

**THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

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

- A settlement will provide \$275,000 to pay claims to persons that OCO Biomedical, Inc. (“OCO”) has identified as having been sent a telephone facsimile message of material advertising the commercial availability or quality of any property, goods, or services by or on behalf of OCO on or after March 18, 2012, as well as attorneys’ fees, expenses, and costs.
- The amount claimants will receive will depend upon the number of persons who submit valid claim forms pursuant to this Notice.
- The settlement resolves a dispute over whether such facsimile transmissions violated the federal Telephone Consumer Protection Act, which prohibits the transmission of certain facsimile advertisements.
- The two sides disagree on whether plaintiffs and the class could have prevailed at trial.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

SUBMIT A CLAIM FORM	Receive a payment.
EXCLUDE YOURSELF	Receive no payment. This option allows you to participate in other lawsuits against OCO based on the legal claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Receive no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

**BASIC INFORMATION**..... 2

1. Why did I get this notice?

2. What is this lawsuit about?

3. Why is this a class action?

4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT**..... 2

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

6. Are there exceptions to being included?

7. I'm still not sure if I am included.

**THE SETTLEMENT BENEFITS—WHAT YOU GET** ..... 2

8. What does the settlement provide?

9. How much will my payment be?

**HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM** ..... 3

10. How can I get a payment?

11. When would I get my payment?

12. What am I giving up to get a payment or stay in the Class?

**EXCLUDING YOURSELF FROM THE SETTLEMENT** ..... 3

13. How do I get out of the settlement?

14. If I don't exclude myself, can I sue OCO for the same thing later?

15. If I exclude myself, can I get money from this settlement?

**THE LAWYERS REPRESENTING YOU** ..... 3

16. Do I have a lawyer in the case?

17. How will the lawyers be paid?

**OBJECTING TO THE SETTLEMENT** ..... 4

18. How do I tell the Court that I don't like the settlement?

19. What's the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING.....	4
20. When and where will the Court decide whether to approve the settlement?	
21. Do I have to come to the hearing?	
22. May I speak at the hearing?	
IF YOU DO NOTHING .....	4
23. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	4
24. Are there more details about the settlement?	
25. How do I get more information?	

**BASIC INFORMATION**

**1. Why did I get this notice?**

You received this notice because records indicate that a facsimile was sent to you by or on behalf of OCO on or after March 18, 2012.

**2. What is this lawsuit about?**

On behalf of themselves and a class of similarly situated people, the plaintiffs, Richard Marcus and Ryoo Dental, Inc., allege that OCO sent unsolicited facsimile advertisements in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227.

**3. Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case Richard Marcus and Ryoo Dental, Inc.) sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Court Judge David O. Carter is presiding over this class action.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendant. The Plaintiffs think they could have won the statutory amount of between \$500 and \$1,500 for each fax for each Class Member had they won at trial. The Defendant thinks the Plaintiffs would not have won anything at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of further litigation and trial, and the people involved will get compensation. The Class Representatives and all parties involved think that a settlement is the best resolution for all Class Members.

**WHO IS IN THE SETTLEMENT**

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

**5. How do I know if I am a part of the settlement?**

Judge Carter decided that everyone who fits this description is a Class Member:

All persons or business entities who were sent a telephone facsimile message of material advertising the commercial availability or quality of any property, goods, or services by or on behalf of OCO Biomedical, Inc. on or after March 18, 2012.

If you received this notice, then you are a Class Member.

**6. Are there exceptions to being included?**

You are not a Class Member if you were not sent a facsimile advertisement by or on behalf of OCO during the time listed in the above description.

**7. I’m still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. You can call 1-866-653-4509 for more information.

**THE SETTLEMENT BENEFITS WHAT YOU GET**

**8. What does the settlement provide?**

OCO has agreed to create a settlement fund of \$275,000 to be divided as follows: to all Class Members who send in a valid claim form; to Class Counsel; and to the Settlement Administrator.

**9. How much will my payment be?**

Depending on how many of the class members return claim forms, each claimant may receive more or less money, so your share of the fund will depend on the number of valid claim forms that Class Members send in, and the amounts awarded to the Class Representatives, Class Counsel, and the Settlement Administrator.

OCO has agreed to provide class benefits of \$275,000. All costs of notice, administration, class representative incentive award and attorney's fees for class counsel shall come from this amount. The \$275,000 distribution pays for: (a) first, notice and settlement administration expenses; (b) second, for class attorneys' fees, expenses, and costs; (c) third, for class representative incentive awards; (d) fourth, a class recovery on a pro rata basis per claiming class member.

### **HOW YOU GET A PAYMENT SUBMITTING A CLAIM FORM**

#### **10. How can I get a payment?**

To qualify for payment, you must send in a valid claim form. A claim form is attached to this Notice. Read the instructions carefully, fill out the form, include all the information the form asks for, sign it, and mail it postmarked no later than March 30, 2018.

#### **11. When would I get my payment?**

The Court will hold a hearing on June 4, 2018 at 8:30 a.m. to decide whether to approve the settlement. If Judge Carter approves the settlement, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement on the Settlement Administrator's website. Please be patient.

#### **12. What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself, you are staying in the class and agreeing to the settlement, and that means that you can't sue, continue to sue, or be part of any other lawsuit against OCO based on the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you will agree to a "Release of Claims." The exact release is available in the settlement agreement, which is posted on the website listed herein.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue OCO, on your own, based on the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself, or it is sometimes referred to as opting out of the settlement Class.

#### **13. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Ryoo Dental, Inc. and Richard Marcus v. OCO Biomedical, Inc.* settlement. Be sure to include your name, address, telephone number, email and your signature. You must mail your exclusion request postmarked no later than March 30, 2018, to the following address:

*Ryoo Dental v. OCO Biomedical* Settlement Administrator  
PO Box 404041  
Louisville, KY 40233-4041

#### **14. If I don't exclude myself, can I sue OCO for the same thing later?**

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue OCO in the future based on the legal issues in this case.

#### **15. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any money.

### **THE LAWYERS REPRESENTING YOU**

#### **16. Do I have a lawyer in the Case?**

The Court asked the law firms of Edwards Pottinger, LLC. (in Fort Lauderdale, Florida); Todd M. Friedman, P.C. (in Los Angeles, California), Schultz & Associates LLP (in Chesterfield, Missouri); and DeNittis, Osefchen Prince, P.C. (in Marlton, New Jersey), to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **17. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to \$68,750 to them for attorneys' fees, up to \$12,000 for actual costs and expenses incurred, and payment of \$5,000 each to Richard Marcus and Ryoo Dental, Inc., for their services as Class Representatives. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. OCO has agreed not to oppose these fees and expenses. The cost of notice and administration, attorneys' fees, expenses, and costs, and the service awards are deducted from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

### 18. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Ryoo Dental, Inc. and Richard Marcus v. OCO Biomedical, Inc.* Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail the objection to these three different places postmarked no later than March 30, 2018:

U.S. District Court Ronald Reagan Federal Building Attn. Judge Carter 411 West Fourth Street Santa Ana, CA 92701	Seth M. Lehrman Edwards Pottinger, LLC 425 North Andrews Avenue Suite 2 Fort Lauderdale, FL 33301	Joshua Briones Esteban Morales Mintz Levin Cohn Ferris Glovsky and Popeo PC 2029 Cenury Park East Suite 3100 Los Angeles, CA 90067
--	---	---

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 8:30 AM on June 4, 2018, at the United States District Court for the Central District of California, Ronald Reagan Federal Building, 411 West Fourth Street, Santa Ana, California, 92701, 9<sup>th</sup> floor in courtroom 9D. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Carter will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### 21. Do I have to come to the Hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 22. May I speak at the Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Ryoo Dental, Inc. and Richard Marcus v. OCO Biomedical, Inc.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than March 30, 2018 and be sent to all of the addresses in question 18. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

If you do nothing, you will get no money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against OCO based on the legal issues released in this case.

## GETTING MORE INFORMATION

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Ryoo Dental v. OCO Biomedical Settlement Administrator, PO Box 404041, Louisville, KY, 40233-4041 or by visiting the Settlement Website, [www.RyooDentalOCOSettlement.com](http://www.RyooDentalOCOSettlement.com).

### 24. How do I get more information?

You can call 1-866-653-4509 or write to Ryoo Dental v. OCO Biomedical Settlement Administrator, PO Box 404041, Louisville, KY 40233-4041. Please do not contact Defense Counsel or the Court with any questions.

DATE: December 27, 2017