion of the Fee and Expense Application. After many more months, the parties negotiated the final Stipulation of Settlement now before the Court. Hedlund Decl. ¶¶15-16.

II. ARGUMENT

A. The Proposed Settlement Warrants Preliminary Approval.

Parties settling a class action must seek approval of the settlement from the Court overseeing the case. Fed. R. Civ. P. 23(e). Rule 23(e) contemplates a sequential process for courts evaluating class action settlements. First, the Court must determine whether a class should be certified for settlement purposes. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Second, the Court must consider whether to approve a settlement. *In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 932 (8th Cir. 2005).

B. The Settlement Class Satisfies the Requirements for Class Certification at the Settlement Stage.

Plaintiffs have the burden of demonstrating satisfaction with all applicable requirements of Rule 23. *In re Monosodium Glutamate Antitrust Litig.*, 205 F.R.D. 229, 231 (D. Minn. 2001) (citing *Gen. Tel. Co. v. Falcon*, 457 U.S. 147, 161 (1982)); *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350-51 (2011). To qualify for certification, an action must satisfy all provisions of Federal Rule of Civil Procedure 23(a), plus one of the subdivisions of Rule 23(b). See Fed. R. Civ. P. 23(a)&(b). Rule 23(a) requires the

proponents of certification to establish each of the following: (1) that the members of the proposed class are so numerous that joinder of the individual claims would be impracticable; (2) that there are questions of law or fact common to the class; (3) that the claims of the proposed class representatives are typical of the claims of the Class members; and (4) that the proposed class representatives will adequately represent the interests of the class. Fed. R. Civ. P. 23(a). As relevant here, Rule 23(b)(3) requires that the common questions of law and fact must predominate over individual questions, and the class must be superior to other available methods for fairly and efficiently adjudicating the controversy. *See In re Select Comfort Corp. Sec. Litig.*, 202 F.R.D. 598, 611 (D. Minn. 2001).

When “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is there be no trial,” but the Court must still ensure satisfaction with other Rule 23 requirements. *Amchem Prods., Inc. v. Windsor*, 521 U.S. at 620. The proposed Settlement Class here satisfies each of the requirements of Rule 23(a) (numerosity, commonality, typicality and adequacy of representation) and of Rule 23(b)(3) (predominance and superiority).

1. Numerosity Is Satisfied.

For a class action to be appropriate, the proposed class must be so numerous that joinder of all members is “impracticable.” Fed. R. Civ. P. 23(a)(1). “[T]he number of persons in the proposed class” is the central focus of the numerosity analysis. *Paxton v. Union Nat'l Bank*, 688 F.2d 552, 559 (8th Cir. 1982). “In general, a putative class

exceeding 40 members is sufficiently large to make joinder impracticable.” *Rasberry v. Columbia Cty., Arkansas*, No. 16-cv-1074, 2017 WL 3259447, at *2 (W.D. Ark. July 31, 2017) (citing *Alberts v. Nash Finch Co.*, 245 F.R.D. 399, 409 (D. Minn. 2007) (“[A] putative class exceeding 40 members is sufficiently large to make joinder impracticable.”)). Impracticable does not mean impossible – only difficult or inconvenient to join all members of the Class. *See Lockwood Motors, Inc. v. Gen. Motors Corp.*, 162 F.R.D. 569, 574 (D. Minn. 1995).

The proposed Class here far exceeds Rule 23(a)(1) requirements because there are approximately 7,000 Class members who purchased Lava blocks. Hedlund Decl. ¶3. While it is not known how many Class members experienced crown debonds, Plaintiffs believe that the number of Class members is likely in the thousands.

2. There are Common Questions of Law and Fact.

A common question, for purposes of Rule 23(a)(2), is a “common contention” that is “of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Dukes*, 564 U.S. at 350. What matters is “the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation.” *Id.* (quoting Richard A. Nagareda, *Class Certification in the Age of Aggregate Proof*, 84 N.Y.U. L. REV. 97, 132 (2009)). A common question is one “for which a prima facie case can be established through common evidence.” *In re Zurn Pex Plumbing Prod. Liab. Litig.*, 644 F.3d 604, 618 (8th Cir. 2011). The existence of a single, common question will satisfy Rule 23(a)(2). *Dukes*, 564 U.S. at 359. *See also*

Khoday v. Symantec Corp., No. 11-180, 2014 WL 1281600, at *15 (D. Minn. Mar. 13, 2014) (noting that “single common contention” could satisfy commonality); *Figas v. Wells Fargo & Co.*, No. 08-4546, 2010 WL 2943155, at *4 (D. Minn. Apr. 6, 2010).

Here, Plaintiffs contend there are numerous common questions relating to the scope of the Lava defect and whether 3M’s product warranty covers the claims at issue. *See, e.g., In re Zurn Pex Plumbing Prod. Liab. Litig.*, 644 F.3d at 617 (The “interpretation of [contractual] warranty and its application to plaintiffs is a common question that lends itself to efficient classwide resolution”). These common questions readily satisfy the requirements of Rule 23(a)(2).

3. Plaintiffs’ Claims Are Typical of the Class.

The typicality prerequisite is satisfied “when the claims of the named plaintiffs arise from the same event or are based on the same legal theory as the claims of the class members.” *Lockwood Motors*, 162 F.R.D. at 575; *Dirks v. Clayton Brokerage Co. of St. Louis, Inc.*, 105 F.R.D. 125, 133 (D. Minn. 1985); *Paxton*, 688 F.2d at 561-62. “When the claims or defenses of the representative and the class are based on the same course of conduct or legal theory, it is thought that the representatives will advance the interest of the class members by advancing his or her own interests.” *In re Control Data Corp. Sec. Litig.*, 116 F.R.D. 216, 220 (D. Minn. 1986) (internal citations omitted). Therefore, it has been held that any differences between the class representative and the putative class must be material to the claims and defenses pled – not merely incidental to the allegations – to defeat typicality. *See Lockwood*, 162 F.R.D. at 575-76; *see also Figas*, 2010 WL 2943155, at *4 (“Perfect identity of claims is not required” for typicality to be

established, and the “presence of differing legal inquiries and factual discrepancies will not preclude class certification”); *Smith v. United Health Care Servs., Inc.*, No. 00-1163, 2002 WL 192565, at **3-4 (D. Minn. 2002) (plaintiffs typical of class despite varying degree of damages due to “strong similarity of legal theories”). Accordingly, courts have held that the burden of demonstrating typicality is easily met. *DeBoer v. Mellon Mortgage Co.*, 64 F.3d 1171, 1174 (8th Cir. 1995); *Portz v. St. Cloud State Univ.*, 297 F. Supp. 3d 929, 946 (D. Minn. 2018). Moreover, “[t]ypicality is closely related to commonality as a finding of one generally compels a finding of the other.” *In re Select Comfort Corp. Sec. Litig.*, 202 F.R.D. 598, 604 (D. Minn. 2001).

In this case, the Plaintiffs’ and Class members’ legal claims arise out of the same alleged conduct: 3M’s marketing and sales of defective crown products in a similar manner. Thus, with respect to the causes of action alleged, the legal theories underlying Plaintiffs’ claims are identical to those underlying the claims of all members of the proposed Class. Because the claims of all Plaintiffs and Class members arise from Defendant’s alleged breach of warranties and state consumer protection laws, the typicality requirement is satisfied.

4. Settling Plaintiffs Have Adequately Represented the Class.

Under Rule 23(a)(4), a class representative must “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). In order to meet this requirement, the Court must find that (1) the representatives and their counsel are able and willing to prosecute the action competently and vigorously; and (2) each representative’s interests are sufficiently similar to those of the class that it is unlikely that their goals and

viewpoints will diverge. *See In re Monosodium Glutamate Antitrust Litig.*, 205 F.R.D. at 233; *Lockwood*, 162 F.R.D. at 576.

In this case, the Court appointed Co-Lead Counsel who have vigorously prosecuted this action on behalf of not only the class representatives, but also the entire proposed Class. *See Doc. 23*. Similarly, the class representatives have stepped forward to represent the Class in connection with the proposed Settlement and have been engaged with and have participated in the process from the outset. The claims of the class representatives are also sufficiently similar to those of the other members of the proposed Class that it is unlikely that the goals and viewpoints of the class representatives and other Class members will diverge.

5. Certification Under Fed. R. Civ. P. Rule 23(b)(3).

In addition to Rule 23(a), certifying the proposed Class is appropriate because a class action in this litigation satisfies the requirements of predominance and superiority under Rule 23(b)(3).

a. Common Questions of Law and Fact Predominate Over Individual Questions.

A proposed class meets the predominance requirement of Rule 23(b)(3) when “the questions of law or fact common to class members predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3); *see also Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 615 (1997). “The predominance inquiry requires an analysis of whether a *prima facie* showing of liability can be proved by common evidence or whether this showing varies from member to member.” *Halvorson v. Auto-*

Owners Ins. Co., 718 F.3d 773, 778 (8th Cir. 2013). “Because no precise test can determine whether common issues predominate, the Court must pragmatically assess the entire action and the issues involved.” *Khoday*, 2014 WL 1281600, at *18.

The central issue is whether defendant’s liability as to all plaintiffs can be established by common evidence. *Avritt v. Reliastar Life Ins. Co.*, 615 F.3d 1023, 1029 (8th Cir. 2010). District Courts in Minnesota have recognized that “[a]s with commonality and typicality requirements, the predominance inquiry is directed toward the issue of liability.” *In re Select Comfort*, 202 F.R.D. at 610. When determining whether common questions predominate, courts “focus on the liability issue . . . and if the liability issue is common to the class, common questions are held to predominate over individual questions.” *Id.* (internal citations omitted). In the context of a proposed settlement class, “a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620 (citation omitted).

In the context of the proposed Settlement here, the common questions identified above predominate over individual issues. There are common predominating questions relating to the scope and cause of the defect, 3M’s marketing and promotion of the products, and the applicability of 3M’s warranty. The individual issues that could arise at trial regarding the application of the answers to these questions to individual class members are not an impediment to certification in the context of a proposed settlement. See *In re Zurn Pex Plumbing Prod. Liab. Litig.*, 2012 WL 5055810, at *4 (D. Minn. Oct. 18, 2012) (approving class settlement and stating that “individualized claims and

defenses need not be adjudicated in order to approve the Settlement and [they] do not predominate”). Moreover, the manageability concerns of trial, to the extent there are any, are not at issue in this Settlement.

b. A Class Action is Superior to Other Available Methods for Resolving this Controversy.

Consistent with Fed. R. Civ. P. 23(b)(3), a class action in this case is a superior method for resolving these claims. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for the Defendant in this case and would lead to repetitious trials of the numerous common questions of fact and law. *See, e.g., Lockwood Motors, Inc. v. Gen. Motors Corp.*, 162 F.R.D. 569, 582 (D. Minn. 1995) (“Having concluded that common questions predominate, [the superiority] requirement is readily satisfied in this case. Class prosecution of this action will limit duplicative litigation, limit the burden on this and other courts, and provide a uniform result for similarly situated parties.”). Plaintiffs have satisfied Rule 23(a) and (b)(3) for purposes of the proposed Settlement, and the Court should provisionally certify the proposed Class.

C. The Settlement Meets All of the Criteria For Preliminary Approval.

As a matter of long-standing public policy, settlement is a strongly favored method for resolving disputes. *See Katun Corp. v. Clarke*, 484 F.3d 972, 975 (8th Cir. 2007) (“Minnesota courts recognize a ‘strong public policy favoring the settlement of disputed claims without litigation.’”) (internal citations omitted); *Liddell v. Board of Educ. of the*

City of St. Louis, 126 F.3d 1049, 1056 (8th Cir. 1997). It is beyond question that there is an overriding public interest in settling litigation, and this is particularly true in class action suits. *In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 11-MD-2247-ADM-JJK, 2012 WL 2512750, at *7 (D. Minn. June 29, 2012) (“The policy in federal court favoring the voluntary resolution of litigation through settlement is particularly strong in the class action context.”) (quoting *White v. Nat'l Football League*, 822 F. Supp. 1389, 1416 (D. Minn. 1993)); *Unitarian Universalist Church of Minnetonka v. City of Wayzata*, CIV 10-607 RHK/TNL, 2012 WL 3889121, at *4 (D. Minn. Aug. 31, 2012); *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1148 (8th Cir. 1999) (“[S]trong public policy favors [settlement] agreements, and courts should approach them with a presumption in their favor.”).

Courts attach “[a]n initial presumption of fairness . . . to a class settlement reached in arm’s-length negotiations between experienced and capable counsel after meaningful discovery.” *Grier v. Chase Manhattan Auto Fin. Co.*, No. 99-cv-180, 2000 WL 175126, at *5 (E.D. Pa. Feb. 16, 2000); *see also Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 123 (8th Cir. 1975); *White v. Nat'l Football League*, 836 F. Supp. 1458, 1476-77 (D. Minn. 1993). “The court is entitled to rely on the judgment of experienced counsel in its evaluation of the merits of a class action settlement.” *In re Employee Benefit Plans Sec. Litig.*, Civ. No. 3-92-708, 1993 WL 330595, *5 (D. Minn. June 2, 1993) (citation omitted); *see also Welsch v. Gardenbring*, 667 F. Supp. 1284, 1295 (D. Minn. 1987) (affording “great weight” to opinions of experienced counsel).

Indeed, courts consistently find that the terms of a settlement are appropriate where

the parties, represented by experienced counsel, have engaged in extensive negotiation at an appropriate stage in the litigation and can properly evaluate the strengths and weaknesses of the case and the propriety of the settlement. *See, e.g., In re Zurn Pex Plumbing Prods. Liab. Litig.*, No. 08-MDL-1958-ADM-AJB, 2013 WL 716088, at *6 (D. Minn. Feb. 27, 2013) (observing that “[s]ettlement agreements are presumptively valid, particularly where a ‘settlement has been negotiated at arm’s length, discovery is sufficient, [and] the settlement proponents are experienced in similar matters”’) (citation omitted); *In re Employee Benefit Plans Sec. Litig.*, 1993 WL 330595, at *5 (noting that “intensive and contentious negotiations likely result in meritorious settlements”).

Rule 23(e) of the Federal Rules of Civil Procedure requires judicial approval for the compromise of claims brought on a class basis. The procedure for review of a proposed class action settlement is a well-established process. *See Manual for Complex Litigation* § 13.14 (4th ed.) (hereinafter “Manual”). First, the Court conducts a preliminary hearing to determine whether the proposed settlement falls within the range of possible judicial approval. 4 Herbert B. Newberg, *Newberg on Class Actions*, § 13.10 (5th ed.). At the Final Approval Hearing, the Court will have before it extensive papers submitted in support of the proposed Settlement and will be asked to make a determination as to whether the proposed Settlement is fair, reasonable and adequate, under all circumstances. *Id.* at §§ 13:39, 13:41. At this juncture, Plaintiffs and Defendant request only that the Court grant preliminary approval of the Settlement to provide notice to the Class in order to permit Class members to file claims, object, or opt out.

In determining whether preliminary approval is warranted, the sole issue before the

Court is whether the proposed Settlement is within the range of what might be found fair, reasonable and adequate, so that notice of the proposed Settlement can be given to the Class members and a hearing scheduled to consider Plaintiffs' motion for final approval of the proposed Settlement. *See, e.g., Xcel Energy, Inc.*, 364 F. Supp. 2d 1005 (D. Minn. 2005). The Eighth Circuit has established four factors for determining whether a proposed settlement is fair, reasonable and adequate: (1) the merits of plaintiffs' case, weighed against the terms of the settlement; (2) the defendant's financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement. *In re UnitedHealth Group Inc.*, 631 F. Supp. 2d at 1156 (D. Minn. 2009) (citing *In re Wireless Tel Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 932 (8th Cir. 2005)); *Dryer v. Nat'l Football League*, No. 09-cv-2182-PAM-AJB, 2013 WL 5888231, at *2 (D. Minn. 2013). At the preliminary approval stage, only the first three factors are considered. *In re Wireless Tel.*, 396 F.3d at 932. A court may also consider procedural fairness to ensure the settlement is not the product of collusion but resulted from arm's length negotiations. *Id.* at 934; *DeBoer v. Mellon Mortgage Co.*, 64 F.3d 1171, 1178 (8th Cir. 1995); *In re UnitedHealth Group Inc.*, 631 F. Supp. 2d at 1156.

Here, Plaintiffs and 3M have had the ability to test and refine their legal theories through investigation, research, informal discovery and contested motion practice; to assess the merits of Plaintiffs' claims and 3M's defenses; and to balance the potential value of Class members' claims against the substantial risk and expense of further litigation. The settlement negotiations were conducted under the close supervision of Judge Boylan, who facilitated arms-length negotiations over the course of five in-person mediation sessions.

Hedlund Decl. ¶14. Although Plaintiffs were confident that the evidence would ultimately establish Defendant's liability and prove damages on a class-wide basis, Plaintiffs still faced significant risks and challenges in continued litigation. *Id.*

When, as here, the parties are represented by experienced counsel and rigorous negotiations were conducted at arms-length, the judgment of the litigants and their counsel concerning the adequacy of the settlement may and should be considered. *See Petrovic*, 200 F.3d at 1149; *DeBoer*, 64 F.3d at 1178. The extent of the negotiations conducted by Plaintiff and 3M, Co-Lead Counsel's experience litigating complex class actions, the arms-length nature of the settlement negotiations, and the fact that the negotiations were overseen by Judge Boylan, all weigh in favor of preliminary approval of the Settlement.

1. The Merits of Plaintiffs' Case Weighed Against the Terms of the Settlement.

The most important consideration in deciding whether a settlement is fair, reasonable and adequate is “the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” *Petrovic*, 200 F.3d at 1150 (internal quotations omitted); *In re Wireless Tel.*, 396 F.3d at 932-33. The Court “cannot be expected to balance the scales with the nicety of an apothecary. The very object of compromise ‘is to avoid the determination of sharply contested and dubious issues.’” *White v. Nat'l Football League*, 822 F. Supp. 1389, 1417 (D. Minn. 1993) (additional internal quotation and citations omitted). Thus, the Court’s determination generally “will not go beyond ‘an amalgam of delicate balancing, gross approximation and rough justice.’” *Id.* (internal citations omitted).

While Plaintiffs believed that they would be able to establish 3M's liability in this matter, success at trial was not guaranteed. Indeed, the Court had recently dismissed many of Plaintiffs' claims (which they were in the process of re-pleading) at the time the parties were discussing potential settlement. Moreover, the Settlement allows for Class members to receive their *full* out-of-pocket costs should they choose to submit Documented Amount claims (subject to *pro rata* deduction depending on the number of claims). Thus, the fund allows Class members to potentially receive more than they might have been entitled to or been able to prove at trial. In addition, it allows dentists who have not yet experienced debonds to make claims into the future. When weighed against the merits of Plaintiffs' claims, the Settlement's terms more than support approval here.

2. The Defendant's Financial Condition.

3M likely would have been able to afford a class judgment against it and there is nothing in the record to indicate that it will not be able to meet its settlement obligation. *In re UnitedHealth Group Inc.*, 631 F. Supp. 2d at 1157-58. Although the Defendant may be financially capable of paying more for the settlement, this fact standing alone does not render the Settlement inadequate. *Id.* Indeed, as a result of Defendant's financial condition, the proposed Settlement provides substantial benefits to Class members – namely, a \$32.5 million Settlement Fund. As such, this factor also supports a finding of preliminary approval of the proposed Settlement.

3. The Complexity and Expense of Further Litigation.

Although Plaintiffs brought their case believing it had merit, they have considered

the challenges they would face in continuing to litigate. 3M denies that it marketed and sold a defective product or that it violated any warranties and has numerous other potentially viable defenses. In addition, the Court has already dismissed many of Plaintiffs' claims with no guarantee that re-pleading would cure the deficiencies the Court identified. There are complexities to this action and continued litigation carries substantial risks, including (a) the likelihood that class certification would be vigorously contested, (b) significant risk and expenses necessary to prosecute Plaintiffs' claims against Defendant to trial and subsequent appeals, and (c) the inherent difficulties and delays that complex litigation entails. Given this, Plaintiffs' Co-Lead Counsel believe that the proposed Settlement represents an excellent result and eliminates the risk that the Class might not otherwise recover any damages if the litigation were to continue. In light of the extraordinary benefits afforded through the proposed Settlement to the Class and to avoid the uncertainties of continued litigation, preliminary approval of the proposed Settlement is appropriate.

This assessment was made on a thorough record. Prior to entering into the Stipulation of Settlement, Plaintiffs, through their counsel, exchanged significant informal discovery with 3M and consulted with an expert in the field. In addition, Plaintiffs undertook an extensive pre- and post-filing investigation with the class representatives and numerous absent Class members. Plaintiffs' Co-Lead Counsel, having decades of experience in complex class action litigation and having negotiated several substantial settlements, took all of these factors into account. They carefully considered and evaluated relevant legal authority and evidence to support the claims

asserted against Defendant, the likelihood of prevailing on these claims, the risk, expense and duration of continued litigation, and the appeals and subsequent proceedings that would likely have occurred if Plaintiffs had prevailed against Defendant at trial. Were the litigation to continue, the amount of time and expenses necessary to take this case through trial would be significant, without any assurance that any recovery, let alone one greater than the amount of the benefits provided by the proposed Settlement, could be achieved. A lengthy trial and the inevitable appeals would not serve the interests of the proposed Class, especially in light of the substantial benefits that the proposed Settlement provides for the proposed Class.

Based on this experience and these considerations, Plaintiffs' Co-Lead Counsel concluded that the Settlement is fair, reasonable, and adequate, and in the best interest of the proposed Class and has so advised the proposed Class Representatives. "The Court is entitled to rely on the judgment of experienced counsel in its evaluation of the merits of a class action settlement." *See In re Employee Benefit Plans Sec. Litig.*, No. 1993 WL 330595, at *5; *see also In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 2012 WL 2512750, at *7 ("[C]ourts give great weight to and may rely on the judgment of experienced counsel in its evaluation of the merits of a class action settlement.") (internal quotations omitted); *Xcel Energy, Inc.*, 364 F. Supp. 2d at 1018.

Moreover, an evaluation of the benefits of a settlement must be tempered by a recognition that any compromise involves concessions on the part of all settling parties. As courts in this district have noted: "The Court concludes that, at the time of settlement, there remained significant risk of a null recovery. This risk, balanced against the

settlement's substantial recovery, favors approval." *In re UnitedHealth Group Inc. PSLRA Litig.*, 643 F. Supp. 2d 1094, 1099 (D. Minn. 2009). *See also Officers for Justice v. Civil Serv, Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982) (noting that "the very essence of a settlement is compromise, 'a yielding of absolutes and an abandonment of highest hopes'"') (internal citations omitted).

The complexity and expense of class action litigation is well-recognized. *See Schmidt v. Fuller Brush Co.*, 527 F.2d 532, 535 (8th Cir.1975) ("[r]ecognizing that class actions place an enormous burden of costs and expense upon the parties"). Moreover, as has been noted in other class action cases, "the various procedural and substantive defenses likely to be argued to the hilt by the [Defendants], the expense of proving Class Members' claims, the certainty of resolution under this Settlement forecloses any subsequent appeals, and the fear that the ultimate resolution of the action . . . could well extend into the distant future," all weigh in favor of the Settlement's approval. *In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 2012 WL 2512750, at *8 (quoting *Snell v. Allianz Life Ins. Co. of N. Am.*, CIV. 97-2784 RLE, 2000 WL 1336640 (D. Minn. Sept. 8, 2000)). The complexity and expense of continuing this litigation favor granting preliminary approval of the proposed Settlement.

D. The Proposed Form and Manner of Notice Are Appropriate.

Under Rule 23(e), Class members are entitled to reasonable notice of the proposed Settlement. *See* Manual §§ 21.312, 21.631. Settlement notice must be "'reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.'" *Petrovic*, 200 F.3d at

1153 (quoting *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). Notice “need only satisfy the ‘broad ‘reasonableness’ standards imposed by due process.’” *Id.* (quoting *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975)). Notice need not provide “a complete source of information” or an exact amount of recovery for each class member. *Id.* (citing *DeBoer*, 64 F.3d at 1176). Best notice practicable means “individual notice to all members who can be identified through reasonable effort.” *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 173 (1974). Notice that is mailed to each member of a settlement class “who can be identified through reasonable effort” constitutes reasonable notice. *Eisen*, 417 U.S. at 176.

Counsel for the Class have hired a highly experienced and well-regarded class action notice and administration firm, BrownGreer. Hedlund Decl., ¶17. BrownGreer has supported over 75 programs involving over \$33 billion in payments to claimants. Brown Decl. ¶6. By using mailed notice based on 3M’s and its distributors’ records, the proposed notice plan provides the best notice practicable under the circumstances to the members of the Class. Brown Decl. ¶19(a). The proposed notice is fully compliant with Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure and meets the notice guidelines established by the Federal Judicial Center’s Manual for Complex Litigation, 4th Edition (2004), as well the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (2010), and is consistent with notice programs approved previously by both state and federal Courts. See Brown Decl. ¶19-20. The notice to be provided by the Claims Administrator here exceeds the standards approved by courts time and again.

Plaintiffs respectfully submit that the comprehensive notice plan developed by the Claims Administrator provides the best notice practicable under the facts and circumstances of this case and fully satisfies due process requirements. Class Counsel requests that the Court approve the proposed form and manner of notice to the Class as set forth in the proposed Order Preliminarily Approving Settlement, Settlement Ex. A.

E. The Request for Service Awards for the Proposed Class Representatives Is Fair and Reasonable.

Plaintiffs' Counsel respectfully request that the Court also preliminarily approve a statement—to be included in the Notice to the Class—that Class Counsel will request the payment of service awards to the proposed Class Representatives in recognition of their services as Class Representatives in this litigation. Class Counsel will request up to a total amount of \$260,000 be set aside to use as service awards to each of the 18 Class Representatives, whose service to the Class included conducting a detailed investigation of patient records, consulting extensively with counsel, providing data and documents for review by 3M, as well as responding to analysis by 3M of their work related to specific debonds. *See In re Xcel Energy, Inc., Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 1000 (D. Minn. 2005) (awarding "\$100,000 collectively to the lead plaintiff group to be distributed among the eight lead plaintiffs in a manner that plaintiffs' co-lead counsel shall determine in their discretion."); *Tate v. Rest. Techs., Inc.*, No. CIV. 09-2076 MJD/JJG (D. Minn. September 30, 2010), Doc. 150-1 (Proposed Notice stating, "A cumulative amount of \$35,000 is being proposed by Class Counsel in acknowledgment of the efforts undertaken by the four named Plaintiffs with respect to the litigation."). The amount

represents less than one percent of the total Settlement Fund, which is typical of service awards in this district. *See Krueger v. Ameriprise Fin., Inc.*, No. 11-CV-02781 SRN/JSM, 2015 WL 4246879 (D. Minn. July 13, 2015) (total service awards were 0.45% of the gross recovery); *Thorkelson v. Publ'g House of the Evangelical Lutheran Church in Am.*, No. 10 CV 1712 (MJD/JSM), 2013 WL 12149693, at *1 (D. Minn. Apr. 8, 2013) (total service awards were 0.61% of the gross recovery); *In re Zurn Pex Plumbing Prod. Liab. Litig.*, No. 08-MDL-1958 ADM/AJB, 2013 WL 716460 (D. Minn. Feb. 27, 2013) (total service awards were 0.41% of the gross recovery); *Tate v. Rest. Techs., Inc.*, No. 09-CV-02076 MJD/JJG, 2010 WL 6001577, at *2 (D. Minn. Nov. 29, 2010) (total service awards were 0.63% of the gross recovery).

Courts recognize the purpose and appropriateness of service awards to class representatives. *See, e.g., In re Zurn Pex Plumbing Prods. Liab. Litig.*, 2013 WL 716460, at *2 (approving service awards and noting that the service payments “reflect the efforts by the class representatives to gather and communicate information to counsel and act as the public face of the litigation” and explaining that each class representative “assisted with the investigation and preparation of these suits, gathered documents for production and helped class counsel”); *White v. Nat'l Football League*, 822 F. Supp. 1389, 1406 (D. Minn. 1993) (noting that “[c]ourts . . . routinely approve such awards for class representatives who expend special efforts that redound to the benefit of absent class members” and collecting cases).

Each of the proposed Class Representatives could have simply awaited the outcome of this litigation and may have received the same benefits as any other Class member.

However, if no one had done so, there would be no benefits whatsoever. Instead, they stepped up to lead this litigation and represent the interests of all Class members. They remained committed to and actively participated in this hard-fought litigation against a formidable defendant on behalf of a large group of Class members and took significant time outside of their practices (at great financial risk to themselves to do so). Service payments for the proposed Class Representatives are appropriate here.

F. Proposed Attorneys' Fees and Expenses.

The Stipulation of Settlement also provides that Class Counsel may request up to thirty-three (33) percent of the settlement fund in reasonable attorneys' fees and reimbursement of reasonable litigation expenses from the Settlement Fund, subject to Court approval. Hedlund Ex. 1, at ¶¶IV(E)(1), (2). Thus, Plaintiffs' Counsel respectfully request that the Court also preliminarily approve a statement—to also be included in the Notice to the Class—that Class Counsel will request fees and expenses of up to thirty-three (33) percent of the Settlement Fund. Class Counsel will file a detailed application for their attorneys' fees and costs prior to the deadline for objections to the Settlement, according to the schedule set forth by the Court in an Order Preliminarily Approving Settlement.

G. Proposed Schedule of Events.

Settling Plaintiffs and Defendant propose the following schedule of events leading to the Final Approval Hearing as set forth in the proposed Order Preliminarily Approving Settlement attached as Exhibit A to the Stipulation of Settlement:

| EVENT | DATE |
|---|---|
| Preliminary Approval Hearing | April 10, 2019 |
| Mailing of Notice | Within 30 days of Preliminary Approval Order |
| Deadline for Application for Attorneys' Fees and Expenses and Service Awards | 45 days prior to Fairness Hearing |
| Mailing Deadline for Objections to Settlement and to Applications for Attorneys' Fees and Expenses and Service Awards | 30 days prior to Fairness Hearing |
| Mailing Deadline for Request for Exclusions (Opt-outs) | 30 days prior to Fairness Hearing |
| Deadline for filing papers in support of Final Approval of Settlement and Responses to Any Objections | 14 days prior to Fairness Hearing |
| Final Approval Hearing | Within 150 days of Preliminary Approval Order |

This proposed schedule is similar to those used in numerous class action settlements and provides due process for Class members with respect to their rights concerning the proposed Settlement.

CONCLUSION

For these reasons, Co-Lead Counsel respectfully ask the Court to enter an Order: (1) certifying the Class for purposes of the Settlement; (2) appointing Angela Ferrari, D.D.S., Angela M. Ferrari, D.D.S., Inc., Edward Shapiro, D.D.S., Pacific Holistic Dental, Inc., Jerry Yu, D.D.S., and Jerry Yu Dental Corp. d/b/a Grand Avenue Smiles, James Lewis D.M.D., James C. Lewis, D.M.D., P.A., Lazaro Fernandez, D.D.S., and Lazaro Fernandez, D.D.S., P.A., d/b/a Fernandez Dental Center-Miami Lakes Fernandez Dental Office; Vikram Bhatia, D.D.S., Jeffrey Chen, D.D.S., Brookhaven Dental Associates, P.C., and Johns Creek Dental Associates, P.C., Justin Ebersole, D.D.S. and Parsons Dental Care,

LLC, Mike Henrickson, D.D.S., Dr. Myron Henrickson, and Henrickson Dental PLC, Mary Gadbois, D.D.S. and Cherry Hill Dental Associates, Inc, Dominick Lembo, D.M.D., Dr. Dominick Lembo, D.M.D., P.C. d/b/a Belmont Dental Associates, Jonathan Banker, D.D.S., and Banker Dental Associates, P.A., Dr. Timothy Rauch, D.D.S. and Desert Ridge Dental, Anthony J. Peppy D.D.S., Samuel Peppy, Jr. D.D.S., and Peppy Dental, Paul Bookman, D.M.D., and Bryn Mawr Dental Associates, LTD, David Dudzinski, D.D.S. and D&N Dental PLLC d/b/a/ Creekview Dental, Bruce Sherrill, D.D.S., Brent Robinson D.D.S., Robinson Dental P.S., Sean Couch D.D.S., and Sean M. Couch D.D.S. P.S. d/b/a/ Kingston Dental as representatives of the Class; (3) appointing Plaintiffs' Co-Lead Counsel and the undersigned counsel as Class Counsel; (4) granting preliminary approval of the proposed Settlement; (5) approving the proposed form and manner of notice to the Class; (6) directing that the notice to the Class be disseminated by Claims Administrator, BrownGreer, in the manner described in the Settlement and in the Declaration of Orran Brown, Jr.; (7) establishing a deadline for Class members to request exclusion from the Class or file objections to the Settlement; and (8) setting the proposed schedule for completion of further settlement proceedings, including scheduling the Final Approval Hearing.

Dated: March 25, 2019

Respectfully submitted,

/s/ Daniel C. Hedlund

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Plaintiffs' Interim Co-Lead Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

**RULE 7.1(f) COMPLIANCE
CERTIFICATE**

The undersigned hereby certifies that, pursuant to Local Rule 7.1(f), Plaintiffs' Memorandum of Law in Support of Motion for Preliminary Approval of Class Action Settlement and Notice Plan, contains 7,887 words, as determined through the word count feature of the Microsoft Office Word 2016 word processing software used to prepare the memorandum. The word processing program has been applied specifically to include all text, including headings, footnotes, and quotations. The memorandum was prepared in 13-point font in accordance with the type size limitation of Local Rule 7.1(h).

Dated: March 25, 2019

/s/ Daniel C. Hedlund

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Plaintiffs' Interim Co-Lead Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

**DECLARATION OF DANIEL C.
HEDLUND IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND NOTICE PLAN**

Pursuant to 28 U.S.C. § 1746, I, Daniel C. Hedlund, hereby declare and state as follows:

1. I am an attorney licensed to practice law in the State of Minnesota and admitted to state and federal Court in Minnesota. I am a member of Gustafson Gluek PLLC, and one of the Interim Co-Lead Counsel for Plaintiffs in the above-entitled matter.
2. I submit this Declaration in Support of Plaintiffs' Motion for Preliminary Approval of Settlement.
3. On September 7, 2016, Warren Burns, of Burns Charest LLP, and I were appointed Plaintiffs' Co-Lead Counsel for a proposed nationwide class of dentists. (Doc. No. 42). The class contains well over 7,000 dentists and dental practices in the United States and its territories.
4. On January 4, 2017, the Plaintiffs filed a Consolidated Amended Class Action Complaint. (Doc. No. 63). The complaint contained over sixty-nine claims arising under the laws of 13 states. (*Id.*).

5. Defendant moved to dismiss certain claims (Doc. No. 87), which Plaintiffs opposed (Doc. No. 109). The parties argued this motion before this Court on November 17, 2017. On March 1, 2018, this Court entered an order granting in part and denying in part Defendant's motion. (Doc. No. 118).

6. During the pendency of the motion to dismiss, the parties began to prepare for discovery, and negotiated an ESI Order, Protective Order, and prepared and filed a Rule 26(f) Report. (Doc. No. 125).

7. Plaintiffs' counsel met with and retained an expert in the area of biomaterial sciences in order to verify Plaintiffs' theory of the case.

8. Additionally, as the parties briefed, argued, and awaited an order on the Motion to Dismiss, they began to engage in settlement negotiations. This litigation was well positioned for early settlement, given the unique nature and size of the potential class, as well as the Defendant's ongoing business relationship with many prospective Class members. These factors also made a global resolution the most appealing to all parties.

9. In preparation for mediation, the parties agreed to pursue settlement-related discovery and exchange several categories of documents and materials to assist in the evaluation of both liability and damages.

10. As part of their work as class representatives the eighteen dental practices spent hundreds of hours in support of the class. For example, they reviewed their patient records to determine the number of clients who received 3M Lava Ultimate crowns, and of those how many had experienced a debond or other negative event related to the

crown. The Class Representatives also prepared detailed data related to the out-of-pocket losses they incurred related to repairing or replacing debonded Lava crowns.

11. All of the Class Representatives dedicated substantial portions of their and their staffs' time to provide Co-Lead Counsel with accurate and important data and information related to their practices.

12. Certain class representatives provided 3M with redacted and de-identified records related to the seating and subsequent failure of Lava crowns. Some class representatives also reviewed the materials produced by 3M analyzing the dental work of these class representatives.

13. 3M provided Plaintiffs with reports and claims it had received from dentists, as well as, internal product reviews of Lava Ultimate, among other materials.

14. Ultimately the parties engaged in five separate mediation sessions with the retired magistrate judge, the Honorable Arthur J. Boylan. Based on the evidence exchanged during their settlement-related discovery, each side prepared mediation statements outlining the strengths and weaknesses—substantively and legally—of their respective positions. Plaintiffs believed that the evidence and law would support the certification of a class, as well as establish the liability of 3M, and prove damages.

15. In June of 2018, the parties reached agreement on the broad terms of a settlement-in-principle to resolve all claims. The parties continued to negotiate the contours of a final settlement agreement which took several months given the detailed claims process that was required.

16. On March 22, 2019, the parties entered into a Stipulation of Settlement. Attached hereto as Exhibit 1 is a copy of the Stipulation of Settlement, as well as the Exhibits to the Stipulation of Settlement.

17. Plaintiffs, with input from 3M, have selected the firm of BrownGreer to serve as the Claims Administrator. BrownGreer will administer the Settlement, who will provide the Class with notice and administer the claims. BrownGreer will also send notice of the Settlement to the state Attorneys General; be responsible for accounting for all the claims made and exclusions requested, determining eligibility; and, for disbursing funds from the Settlement Escrow Account directly to Class members.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 25, 2019

/s/ *Daniel C. Hedlund*

Daniel C. Hedlund

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

STIPULATION OF SETTLEMENT

TABLE OF CONTENTS

| | | |
|------|--|----|
| I. | DESCRIPTION OF THE ACTION | 1 |
| II. | BENEFITS OF SETTLEMENT TO THE PLAINTIFF CLASS..... | 2 |
| III. | DEFENDANT'S DENIALS OF WRONGDOING AND REASONS FOR SETTLEMENT | 3 |
| IV. | TERMS OF THE AGREEMENT | 4 |
| | A. Definitions..... | 4 |
| | B. The Court's Order Preliminarily Approving The Settlement..... | 11 |
| | C. Judgment To Be Entered By The Court Approving The Settlement..... | 15 |
| | D. Use of The Settlement Fund and Notice and Settlement Administration..... | 16 |
| | E. The Fee and Expense Application..... | 25 |
| | F. Conditions of Settlement; Effect of Disapproval; Cancellation and Termination | 26 |
| | G. Miscellaneous Provisions | 28 |

EXHIBITS

Exhibit A: Order Preliminarily Approving Settlement

Exhibit A-1: Notice of Class Action Determination, Proposed Settlement, and Hearing
Thereon

Exhibit A-2: Supplemental Notice

Exhibit A-3: Claim Form

Exhibit A-4: Supplemental Claim Form

Exhibit A-5: Plan of Distribution

Exhibit B: Order for Final Judgment

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation” or “Settlement”) is made as of March 25, 2019, by and among the following parties, as hereinafter defined: (1) the Class Representatives, on behalf of themselves and the Class, by and through Class Counsel in this Action;¹ and (2) 3M Company (“Defendant”), by and through its attorneys in this Action. The Class Representatives and Defendant are the “Parties.”

I. DESCRIPTION OF THE ACTION

In 2016, eight putative class actions brought by dentists and/or dental practices were commenced against Defendant in the United States District Court for the District of Minnesota (the “Court”) or were commenced in other jurisdictions and transferred to the Court. The Court consolidated the actions as File No. 0:15-cv-01304-DWF-DTS (the “Action”). In their Consolidated Complaint filed on January 4, 2017, 39 dentists and/or dental practices alleged 70 claims against Defendant relating to Defendant’s manufacture and sale of a dental restorative product known as Lava Ultimate CAD/CAM Restorative (“Lava Ultimate”). As of June 12, 2015, Defendant ceased selling Lava Ultimate for use as crowns.

The Consolidated Complaint alleges that Lava Ultimate was defective; that it did not perform as warranted and/or represented when used to fabricate and seat dental crowns; that plaintiffs’ patients experienced an unusually high rate of debonds with Lava Ultimate

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶IV(A) herein.

crowns; and that the problems with Lava Ultimate crowns caused increased expenses and other damages to plaintiffs.

Defendant moved to dismiss the Consolidated Complaint. By Memorandum Opinion and Order entered on March 1, 2018, the Court granted Defendant's motion in part and denied it in part. Defendant filed an Answer to the surviving allegations of the Consolidated Complaint that denied all liability and raised various affirmative defenses.

While Defendant's motion to dismiss was pending before the Court, the Parties began to discuss settlement. To facilitate discussions, the Parties voluntarily exchanged key documents and other information relating to Plaintiffs' claims and Defendant's defenses. The Parties engaged retired United States Magistrate Judge Arthur J. Boylan as a private mediator, and participated in five mediation sessions that occurred over a nine-month time period. At the last mediation session, and with the assistance of Judge Boylan, the Parties reached an agreement in principle to settle the Action on the terms provided in this Stipulation.

The Parties have agreed to defer discovery and other proceedings in this Action until the Court can consider the Settlement described in this Stipulation.

II. BENEFITS OF SETTLEMENT TO THE CLASS

The Class Representatives and Class Counsel believe the claims asserted in this Action have merit. However, the Class Representatives and Class Counsel recognize that the expense and length of the additional proceedings necessary to prosecute the Action against Defendant through discovery, class certification and other motion practice, trial, and possible appeals, is considerable, and therefore, that resolution is an appropriate and

reasonable means of ensuring that the Class is afforded important benefits and protections as expeditiously as possible. Class Counsel have also taken into account the uncertain outcome and the risk of further litigation, including in class action cases such as this Action, as well as the difficulties and delays in such litigation. In light of the foregoing, the Class Representatives and Class Counsel believe that the Settlement set forth in this Stipulation confers substantial and immediate benefits upon the Class. Class Representatives and Class Counsel have also determined that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Class.

III. DEFENDANT'S DENIALS OF WRONGDOING AND REASONS FOR SETTLEMENT

Defendant has denied and continues to deny each and all of the claims and contentions alleged in the Action. Defendant repeatedly has asserted, and continues to assert, many defenses thereto, and has expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the conduct alleged in the Action. Nevertheless, Defendant has concluded that the further conduct of the Action against it would be protracted and expensive. Substantial amounts of time, energy and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted in the Action. Defendant also has considered the fact that plaintiffs in the Action and other members of the Class are its valued customers. Defendant also recognizes that there are risks attendant in any litigation. Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner

and upon the terms and conditions set forth in this Stipulation to eliminate the burden and expense of further protracted litigation.

IV. TERMS OF THE AGREEMENT

NOW, THEREFORE, it is hereby stipulated and agreed, by and among the undersigned Parties, that the Action shall be settled, subject to the approval of the Court pursuant to Fed. R. Civ. P. 23(e), upon and subject to the following terms and conditions:

A. Definitions

1. “Action” means the above-captioned action.

2. “Administrative Expenses” means: (a) the costs, fees and expenses that are incurred by the Claims Administrator in connection with providing notice to the Class and administering the Settlement, including but not limited to the claims process; (b) the costs, fees, and expenses that are incurred by retired Magistrate Judge Arthur J. Boylan; (c) fees and expenses incurred in connection with the Escrow Account; (d) Taxes; and (e) the out-of-pocket expenses incurred by Class Counsel in connection with determining the amount of, and paying, any Taxes (including, without limitation, expenses of tax attorneys and accountants).

3. “Authorized Claimant” means a person or entity who has been identified from Defendant’s records as being a Class Member, or a Class Member who submits a Claim Form and/or Supplemental Claim Form to the Claims Administrator that is approved for payment pursuant to any of the Class Distribution Orders provided for in ¶IV(D)(18).

4. “Bar Date” means the date that the Notice is mailed to Class Members.

5. “Claim” means a submission by a Class Member on the Claim Form and/or Supplemental Claim Form.

6. “Claimant” means a person or entity who submits a Claim Form and/or Supplemental Claim Form.

7. “Claim Period” means the period ending on the Bar Date. Class Members may submit a Claim Form for full or partial debonds that their patients experienced, and that the Class Member repaired or paid to have repaired on or before the Bar Date.

8. “Claims Administrator” means BrownGreer PLC.

9. “Class” means all dentists or dental practices in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who purchased 3M’s Lava Ultimate Restorative, applied the product as a dental crown, and had patients who experienced one or more full or partial debonds on or before June 15, 2020. Excluded from the Class are dentists and dental practices (a) who exclude themselves in accordance with Court order, or (b) who released their claims against Defendant in connection with private individual settlements.

10. “Class Counsel” means the law firms of Gustafson Gluek PLLC and Burns Charest LLP.

11. “Class Distribution Orders” means orders entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

12. “Class Member(s)” means a member of the Class.

13. “Class Representatives” means Angela Ferrari, D.D.S., Angela M. Ferrari, D.D.S., Inc., Edward Shapiro, D.D.S., Pacific Holistic Dental, Inc., Jerry Yu, D.D.S., Jerry Yu Dental Corp. d/b/a Grand Avenue Smiles, James Lewis D.M.D., James C. Lewis, D.M.D., P.A., Lazaro Fernandez, D.D.S., Lazaro Fernandez, D.D.S., P.A., d/b/a Fernandez Dental Center-Miami Lakes Fernandez Dental Office, Vikram Bhatia, D.D.S., Jeffrey Chen, D.D.S., Brookhaven Dental Associates, P.C., Johns Creek Dental Associates, P.C., Justin Ebersole, D.D.S., Parsons Dental Care, LLC, Mike Henrickson, D.D.S., Dr. Myron Henrickson, Henrickson Dental PLC, Mary Gadbois, D.D.S., Cherry Hill Dental Associates, Inc., Dominick Lembo, D.M.D., Dr. Dominick Lembo, D.M.D., P.C. d/b/a Belmont Dental Associates, Jonathan Banker, D.D.S., Banker Dental Associates, P.A., Dr. Timothy Rauch, D.D.S., Desert Ridge Dental, Anthony J. Peppy D.D.S., Samuel Peppy D.D.S., Peppy Dental, Paul Bookman, D.M.D., Bryn Mawr Dental Associates, LTD, David Dudzinski, D.D.S, D&N Dental PLLC d/b/a Creekview Dental, Bruce Sherrill, D.D.S., Brent Robinson D.D.S., Robinson Dental P.S., Sean Couch D.D.S., and Sean M. Couch D.D.S. P.S. d/b/a Kingston Dental.

14. “Court” means the United States District Court for the District of Minnesota.

15. “Defendant” means 3M Company.

16. “Defendant’s Releasees” means 3M Company and its officers, directors, shareholders, owners, partners, employees, agents, representatives, attorneys, insurers, suppliers, distributors, employees and representatives of distributors, sellers of products, predecessors, successors, and assigns, and all affiliated, parent, and subsidiary

corporations, and all persons and entities who might have claims for contribution or indemnity against 3M or its successors.

17. “Effective Date” means the date on which the Court’s judgment approving this Stipulation, in substance materially the same as the form attached hereto as Exhibit B, becomes Final.

18. “Fairness Hearing” means the hearing or hearings before the Court to determine whether the Final Judgment Order should be entered and to consider related matters.

19. “Final,” with respect to the judgment or any other court order, means:

(a) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure; or (b) if there is an appeal from the judgment or order, (i) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (ii) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (a) the Fee and Expense Application (as hereinafter defined), or (b) the Plan of Distribution of the Net Settlement Fund (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

20. “Final Judgment Order” means the Order for Final Judgment approving the Settlement that is in substance materially the same as Exhibit B to this Stipulation.

21. “Litigation Expenses” means costs and expenses incurred by the Class Representatives or Class Counsel in connection with commencing, prosecuting and settling the Action, including any service awards for the Class Representatives directly related to their representation of the Class.

22. “Notice” means Notice of Class Action Determination, Proposed Settlement, and Hearing Thereon, substantially in the form attached hereto as Exhibit A-1, which is to be mailed to Class Members as directed by the Court and made available for download on a website to be maintained by the Claims Administrator.

23. “Plaintiffs’ Releasing Parties” means the Class Representatives and Class Members, the entities through which any of the Class Representatives or Class Members practice dentistry, the respective heirs, executors, administrators, owners, officers, directors, members, partners, employees, agents, representatives, predecessors, successors, and assigns of any of them, and any person or entity that has or claims to have rights through the Class Representatives or Class Members.

24. “Preliminary Approval Order” means an order granting preliminary approval of the Settlement that is in substance materially the same as Exhibit A to this Stipulation.

25. “Released Plaintiffs’ Claims” means any and all claims, liabilities, demands, actions, and causes of action of every kind and nature whatsoever, whether existing or not existing, asserted or unasserted, liquidated or unliquidated, absolute or contingent, direct or derivative, in law or in equity, arising out of federal, state, foreign, or common law, including Unknown Claims, that the Plaintiffs’ Releasing Parties have ever had, presently have, or may in the future have or claim to have, against Defendant or any of Defendant’s Releasees by reason of any matter, event, cause or thing whatsoever arising out of, based in whole or in part upon, relating to, or existing by reason of: (a) the placement and/or use of Lava Ultimate Restorative for crowns, cemented with 3M ESPE cements, 3M ESPE adhesives, or otherwise, including the performance or non-performance of such products; and (b) the facts, circumstances, events, acts, or failures to act alleged in the Action.

26. “Settlement” means the settlement between the Class Representatives and Defendant on the terms and conditions set forth in this Stipulation.

27. “Settlement Fund” means the sum of \$32,500,000, to be paid by Defendant as specified in ¶IV(D) of this Stipulation, including any interest accrued thereon after payment.

28. “Supplemental Claim Period” means the period starting immediately after the Bar Date and ending on June 15, 2020. Class Members may submit a Supplemental Claim Form for full or partial debonds that their patients experienced, and that the Class Member repaired or paid to have repaired after the Bar Date but on or before June 15, 2020.

29. “Supplemental Notice” means a Supplemental Notice, substantially in the form attached hereto as Exhibit A-2, which is to be mailed to Class Members after June 15, 2020 but before June 30, 2020 and made available for download on a website to be maintained by the Claims Administrator.

30. “Taxes” means: (a) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; and (b) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

31. “Unknown Claims” means any Released Plaintiffs’ Claims which the Class Representatives or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims which, if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Settlement. The Parties stipulate and agree that, upon the Effective Date of the Settlement, the Class Representatives shall expressly waive, and each of the Class Members who has not opted out shall be deemed to have waived, and by operation of the judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Class Representatives acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement. The Class Representatives further acknowledge, and all Class Members shall be deemed by operation of the Final Judgment Order to have acknowledged, that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matters of the Released Plaintiffs' Claims, but that it is their intention upon the Effective Date, to have, fully, finally, and forever settled and released any and all claims within the scope of the Released Plaintiffs' Claims, whether known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, which now exist, may hereafter exist or may heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts. All of the foregoing is the definition of "Unknown Claims."

B. The Court's Order Preliminarily Approving The Settlement

As soon as practicable after the execution of this Stipulation, Class Counsel shall apply to the Court for entry of an order that is in substance materially the same as the proposed Preliminary Approval Order attached hereto as Exhibit A, which shall specifically include provisions which:

1. Preliminarily approve the Settlement as embodied in this Stipulation as being fair, reasonable, and adequate to the Class;
2. For purposes of settlement only, preliminarily certify the Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), appoint the Class Representatives and Class

Counsel to represent the Class, and provide that the interests of Class Members in enforcing their rights in the Action will be fairly and adequately represented by the Class Representatives and by Class Counsel;

3. Provide that Class Counsel are authorized to enter into the Stipulation on behalf of the Class Representatives and the Class, and to bind the Class Representatives and Class Members to the duties and obligations contained herein, subject to final approval by the Court following the Fairness Hearing;

4. Appoint the firm of BrownGreer PLC to administer the notice procedure and the processing of claims (“Claims Administrator”), under the supervision of Class Counsel;

5. Approve (a) a Notice that is in substance materially the same as Exhibit A-1 attached hereto for transmission to Class Members in order to provide notice of the hearing for approval of the Settlement, (b) a Claim Form that is in substance materially the same as Exhibit A-2 attached hereto that must be submitted within ninety (90) days after the Bar Date set by the Court, (c) a Supplemental Notice that is in substance materially the same as Exhibit A-3 attached hereto for transmission to Class Members between June 15, 2020 and June 30, 2020 in order to inform them about the Supplemental Claim Period, and (d) a Supplemental Claim Form that is in substance materially the same as Exhibit A-4 that must be submitted after June 15, 2020 and by September 15, 2020;

6. Direct that the Claims Administrator mail the Notice and Claim Form to those Class Members who have been identified through Defendant’s records, as set forth

in the Preliminary Approval Order, and make the Notice and Claim Form available to Class Members on a settlement website or by calling a toll-free number;

7. Find that mailing and distribution pursuant to ¶¶IV(B)(5) and (6) above constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in said notices to all persons entitled to receive notice, and fully satisfy the requirements of due process, Fed. R. Civ. P. 23, and all other applicable laws and rules;

8. Require any Class Member who desires to request exclusion from the Class to submit a request for exclusion by the time and in the manner set forth in the Notice, and to provide the information required in the Notice;

9. Schedule a hearing to be held by the Court (“Fairness Hearing”) on a date at least 120 days after entry of the Preliminary Approval Order in order to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Class; (b) whether a final judgment should be entered that is in substance materially the same as Exhibit B attached hereto (“Final Judgment Order”); (c) whether the Class Representatives’ proposed Plan of Distribution attached as Exhibit A-5 should be approved as fair, reasonable, and adequate to the Class; (d) whether to approve the application of Class Counsel for an award of attorneys’ fees and Litigation Expenses, including service awards to the Class Representatives (“Fee and Expense Application”); and (e) any other matters that may be brought before the Court in connection with the Settlement;

10. Provide that any objections to the Settlement, the Plan of Distribution, or the Fee and Expense Application shall be heard, and any papers submitted in support of

said objections shall be received and considered by the Court at the Fairness Hearing (unless, in its discretion, the Court shall direct otherwise), only if, on or before a date to be specified in the Notice, persons making objections give notice of their intention to appear, and file with the Court and submit copies of such papers as they propose to submit in the manner described in the Notice;

11. Provide that, in order to share in the Net Settlement Fund, a Class Member must execute and submit a valid Claim Form and/or Supplemental Claim Form in the manner provided in the Notice with respect to Claim Forms, and in the manner provided in the Supplemental Notice with respect to Supplemental Claim Forms, and within such time as is stated in the respective forms;

12. Provide that a Claim Form and/or Supplemental Claim Form filed by mail shall be deemed to have been submitted when legibly postmarked by the U.S. Postal Service, if mailed by first-class mail, registered mail, or certified mail, postage prepaid, addressed in accordance with the instructions given in the Claim Form and/or Supplemental Claim Form, and that all other Claim Forms and/or Supplemental Claim Forms shall be deemed to have been submitted at the time they are actually received by the Claims Administrator;

13. Provide that, upon entry of the Final Judgment Order, the Class Representatives and all Class Members, whether or not they submit a timely Claim, shall be permanently enjoined and barred from asserting any claims (except through the Claim procedures) against Defendant and Defendant's Releases arising from the Released

Plaintiffs' Claims, and that the Class Representatives and all Class Members conclusively shall be deemed to have released any and all such Released Plaintiffs' Claims;

14. Provide that, upon the Effective Date, only persons who are Authorized Claimants shall have rights in the distribution of the Net Settlement Fund; and

15. Provide that the Fairness Hearing may, from time to time and without further notice to Class Members, be continued or adjourned by order of the Court.

C. Judgment To Be Entered By The Court Approving The Settlement

At the Fairness Hearing, the Class Representatives and Class Counsel shall ask the Court to enter the order described in this section. Upon approval by the Court of the Settlement, a final judgment shall be entered by the Court, pursuant to an Order for Final Judgment ("Final Judgment Order") that is in substance materially the same as Exhibit B attached hereto, which shall specifically include provisions which:

1. Approve the Settlement set forth in this Stipulation as fair, reasonable, and adequate to the Class, and direct consummation of the Settlement in accordance with the terms and provisions of this Stipulation;

2. Fully and finally dismiss the Action with prejudice, and without costs (except as may be provided herein) to any Party as against any other;

3. Provide that the Class Representatives and all Class Members shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged all Released Plaintiffs' Claims against Defendant and Defendant's Releasees, and shall

forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against Defendant or any of the Defendant's Releasees;

4. Notwithstanding ¶IV(C)(3) above, nothing in the Final Judgment Order shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Final Judgment Order;

5. Determine that Defendant has complied with the requirements of 28 U.S.C. §1715(b);

6. Approve the Plan of Distribution and order that payments be made to Authorized Claimants only in accordance with that plan;

7. Award Class Counsel from out of the Settlement Fund such attorneys' fees and Litigation Expenses as the Court may allow;

8. Direct that Supplemental Notice and Supplemental Claim Form be mailed to Class Members in accordance with the Plan of Distribution; and

9. Reserve jurisdiction over: (a) implementation of the Settlement and any distribution to Authorized Claimants, pursuant to further orders of the Court; (b) disposition of the Settlement Fund; (c) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to this Stipulation; and (d) the Parties, for the purpose of enforcing and administering this Stipulation.

D. Use Of The Settlement Fund And Notice And Settlement Administration

1. The Settlement Fund shall be the sum of \$32,500,000.

2. Within fifteen (15) business days after the Court enters the Preliminary Approval Order, Defendant shall deposit into an escrow account established at Associated Bank Corp., or another FDIC-insured financial institution, and denominated Associated Trust Company, N.A (the “Escrow Account”), the sum of \$500,000 (“Advance Notice Costs”).

3. Within fifteen (15) business days after the Court enters the Final Judgment Order, Defendant shall deposit an additional \$32,000,000 into the Escrow Account.

4. Defendant or Defendant’s Releasees shall not be liable to pay any amount except as set forth in ¶IV(D)(2) and (3) of this Stipulation.

5. The Settlement Fund shall be deemed to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed as provided in this ¶IV(D), or returned to Defendant as provided in ¶IV(D)(9) of this Stipulation.

6. Up until the Effective Date, the Escrow Account shall be under the control of Associated Bank Corp., on behalf of the Class Representatives, Class Counsel, the Class, and Defendant (“Escrow Agent”). The Escrow Agent shall cause the Settlement Fund to be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. The Escrow Agent shall cause all interest on the Escrow Account to be collected and reinvested. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing

such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

7. Before the Effective Date, no disbursements shall be made out of the Settlement Fund except: (a) upon order of the Court; or (b) as provided in this Stipulation.

8. Prior to the Effective Date, the Escrow Agent may pay from the Settlement Fund Administrative Expenses up to the maximum total amount of the Advance Notice Costs of \$500,000. After the Effective Date the Escrow Agent may pay from the Settlement Fund any additional, unpaid Administrative Expenses without further approval from Defendant or order of the Court. Defendant and Defendant's Releasees are not responsible for, and shall not be liable for, any Administrative Expenses.

9. If the Effective Date does not occur, or if this Stipulation is voided, terminated or cancelled for any reason, the Class Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with ¶IV(D)(8). Any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with ¶IV(D)(8), including all interest earned on the Settlement Fund net of any Taxes, shall be returned to

Defendant. No other person or entity shall have any further claim whatsoever to such amounts.

10. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished.

11. The Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Defendant and Defendant's Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendant will provide to Class Counsel the statement described in Treasury Regulation § 1.468B-3(e). Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and

without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendant and Defendant's Releasees shall have no responsibility or liability for the Taxes or for the acts or omissions of Class Counsel or their agents with respect to the payment of Taxes.

13. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Administrative Expenses incurred in accordance with ¶IV(D)(8); (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, referred to hereafter as the "Net Settlement Fund," shall be distributed to Authorized Claimants in accordance with the Plan of Distribution. If any amount remains after distribution to Authorized Claimants, it will be paid as described in ¶IV(D)(19) herein.

14. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing and approving or denying Claims, under Class Counsel's supervision and subject to the jurisdiction of the Court. Class Counsel shall participate in the review and determination of certain Claims, as described in the Plan of Distribution, and reserve the right to undertake other portions of the Claims review process. Class Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund, subject to Court approval. Class Counsel shall have the right, but not the obligation, to waive what they deem to be

formal or technical defects in any Claim Forms and/or Supplemental Claim Forms submitted, in the interests of achieving substantial justice.

15. The Parties intend to propose the Plan of Distribution that is detailed in Exhibit A-5. The Plan of Distribution is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular Plan of Distribution be approved by the Court. The Class Representatives and Class Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Distribution or any other plan of distribution in this Action.

16. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) All Class Members who wish to receive a payment in connection with the Settlement shall be required to submit to the Claims Administrator a completed Claim Form substantially in the form of Exhibit A-2 attached hereto, and/or a completed Supplemental Claim Form substantially in the form of Exhibit A-4 attached hereto, both being postmarked or submitted electronically by the respective due dates set by the Court. All Claim Forms and Supplemental Claim Forms must be signed under penalty of perjury and supported by such documents as are specified in the Claim Form and/or Supplemental Claim Form;

(b) All Claims based upon full or partial debonds of Lava Ultimate crowns that the Class Member repaired or paid to have repaired during the Claim Period

must be submitted on a Claim Form on or before a date that is ninety (90) days after the Bar Date. All claims based upon full or partial debonds of Lava Ultimate crowns that the Class Member repaired or paid to have repaired during the Supplemental Claim Period must be submitted on a Supplemental Claim Form after June 15, 2020 and by September 15, 2020. Any Class Member who fails to submit a timely Claim Form or a timely Supplemental Claim Form shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by order of the Court such Class Member's Claim Form and/or Supplemental Claim Form is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment Order;

(c) Each Claim Form and Supplemental Claim Form shall be submitted to and reviewed by the Claims Administrator and/or Class Counsel, who shall determine, in accordance with this Stipulation and the Plan of Distribution, the extent, if any, to which a Claim shall be allowed, subject to review pursuant to subparagraph (e) below as necessary;

(d) Claim Forms and Supplemental Claim Forms that do not meet the submission requirements may be rejected. After consulting with Class Counsel and Defendant, the Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review pursuant to subparagraph (e) below if the Claimant so desires and complies with the requirements of subparagraph (e); and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of issuance of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof. If a dispute concerning a Claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to retired Magistrate Judge Arthur J. Boylan. Judge Boylan's decision on the Claim shall be binding upon the Parties and the Class Members, without right of appeal.

17. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to any Claim submitted by the Claimant, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure; provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims. All Class Members waive trial by jury (to the extent any such right may exist) and any right of appeal or review solely with respect to determination of a Claim.

18. Class Counsel will apply to the Court, on notice to Defendant's counsel, for Class Distribution Orders: (a) approving the determinations concerning the acceptance and rejection of Claims; (b) approving payment of any incurred but unpaid Administrative Expenses; and (c) if the Effective Date has occurred, directing payment of

the Net Settlement Fund to Authorized Claimants in accordance with the Plan of Distribution.

19. To the extent any monies remain in the Net Settlement Fund more than 150 days after distributions made pursuant to the Plan of Distribution and in accordance with the Class Distribution Orders, the remaining balance shall be contributed to a not-for-profit organization(s) focused on dental health and/or consumer protection, to be recommended as set forth in the Plan of Distribution and approved by the Court.

20. Payment pursuant to the Class Distribution Orders shall be final and conclusive against all Class Members. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the Final Judgment Order to be entered in this Action, and will be permanently barred and enjoined from bringing any action against Defendant or Defendant's Releasees with respect to any and all of the Released Plaintiffs' Claims.

21. No person or entity shall have any claim or cause of action against the Class Representatives, Class Counsel, the Claims Administrator, or any other agent designated by Class Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Distribution as approved by the Court, or any order of the Court.

22. Defendant and Defendant's Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Distribution, the determination, administration, or calculation of Claims,

the payment or withholding of Taxes, the Escrow Account, the Escrow Agent, Administrative Expenses, or any losses incurred in connection with the foregoing. No person, including the Class Representatives, Class Members, and Class Counsel, shall have any claim of any kind against Defendant or Defendant's Releasees with respect to the matters set forth in this paragraph.

E. The Fee and Expense Application

1. Not later than fourteen (14) calendar days prior to the deadline for submitting objections/requesting exclusion from the Class set forth in the Notice, Class Counsel will apply to the Court for a collective award of attorneys' fees to be paid from (and out of) the Settlement Fund. Class Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request for service awards to the Class Representatives directly related to their representation of the Class, to be paid from (and out of) the Settlement Fund. Class Counsel warrant that any motion or application that they file requesting an award of attorneys' fees and Litigation Expenses will include within its scope all attorneys and law firms with a financial interest in any such award for the Settlement of the Action. All of the above is the "Fee and Expense Application."

2. Class Counsel have represented that they will not file a Fee and Expense Application that seeks attorneys' fees in excess of 33% of the Settlement Fund. Defendant reserves the right to object to or oppose all or any portion of the Fee and Expense Application.

3. It is agreed that the allowance or disallowance by the Court of the Fee and Expense Application is not a term or condition of the Settlement set forth in this Stipulation, and any order or proceeding relating thereto, or any appeal from any such order, shall not operate to terminate or cancel this Stipulation.

4. The amount awarded by the Court on the Fee and Expense Application shall be paid from the Settlement Fund within five (5) business days of the Effective Date. If the Court authorizes, Class Counsel may allocate amounts awarded to them in the manner they choose.

F. Conditions of Settlement; Effect of Disapproval, Cancellation and Termination

1. This Stipulation shall be deemed terminated and cancelled, and shall have no further force and effect whatsoever, if:

- (a) There is no Effective Date;
- (b) The Court fails to enter an order certifying the Class, preliminarily approving the Settlement, and directing that notice of the Settlement be given, in substance materially the same as ¶IV(B) and Exhibit A-1 hereto, or if such an order is entered, it later is reversed or materially modified, whether on appeal or otherwise; or
- (c) The Court fails to enter the Final Judgment Order as provided for in ¶IV(C), in substance materially the same as Exhibit B hereto, or if such a Final Judgment Order is entered, it later is reversed or materially modified, whether on appeal or otherwise (a reversal or modification of any proposed Plan of Distribution or of any award

pursuant to the Fee and Expense Application shall not be deemed a reversal or modification of the material terms of this Stipulation).

2. This Stipulation may be terminated by Defendant, in its sole and absolute discretion, by written notice to Class Counsel if any of the following events occurs:

(a) More than 270 days passes from the date of execution of the Stipulation, and no Final Judgment Order has been entered by the Court;

(b) Any of the Class Representatives excludes himself/herself/itself from the Class; or

(c) Dentists and/or dental practices who collectively purchased 20,000 or more Lava Ultimate blocks, and who fall within the definition of the Class, submit valid and timely requests for exclusion from the Class. Copies of requests for exclusion shall be simultaneously sent to Class Counsel and Defendant's counsel promptly upon receipt by the Claims Administrator.

Any notice given by Defendant pursuant to subparagraphs (b) and (c) must be given by no later than three (3) days before the Fairness Hearing.

3. In the event that this Stipulation is voided, terminated or cancelled, or fails to become effective for any reason whatsoever, then within fifteen (15) business days after written notice is sent by Defendant to the Escrow Agent and Class Counsel, the Escrow Agent shall cause the Settlement Fund and all interest earned thereon (subject to the expiration of any time deposit not to exceed 90 days) to be refunded to the Defendant, less any Administrative Expenses paid or incurred in accordance with the terms of

¶IV(D)(8) of this Stipulation. In such event, the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Stipulation, and they shall proceed in all respects as if this Stipulation, its exhibits, and any related agreements or orders, had never been executed. In such event, the Parties jointly will seek vacation of any order entered or actions taken in connection with this Stipulation.

G. Miscellaneous Provisions

1. This Stipulation and its exhibits constitute the entire agreement among the Parties hereto, and no representations, warranties or inducements have been made to any Party concerning this Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

2. All of the exhibits attached hereto are hereby incorporated by this reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

3. This Stipulation will be executed on behalf of the Parties hereto by their respective counsel of record. All counsel executing this Stipulation represent and warrant that they are authorized and empowered to execute this Stipulation on behalf of their stated client(s), and that the signature of such counsel is intended to and does legally bind stated client(s) of such counsel.

4. Class Counsel, on behalf of the Class, are authorized to take all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation

to effectuate its terms. Class Counsel also are authorized to enter into any modifications or amendments to this Stipulation on behalf of the Class which such counsel deem appropriate.

5. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Signatures may be originals, or facsimile or pdf. copies.

6. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to this Stipulation.

7. This Stipulation may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

8. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver, by that Party or by any other Party to this Stipulation, of any other prior or subsequent breach of this Stipulation. The waiver by one Party shall not be deemed a waiver by any other Party.

9. The Parties have entered into this Stipulation solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Stipulation may not be used by any third party against a Party. Further, neither this Stipulation, nor any document referred to herein, nor any action taken to carry out this Stipulation, is, may be construed as, or may be used as, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. Further, the Stipulation may not be construed as an admission by Defendant that a

litigation class could or should have been certified, and Defendant retains its right to challenge class certification if the Parties cannot obtain final approval of the Settlement for any reason. Pursuant to Fed. R. Evid. 408, entering into or carrying out this Stipulation, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever, other than to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense, or to enforce the provisions of this Stipulation or the provisions of any related agreement or exhibit hereto.

10. The Parties and their counsel agree that they will not initiate any press releases or contact, direct or indirect, with the public media, i.e., traditional print media and electronic media. The Parties further agree that in responding to any inquiries from the public media concerning the Action and/or the Settlement, they and their counsel will limit their comments to the provision of such factual information as is contained in the Notice, the Stipulation, the pleadings, and/or any of the various court orders in the Action. They may further state to the effect that “the matter has been settled to the satisfaction of all parties.” However, Class Counsel may communicate privately with the Class Representatives or a Class Member concerning the Settlement, and Defendant may make

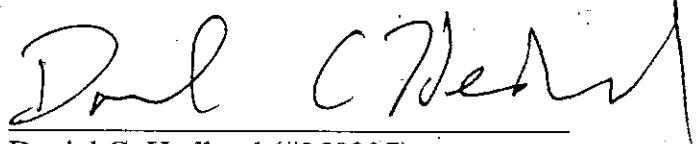
such public disclosures about the Action and the Settlement as the federal securities laws require.

11. All terms of this Stipulation and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Minnesota, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

12. The Parties and their counsel agree to use their best efforts, and to take all reasonable steps necessary, to obtain the entry of the Preliminary Approval Order and the Final Judgment Order, and to effectuate the Settlement set forth in this Stipulation.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of the date stated above.

Date: March 25, 2019.



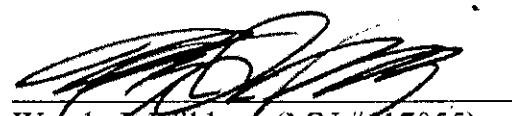
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Attorneys for Defendant 3M Company

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT**

WHEREAS, Plaintiffs in the above-described class action (“Action”) have applied for an order, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Action, in accordance with a Stipulation of Settlement (the “Stipulation” or “Settlement”) entered into by the Parties as of March 25, 2019 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Action upon the terms and conditions set forth in the Stipulation;

WHEREAS, all defined terms used in this Order have the same meanings as set forth in the Stipulation;

NOW, THEREFORE, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, upon the agreement of the Parties, and after consideration of the Stipulation and its exhibits,

EXHIBIT A

IT IS HEREBY ORDERED that:

1. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Stipulation and the exhibits attached thereto, are preliminarily approved pending a final hearing on the Settlement as provided herein.

2. For purposes of the Settlement only, the Court finds and determines that the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class consisting of all dentists or dental practices in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who purchased 3M's Lava Ultimate Restorative, applied the product as a dental crown, and had patients who experienced one or more full or partial debonds on or before June 15, 2020, excluding any dentists and dental practices (a) who submit a valid and timely request for exclusion pursuant to the Notice required by this Order, or (b) who released their claims against Defendant in connection with private individual settlements. All of the above are the "Class."

3. For purposes of the Settlement only, the Court finds and determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that Angela Ferrari, D.D.S., Angela M. Ferrari, D.D.S., Inc., Edward Shapiro, D.D.S., Pacific Holistic Dental, Inc., Jerry Yu, D.D.S., Jerry Yu Dental Corp. d/b/a Grand Avenue Smiles, James Lewis D.M.D., James C. Lewis, D.M.D., P.A., Lazaro Fernandez, D.D.S., Lazaro Fernandez, D.D.S., P.A., d/b/a Fernandez Dental Center-Miami Lakes Fernandez Dental Office, Vikram Bhatia, D.D.S., Jeffrey Chen, D.D.S., Brookhaven Dental Associates, P.C., Johns Creek Dental Associates, P.C., Justin Ebersole, D.D.S., Parsons Dental Care, LLC, Mike

EXHIBIT A

Henrickson, D.D.S., Dr. Myron Henrickson, Henrickson Dental PLC, Mary Gadbois, D.D.S., Cherry Hill Dental Associates, Inc., Dominick Lembo, D.M.D., Dr. Dominick Lembo, D.M.D., P.C. d/b/a Belmont Dental Associates, Jonathan Banker, D.D.S., Banker Dental Associates, P.A., Dr. Timothy Rauch, D.D.S., Desert Ridge Dental, Anthony J. Peppy D.D.S., Samuel Peppy D.D.S., Peppy Dental, Paul Bookman, D.M.D., Bryn Mawr Dental Associates, LTD, David Dudzinski, D.D.S., D&N Dental PLLC d/b/a Creekview Dental, Bruce Sherrill, D.D.S., Brent Robinson D.D.S., Robinson Dental P.S., Sean Couch D.D.S., and Sean M. Couch D.D.S. P.S. d/b/a Kingston Dental (“Class Representatives”) will fairly and adequately represent the interests of the Class in enforcing their rights in the Action, and appoints them as Class Representatives.

4. For purposes of the Settlement, the Court appoints Daniel C. Hedlund of Gustafson Gluek PLLC and Warren T. Burns of Burns Charest LLP as Class Counsel to act on behalf of the Class and the Class Representatives with respect to the Settlement. The Court authorizes Class Counsel to enter into the Stipulation on behalf of the Class Representatives and the Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

5. The firm of BrownGreer PLC is appointed as Claims Administrator to administer the notice procedure and the processing of claims, under the supervision of Class Counsel.

6. Having reviewed the proposed forms submitted by the Parties for a Notice of Class Action Determination, Proposed Settlement, and Hearing Thereon (“Notice”) (Exhibit A-1 to the Stipulation), Supplemental Notice (Exhibit A-2 to the Stipulation),

EXHIBIT A

Claim Form (Exhibit A-3 to the Stipulation), and Supplemental Claim Form (Exhibit A-4 to the Stipulation), the Court approves, as to form and content, such Notice, Claim Form, Supplemental Notice, and Supplemental Claim Form.

7. The Court directs that the Claims Administrator cause copies of the Notice and the Claim Form to be mailed to all members of the Class who can be identified through Defendant's records. The mailing is to be made by first class United States mail, postage prepaid, within thirty (30) calendar days of entry of this Order. Contemporaneously with the mailing, the Claims Administrator shall cause copies of the Stipulation, Notice, Claim Form, and Plan of Distribution that is Exhibit A-5 to the Stipulation, in forms available for download, to be posted on a website developed for the Settlement.

8. The Court finds and determines that (a) mailing of the Notice and Claim Form, and (b) provision of the Stipulation, Notice, Claim Form, and Plan of Distribution on the website for the Settlement, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

9. Any person or entity falling within the definition of the Class may, upon request, be excluded or "opt out" from the Class. Any such person or entity who desires to request exclusion from the Class must submit a written request for exclusion. Such a request for exclusion must state the name and address of the person or entity requesting

EXHIBIT A

exclusion; be signed by the person requesting exclusion, or by an authorized representative of the entity requesting exclusion and be mailed to the Claims Administrator such that it is postmarked at least twenty-one (21) calendar days prior to the Fairness Hearing. All persons and entities who submit valid and timely requests for exclusion as set forth in this Order and the Notice shall have no rights under the Settlement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement or any final judgment entered in this Action.

10. A hearing will be held by this Court in the Courtroom of The Honorable Donovan W. Frank, United States District Court for the District of Minnesota, in Courtroom █ of the Warren E. Burger Federal Building, 316 N. Robert Street, St. Paul, Minnesota 55101, at █.m. on █, 2019 (“Fairness Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Class; (b) whether the Final Judgment Order should be entered in substance materially the same as Exhibit B to the Stipulation; (c) whether the proposed Plan of Distribution should be approved as fair, reasonable, and adequate to the Class; (d) whether to approve the application of Class Counsel for an award of attorneys’ fees and Litigation Expenses, including service awards to the Class Representatives (“Fee and Expense Application”); and (e) any other matters that may properly be brought before the Court in connection with the Settlement. The Fairness Hearing is subject to continuation or adjournment by the Court without further notice to the Class. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

EXHIBIT A

11. At least seven (7) calendar days prior to the Fairness Hearing, Class Counsel shall cause an affidavit or declaration to be filed with the Court certifying that the Notice has been provided as directed in ¶¶ 6 and 7 of this Order.

12. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel.

13. Any Class Member who wishes to object to the Settlement, the Plan of Distribution, and/or the Fee and Expense Application, or to appear at the Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Plan of Distribution should not be approved, or why the Fee and Expense Application should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have submitted the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, at least twenty-one (21) calendar days prior to the Fairness Hearing as set forth in the Notice. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and, if not filed by counsel, be signed by the objector; (b) must contain the specific reasons for each objection, including any legal and evidentiary support that the Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Class. An objecting Class Member who intends to

EXHIBIT A

appear in person at the Fairness Hearing must include a statement in their objection indicating their intention to appear at the Fairness Hearing.

14. Any Class Member who does not make their objections in the manner and by the date set forth in ¶13 of this Order shall be deemed to have waived any objections, and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

15. All Class Members who had patients who experienced any full or partial debond of a Lava Ultimate crown on or before June 15, 2020 shall be entitled to share in the Settlement Fund. Any Class Member who wishes to obtain a payment from the Settlement Fund must submit a Claim Form during the Claim Period and/or a Supplemental Claim Form during the Supplemental Claim Period. Such Class Member must: (a) fully complete and sign the Claim Form and/or Supplemental Claim Form without material deletions or modifications of any printed text, and under penalty of perjury; (b) append to the Claim Form and/or Supplemental Claim Form adequate supporting documentation as specified in the respective form; (c) if the person executing the form is acting in a representative capacity, append a certification of his or her current authority to act on behalf of the Class Member; (d) for claims based upon full or partial debonds of Lava Ultimate crowns that the Class Member repaired or paid to have repaired during the Claim Period, submit a Claim Form to the Claims Administrator so that it is postmarked, or submitted electronically, no later than ninety (90) calendar days after the Bar Date; and (e) for claims based upon full or partial debonds of Lava Ultimate crowns that the Class Member repaired or paid to have repaired during the Supplemental

EXHIBIT A

Claim Period, submit a Supplemental Claim Form to the Claims Administrator so that it is postmarked, or submitted electronically, after June 15, 2020 and by September 15, 2020. Any Class Member who does not submit a timely Claim Form or Supplemental Claim Form in accordance with these instructions shall be barred from receiving any payment from the Settlement Fund. The Claims Administrator, in consultation with Class Counsel and Defendant's counsel, shall have the discretion, but not the obligation, to accept late-submitted forms for processing by the Claims Administrator, so long as distributions of the Net Settlement Fund to Class Members are not materially delayed thereby. No person shall have any claim against the Claims Administrator, Class Counsel, or Defendant's counsel, by reason of the decision to exercise discretion whether to accept late-submitted Claim Forms and/or Supplemental Claim Forms.

16. Upon the entry of the Court's order for final judgment after the Fairness Hearing, the Class Representatives and all Class Members shall be permanently enjoined and barred from asserting any claims (except through the Claim procedures) against Defendant and Defendant's Releasees arising from Released Plaintiffs' Claims, and the Class Representatives and all Class Members conclusively shall be deemed to have fully, finally, and forever released any and all such Released Plaintiffs' Claims.

17. Upon the Effective Date of the final judgment contemplated by ¶IV(C) of the Stipulation, only persons and entities who are Class Members shall have rights in the distribution of the Settlement Fund created by the Settlement, except as provided in the Stipulation.

EXHIBIT A

18. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Stipulation or further order of the Court.

19. All opening briefs and supporting documents in support of a request for final approval of the Settlement, the Plan of Distribution, and the Fee and Expense Application, must be filed and served at least thirty-five (35) calendar days prior to the Fairness Hearing. Any reply papers must be filed and served no later than seven (7) calendar days prior to the Fairness Hearing.

20. The Court reserves the right to adjourn or continue the Fairness Hearing, and any adjournment or continuance may be without further notice of any kind to the Class, other than oral announcement at the Fairness Hearing or at any later hearing.

Date: _____, 2019

Donovan W. Frank
United States District Judge



DENTAL CROWN SETTLEMENT

Read this notice carefully. Your legal rights may be affected whether you act or don't act.

If you purchased Lava Ultimate Restorative CAD/CAM blocks made by 3M Company, placed those blocks as crowns, and had patients who experienced any full or partial debonding of those crowns, you could get a payment from a \$32.5 million class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

You must submit a claim to get paid.

- A proposed settlement has been reached in a class action lawsuit concerning whether Lava Ultimate Restorative blocks made by 3M Company (“3M”) and sold to dentists and dental practices performed as warranted or represented when the blocks were milled and seated as dental crowns.
- You are receiving this notice because 3M’s records indicate that you purchased Lava Ultimate Restorative dental blocks. If you seated dental crowns milled from those blocks before June 15, 2015 and any of those crowns have already debonded or do debond by June 15, 2020, then you are a member of this settlement class, your rights are affected, and you have the following options:

| OPTION | RESULT |
|-----------------------------------|--|
| SUBMIT A CLAIM BY [DATE] | To get a payment, you must submit a claim form and any supporting documentation by [DATE] for debonds repaired on or before [DATE]. You can submit a claim form quickly and easily online at www.DentalCrownSettlement.com . If you can’t access the internet, we have enclosed a hard copy claim form with this notice that you can use if necessary. We will send you a separate notice at a later time with instructions for when and how to file a claim for debonds repaired after [DATE]. |
| DO NOTHING | If you do nothing, you will remain in the settlement but will not receive a payment from the settlement and will lose your claims against 3M and others related to this settlement. Questions 10 and 11 provide more details on what you give up. |
| EXCLUDE YOURSELF BY [DATE] | You can ask not to be a part of the settlement, receive no money, but keep the right to sue 3M separately. Questions 14, 15, and 17 provide more information on this option. |
| OBJECT BY [DATE] | You can tell the Court you don’t want the settlement to be approved and why. Questions 16 and 17 provide more information on this option. You cannot object if you exclude yourself. |
| GO TO A HEARING | The Court will hold a hearing on [DATE] at [TIME]. You can ask to speak at that hearing. Questions 18, 19, and 20 provide more details. |

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

BASIC INFORMATION

1. Why did I get this notice?

A federal court authorized this notice because you have the right to know about the proposed settlement of a class action lawsuit (the “Settlement”), and about all of your rights and options, before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Hon. Donovan W. Frank of the United States District Court for the District of Minnesota is overseeing this class action. The case is known as *Bhatia, et al. v. 3M Company*, File No. 0:15-cv-01304-DWF-DTS (the “Action”). The Action was filed by 39 dentists and/or dental practices who are called the “Plaintiffs.” They sued 3M Company, which is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs claim that Lava Ultimate Restorative dental blocks made by 3M did not perform as warranted or represented when the blocks were milled and seated as dental crowns. In particular, Plaintiffs claim that crowns made from Lava Ultimate experienced a much higher rate of debonding than crowns made from other materials, and that characteristics of the Lava Ultimate material caused or contributed to the debonding.

3M denies Plaintiffs’ claims and allegations.

The Settlement resolves all of the claims in the Action against 3M, as well as claims that could have been made in the Action or that arise out of the allegations in the Action against 3M and others called “Defendant’s Releasees” (explained more fully in Question 10) related to Lava Ultimate blocks when used for dental crowns. By entering into the Settlement, 3M is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called the Class Representative(s), sue on behalf of all persons and entities who have similar claims. All of these persons and/or entities are referred to collectively as a Class, and these individual persons and entities are known as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives appointed by the Court in the Action to represent the Class are Angela Ferrari, D.D.S., Angela M. Ferrari, D.D.S., Inc., Edward Shapiro, D.D.S., Pacific Holistic Dental, Inc., Jerry Yu, D.D.S., Jerry Yu Dental Corp. d/b/a Grand Avenue Smiles, James Lewis D.M.D., James C. Lewis, D.M.D., P.A., Lazaro Fernandez, D.D.S., Lazaro Fernandez, D.D.S., P.A., d/b/a Fernandez Dental Center-Miami Lakes Fernandez Dental Office, Vikram Bhatia, D.D.S., Jeffrey Chen, D.D.S., Brookhaven Dental Associates, P.C., Johns Creek Dental Associates, P.C., Justin

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

Ebersole, D.D.S., Parsons Dental Care, LLC, Mike Henrickson, D.D.S., Dr. Myron Henrickson, Henrickson Dental PLC, Mary Gadbois, D.D.S., Cherry Hill Dental Associates, Inc., Dominick Lembo, D.M.D., Dr. Dominick Lembo, D.M.D., P.C. d/b/a Belmont Dental Associates, Jonathan Bunker, D.D.S., Bunker Dental Associates, P.A., Dr. Timothy Rauch, D.D.S., Desert Ridge Dental, Anthony J. Peppy D.D.S., Samuel Peppy D.D.S., Peppy Dental, Paul Bookman, D.M.D., Bryn Mawr Dental Associates, LTD, David Dudzinski, D.D.S., D&N Dental PLLC d/b/a Creekview Dental, Bruce Sherrill, D.D.S., Brent Robinson D.D.S., Robinson Dental P.S., Sean Couch D.D.S., and Sean M. Couch D.D.S. P.S. d/b/a Kingston Dental.

4. Why is there a Settlement?

The Class Representatives and 3M do not agree on who is right and who is wrong. This case has not gone to trial, and the Court has not decided in favor of either the Class Representatives or 3M. Instead, the Class Representatives and 3M have agreed to a settlement, which is an agreement between a plaintiff and a defendant to resolve a lawsuit. The Class Representatives and Class Counsel believe the Settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses raised by 3M. If there were no settlement, a class might not be certified. Even if a class were certified and the Class Representatives were to win at trial, 3M could file an appeal whose outcome would be uncertain.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Class Member if you are a dentist or dental practice in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, or Guam who purchased 3M's Lava Ultimate Restorative and applied the product as a dental crown before June 15, 2015, and one or more of your patients experienced one or more full or partial debonds on or before June 15, 2020.

6. Are there exceptions to being included?

Yes. The Class does not include persons or entities who exclude themselves from the Class, as described in Question 14, and dentists and dental practices who previously released any claims against 3M in connection with private individual settlements.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

3M will create a \$32,500,000 Settlement Fund. After deducting Court-approved attorneys' fees, costs, and expenses, service awards to the Class Representative, taxes due on any interest earned on the Settlement Fund, if necessary, and any notice and claims administration expenses, the balance (the "Net Settlement Fund") will be distributed to Class Members in accordance with the Court-approved Plan of Distribution that appears as Exhibit A-5 to the Stipulation of Settlement that you can view or download at www.DentalCrownSettlement.com.

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

8. What can I get from the Settlement?

Your share of the Net Settlement Fund will depend on, among other things: (a) the number of Class Members who exclude themselves from the Class; (b) the amount of notice and administration costs incurred in connection with the Settlement; (c) the amount awarded by the Court for attorneys' fees, costs, and expenses, and for service awards to the Class Representatives; and (d) the results of claims submitted by Class Members.

The Settlement will allow Class Members to submit claims during either or both of two time periods: (a) the Claim Period and (b) the Supplemental Claim Period. The Claim Period covers claims based upon full or partial debonds of Lava Ultimate crowns that the Class Member repaired or paid to have repaired on or before _____, 2019. A Class Member who wishes to make a claim for the Claim Period must submit a Claim Form by [DATE], which can be done quickly and easily online at www.DentalCrownSettlement.com or in hard copy using the form enclosed with this notice. The Supplemental Claim Period covers claims based upon full or partial debonds of Lava Ultimate crowns that the Class Member repairs or pays to have repaired between _____, 2019 and June 15, 2020. A Class Member who wishes to make a claim for the Supplemental Claim Period must submit a Supplemental Claim Form between June 15, 2020 and [DATE]. A Supplemental Claim Form will be available online and will be mailed to you with a later notice. As the Plan of Distribution explains, 90% of the Net Settlement Fund will be available for claims filed during the Claim Period, and 10% of the Net Settlement Fund (plus any amounts remaining after payments are made to claims filed during the Claim Period) will be available for claims filed during the Supplemental Claim Period.

The Settlement allows for Class Members to elect one of two ways to value their claim for each debond:

- (a) A Class Member may choose to claim a Fixed Amount of \$250 per debond by completing the Claim Form; or
- (b) A Class Member may choose to claim an amount higher than \$250 per debond for his unreimbursed out-of-pocket-loss caused by a debond. This amount, referred to as a Documented Amount claim, may vary from Class Member-to-Class Member and from tooth-to-tooth, depending upon the actual out-of-pocket loss experienced by the Class Member and the sufficiency of the evidence submitted to support the claimed loss. To make a Documented Amount claim, a Class Member must complete the Claim Form and provide the additional information and documents called for in Section [#] of the Claim Form.

All claims will be reviewed and a determination will be made for each Class Member whether his claim is valid and if so, of the amount of that Class Member's Final Allowed Claim. The Final Allowed Claim for a Class Member will be the sum of that Class Member's Fixed Amount claim and Documented Amount claim that have been determined to be valid.

The amount that each claimant receives will depend upon the total dollar value of valid claims submitted. If the total dollar value of claims exceeds the amount of funds available for distribution, each eligible claimant's award will be reduced proportionately. For example, if the Class

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

Member's Final Allowed Claim represents 1% of the total amount of all Class Members' Final Allowed Claims, then the Class Member will receive 1% of the funds distributed.

If there are funds remaining after distribution to all Class Members of 100% of their Final Allowed Claims, then Class Counsel will make a proposal to the Court for what to do with those funds, with the priority focused on additional payments to Class Members if it is cost-effective to do so. If it is not cost-effective, Class Counsel will propose that the remaining funds be paid to a not-for-profit organization focused on dental health and/or consumer protection that has been approved by the Court.

Further information about the claims process and how the Net Settlement Fund will be distributed is contained in the Plan of Distribution approved by the Court, which is available at www.DentalCrownSettlement.com.

9. How and when will I receive a Settlement payment?

If the Court grants final approval of the Settlement, there are no appeals, and you submit a valid and timely Claim Form, you will receive a Settlement payment in the form of a check mailed to you within approximately 120 days of final approval. The check will be mailed to the same address as this notice or the address provided on your Claim Form. If you move before you receive your Settlement payment, you will need to notify the Claims Administrator in writing of your new address. If there are appeals, then your payment will be delayed until after those appeals resolve in favor of the Settlement.

10. What am I giving up to get a Settlement payment or stay in the class?

If you are a Class Member and you do not exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, or be part of any other lawsuit, legal proceeding, or claim against 3M and Defendant's Releasees about the legal issues in this Action and released by the Stipulation of Settlement.

The specific rights you are giving up are called the Released Plaintiffs' Claims (see Question 11). You are giving up the Released Plaintiffs' Claims against 3M and the Defendant's Releasees. The Defendant's Releasees are 3M and its officers, directors, shareholders, owners, partners, employees, agents, representatives, attorneys, insurers, suppliers, distributors, employees and representatives of distributors, sellers of products, predecessors, successors, and assigns, and all affiliated, parent, and subsidiary corporations, and all persons and entities who might have claims for contribution indemnity against 3M or its successors.

11. What are the Released Plaintiffs' Claims?

The Released Plaintiffs' Claims are any and all claims, liabilities, demands, actions, and causes of action of every kind and nature whatsoever, whether existing or not existing, asserted or unasserted, liquidated or unliquidated, absolute or contingent, direct or derivative, in law or in equity, arising out of federal, state, foreign, or common law, including Unknown Claims, that any

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

Class Member or the entities through which the Class Member practices dentistry, their respective heirs, executors, administrators, owners, officers, directors, members, partners, employees, agents, representatives, predecessors, successors, and assigns, and any person or entity that has or claims to have rights through the Class Member (all of them are the “Plaintiffs’ Releasing Parties”), have ever had, presently have, or may in the future have or claim to have, against 3M or any of Defendant’s Releasees by reason of any matter, event, cause or thing whatsoever arising out of, based in whole or in part upon, relating to, or existing by reason of: (a) the placement and/or use of Lava Ultimate Restorative for crowns, cemented with 3M ESPE cements, 3M ESPE adhesives, or otherwise, including the performance or non-performance of such products; and (b) the facts, circumstances, events, acts, or failures to act alleged in the Action.

Further detail and information about what you are agreeing to and giving up is detailed in the Stipulation of Settlement, which is available at www.DentalCrownSettlement.com or by calling [NUMBER].

THE LAWYERS REPRESENTING CLASS MEMBERS

12. Do I have a lawyer in this case?

Yes, the Court has appointed Daniel C. Hedlund of Gustafson Gluek PLLC and Warren T. Burns of Burns Charest LLP as Class Counsel to represent Class Members for purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

13. How will the lawyers be paid?

Class Counsel will file an application asking the Court to award them attorneys’ fees of up to one-third of the Settlement Fund and for reimbursement of costs and expenses of up to \$150,000. Class Counsel will also ask the Court to reimburse the costs of administering this Settlement. They also will ask the Court to approve a combined amount of up to \$260,000 in service awards to the eighteen Class Representatives. If awarded, these amounts will be deducted from the Settlement Fund before making any payments to Class Members. Class Counsel’s application for attorneys’ fees and expenses will be filed with the Court by ___, 2019 and posted on the Settlement website.

The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you are a Class Member and want to keep any right you may have to sue or continue to sue the 3M or the Defendant’s Releasees on your own based on the claims raised in this Action or the matters covered by Released Plaintiffs’ Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement. To exclude yourself from the Class and the Settlement, you must submit a request for exclusion. Such

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

a request for exclusion must: (a) state the name and address of the person or entity requesting exclusion; (b) be signed by the person requesting exclusion, or by an authorized representative of the entity requesting exclusion; and (c) be mailed to the Claims Administrator at the address below, postmarked no later than [REDACTED], 2019:

[ADDRESS]

You cannot exclude yourself by telephone or by email. If you ask to be excluded, you will not receive a Settlement payment, and you cannot object to the Settlement. If you ask to be excluded in conformity with this notice, you will not be legally bound by anything that happens in this Action.

15. If I do not exclude myself, can I sue 3M for the same thing later?

No. Unless you exclude yourself, you give up any right to sue 3M or Defendant's Releasees for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit, to be part of any other lawsuit, or to make any other claims or demands against 3M or the Defendant's Releasees. If you have a pending lawsuit or claim, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement, or Class Counsel's motion for attorneys' fees and Litigation Expenses, or any service awards to the Class Representatives, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in *Bhatia, et al. v. 3M Company*, File No. 0:15-cv-01304-DWF-DTS. You must include your (a) name, (b) address, (c) telephone number, (d) signature, (e) statement containing all of the reasons you object to the Settlement, and (f) documents sufficient to prove your membership in the Class. You must also include copies of any documents you wish the Court to consider. Mail the objection to all four addresses listed below, postmarked by no later than [REDACTED], 2019, so the Court will consider your views:

| The Court | Plaintiffs' Counsel | 3M's Counsel |
|--|--|---|
| Clerk of the Court United States District Court District of Minnesota [ADDRESS] | Daniel C. Hedlund GUSTAFSON GLUEK PLLC 120 S. 6th St., Ste. 2600 Minneapolis, MN 55402 <i>and</i> Warren T. Burns BURNS CHAREST LLP 900 Jackson St., Ste. 500 Dallas, TX 75202 | Wendy J. Wildung FAEGRE BAKER DANIELS LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402 |

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

17. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (meaning, you do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING**18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on _____, 2019 at _____.m. before The Honorable Donovan W. Frank, United States District Judge for the District of Minnesota, Courtroom ___, Warren E. Burger Federal Building, 316 N. Robert Street, St. Paul, Minnesota 55101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel for attorneys' fees and Litigation Expenses, and whether to make service awards to the Class Representatives.

If you wish to attend the Fairness Hearing and be heard orally in opposition to the Settlement, the Plan of Distribution, the application for attorneys' fees and Litigation Expenses, and/or the request for payment of service awards to the Class Representatives, you must indicate in your written objection, submitted as described in Question 16, that you intend to appear at the Fairness Hearing. Your written objection must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Fairness Hearing.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection as described in Question 16 and it is received on time, the Court will consider it.

20. May I speak at the Fairness Hearing?

Yes. If you wish to attend and speak at the Fairness Hearing, you must indicate this in your written objection (see Question 16). Your written objection must state that it is your intention to appear at the Fairness Hearing, and you must identify any witnesses you may call to testify or exhibits you intend to introduce at the Fairness Hearing. If you plan to have your attorney speak for you

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

at the Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will remain in the Class and give up the rights explained in Questions 10 and 11. You will be eligible to receive a Settlement payment, but to receive one you must follow the claims procedures explained in Question 8 and on the Claim Form.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. Complete details are provided in the Stipulation of Settlement. The Stipulation of Settlement and other related documents are available at www.DentalCrownSettlement.com or by calling [TOLL-FREE NUMBER] or by writing to [CLAIMS ADMINISTRATOR ADDRESS]. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of Minnesota or reviewing the Court's online docket.

If you have questions you may contact Class Counsel at [CONTACT INFORMATION].

Do not contact the Court regarding this notice. The Court cannot answer any questions.



Notice of Supplemental Claim Period DENTAL CROWN SETTLEMENT

Read this notice carefully. Your legal rights may be affected whether you act or don't act right.

If you purchased Lava Ultimate Restorative CAD/CAM blocks made by 3M Company, placed those blocks as crowns before June 15, 2015, and had a patient who experienced any full or partial debonding of those crowns at any time from [DATE] through June 15, 2020, you could get a payment from a \$32.5 million class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

You must submit a claim to get paid.

| | |
|---------------------------------------|--|
| What's happened? | On _____, 2019, the United States District Court for the District of Minnesota (the “Court”) approved a class action settlement (the “Settlement”) in a case called Bhatia, et al. v. 3M Company, File No. 0:16-cv-01304-DWF-DTS (the “Action”). The Action concerned whether Lava Ultimate Restorative blocks made by 3M Company (“3M”) and sold to dentists and dental practices performed as warranted or represented when the blocks were milled and seated as dental crowns. |
| Didn't I already get a notice? | <p>The Court previously sent you a notice on [DATE] (the “Notice”) because 3M’s records indicated that you purchased Lava Ultimate Restorative dental blocks. That Notice explained your legal rights and options and provided instructions for how to file a claim requesting settlement benefits for any full or partial debonds your patients seated with Lava Ultimate Restorative dental crowns experienced and that you repaired or paid to have repaired on or before [DATE]. Claims related to debonds repaired during that period were due by [DATE] and may no longer be submitted.</p> <p>The Notice also explained that claims related to any full or partial debonds that you repaired or paid to have repaired at any time from [DATE] through June 15, 2020 must be filed after June 15, 2020 and by [DATE]. The Court authorized this supplemental notice to remind you of this second claim period.</p> |

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

| | |
|--|--|
| What do I do now? | If you purchased Lava Ultimate Restorative, seated dental crowns milled from those blocks before June 15, 2015, and one or more of your patients experienced one or more full or partial debonds that you repaired or paid to have repaired at any time from [DATE] through June 15, 2020, you must submit a Supplemental Claim Form and any supporting documentation after June 15, 2020 and by September 15, 2020 to receive a payment. You can submit a Supplemental Claim Form quickly and easily online at www.DentalCrownSettlement.com . If you can't access the internet, we have enclosed a hard copy Supplemental Claim Form with this supplemental notice that you can use if necessary. |
| What can I get now? | As was the case during the initial claim period, you may elect one of two ways to value your supplemental claim for each full or partial debond. You can choose to claim (1) a fixed amount of \$250 per debond or (2) an amount higher than \$250 per debond for unreimbursed, out-of-pocket loss caused by a debond. To make either kind of claim, you must provide the information and documents listed in the Supplemental Claim Form for that kind of claim. After making payments for eligible claims filed for debonds repaired before [DATE], there remains approximately \$_____ to pay claims related to debonds repaired at any time from [DATE] through June 15, 2020. The amount that you receive will depend upon the total dollar value of valid supplemental claims submitted. If the total dollar value of supplemental claims exceeds \$_____, each eligible claimant's award will be reduced proportionately. For example, if the award represents 1% of the total amount of all awards, then the claimant will receive 1% of the funds distributed. |
| When and where will I get my check? | If you submit a valid supplemental claim, you will receive a payment in the form of a check mailed to you on or around [DATE] at the address provided on your Supplemental Claim Form. If you plan to move near or after [DATE], you will need to notify the Claims Administrator promptly in writing of your new address. |
| How do I get more information? | For additional information about the Settlement and how to submit a Supplemental Claim. <ul style="list-style-type: none"> • Visit the Settlement website at www.DentalCrownSettlement.com; • Call the Settlement program's toll-free number at [TOLL-FREE NUMBER]; • Write to the Claims Administrator at [CLAIMS ADMINISTRATOR ADDRESS]. If you have additional questions, you may contact Class Counsel at [CONTACT INFORMATION]. Publicly-filed documents about the Action can also be obtained by visiting the office of the Clerk of the United States District Court for the District of Minnesota or reviewing the Court's online docket. |

Do not contact the Court regarding this notice. The Court cannot answer any questions.

QUESTIONS? VISIT www.DentalCrownSettlement.com or CALL 1-833-TBD-TBD1

Dental Crown Settlement

Bhatia v. 3M Co., No. 0:16-cv-01304

U.S. District Court for the District of Minnesota

CLAIM FORM

For Full or Partial Debonds Repaired on or before [DATE]

Complete this Claim Form if you are a dentist or dental practice in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, or Guam who purchased 3M ESPE Lava Ultimate CAD/CAM Restorative (“Lava Ultimate”), applied the product as a dental crown before June 15, 2015, and had patients who experienced one or more full or partial debonds that you repaired or paid to have repaired on or before [DATE].

You can submit an electronic Claim Form in just a few quick and easy steps on the settlement website at www.DentalCrownSettlement.com. The online filing system is quicker, more efficient, and will ask you only those questions required for your claim.

If you cannot submit your claim online, complete, sign, and return this Claim Form to: Dental Crown Settlement Claims Administrator, P.O. Box [xxxxx], Richmond, VA [xxxxx].

You must submit your Claim Form online at www.DentalCrownSettlement.com or mail it postmarked on or before [DATE].

I. CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications relevant to this claim. If your contact information changes, you must notify the Claims Administrator in writing at the mailing or email address above. **While both dentists and dental practices are eligible to participate in the Settlement, the person or entity that made the purchase of Lava Ultimate should file the claim. In other words, if the practice made the purchase, the practice is the correct Claimant Name to enter below. Duplicate claims will not be allowed.**

| | | | |
|---|---|------------------|-------------------|
| Notice ID (Your unique Notice ID appears on the envelope that enclosed your Class Notice.) | | | |
| Claimant Name (The Claimant is the entity or person who purchased Lava Ultimate.) | Last Name/Business Name | First Name | Middle Name |
| Name and Title of Person Filling Out this Form | Last Name | First Name | Middle Name |
| Taxpayer Identification Number | ____-____-____-____-____ | Telephone Number | (____) ____-_____ |
| Mailing Address | Street/P.O. Box City State Zip | | |
| Contact Email (By providing an email address, you are authorizing the Claims Administrator to provide you with information relevant to your claim by email.) | | | |

Questions? Call Toll-Free [**Toll-Free Number**] or Visit www.DentalCrownSettlement.com

II. BASIC CLAIM INFORMATION

Tell us about the 3M ESPE Lava Ultimate CAD/CAM Restorative blocks you purchased, returned, and seated as crowns.

QUESTION 1: BLOCKS PURCHASED

How many 3M ESPE Lava Ultimate CAD/CAM Restorative blocks did you purchase from 3M or a third-party dental supply company prior to June 15, 2015?

QUESTION 2: 3M BUYBACK PROGRAM (BLOCKS RETURNED)

Of the number of 3M ESPE Lava Ultimate CAD/CAM Restorative blocks stated in response to Question No. 1, how many did you return to 3M or a third-party dental supply company?

QUESTION 3: BLOCKS SEATED AS CROWNS

How many 3M ESPE Lava Ultimate CAD/CAM Restorative blocks did you seat as crowns prior to June 15, 2015?

QUESTION 4: TOTAL DEBONDS REPAIRED

How many of the crowns stated in response to Question No. 3 debonded and were repaired on or before [DATE]?

III. CLAIM TYPE ELECTIONS

For each repaired debond listed in response to Question No. 4, you may request (1) a Fixed Amount of \$250, which requires no supporting documentation, or (2) the Documented Amount of your actual out-of-pocket losses that you incurred as a result of the debond, which does require supporting documentation for each affected tooth.

You may NOT make a claim for both a Fixed Amount and a Documented Amount for the same debond.

A. FIXED AMOUNT CLAIM INFORMATION

This section relates to the repaired debonds for which you are making a claim for a Fixed Amount. You do not need to provide any supporting documentation for these debonds.

QUESTION 5: FIXED AMOUNT DEBONDS

Of the total number of repaired debonds stated in response to Question No. 4, for how many are you requesting the Fixed Amount of \$250 per debond? If you are claiming a Fixed Amount for all your debonds, you may skip Section IV.B.

B. DOCUMENTED AMOUNT CLAIM INFORMATION

This section relates to the repaired debonds for which you are making a claim for a Documented Amount. You must provide supplemental information and supporting documentation for each of these debonds. Answer Question Nos. 6 and 7, complete the Documented Amount Claim Table on page 5, and confirm that you have included all required documentation listed in the "Required Proof for Documented Amount Claims" section of this Claim Form.

QUESTION 6: DOCUMENTED AMOUNT DEBONDS

Of the total number of repaired debonds stated in response to Question No. 4, for how many are you requesting the Documented Amount? [Note: The sum of the numbers provided in response to Question Nos. 5 and 6 must not exceed the number stated in response to Question No. 4.]

QUESTION 7: TOTAL DOCUMENTED AMOUNT CLAIM

What is the total out-of-pocket loss you are claiming as a result of the repaired debonds identified in your response to Question No. 6?

REQUIRED PROOF FOR DOCUMENTED AMOUNT CLAIMS

You must submit a Documented Amount Claim Form Support Package that includes all required documents **for every repaired debond for which you are requesting a Documented Amount.** Check the boxes below to confirm that your proof shows the following for each affected tooth:

- Placement of a Lava Ultimate crown prior to June 15, 2015;
- Patient billing records relating to each such placement, and relating to all subsequent procedures for the tooth, including any records of payments received from the patient, an insurance provider, or other, if applicable;
- A debond, including contemporaneous notes or records that show the debond or indications that repairs, reseating, replacement, or other patient treatment was necessary;
- Unreimbursed costs spent repairing the debond or otherwise treating the patient as a result of the debond, including material costs and costs to the Authorized Claimant for dental work performed by a specialist (e.g., root canals, gingivectomy procedures, extractions, or implants); and
- Any additional unreimbursed out-of-pocket costs attributed to the debond that can properly be documented.

Such documents include patient treatment notes and records, digital images, patient billing and payment records, any applicable insurance records, and records of any costs you incurred and paid in repairing the debond, treating the patient, or having the patient treated by another dentist or specialist.

You must number every page of your Documented Amount Claim Form Support Package and reference those page numbers in Column H of the Documented Amount Claim Table on page 5 of this Claim Form.

DOCUMENTED AMOUNT CLAIM TABLE

Complete the Documented Amount Claim Table on page 5. You must complete one row per debond for which you are requesting a Documented Amount. If you need more space, copy the Document Amount Claim Table, fill it out, and attach it to this Claim Form.

IV. CONFIDENTIALITY

All information you submit will be kept confidential by the Claims Administrator and counsel for the Parties. It will not be used for any purpose other than administering your claim and determining the amount, if any, of your payment. It will not be disclosed to anyone except the Claims Administrator, counsel for the Parties, and potentially a retired United States Magistrate Judge, whom the Stipulation of Settlement appoints to be the final decision-maker on any disputes concerning your claim.

V. AGREEMENTS AND RELEASE OF CLAIMS

Questions? Call Toll-Free [**Toll-Free Number**] or Visit www.DentalCrownSettlement.com

By submitting this Claim Form, I (we) agree to the following under penalty of perjury:

1. The information in this Claim Form is true and accurate to the best of my (our) knowledge, information, and belief.
2. I (we) am a Class Member in the above-identified action and did not request to be excluded from the Class or the Settlement.
3. I (we) am bound by the terms of the Stipulation of Settlement dated March 25, 2019 ("Stipulation"), on file with the Court in the above-identified action.
4. I (we) submit to the jurisdiction of the United States District Court for the District of Minnesota with respect to my (our) claim as a Class Member.
5. I (we) have read and agree to the release described in paragraph IV(B)(13) of the Stipulation of Settlement, and understand and agree that upon the Effective Date of the Settlement (as defined in paragraph IV(A)(17) of the Stipulation), I (we) will be deemed to have released any and all Released Plaintiffs' Claims (as defined in paragraph IV(A)(25) of the Stipulation) against Defendant 3M Company and Defendant's Releasees (as defined in paragraph IV(A)(16) of the Stipulation) and will permanently barred and enjoined from asserting those claims.
6. I (we) understand that this claim will be subject to review, audit, and verification. If further information or documents are required in order to review, audit, and/or verify my (our) claim, I (we) will provide them.
7. I (we) have not submitted any other claim in the above-identified action covering the Debonds, and know of no other person or entity having done so on my (our) behalf.
8. I have not assigned or transferred (or purported to assign or transfer), voluntarily or involuntarily, any matter released by the Settlement.

| | | | | | |
|---------------------|-------|--------|-------------|-------------------------|--|
| Signature | | | Date | / / (Month/Day/Year) | |
| Printed Name | First | Middle | Last | | |

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.
THANK YOU IN ADVANCE FOR YOUR PATIENCE.**

THIS CLAIM FORM MUST BE POSTMARKED BY NO LATER THAN _____, 2019.

Questions? Call Toll-Free [Toll-Free Number] or Visit www.DentalCrownSettlement.com

DOCUMENTED AMOUNT CLAIM TABLE

You must complete one row per debond for which you are requesting a Documented Amount. If you need more space, copy the Document Amount Claim Table, fill it out, and attach it to this Claim Form.

| A | B | C | D | E | F | G | H |
|------------------------|-------------------------------------|--------------|-----------------------|--------------------------------|---|--|--|
| Debond Incident Number | Patient Identifier (name or number) | Tooth Number | Date of Debond Repair | Total Monetary Loss for Debond | Description of Unreimbursed Out-of-Pocket Costs | Total Amount of Unreimbursed Out-of-Pocket Loss for Debond | Page # of Documented Amount Claim Form Support Package |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

Questions? Call Toll-Free [Toll-Free Number] or Visit www.DentalCrownSettlement.com

Dental Crown Settlement

Bhatia v. 3M Co., No. 0:16-cv-01304

U.S. District Court for the District of Minnesota

SUPPLEMENTAL CLAIM FORM

For Full or Partial Debonds Repaired at Any Time from [DATE] through June 15, 2020

Complete this Supplemental Claim Form if you are a dentist or dental practice in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, or Guam who purchased 3M ESPE Lava Ultimate CAD/CAM Restorative (“Lava Ultimate”), applied the product as a dental crown before June 15, 2015, and had patients who experienced one or more full or partial debonds that you repaired or paid to have repaired at any time from [DATE] through June 15, 2020.

You can submit an electronic Supplemental Claim Form in just a few quick and easy steps on the settlement website at www.DentalCrownSettlement.com. The online filing system is quicker, more efficient, and will ask you only those questions required for your claim.

If you cannot submit your claim online, complete, sign, and return this Supplemental Claim Form to: Dental Crown Settlement Claims Administrator, P.O. Box [xxxxx], Richmond, VA [xxxxx].

You must submit your Supplemental Claim Form online at www.DentalCrownSettlement.com or mail it postmarked on or before [DATE], 2020.

I. CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications relevant to this claim. If your contact information changes, you must notify the Claims Administrator in writing at the mailing or email address above. **While both dentists and dental practices are eligible to participate in the Settlement, the person or entity that made the purchase of Lava Ultimate should file the claim. In other words, if the practice made the purchase, the practice is the correct Claimant Name to enter below. Duplicate claims will not be allowed.**

| | | | |
|---|-------------------------|-------------------------|----------------------|
| Notice ID (Your unique Notice ID appears on the envelope that enclosed your Supplemental Class Notice.) | | | |
| Claimant Name (The Claimant is the entity or person who purchased Lava Ultimate.) | Last Name/Business Name | First Name | Middle Name |
| Name and Title of Person Filling Out this Form | Last Name | First Name | Middle Name |
| Taxpayer Identification Number | ____-_____ | Telephone Number | (____) _____ - _____ |
| | Street/P.O. Box | | |

| | | | |
|------------------------|------|-------|-----|
| Mailing Address | City | State | Zip |
|------------------------|------|-------|-----|

Contact Email

(By providing an email address, you are authorizing the Claims Administrator to provide you with information relevant to your claim by email.)

II. BASIC CLAIM INFORMATION

Tell us about the 3M ESPE Lava Ultimate CAD/CAM Restorative blocks you purchased, returned, and seated as crowns.

QUESTION 1: BLOCKS PURCHASED

How many 3M ESPE Lava Ultimate CAD/CAM Restorative blocks did you purchase from 3M or a third-party dental supply company prior to June 15, 2015?

QUESTION 2: 3M BUYBACK PROGRAM (BLOCKS RETURNED)

Of the number of 3M ESPE Lava Ultimate CAD/CAM Restorative blocks stated in response to Question No. 1, how many did you return to 3M or a third-party dental supply company?

QUESTION 3: BLOCKS SEATED AS CROWNS

How many 3M ESPE Lava Ultimate CAD/CAM Restorative blocks did you seat as crowns prior to June 15, 2015?

QUESTION 4: TOTAL DEBONDS REPAIRED

How many of the crowns stated in response to Question No. 3 debonded and were repaired at any time from [DATE] through June 15, 2020?

III. CLAIM TYPE ELECTIONS

For each repaired debond listed in response to Question No. 4, you may request (1) a Fixed Amount of \$250, which requires no supporting documentation, or (2) the Documented Amount of your actual out-of-pocket losses that you incurred as a result of the debond, which does require supporting documentation for each affected tooth.

You may NOT make a claim for both a Fixed Amount and a Documented Amount for the same debond.

A. FIXED AMOUNT CLAIM INFORMATION

This section relates to the repaired debonds for which you are making a claim for a Fixed Amount. You do not need to provide any supporting documentation for these debonds.

QUESTION 5: FIXED AMOUNT DEBONDS

Of the total number of repaired debonds stated in response to Question No. 4, for how many are you requesting the Fixed Amount of \$250 per debond? If you are claiming a Fixed Amount for all your debonds, you may skip Section IV.B.

B. DOCUMENTED AMOUNT CLAIM INFORMATION

This section relates to the repaired debonds for which you are making a claim for a Documented Amount. You must provide supplemental information and supporting documentation for each of these debonds. Answer Question Nos. 6 and 7, complete the Documented Amount Claim Table on page 5, and confirm that you have included all required documentation listed in the “Required Proof for Documented Amount Claims” section of this Supplemental Claim Form.

QUESTION 6: DOCUMENTED AMOUNT DEBONDS

Of the total number of debonds stated in response to Question No. 4, for how many are you requesting the Documented Amount? [Note: The sum of the numbers provided in response to Question Nos. 5 and 6 must not exceed the number stated in response to Question No. 4.]

QUESTION 7: TOTAL DOCUMENTED AMOUNT CLAIM

What is the total out-of-pocket loss you are claiming as a result of the repaired debonds identified in your response to Question No. 6?

REQUIRED PROOF FOR DOCUMENTED AMOUNT CLAIMS

You must submit a Documented Amount Claim Form Support Package that includes all required documents **for every repaired debond for which you are requesting a Documented Amount**. Check the boxes below to confirm that your proof shows the following for each affected tooth:

- Placement of a Lava Ultimate crown prior to June 15, 2015;
- Patient billing records relating to each such placement, and relating to all subsequent procedures for the tooth, including any records of payments received from the patient, an insurance provider, or other, if applicable;
- A debond, including contemporaneous notes or records that show the debond or indications that repairs, reseating, replacement, or other patient treatment was necessary;
- Unreimbursed costs spent repairing the debond or otherwise treating the patient as a result of the debond, including material costs and costs to the Authorized Claimant for dental work performed by a specialist (e.g., root canals, gingivectomy procedures, extractions, or implants); and
- Any additional unreimbursed out-of-pocket costs attributed to the debond that can properly be documented.

Such documents include patient treatment notes and records, digital images, patient billing and payment records, any applicable insurance records, and records of any costs you incurred and paid in repairing the debond, treating the patient, or having the patient treated by another dentist or specialist.

You must number every page of your Documented Amount Claim Form Support Package and reference those page numbers in Column H of the Documented Amount Claim Table on page 5 of this Supplemental Claim Form.

DOCUMENTED AMOUNT CLAIM TABLE

Complete the Documented Amount Claim Table on page 5. You must complete one row per debond for which you are requesting a Documented Amount. If you need more space, copy the Document Amount Claim Table, fill it out, and attach it to this Supplemental Claim Form.

IV. CONFIDENTIALITY

All information you submit will be kept confidential by the Claims Administrator and counsel for the Parties. It will not be used for any purpose other than administering your claim and determining the amount, if any, of your payment. It will not be disclosed to anyone except the Claims Administrator, counsel for the Parties, and potentially a retired United States Magistrate Judge, whom the Stipulation of Settlement appoints to be the final decision-maker on any disputes concerning your claim.

V. AGREEMENTS AND RELEASE OF CLAIMS

By submitting this Supplemental Claim Form, I (we) agree to the following under penalty of perjury:

1. The information in this Supplemental Claim Form is true and accurate to the best of my (our) knowledge, information, and belief.
2. I (we) am a Class Member in the above-identified action and did not request to be excluded from the Class or the Settlement.
3. I (we) am bound by the terms of the Stipulation of Settlement dated March 25, 2019 ("Stipulation"), on file with the Court in the above-identified action.
4. I (we) submit to the jurisdiction of the United States District Court for the District of Minnesota with respect to my (our) claim as a Class Member.
5. I (we) have read and agree to the release described in paragraph IV(B)(13) of the Stipulation of Settlement, and understand and agree that upon the Effective Date of the Settlement (as defined in paragraph IV(A)(17) of the Stipulation), I (we) will be deemed to have released any and all Released Plaintiffs' Claims (as defined in paragraph IV(A)(25) of the Stipulation) against Defendant 3M Company and Defendant's Releasees (as defined in paragraph IV(A)(16) of the Stipulation) and will permanently barred and enjoined from asserting those claims.
6. I (we) understand that this claim will be subject to review, audit, and verification. If further information or documents are required in order to review, audit, and/or verify my (our) claim, I (we) will provide them.
7. I (we) have not submitted any other claim in the above-identified action covering the Debonds, and know of no other person or entity having done so on my (our) behalf.
8. I have not assigned or transferred (or purported to assign or transfer), voluntarily or involuntarily, any matter released by the Settlement.

| | | | | |
|--------------|-------|--------|------|---------------------------------------|
| Signature | | | Date | _____/_____/_____ (Month/Day/Year) |
| Printed Name | First | Middle | Last | |

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.
THANK YOU IN ADVANCE FOR YOUR PATIENCE.**

**THIS SUPPLEMENTAL CLAIM FORM MUST BE POSTMARKED BY NO LATER
THAN _____, 2020.**

Questions? Call Toll-Free [Toll-Free Number] or Visit www.DentalCrownSettlement.com

DOCUMENTED AMOUNT CLAIM TABLE

You must complete one row per debond for which you are requesting a Documented Amount. If you need more space, copy the Document Amount Claim Table, fill it out, and attach it to this Supplemental Claim Form.

| A | B | C | D | E | F | G | H |
|------------------------|-------------------------------------|--------------|-----------------------|--------------------------------|---|--|--|
| Debond Incident Number | Patient Identifier (name or number) | Tooth Number | Date of Debond Repair | Total Monetary Loss for Debond | Description of Unreimbursed Out-of-Pocket Costs | Total Amount of Unreimbursed Out-of-Pocket Loss for Debond | Page # of Documented Amount Claim Form Support Package |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

Questions? Call Toll-Free [Toll-Free Number] or Visit www.DentalCrownSettlement.com

EXHIBIT A-5**PLAN OF DISTRIBUTION**

***Bhatia, et al. v. 3M Company, File. No. 0:16-cv-01304-DWF-DTS
(U.S. District Court, D. Minn.)***

1. Claim periods: There will be two claim periods. The Claim Period¹ will cover full or partial debonds that the Class Member repaired or paid to have repaired on or before the Bar Date. The Supplemental Claim Period will cover full or partial debonds that the Class Member repaired or paid to have repaired after the Bar Date and on or before June 15, 2020.

2. Debonds: A Class Member may make claims for dental crowns that the Class Member milled from 3M ESPE Lava Ultimate CAD/CAM Restorative and seated on or before June 15, 2015, where the patient experienced one or more full or partial debonds (“Debonds”) on or before June 15, 2020.

3. Use of Claim Form and Supplemental Claim Form: Each Class Member may submit a Claim Form for any Debonds that the Class Member repaired or paid to have repaired during the Claim Period. Each Class Member may submit a Supplemental Claim Form for any Debonds that the Class Member repaired or paid to have repaired during the Supplemental Claim Period. Class Members may submit claims in one or both periods; it is not required to have submitted a Claim Form in order to submit a Supplemental Claim Form.

¹ This Plan of Distribution incorporates by reference the definitions in the Stipulation of Settlement (the “Stipulation”) dated March 25, 2019, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

EXHIBIT A-5

4. Choice of making claim in a Fixed Amount or a Documented Amount: For each Debond, the Claimant may claim either a Fixed Amount of \$250 or a Documented Amount. The Documented Amount is the amount of unreimbursed out-of-pocket loss that the Claimant is able to show, through provision of the information and documents required by the Claim Form and/or the Supplemental Claim Form, that the Claimant incurred as a result of the Debond. For purposes of the Settlement, out-of-pocket loss includes all unreimbursed losses incurred in reseating or repairing a Debond or otherwise treating a patient harmed as a result of a Debond, but does not include any loss related to diminution in goodwill or loss of business profits or customers. A Documented Amount claim will not be less than \$250, provided that the Claimant fully and accurately meets all of the requirements set forth in paragraph 6. An Authorized Claimant may submit claims for both Fixed Amounts and Documented Amounts.

5. Review of Claim Forms and Supplemental Claim Forms: Claim Forms and Supplemental Claim Forms will be reviewed as follows:

(a) The Claims Administrator will review all Claim Forms and Supplemental Claim Forms to determine whether the Claimant is a Class Member, has fully and accurately completed the form, has submitted all required documents and other information, and has signed the form. Only Claimants who meet these requirements will become Authorized Claimants.

(b) The Claims Administrator will review claims submitted for a Fixed Amount and will make a determination with respect to each Authorized

EXHIBIT A-5

Claimant as to the total amount allowed for that Authorized Claimant on Fixed Amount claims, if any (“Allowed Fixed Amount”).

(c) The Claims Administrator will make an initial review, and a Settlement Counsel Review Committee (“SCRC”) comprised of five lawyers appointed by Class Counsel will make a final review, of claims submitted for a Documented Amount, and will make a determination with respect to each Authorized Claimant as to the total amount allowed for that Authorized Claimant on Documented Amount claims, if any (“Allowed Documented Amount”).

(d) Before any distributions are made from the Net Settlement Fund, each Authorized Claimant will be given notice as provided in ¶ IV(D)(16)(d) of the Stipulation of Settlement if all or any part of its claim has not been allowed. The notice will include the amounts that have been determined to be its Allowed Fixed Amount and/or its Allowed Documented Amount, and a brief statement as to the basis for those determinations. An Authorized Claimant who wishes to contest such determination(s) must, within 20 days of the date of mailing of the notice, serve upon the Claims Administrator the materials described in paragraph ¶ IV(D)(16)(e) of the Stipulation of Settlement. If a dispute concerning a Claim Form or Supplemental Claim Form cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to retired Magistrate Judge Arthur J. Boylan, whose decision on the Claim Form and/or Supplemental Claim Form shall be

EXHIBIT A-5

issued within 30 days and shall be binding upon all Parties, including Class Members, without right of appeal.

6. Requirements for Fixed Amount claims: In addition to demonstrating it is an Authorized Claimant (*see* paragraph 5(a) above), a Claimant who makes a Fixed Amount claim for a Debond must submit a signed statement on the Claim Form and/or Supplemental Claim Form, made under penalty of perjury, of the total numbers of (a) Lava Ultimate blocks purchased by it during the applicable claim period, (b) Lava Ultimate blocks seated as crowns during the applicable claim period, (c) Debonds during the applicable claim period, and (d) Lava Ultimate blocks returned to 3M or a dental supply company during the applicable claim period. This information may be audited for accuracy.

7. Requirements for Documented Amount claims: In addition to demonstrating it is an Authorized Claimant (*see* paragraph 5(a) above), a Claimant who makes a Documented Amount claim for a Debond must submit the same information as stated in paragraph 6 above, plus documentation and evidence of the following on a tooth-by-tooth basis:

- (a) placement of a Lava Ultimate crown prior to June 15, 2015;
- (b) patient billing records relating to each such placement, and relating to all subsequent procedures for the tooth, including any records of payments received from the patient, an insurance provider, or other, if applicable;

EXHIBIT A-5

- (c) a Debond, including contemporaneous notes or records that show the Debond or indicate that repairs, reseating, replacement, or other patient treatment was necessary;
- (d) unreimbursed costs spent repairing the Debond or otherwise treating the patient as a result of the Debond, including material costs and costs to the Authorized Claimant for dental work performed by a specialist (e.g., root canals, gingivectomy procedures, extractions, or implants); and
- (e) any additional unreimbursed out-of-pocket costs attributed to the Debond that can properly be documented.

8. Final Allowed Claim of an Authorized Claimant: The determinations made as a result of the processes described in paragraph 5 above will result in each Authorized Claimant having a Final Allowed Claim for the Claim Period based upon the Claim Form, and/or a Final Allowed Claim for the Supplemental Claim Period based upon the Supplemental Claim Form. An Authorized Claimant's Final Allowed Claim for a claim period will be the sum of its Allowed Fixed Amount and its Allowed Documented Amount for that claim period.

9. Subfunds of the Net Settlement Fund: The Net Settlement Fund will be divided into two subfunds. The Primary Subfund will be comprised of 90% of the Net Settlement Fund. The Supplemental Subfund will be comprised of 10% of the Net Settlement Fund, plus any amounts remaining from the Primary Subfund after Distribution 1 (defined in paragraph 10 below).

EXHIBIT A-5

10. Distribution of the Primary Subfund: After completion of the review process for Claim Forms described in paragraph 5 above, the Claims Administrator will add together all Final Allowed Claims from the Claim Period to calculate the Aggregate Final Allowed Claims amount for the Claim Period.

- a. If the Aggregate Final Allowed Claims amount for the Claim Period is less than the Primary Subfund, each Authorized Claimant will be entitled to receive their Final Allowed Claim for the Claim Period.
- b. If the Aggregate Final Allowed Claims amount for the Claim Period is greater than the Primary Subfund, each Authorized Claimant will be entitled to receive a portion of the Primary Subfund that represents the same percentage of the Primary Subfund as the Authorized Claimant's Final Allowed Claim from the Claim Period represents as a percentage of the Aggregate Final Allowed Claims for the Claim Period ("Distribution 1").

After any appeals are fully resolved, the Claims Administrator shall disburse Distribution 1 from out of the Primary Subfund.

11. Distribution of the Supplemental Subfund: After completion of the review process for Supplemental Claim Forms described in paragraph 5 above, the Claims Administrator will add together all Final Allowed Claims from the Supplemental Claim Period to calculate the Aggregate Final Claims Amount for the Supplemental Claim Period.

EXHIBIT A-5

- a. If the Aggregate Final Allowed Claims amount for the Supplemental Claim Period is less than the Supplemental Subfund, each Authorized Claimant will be entitled to receive their Final Allowed Claim for the Supplemental Claim Period.
- b. If the Aggregate Final Allowed Claims amount for the Supplemental Claim Period is greater than the Supplemental Subfund, each Authorized Claimant will be entitled to receive a portion of the Supplemental Subfund that represents the same percentage of the Supplemental Subfund as the Authorized Claimant's Final Allowed Claim from the Supplemental Claim Period represents as a percentage of the Aggregate Final Allowed Claims for the Supplemental Claim Period ("Distribution 2").

After any appeals are fully resolved, the Claims Administrator shall disburse Distribution 2 from out of the Supplemental Subfund.

12. Handling of distribution checks: The Claims Administrator will mail distribution checks to Authorized Claimants on the "Check Issuance Date" that, for Claim Forms filed during the Claim Period, occurs thirty (30) days after the later of the Effective Date or the determination of all Final Allowed Claims and that, for Supplemental Claim Forms filed during the Supplemental Claim Period, occurs thirty (30) days after the later of the Effective Date or the determination of all Final Allowed Claims. All distribution checks, including any reissued checks, will expire 121 days after the Check Issuance Date for the relevant claim period (the "Check Expiration Date"). Any distribution check not cashed or deposited before the Check Expiration

EXHIBIT A-5

Date will be voided. For any distribution checks returned to the Claims Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address) forty-five (45) days or more before the Check Expiration Date, the Claims Administrator will make reasonable efforts to find a valid address and resend the distribution check approximately thirty (30) days before the Check Expiration Date. In no event will an Authorized Claimant be permitted to cash a prior-round check once the Claims Administrator has issued checks during a subsequent round, or the value of uncashed checks has been paid to the *cy pres* recipient(s). The Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks.

13. Distribution of Remaining Funds, if any: If monies remain in the Net Settlement Fund after Distribution 2 (“Remaining Funds”) from lack of claims or uncashed checks, Class Counsel will make a proposal to the Court for what to do with Remaining Funds, with the priority focused on additional distributions to Class Members if it is cost-effective to do so. If it is not cost-effective, Class Counsel will propose that remaining funds be distributed to non-profit *cy pres* recipients focused on dental health and/or consumer protection. 3M will be entitled to be heard on the question of who the *cy pres* recipients should be.

EXHIBIT B

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

**[PROPOSED] ORDER FOR
FINAL JUDGMENT**

WHEREAS, the Parties to the above-described class action (the “Action”) entered into a Stipulation of Settlement dated as of March 25, 2019 (the “Stipulation” or “Settlement”); and

WHEREAS, on [REDACTED], 2019, the Court entered an Order Preliminarily Approving Settlement, which, inter alia; (i) preliminarily approved the Settlement; (ii) determined that, for purposes of the settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class consisting of all dentists or dental practices in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who purchased 3M’s Lava Ultimate Restorative, applied the product as a dental crown, and had patients who experienced one or more full or partial debonds on or before June 15, 2020, excluding persons and entities who submitted valid and timely requests for exclusion pursuant to the Notice ordered by the Court and persons and entities who released their claims against Defendant in connection with private individual settlements (“Class”); (iii) appointed Angela Ferrari, D.D.S., Angela M. Ferrari, D.D.S., Inc., Edward Shapiro,

EXHIBIT B

D.D.S., Pacific Holistic Dental, Inc., Jerry Yu, D.D.S., Jerry Yu Dental Corp. d/b/a Grand Avenue Smiles, James Lewis D.M.D., James C. Lewis, D.M.D., P.A., Lazaro Fernandez, D.D.S., Lazaro Fernandez, D.D.S., P.A., d/b/a Fernandez Dental Center-Miami Lakes Fernandez Dental Office, Vikram Bhatia, D.D.S., Jeffrey Chen, D.D.S., Brookhaven Dental Associates, P.C., Johns Creek Dental Associates, P.C., Justin Ebersole, D.D.S., Parsons Dental Care, LLC, Mike Henrickson, D.D.S., Dr. Myron Henrickson, Henrickson Dental PLC, Mary Gadbois, D.D.S., Cherry Hill Dental Associates, Inc., Dominick Lembo, D.M.D., Dr. Dominick Lembo, D.M.D., P.C. d/b/a Belmont Dental Associates, Jonathan Banker, D.D.S., Banker Dental Associates, P.A., Dr. Timothy Rauch, D.D.S., Desert Ridge Dental, Anthony J. Peppy D.D.S., Samuel Peppy D.D.S., Peppy Dental, Paul Bookman, D.M.D., Bryn Mawr Dental Associates, LTD, David Dudzinski, D.D.S, D&N Dental PLLC d/b/a Creekview Dental, Bruce Sherrill, D.D.S., Brent Robinson D.D.S., Robinson Dental P.S., Sean Couch D.D.S., and Sean M. Couch D.D.S. P.S. d/b/a Kingston Dental as Class Representatives; (iv) appointed Daniel C. Hedlund of Gustafson Gluek PLLC and Warren T. Burns of Burns Charest LLP as Class Counsel; (v) approved the form and manner of notice of the Settlement to members of the Class (“Class Members”); (vi) directed that appropriate notice of the Settlement be given to the Class; and (vii) set a hearing date to consider final approval of the Settlement; and

WHEREAS, notice of the Settlement was provided to Class Members in accordance with the Court’s Preliminary Approval Order, including by individual mailed Notice to all Class Members who were identified through Defendant’s records; and

EXHIBIT B

WHEREAS, a notice of the Settlement was mailed to government officials as described in 28 U.S.C. § 1715; and

WHEREAS, on [REDACTED], 2019, at [REDACTED] .m., at the United States District Court for the District of Minnesota, Courtroom [REDACTED], Warren E. Burger Federal Building, 316 N. Robert Street, St. Paul, Minnesota 55101, The Honorable Donovan W. Frank held a hearing to determine whether the Settlement was fair, reasonable, and adequate to the Class (“Fairness Hearing”); and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

THE COURT HEREBY FINDS AND CONCLUDES that:

A. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members.

B. This Order incorporates the definitions in the Stipulation, and all terms used in the Order have the same meanings as set forth in the Stipulation, unless otherwise defined herein.

C. The Notice given to the Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances of this Action, and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

EXHIBIT B

- D. The notice to government officials, as given, complied with 28 U.S.C. § 1715.
- E. The Settlement set forth in the Stipulation (i) is in all respects fair, reasonable, and adequate to the Class, (ii) was the product of informed, arms'-length negotiations among competent, able counsel, and (iii) was made based upon a record that is sufficiently developed and complete to have enabled the Class Representatives and Defendant to adequately evaluate and consider their positions.
- F. The Plan of Distribution proposed by the Parties is fair, reasonable, and adequate.
- G. The Class Representatives have fairly and adequately represented the interests of Class Members in connection with the Settlement.
- H. The persons and entities who have timely and validly filed requests for exclusion from the Class are identified in Exhibit 1 attached hereto (“Excluded Persons”).
- I. The Class Representatives and the Class Members, each and all of them, are hereby bound by the terms of the Settlement set forth in the Stipulation.
- NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:**
1. The Settlement set forth in the Stipulation of Settlement is fair, reasonable and adequate to the Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Stipulation.
 2. All Parties to this Action, and all Class Members, are bound by the Settlement as set forth in the Stipulation and this Order. Excluded Persons identified in

EXHIBIT B

Exhibit 1 are no longer parties to this Action and are not bound by the Stipulation or the Settlement.

3. The appointment of the Class Representatives is affirmed.
4. The appointment of the Class Counsel is affirmed.
5. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party.
6. The Class Representatives and Class Members, on behalf of themselves and the entities through which any of them practice dentistry, the respective heirs, executors, administrators, owners, officers, directors, members, partners, employees, agents, representatives, predecessors, successors, and assigns of any of them, and any person or entity that has or claims to have rights through the Class Representatives or Class Members (all of them are the “Plaintiffs’ Releasing Parties”), are hereby conclusively deemed to have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged any and all claims, liabilities, demands, actions, and causes of action of every kind and nature whatsoever, whether existing or not existing, asserted or unasserted, liquidated or unliquidated, absolute or contingent, direct or derivative, in law or in equity, arising out of federal, state, foreign, or common law, including Unknown Claims, that the Plaintiffs’ Releasing Parties have ever had, presently have, or may in the future have or claim to have, against Defendant 3M Company and its officers, directors, shareholders, owners, partners, employees, agents, representatives, attorneys, insurers, suppliers, distributors, employees and representatives of distributors, sellers of products, predecessors, successors, and assigns, and all affiliated, parent, and

EXHIBIT B

subsidiary corporations, and all persons and entities who might have claims for contribution of indemnity against 3M or its successors (all of them are the “Defendant’s Releasees”), by reason of any matter, event, cause or thing whatsoever arising out of, based in whole or in part upon, relating to, or existing by reason of: (a) the placement and/or use of Lava Ultimate Restorative for crowns, cemented with 3M ESPE cements, 3M ESPE adhesives, or otherwise, including the performance or non-performance of such products; and (b) the facts, circumstances, events, acts, or failures to act alleged in the Action. (All of the above are the “Released Plaintiffs’ Claims.”)

7. The Class Representatives and all Class Members are hereby barred and permanently enjoined from instituting, asserting or prosecuting any or all of the Released Plaintiffs’ Claims against Defendant or any of the Defendant’s Releasees.

8. The Plan of Distribution of the Net Settlement Fund as described in the Notice to Class Members is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Class. Any order or proceedings relating to the Plan of Distribution or amendments thereto shall not operate to terminate or cancel the Stipulation or affect the finality of this Order approving the Settlement.

9. The Court hereby decrees that neither the Stipulation nor this Order nor the fact of the Settlement, nor any document referred to herein, nor any action taken to carry out this Stipulation, is, may be construed as, or may be used as, an admission of wrongdoing or liability by any Party, as no final adjudication of the merits has been made. Further, the Stipulation may not be construed as an admission by Defendant that a

EXHIBIT B

litigation class could or should have been certified. Pursuant to Federal Rule of Evidence 408, entering into or carrying out this Stipulation, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever, other than to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense, or to enforce the provisions of this Stipulation or the provisions of any related agreement or exhibit hereto.

10. Class Counsel are awarded attorneys' fees in the amount of \$ [REDACTED], and reimbursement of Litigation Expenses in the amount of \$ [REDACTED]. Such amounts shall be paid from out of the Settlement Fund in accordance with the terms of the Stipulation. The eighteen Class Representatives, collectively, are granted service awards totaling \$ [REDACTED]. All service awards shall be paid from out of the Settlement Fund in accordance with the terms of the Stipulation.

11. The Court hereby directs that the Claims Administrator mail the Supplemental Notice and the Supplemental Claim Form to Class Members, in the same manner as the Notice, during the time period between June 15, 2020 and June 30, 2020.

12. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until

EXHIBIT B

the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Stipulation, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Stipulation and the Settlement.

13. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

14. In the event that the judgment does not become Final in accordance with ¶IV(A)(19) of the Stipulation, then the final judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void, and the Action shall return to its status immediately prior to execution of the Stipulation.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: _____, 2019.

Donovan W. Frank
United States District Judge

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

VIKRAM BHATIA, D.D.S., et al. on
behalf of themselves and all others
similarly situated,

Plaintiffs,
v.

3M Company,
Defendant.

Case No. 0:16-cv-01304-DWF-DTS

**DECLARATION OF ORRAN L. BROWN, SR.
IN SUPPORT OF NOTICE PLAN**

I, ORRAN L. BROWN, SR., hereby declare and state as follows:

I. INTRODUCTION

1. ***Personal Information.*** My name is Orran L. Brown, Sr. I am the Chairman and a founding partner of BrownGreer PLC, located at 250 Rocketts Way, Richmond, Virginia 23231.

2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. The matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding (the “Parties”), and information provided by my colleagues at BrownGreer. The opinions presented and recommendations made in this Declaration rest on my training and experience.

3. ***The Purpose of this Declaration.*** I submit this Declaration to describe my experience, the Notice Plan being developed for the proposed class action settlement of this litigation, and why my professional opinion is that the Notice Plan will be effective and will

constitute the best notice that is practicable under the circumstances to the members of the class involved in this settlement, pursuant to Fed. R. Civ. P. 23(c)(2)(B).

II. BACKGROUND AND EXPERIENCE

4. ***Summary of My Personal Experience.*** I have worked in the mass claims area, including class actions, for over 25 years. I have extensive experience as a lawyer handling class action proceedings, settlements and notices; as a claims administrator designing and implementing class action settlements, notice plans and notices to claimants and counsel; as a notice administrator; as a trustee or special master involved in multiple claim proceedings; and as an educator on class actions and other complex litigation. My personal biography is attached to this Declaration as Exhibit 1.

5. ***General Description of BrownGreer.*** BrownGreer has specialized in notice administration and settlement administration since my partner, Lynn Greer, and I founded the firm in 2002. We are experts in the legal and administrative aspects of the design, approval, and implementation of notice plans, settlement programs and the design, staffing and operation of claims facilities to provide damages payments, medical monitoring, or other benefits for the resolution of multiple claims through class action settlement, bankruptcy reorganization, voluntary agreement, or other aggregation vehicles. We have played major roles in many of the largest and most complex multiple claim proceedings and multiple claim settlement programs in history, serving as administrators, special masters, trustees, or settlement counsel. The BrownGreer summary attached as Exhibit 2 to this Declaration provides detail on our firm.

6. ***Summary of Experience with Notices and Notice Programs.*** BrownGreer has performed crucial administration or review roles in more than 75 major programs involving the disposition of over \$33 billion in payments to qualifying claimants. In the course of the

implementation of claims programs, BrownGreer has designed, written and issued over 13 million notices to claimants and counsel on the outcome of the review of their claims. My work as a lawyer and claims administrator regularly involves drafting the text of notices to known and unknown claimants or members of a class or settlement group, designing the appearance of such notices to make them concise, clear and understandable, and designing and implementing the method of distributing such notices in the best practicable manner to the persons or entities affected by them. In its capacity as a notice administrator, BrownGreer has sent more than 40 million direct notices by mail and email and has designed and implemented print and internet publication notice campaigns achieving hundreds of millions of exposures. We have extensive experience in all aspects of notice and settlement design and implementation, including:

- (a) On countless occasions, I have drafted and overseen the implementation of specific campaigns to certain groups of claimants before an existing claims facility to accelerate the disposition of stalled claims, to alert claimants to information and materials needed to complete their claims to be reviewed for eligibility determinations, and to advise claimants of the results of processing steps on their claims.
- (b) I have designed, and we have programmed, tested, hosted and maintained, many settlement websites to provide information on programs and containing complex functionality permitting claimants and their counsel to submit claims materials, receive notices on claim outcomes, take action on claims, and request materials.
- (c) We have designed, staffed, trained and operated call center systems and automated call systems for claimants and counsel to hear information on settlement programs, request information on notices and programs, or speak with specialists in the programs.
- (d) I have advised and participated in the implementation of notice programs to known and unknown potential claimants or class members, assessed the reasonableness and sufficiency of such notice programs, from both practical and legal perspectives, and worked with marketing consultants to place public notice in written and broadcast media.
- (e) I regularly advise companies and claims administrators and draft individual group notices to conform to applicable legal requirements and to make the text and instructions provided in such notices comprehensible and as simple as possible.

7. *Highlights of Major Notice Plan Projects.* Here are some of our more extensive projects regarding notice programs:

- (a) **Notice of Final Dalkon Shield Claim Filing Deadline:** I drafted the notices and designed the entire notice campaign issued by the Dalkon Shield Claimants Trust to provide public notice of the final deadline for the submission of any claim relating to the Dalkon Shield device to the claims facility. This campaign included a publication in mid-April 1994, in sixty-eight newspapers in the United States and internationally, of a quarter-page notice explaining the final claims deadline and the steps necessary to submit a claim before the deadline. The supervisory court found this notice to be sufficient to advise potential claimants, whose identities could not be determined through due diligence, of the deadline and the opportunity to receive compensation through the claims resolution process. *See In re A.H. Robins Co. (Smith v. Dalkon Shield Claimants Trust)*, 197 B.R 495 (E.D. Va.1995); *In re A.H. Robins Co. (Allen v. Dalkon Shield Claimants Trust)*, 197 B.R 501 (E.D. Va. 1995); *In re A.H. Robins Co. (Warren v. Dalkon Shield Claimants Trust)*, 197 B.R 503 (E.D. Va. 1995); *In re A.H. Robins Co. (Rothbard v. Dalkon Shield Claimants Trust)*, 197 B.R 509 (E.D. Va. 1996); *In re A.H. Robins Co. (Bennett v. Dalkon Shield Claimants Trust)*, 204 B.R 194 (E.D. Va. 1996).
- (b) **Initial Notice of Diet Drug Settlement:** I participated in the implementation of the notice campaign to provide notice of the preliminary approval of the national class action settlement of the diet drug litigation in 2000. This campaign included a television commercial broadcast 106 times over a period of five weeks on network television and 781 times, for six consecutive weeks, on various cable networks. It also included a summary notice that appeared repeatedly in several magazines between January and March 2000, and as a one-third page black and white advertisement in four national newspapers, 77 local newspapers, three newspapers distributed throughout the United States territories and four newspapers targeted to the Hispanic market. This summary notice was also published in a variety of publications targeted to health care providers and pharmacists. The notice was mailed to all pharmacists in the United States, physicians who were likely to have prescribed the diet drug to patients, and to a mailing list of known diet drug users. The actual notice was an extensive packet of materials that included an Official Court Notice, a simpler Guide to Class Members, and claim forms that were all mailed to over 1,175,750 known class members. This notice campaign was approved by the supervisory court as sufficient in *Brown v. American Home Products Corporation, (In re Diet Drugs Products Liability Litigation)*, MDL No.1203, 2000 WL 1222042 (E.D. Pa. 2000).
- (c) **Notice of Final Judicial Approval of the Diet Drug Settlement:** As required by the Settlement Agreement in the diet drug litigation, I, along with Class Counsel and other parties, drafted the Official Court Notice mailed in February 2002 to over 830,500 persons on the official notice list, of the final judicial approval of the settlement, the claims filing and medical diagnosis deadline dates affected by the date of final approval, the terms of the Settlement Agreement and benefits available, the steps

required to seek benefits or opt out of the settlement, and the consequences of failing to act by the deadlines.

- (d) **Notice of Nextel Communications Settlement:** In January of 2004, I served as an expert witness in the class action field and advisor to the court on the adequacy of notification procedures in a large consumer class action involving alleged improper monthly billing by Nextel Communications. The notice campaign included a combination of print publication and direct mail notice and reached nearly five million class members.
- (e) **Notice of Seventh Amendment to the Diet Drug Settlement:** In June 2004 through September 2004, I, Class Counsel, and other counsel drafted and designed the Official Court Notice of the Seventh Amendment to the Settlement Agreement, which required new notice to all known Diet Drug class members. This notice described the terms of the Seventh Amendment, explained what benefits were available to class members under the agreement and provided direction to class members intending to object to or opt out of the new agreement, and consisted of both a detailed notice and a concise summary notice. I testified regarding the Seventh Amendment and the notice plan during the fairness hearing on the Seventh Amendment before the United States District Court for the Eastern District of Pennsylvania on January 19, 2005. The United States District Court for the Eastern District of Pennsylvania approved this notice plan as compliant with due process and Rule 23 in PTO 3880 - Preliminarily Approving the Seventh Amendment to the Nationwide Class Action Settlement Agreement with American Home Products Corporation, Approving the Form of Notice, and Scheduling a Hearing Regarding the Amendment (Document No. 104343), (August 26, 2004). BrownGreer mailed these notices from September – November 2004 to over 525,000 class members in the Trust's claims database and handled all aspects of returned and re-issued mail. The United States District Court for the Eastern District of Pennsylvania approved the Seventh Amendment in PTO 4567 (Document No. 105062) (March 15, 2005).
- (f) **Notice of Telephone Consumer Protection Act Class Action Settlement.** In July 2014, my firm and I were appointed by the United States District Court for the Northern District of Illinois to serve as the Notice and Claims Administrator for the \$75,455,098.74 nationwide settlement program for alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* We advised the parties on the notice plan for that action, and I submitted a Declaration in support of the Motion for Preliminary Approval regarding the settlement. BrownGreer implemented the notice campaign to provide notice of the class action settlement to users of approximately 21,200,000 unique cell phone numbers. This campaign primarily occurred in August 2014 through September 2014 and included individual emails, direct mailing of postcards, internet banner notice, and paid search terms. To inform the internet notice campaign, BrownGreer developed a comprehensive target audience profile for the class and designed a program tailored to that profile. BrownGreer sent over 16,500,000 notices, and the banner notice campaign enjoyed over 19,000,000 impressions throughout the display period. BrownGreer successfully reached over 96% of the

known Settlement Class and nearly 92% of the estimated total Settlement Class. The supervisory court approved the notice campaign on February 12, 2015 in *In re Capital One Telephone Consumer Protection Act Litigation*, MDL No.2416, 12 C 10064 (N.D. Ill. 2015).

- (g) **Notice of Court Ordered Victim Compensation Program.** On August 19, 2016, my firm and I were appointed by the United States District Court for the District of Arizona in the Court's Order Re Victim Compensation (*Melendres v. Arpaio*, Case No 2:06-cv-02513-GMS (D. Ariz)) to serve as the Third-Party Administrator managing a mass Notice and Claims Processing Plan. The Maricopa County Board of Supervisors created a fund of \$500,000 to compensate individuals who claimed that their constitutional rights were violated as a result of detention by the Maricopa County Sheriff's Office. For that matter, we designed a multi-faceted notice plan in Spanish and English that includes (1) letters mailed directly to known potential class members; (2) outreach to local and international community organizations and government consulate offices; (3) print publication notice in relevant periodicals; (4) radio advertisements on regional stations; (5) a dedicated settlement website; (6) internet banner ads; (7) paid search terms; (8) Facebook ads; and (9) a national press release.
- (h) **Notice of Nationwide Consumer Product Settlement.** In September 2017, my firm and I were appointed by the United States District Court for the Eastern District of Washington to serve as the Notice and Claims Administrator for a \$3,800,000 nationwide class settlement related to allegedly defective instant hot water filters sold and installed throughout the United States. For that matter, we designed a multi-faceted notice plan that included (1) letters mailed directly to known potential class members; (2) postcards mailed to businesses that may have sold, installed, or serviced the subject product; (3) print publication notice in a national consumer magazine, a national newspaper, a national newspaper supplement, and a national trade magazine; (4) a dedicated settlement website; (5) internet banner ads; (6) paid search terms; (7) Facebook ads; and (8) a national press release. On September 8, 2017, the supervisory court approved the notice campaign in *Desio v. Emerson Electric Co. d/b/a InSinkErator*, No. 2:15-cv-00346-SJM (E.D. Wash. 2017).
- (i) **Notice of Nationwide Corn Seed Settlement.** In April 2018, my firm and I were appointed by the United States District Court of Kansas to serve as the Notice and Claims Administrator for a \$1.51 billion nationwide class settlement related to the sale and marketing of Syngenta's genetically modified corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol production facilities. We designed, executed, and managed a comprehensive notice plan that included (1) letters mailed directly to known potential class members; (2) two reminder postcard notices mailed to known potential class members who had not yet filed a claim; (3) print publication notice in several national and regional trade magazines; (4) a dedicated settlement website; (5) initial and reminder radio advertisements on regional and nationally syndicated radio programs; (6) Facebook ads; (7) fliers sent to state and national organizations relevant to corn production; and (8) three national press releases. BrownGreer successfully reached over 99% of the known Settlement Class and over 94% of the estimated total Settlement Class. The

supervisory court approved the notice campaign on April 10, 2018 in *In re Syngenta AG MIR 162 Corn Litigation*, MDL No.2491, 2:14-MD-02591 (D. Kan. 2018).

8. Other Relevant Notice Experience. In addition to the notice plan projects highlighted in Paragraph 7, BrownGreer has administered, served as experts, and/or otherwise consulted with settled parties on many other notice programs approved as sufficient by the overseeing court, such as the programs implemented in these cases:

- (1) *Acosta v. Tyson Foods, Inc.*, No. 8:08-cv-86 (D. Neb.) (direct mail notice);
- (2) *Bessey v. Packerland Plainwell, Inc.*, No. 4:06-cv-0095 (W.D. Mich.) (direct mail notice);
- (3) *Beecroft v. Altisource Business Solutions Pvt. Ltd.*, No. 0:15-cv-02184 (D. Minn.) (direct mail notice; social media ads);
- (4) *Churchill v. Farmland Foods, Inc.*, No. 4:06-cv-4023 (C.D. Ill.) (direct mail notice);
- (5) *Clark v. Grp. Hosp. & Med. Servs., Inc.*, No. 3:10-CIV-00333-BEN-BLM (S.D. Cal.) (direct mail notice).
- (6) *Cohen v. Foothill/E. Transp. Corridor Agency, et al.*, No. SACV 15-01698 (C.D. Cal.) (direct mail and email notice).
- (7) *Cohen v. Warner Chilcott Pub. Ltd. Co.*, No. 1:06-cv-00401-CKK (D.D.C) (national print publications, internet banner ads, and paid internet search);
- (8) *Collins v. Sanderson Farms, Inc.*, No. 2:06-cv-02946 (E.D. La.) (direct mail notice);
- (9) *Conerly v. Marshall Durbin Food Corp.*, No. 2:06-cv-205 (N.D. Ala.) (direct mail notice);
- (10) *Contreras v. PM Beef Holdings, LLC*, No. 07-CV-3087 (D. Minn.) (direct mail notice);
- (11) *Cook v. Columbia Freightliner, LLC*, No. 10-CP-02-1987 (Aiken County S.C. Jud. Dist.) (direct mail notice);
- (12) *Flores v. Zorbalas*, No. 27-CB-16-14225 (Hennepin County District Court, Fourth Judicial District of Minnesota) (direct mail notice);
- (13) *Ene v. Maxim Healthcare Servs., Inc.*, No. 4:09-cv-02453 (S.D. Tex.) (direct mail notice);

- (14) *Ferguson v. Food Lion, LLC*, No. 12-C-861 (Cir. Ct., Berkeley Cnty., W. Va.) (regional print publications and direct mail notice).
- (15) *Gales v. Capital One, N.A.*, No. 8:13-cv-01624 (D. Md.) (direct mail notice);
- (16) *Gregorio v. Premier Nutrition Corp.*, No. 17-cv-05987-AT (S.D.N.Y.) (direct mail and email notice and internet banner ads);
- (17) *Gomez v. Tyson Foods, Inc.*, No. 08-021 (D. Neb.) (direct mail notice);
- (18) *Graham v. Capital One Bank (USA), N.A.*, 8:13-cv-00743 (C.D. Cal.) (direct mail notice);
- (19) *Gray, Ritter & Graham P.C. v. Goldmann Phipps PLLC*, No. 4:13-cv-00206-CDP (E.D. Mo.) (direct mail notice)
- (20) *Hall v. Capital One Auto Fin., Inc.*, No. 1:08-cv-01181 (N.D. Ohio) (direct mail notice);
- (21) *Hankins v. Carmax Inc.*, No. 03-C-07-005893 CN (Baltimore County Md. Cir. Ct.) (direct mail notice);
- (22) *Herron v. Carmax Auto Superstores, Inc.*, No. 2006-CP-02-1230 (Aiken County S.C. Jud. Dist.) (direct mail notice);
- (23) *In Re Children's Ibuprofen Oral Suspension Antitrust Litig.-Indirect Purchaser Action*, No. 1:04-mc-0535-ESH (D.D.C.) (national print publications, internet banner ads, and paid internet search);
- (24) *In Re Moyer Packing Co., P. & S.* Docket No. D-07-0053 (U.S. Dep't Agric.) (direct mail notice);
- (25) *In Re Oxycontin Litig.*, No. 02-CP-18-1756 (S.C. Eq., Dorchester Cnty., S.C.) (regional print publications and direct mail notice);
- (26) *Morales v. Greater Omaha Packing Co. Inc.*, No. 8:08-cv-0161 (D. Neb.) (direct mail notice);
- (27) *Morgan v. Richmond Sch. of Health & Tech.*, No. 3:12-cv-00373-JAG (E.D. Va.) (regional print publications and direct mail notice);
- (28) *Nader v. Capital One Bank (U.S.A.), N.A.*, No. 2:12-cv-01265-DSF-RZ (C.D. Cal.) (national print publication and direct mail and email notice);
- (29) *Polanco v. Moyer Packing Co.*, No. C.P., 1852 (Philadelphia County Pa.) (direct mail notice);

- (30) *Samuel v. EquiCredit Corp.*, No. 00-cs-6196 (E.D. Pa.) (direct mail notice);
- (31) *Santiago v. GMAC Mortg. Grp., Inc.*, No. 784574 (E.D. Pa.) (direct mail notice);
- (32) *Spinelli v. Capital One Bank (USA)*, No. 8:08-cv-132 (M.D. Fla.) (direct mail notice);
- (33) *Stout v. JELD-WEN, Inc.*, No. 1:08-cv-0652 (N.D. Ohio) (national and regional print publications, internet banner ads, paid internet search, and direct mail notice);
- (34) *United States v. Capital One, N.A.*, No. 1:12-cv-828 (E.D. Va.) (direct mail notice);
- (35) *United States v. Chevy Chase Bank, F.S.B.*, No. 1:13-cv-1214 (E.D. Va.) (direct mail notice);
- (36) *Watts v. Capital One Auto Finance, Inc.*, No. CCB-07-03477 (D. Md.) (direct mail notice); and
- (37) *Wilder v. Triad Fin. Corp.*, No. 3:03-cv-863 (E.D. Va.) (direct mail notice).

III. THE GOALS OF A SUCCESSFUL NOTICE PLAN

9. *How the Notice is to be Delivered to the Class.* As advised in the Manual for Complex Litigation, “[n]otice is a critical part of class action practice,” for it “provides the structural assurance of fairness that permits representative parties to bind absent class members.” See *Manual for Complex Litigation*, § 21.31 (4th ed. 2010). The proposed settlement in this proceeding involves a common issues class under Fed. R. Civ. P 23(b)(3). For any matter certified as a Rule 23(b)(3) class, Rule 23(c)(2)(B) requires “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” For the settlement of such a class, Rule 23(e)(1) requires the court to “direct notice in a reasonable manner to all class members who would be bound by the proposal.” The notice of an action certified as a class for purposes of settlement should adhere to the higher “best notice practicable” standard and thereby will satisfy both these provisions. The delivery methods selected for the notice must fulfill the essential requisites of due process of

alerting affected parties to the pendency of the resolution and affording them the opportunity to be heard. “An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *See Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Rule 23 and due process mandate individual, direct notice to known and reasonably knowable class members. “[E]ach class member who can be identified through reasonable effort must be notified that he may request exclusion from the action and thereby preserve his opportunity to press his claim separately or that he may remain in the class and perhaps participate in the management of the action.” *See Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 176-77 (1974). Where certain class members’ names and addresses cannot be determined with reasonable efforts, notice may be made by publication and is considered to be a “customary substitute.” *See Mullane*, 339 U.S. at 317. While notice by publication has traditionally been disseminated via print publications, “in this age of electronic communications, newspaper notice alone is not always an adequate alternative to individual notice. The World Wide Web is an increasingly important method of communication, and, of particular pertinence here, an increasingly important substitute for newspapers.” *Mirfasih v. Fleet Mortgage Corp.*, 356 F.3d 781, 786 (7th Cir. 2004) (internal citations omitted). As the Court explained in *Mullane*, “process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it.” *Id.* at 315. The *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010) issued by the Federal Judicial Center includes this as one of its four “Major Checkpoints” when examining a notice plan:

Will notice effectively reach the class? The percentage of a class that will be exposed to a notice based on a proposed notice plan can always be calculated by experts. A high percentage (e.g., between 70-95%) can often be reached by a notice campaign.

A notice plan thus must analyze the nature of the class and determine the delivery mechanisms best calculated to provide direct notice to known class members and publication notice to those whose identities and/or contact information cannot be reasonably ascertained.

10. The Content of the Notice. Rule 23(c)(2)(B) requires that the notice of a Rule 23(b)(3) class action “must clearly and concisely state in plain, easily understood language” these seven messages:

- (1) the nature of the action;
- (2) the definition of the class certified;
- (3) the class claims, issues, or defenses;
- (4) that a class member may enter an appearance through an attorney if the member so desires;
- (5) that the court will exclude from the class any member who requests exclusion;
- (6) the time and manner for requesting exclusion; and
- (7) the binding effect of a class judgment on members under Rule 23(c)(3).

According to the Court in *Mullane*:

The notice must be of such nature as reasonably to convey the required information . . . and it must afford a reasonable time for those interested to make their appearance But if, with due regard for the practicalities and peculiarities of the case, these conditions are reasonably met, the constitutional requirements are satisfied.

339 U.S. at 314-15. “The notice should describe the action and the plaintiffs’ rights in it.” See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Two of the four Major Checkpoints in the Federal Judicial Center’s *Judges’ Class Action Notice and Claims Process Checklist and*

Plain Language Guide address the need to make the notices themselves both noticeable and understandable:

Will the notices come to the attention of the class? Notices should be designed using page-layout techniques (e.g., headlines) to command class members' attention when the notices arrive in the mail or appear on the Internet or in printed media.

Are the notices informative and easy to understand? Notices should carry all of the information required by Rule 23 and should be written in clear, concise, easily understood language.

A notice plan must ensure that each notice sent to a class member individually or by publication conveys in clear, non-legalistic words and a reader-friendly format the information that the class member needs to make an informed decision about whether to accept, opt out, or object to the proposed settlement, how to effect any such decision, the deadlines by which to act, and the consequences of taking or not taking action.

11. *Timing of the Notice.* The notice must be transmitted on dates that allow potential class members sufficient time to receive the notice, realize a need to react to it, and take the actions necessary to, if they so choose, participate in the settlement, be excluded from it, or object to it. The assessment and significance of these criteria vary depending upon the nature of the claims involved in the settlement, the sophistication of potential class members, the information available on known class members, and the complexity of the actions required to seek benefits under the settlement.

IV. THE CLASS DATA & CLAIMS PROCESS

12. *The Settlement Class Members.* The Parties' Stipulation of Settlement defines the proposed Settlement Class as "dentists or dental practices in the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who purchased 3M's Lava Ultimate Restorative, applied the product as a dental crown, and had patients who experienced

one or more full or partial debonds on or before June 15, 2020.” (Stipulation § IV.A.9). The Stipulation of Settlement excludes from the Class dentists and dental practices who (a) submit valid and timely requests for exclusion from the Class, or (b) released their claims against 3M in connection with private individual settlements.

13. *The Class Data.* On March 1, 2019, 3M emailed us an Excel spreadsheet containing a list of known potential class members it developed from data provided by third-party dental product suppliers and distributors. Based on guidance from the Parties, we understand that this list comprises 100% of potential class members, and we will use this list for notice and claim validation purposes.

14. *The Claim Periods & Processes.* The Settlement sets forth two distinct periods during which Class Members may submit a claim: (1) the Claim Period and (2) the Supplemental Claim Period. (Stipulation §§ IV.A.7, IV.A.28). The Claim Period covers claims related to debonds of Lava Ultimate crowns that are repaired up to and including the date we provide notice of the settlement to the Class (the “Notice Date”). The Supplemental Claim Period covers claims based upon debonds of Lava Ultimate crowns that are repaired after the Notice Date and on or before June 15, 2020. Class Members may submit claims during either or both claim filing periods.

V. THE NOTICE PLAN

15. *The Notice Plan Design.* Based on information known at the time of the execution of this Declaration, the notice plan contemplated for this settlement (the “Notice Plan”) likely will include the components described in this Paragraph.

(1) Direct Notice. We will mail the long-form notice, attached to the Stipulation of Settlement as Exhibit A-1 (the “Long-Form Notice”), to every potential Class Member for whom we have a name and address. Along with the Long-Form Notice, we will include a hard copy Claim Form, attached to the Stipulation of

Settlement as Exhibit A-3. We will attempt to verify and update all addresses against the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”)¹ database prior to mailing. If a Long-Form Notice is returned by the USPS as undeliverable but with a forwarding address, we will re-mail it to the updated address provided by the USPS. If the returned Long-Form Notice does not identify any updated address from the USPS, we will submit the potential Class Member’s mailing information to the LexisNexis compendium of domestic addresses for updated address information, if available. In addition, we will update addresses based on requests received from Class Members. We are continuing to coordinate with the defendant to analyze the Class Data, but based on what we understand about the class from the Parties and the data we have received, we estimate that we will be able to reach more than 90% of potential Class Members directly.

- (2) **Settlement Website.** We will establish a dedicated settlement website (the “Settlement Website”) available at www.DentalCrownSettlement.com containing (1) class information, (2) important settlement documents, such as the Settlement Agreement, preliminary approval submissions, notice materials, Claim Forms, Preliminary Approval Order, and Final Approval Order, (3) relevant pleadings, and (4) a claim submission function. All notice materials will refer to the Settlement Website. This Settlement Website will be accessible to all users of the internet, on any type of internet-capable device.
- (3) **P.O. Box.** We will establish a dedicated P.O. Box for the program to serve as the return address on all program mailings and to serve also as a resource for Class Members wishing to submit hard copy claim forms, written questions, or other mailed materials.
- (4) **Toll-Free Telephone Number.** We will reserve a dedicated toll-free telephone number to serve as an additional Class Member resource in this program. We will provide an automated system that provides important settlement information and will provide Class Members the opportunity to speak to a live agent during normal business hours.

16. *The Notice Contents.* Rule 23(c)(2)(B) requires that notices present settlement information to class members “clearly and concisely” and “in plain, easily understood language.” All the notice materials present information about the Settlement in plain language and are designed to be understood easily by Class Members. The notice language

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS from individuals and businesses. The potential Class Member list is submitted against the database, and a potential Class Member’s address is automatically updated with the new address from USPS data based on a comparison with the potential Class Member’s name and last known address.

and design follow the principles embodied in the FJC Checklist, attached as Exhibit 3 to this Declaration. The notices include prominent headlines in bold text, and contain comprehensive information in simple, plain language about the settlement to encourage Class Members' understanding. Where possible, the notices also include plain language explanations of (1) the nature of the action; (2) the class definition; (3) the claims, issues, and defenses; (4) the right to hire an attorney; (5) the right to be excluded; (6) the procedure for being excluded; and (7) the binding effect of a judgment as required by Rule 23(c)(2)(B). In short, the notices themselves comport with Rule 23 and due process and effectively deliver notice to the Settlement Class.

VI. THE REMINDER NOTICES

17. *Supplemental Claim Period Reminder Notice.* At the start of the Supplemental Claim Period, we will mail potential Class Members a notice, attached to the Stipulation of Settlement as Exhibit A-2, reminding them that they may submit a Supplemental Claim Form for any debonds that occurred after the Notice Date and on or before June 15, 2020 (the "Supplemental Notice"). We will attach a Supplemental Claim Form to the Supplemental Notice, attached to the Stipulation of Settlement as Exhibit A-4, which will also be made available for download on the Settlement Website. Prior to mailing the Supplemental Notice and Supplemental Claim Form, we will incorporate all address updates we identified during the Long-Form Notice mailing process. As we plan to do for the Long-Form Notice, we will then attempt to verify and update all addresses against the USPS NCOA database in case a business has moved since we sent the Long-Form Notice. If a Supplemental Claim Period reminder notice is returned by the USPS as undeliverable but with a forwarding address, we will re-mail it to the updated address provided by the USPS. If the returned Supplemental Notice does not

include an updated address from the USPS, we will submit the potential Class Member's mailing information to the LexisNexis compendium of domestic addresses for updated address information, if available. Finally, we will update addresses based on requests received from Class Members just as we when we mailed the Long-Form Notice.

18. *Class Participation Reminder Notice.* To strengthen Class Member awareness of the Settlement and engage those Class Members to become more likely to participate in the Settlement program, we will coordinate with the Parties and assess whether to design and implement reminder notice campaigns for both the Claim and the Supplemental Claim Period that include reminder postcards, email notices, and/or calling campaigns (the "Reminder Notice Campaigns"). Should the Parties decide to implement the Reminder Notice Campaigns, we would do so thirty days before the deadline to file claims in each period by sending reminder notices to and calling those Class Members who have not yet filed a claim to reiterate the claim filing deadline and provide information about how to file a claim.

VII. CONCLUSION

19. *The Notice Plan is the Best Notice Practicable Under the Circumstances.* The Notice Plan provides direct, individual notice by mail to potential Class Members to the extent reasonably possible. The notice materials are clear, concise, informative, and effective, and each directs Class Members to a suite of support services (the Settlement Website, toll-free call center, and P.O. Box). The proposed Notice Plan satisfies due process and Rule 23's requirement of the best notice practicable under the circumstances, including giving individual notice to all Class Members who can be identified with reasonable effort. The Notice Plan is at least consistent with other effective settlement notice plans and, indeed, includes a supplemental courtesy reminder campaign providing further support to the

Settlement Class. With an estimated reach exceeding 90% for Class Members, the Notice Plan provides the same or better reach that courts have approved in other similar class matters. The Notice Plan is also generally consistent with the aims of the FJC Checklist.

I, Orran L. Brown, Sr., declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge. Executed on this 25th day of March, 2019.



Orran L. Brown, Sr.

Exhibit 1

Biography of Orran Brown, Sr.

Founding Partner

ORRAN L. BROWN, SR.



Orran develops and implements the best practices and strategies for the negotiation and drafting of resolution plans, legal proceedings to obtain court approval, the efficient design and operation of group claims facilities and compliance with the agreements and court orders governing the claims resolution process to provide a program a successful start and timely and efficient progress to a successful completion. He has served as a claims administrator, as a trustee directing the implementation of a settlement program and as a Special Master presiding over discovery, records collection and deposition scheduling and calendaring in coordinated multidistrict proceedings.

Orran has served in these fields since 1990. He and Lynn Greer founded BrownGreer in September 2002 to devote themselves to providing these services and to assist parties and the courts in handling the information and issues presented in management and resolution of multidistrict litigation and multiple claim situations.

Education & Honors

- Harvard Law School, Cambridge, Massachusetts, J. D. *cum laude*, 1981
- Hampden-Sydney College, Hampden Sydney, Virginia, B.A., Government and Foreign Affairs, *summa cum laude*, 1978 (GPA 4.0 out of 4.0; Phi Beta Kappa; Omicron Delta Kappa; Eta Sigma Phi; Pi Sigma Alpha; Chairman of the Student Court)
- Law Clerk to the Hon. Robert R. Merhige, Jr., United States District Court for the Eastern District of Virginia, Richmond, Virginia, 1981-1982
- *Super Lawyers Magazine's* 2007 - 2019 Annual List of Top Attorneys in Virginia
- AV Preeminent™ Rating, Martindale-Hubbell® 2016-2017

Professional Activities

- Wheat Professor, Hampden Sydney College 2018-Present; Leadership and Ethics Class
- Adjunct Professor, University of Richmond School of Law 1997-2005 (Taught trial and appellate

practice and an upper-level course on mass torts, MDL class actions, and complex litigation)

- Frequent speaker at conferences and continuing legal education events
- Permanent Member, Fourth Circuit Judicial Conference

Service Activities

- Board of Trustees, Hampden-Sydney College
- Board of Trustees, Roller-Bottimore Foundation
- Board of Visitors, St. Christopher's School
- Vestry, St. Stephen's Episcopal Church
- City of Richmond Charter Review Commission
- Boy Scouts Troop 444, Assistant Scout Master

Bar Admissions

- Virginia, 1986
- Texas, 1983

Exhibit 2

BrownGreer PLC Summary

OVERVIEW OF BROWNGREER



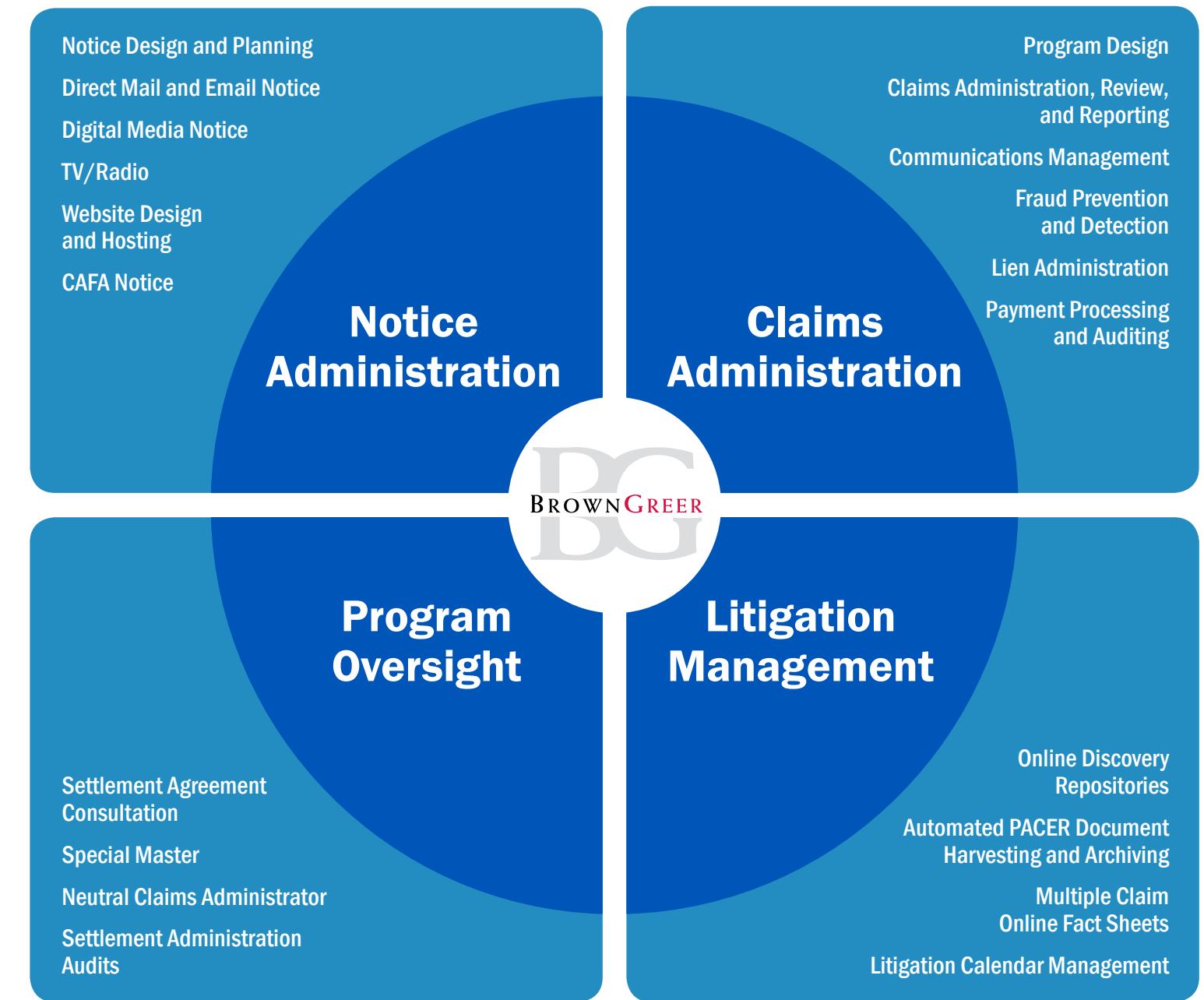
BROWNGREER PLC
250 Rocketts Way
Richmond, VA 23231
information@browngreer.com
(804) 521-7200

INNOVATION IN ADMINISTRATION

BrownGreer PLC is an industry leader in providing settlement administration and litigation management services to law firms, corporations, courts, and government agencies. We are attorneys, analysts, software programmers, database architects, communication center specialists, and claims reviewers devoted to providing innovative solutions that surpass our clients' expectations and deliver exceptional results.

We provide a full suite of settlement administration and litigation management services, built upon more than two decades of experience handling some of the most significant settlement programs in history. We pride ourselves on blending the knowledge of the most talented professionals in the industry with cutting edge technology to deliver quality and efficiency at the maximum value for all involved parties.

CORE SERVICES



EXPERTLY DESIGNED NOTICE CAMPAIGNS

BrownGreer designs notice plans to reach class members in the best practicable manner and to inform them in clear terms of the existence of the proposed settlement, how it affects them, their rights and obligations under the settlement agreement, the actions they may take, any deadlines for acting, and the consequences for acting or failing to act by the deadline.

We are experts in developing comprehensive notice campaigns reaching known and unknown class members nationwide, using a variety of mediums targeted to class member media consumption trends based on leading market research. In the course of administering multiple claims programs, we have also issued millions of review determination notices and courtesy or instructional notices to class members and their counsel.

NOTICE ADMINISTRATION



Email



Long-Form



Postcard



Print Publication



TV



Radio



Keyword Search



Social Media



Web-Based



Custom Website



Earned Media



CAFA



53 MILLION
Total Notices Issued

40 MILLION
Class Notices

13 MILLION
Program Notices

“ [T]he notice provided by BrownGreer was state of the art and well-tailored to reach the maximum number of class members. ”

The Hon. James F. Holderman

U.S. District Judge, Northern District of Illinois

In re Capital One Telephone Consumer Protection Act Litigation, MDL Docket No. 2416

RESULTS DRIVEN CLAIMS ADMINISTRATION

We administer and process claims for settlements arising from class actions, multidistrict litigation, government enforcement proceedings, and other aggregation vehicles. Our court-supervised and voluntary settlement program experience covers a broad range of causes of action involving a wide variety of industries. We blend technology and human resources to provide the most effective, efficient, and accurate claims resolution designs and systems, allowing us to handle any program no matter how large or complex. Our portfolio of work includes many of the largest and most complex programs in history, with our team performing significant administration or review roles in major programs involving over 30 million class members and the disposition of more than \$33 billion in payments to qualifying claimants.

“ The expedited resolution of approximately fifty thousand personal injury claims could not have been achieved without the extraordinary effort and outstanding work put forth by BrownGreer PLC in its role as Claims Administrator. ”

The Hon. Eldon E. Fallon

U.S. District Judge, Eastern District of Louisiana
In re Vioxx Products Liability Litigation, MDL Docket No. 1657

CLAIMS ADMINISTRATION

\$33+ Billion
Paid to Claimants



**39+ Million
Class Members**



**4.5+ Million
Claims
Processed**

A WIDE RANGE OF SETTLEMENT EXPERIENCE

BrownGreer supports a broad spectrum of industries, including financial services, pharmaceuticals, medical devices, consumer products, agricultural products, healthcare, retail businesses, and federal, state, and local government. We receive and process claims for settlements arising from class actions, multidistrict litigation, government enforcement proceedings, and other aggregation vehicles. Our court-supervised and voluntary settlement program experience covers causes of action including antitrust, bankruptcy, consumer protection, labor and employment, and products liability. In addition to this experience, we have successfully administered many settlements alleging violations of consumer protection statutes, such as the Telephone Consumer Protection Act, Fair Credit Reporting Act, Truth in Lending Act, Real Estate Settlement Procedures Act, and Servicemembers Civil Relief Act. The selected matters presented here are just a small sample of our representative notice and settlement administration experience.

**In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010,
MDL Docket No. 2179
(E.D. La.)**

\$11.7 BILLION
260,000 CLAIMANTS

**In re Genetically Modified Rice Litigation,
MDL Docket No. 1811
(E.D. Mo.)**

\$750 MILLION
12,000 CLAIMANTS

**In re National Football League Players’ Concussion Injury Litigation,
MDL Docket No. 2323
(E.D. Pa.)**

UNCAPPED FUND

**In re Actos (Pioglitazone) Products Liability Litigation,
MDL Docket No. 2299
(W.D. La.)**

\$2.3 BILLION
10,800 CLASS MEMBERS



**In re Vioxx Products Liability Litigation,
MDL Docket No. 1657
(E.D. La.)**

\$4.85 BILLION
60,000 CLAIMANTS

**In re DePuy Orthopaedics, Inc., ASR Hip Implant Products,
MDL Docket No. 2197
(N.D. Ohio)**

\$2.8 BILLION
9,300 CLAIMANTS

**In re Chinese-Manufactured Drywall Products Liability Litigation,
MDL Docket No. 2047
(E.D. La.)**

\$610 MILLION DISBURSED
25,000 CLAIMANTS

**In re A.H. Robins Company Inc., Debtor (In re Dalkon Shield Claimants Trust),
MDL Docket No. 211
(Bankr. E.D. Va.)**

\$3 BILLION
400,000 CLAIMANTS



BrownGreer is redefining multiple claim resolution and litigation management with industry-leading technology and expert strategies to resolve your multiple claims and data management challenges with uncompromising accuracy and efficiency.

BROWNGREER PLC
250 Rocketts Way
Richmond, VA 23231
804.521.7200
information@browngreer.com



Exhibit 3

FJC Checklist



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

A. MAJOR CHECKPOINTS



Will notice effectively reach the class?

Yes. The direct notice campaign is expected to reach more than 90% of the class. The Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide targets 70-95% reach among class members and relates that the average reach among approved class actions is 84%.



Will the notices come to the attention of the class?

Yes. Modeled after the sample notices published by the Federal Judicial Center, the notices are designed with headlines and formatting to grab a reader's attention.



Are the notices informative and easy to understand?

Yes. The notices provide all the information needed by a Class Member to make an informed decision regarding the settlement, as required by Rule 23(c)(2)(B) and are written in plain language.



Are all of the rights and options easy to act upon?

Yes. The Long-Form Notice explains the easy steps to remain in the class and assert a claim, to opt out or to object to the settlement.

B. BEFORE CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL



Can any manageability problems from notice issues be overcome?

The notices to this class do not present any manageability problems.



Can a high percentage of the proposed class be reached (i.e., exposed to a notice)?

Yes. We expect to reach more than 90% of the class through direct notice.



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

B. BEFORE CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL



Is it economically viable to adequately notify the class?

Yes. We have worked with the parties to develop an effective but cost-conscious notice plan that benefits from a high percentage of Class Members being reachable directly by mail.



Will unknown Class Members understand that they are included?

Yes. Based on what we currently know, there are no unknown Class Members.

C. UPON CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL



Do you have a "best practicable" notice plan from a qualified professional?

Yes. BrownGreer is a qualified professional firm with deep expertise in class actions, notices and settlement administration, and has coordinated with the parties to design a Notice Plan that achieves the best practicable notice to the class.



Do you have unbiased evidence supporting the plan's adequacy?

Yes. The parties have engaged BrownGreer as an independent, neutral notice and claims administrator, and have relied upon the advice and opinions of the firm to develop the Notice Plan and assure its sufficiency.



Have plain language forms of notice been created?

Yes. The notices are modeled after the language used in the samples furnished by the Federal Judicial Center, and are written in a reader-friendly, understandable way.



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

C. UPON CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL



Will a qualified firm disseminate notice and administer response handling?

Yes. BrownGreer is fully qualified by its experience and training to disseminate the notices and handle all responses by the class to the notices.

D. NOTICE PLAN



Is the notice plan conducive to reaching the demographics of the class?

Yes. The Notice Plan relies on direct notice reach to Class Members, and therefore, is expected to reach more than 90% of the class, regardless of demographics.



Is the geographic coverage of the notice plan sufficient?

Yes. The Notice Plan will reach persons throughout the United States and appropriate territories.



Is the coverage broad and fair? Does the plan account for mobility?

Yes. The Notice Plan contemplates that mailing addresses for potential Class Members will be updated and verified through the National Change of Address system and the LexisNexis compendium of domestic addresses.



Is there an extra effort where the class is highly concentrated?

Because we have mailing information for 100% of potential Class Members, the direct notice campaign will target all Class Members equally regardless of location.

Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

D. NOTICE PLAN



Does the plan include individual notice?

Yes. Based on preliminary data analysis and representations of counsel, the Notice Plan expects to reach more than 90% of the class through direct, individual notice.



Did you receive reliable information on whether and how much individual notice can be given?

Yes. Counsel for the parties have represented that names and mailing addresses are available for 100% of the class.



Will the parties search for and use all names and addresses they have in their files?

Yes. The notices will be sent to every potential Class Member identified in class data.



Will outdated addresses be updated before mailing?

Yes. BrownGreer will cross-reference the initial mailing addresses against the USPS National Change of Address before mailing. For all mail returned as undeliverable, we will re-mail to any different address returned by the USPS or will research better addresses using the LexisNexis compendium of address databases to permit re-mailing.



Has the accuracy of the mailing list been estimated after updating efforts?

Yes. Based on preliminary data analysis and representations of counsel, we estimate that the Class Data will include accurate mailing addresses for more than 90% of the class, after the updating and re-mailing efforts contemplated in the Notice Plan.



Has the percentage of the class to be reached by mail been calculated?

Yes. These efforts should yield successful mailing to more than 90% of the class.



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

D. NOTICE PLAN



Are there plans to re-mail notices that are returned as undeliverable?

Yes. The Notice Plan contemplates detailed steps that will be taken to re-mail returned mail.



Will e-mailed notice be used instead of postal mailings?

Currently, we do not anticipate having email addresses for Class Members to use for the initial notice effort, and the direct notice contemplated at this time involves postal mailings.



Will publication efforts combined with mailings reach a high percentage of the class?

We believe we have mailing addresses for 100% of the class and anticipate successful mailings to more than 90% of them, which eliminates the need to reach Class Members by publication.



Are the reach calculations based on accepted methodology?

Yes. The reach calculations for direct notice draw upon BrownGreer's experience in notice mailings.



Is the net reach calculation thorough, conservative, and not inflated?

Yes. We have been careful not to overstate the reach expected from the Notice Plan efforts.



Do the reach calculations omit speculative reach that only might occur?

Yes. The Notice Plan rests on empirical evidence of likely successful deliveries of the notice and does not contain any speculation regarding only possible delivery.



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

D. NOTICE PLAN



Is any Internet advertising being measured properly?

Because we have mailing information for 100% of the class, we have not relied on Internet advertising in this case.



Is non-English notice necessary?

Currently, we understand that effectively all Class Members speak and understand English, and no non-English notices are planned at this time. We will continue to evaluate the potential need for other languages.



Does the notice plan allow enough time to act on rights after notice exposure?

Yes. The Stipulation of Settlement allows at least 69 days from the first issuance of class notice for Class Members to opt out or object and 90 days from the first issuance of class notice to file a claim.



Will key documents be available at a neutral website?

Yes. The official settlement website, www.DentalCrownSettlement.com, will permit visitors to read, download and print the Stipulation of Settlement, important orders entered by the Court, the notices, the claim forms, and other information.



Can the class get answers from a trained administrator or from class counsel?

Yes. The notices alert Class Members on how to obtain information from the Settlement Program's resources, as well as from Class Counsel.



Are the notices designed to come to the attention of the class?

Yes. The notices contain headlines and concise statements to spike attention and to prompt viewers to continue reading.

Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

E. NOTICE DOCUMENTS



Does the outside of the mailing avoid a “junk mail” appearance?

Yes. The notices will be folded and enclosed within envelopes that contain information on their front that clearly indicates that the notice is an official document from a federal court and is not a solicitation or sales document.



Do the notices stand out as important, relevant, and reader-friendly?

Yes. They follow the models supplied by the Federal Judicial Center to achieve these goals.



Are the notices written in clear, concise, easily understood language?

Yes. To the extent reasonably possible, the language is non-legalistic and is clear and easy to understand.



Do the notices contain sufficient information for a class member to make an informed decision?

Yes. The Long-Form Notice conveys all the information required by Rule 23(c)(2)(B) on the terms of the settlement, the Class Member's options, how to exercise each option, the deadlines for acting, and the consequences of action/inaction.



Do the notices include the Rule 23 elements? Even the summary notice?

Yes. The Long-Form Notice addresses all seven elements listed in Rule 23(c)(2)(B), and the Notice Plan does not contemplate using a summary notice at this time.



Have the parties used or considered using graphics in the notices?

Yes. The notices contain graphic tables and directions where possible and appropriate, without becoming distracting.



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

E. NOTICE DOCUMENTS



Does the notice avoid redundancy and avoid details that only lawyers care about?

Yes. The notices avoid redundant information to the extent reasonably possible and provide those details most relevant to the Class Member's rights and options.



Is the notice in "Q&A" format? Are key topics included in logical order?

The notices will be made available to all Class Members on the settlement website or by mail or phone request and follow the Q & A format suggested by Federal Judicial Center model notices.



Are there no burdensome hurdles in the way of responding and exercising rights?

There are no burdensome hurdles for Class Members to overcome to make a claim, opt out or object. Each action can be exercised and the notices explain how.



Is the size of the notice sufficient?

Yes. The Long-Form Notice includes detailed, but clear, explanations of the critical aspects of the settlement. The Supplemental Notice serves as a reminder notice in advance of the Supplemental Claim Period and includes important information related to filing a Supplemental Claim.



Is a claims process actually necessary?

Yes. We need a process for a Class Member to confirm membership in the class and provide information proving eligibility for a benefit and the amount of that benefit.



Does the claims process avoid steps that deliberately filter valid claims?

Yes. There will be no artificial barriers to eligibility. The online submission system will be as user-friendly as reasonably possible, and hard copy claim forms will be available to class members who cannot access the Internet.

8



Dental Crown Settlement: Judges' Class Action Notice and Claim Process Checklist

F. CLAIMS PROCESS



Are the claim form questions reasonable, and are the proofs sought readily available to the class member?

Yes. The claim forms will request only that information that is required to prove a claim under the settlement. It will require the claimants to provide patient billing and medical records, to which they should have access or be able to easily obtain access.



Is the claim form as short as possible?

Yes. The hard copy claim forms will be as short as possible. The online claim submission process will be responsive to inputs provided by Class Members to make the experience as quick and easy as reasonably possible.



Is the claim form well-designed with clear and prominent information?

Yes. The claim forms are easy to read and complete.



Have you considered adding an online submission option to increase claims?

Yes. Claimants can submit claims online.



Have you appointed a qualified firm to process the claims?

Yes. BrownGreer has deep experience and expertise in many of the largest claims programs in history.



Are there sufficient safeguards in place to deter waste, fraud, and/or abuse?

Yes. BrownGreer will apply best practices in preventing duplicate payments to the same Class Member. We will perform a series of data analytics continually to detect suspicious patterns in claims with common information, such as the same name, Taxpayer Identification Number, or address, and will coordinate with the parties to identify genuine claims for payment and reject improper claims.

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vikram Bhatia, D.D.S., et al., on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

3M Company,

Defendants.

Case No. 0:16-cv-01304-DWF-DTS

**MEET AND CONFER
STATEMENT**

Pursuant to Local Rule 7.1(a), Plaintiffs certify that counsel for Plaintiffs met and conferred with counsel for Defendant 3M Company, on numerous occasions by phone and email, including on March 20, 22, and 25, 2019, regarding Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Notice Plan, and were able to reach a mutual resolution of this issue.

Dated: March 25, 2019

/s/ Daniel C. Hedlund

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