

This document has been redacted. In addition, protected names have been replaced with alphabetical characters.

REPORT ON INDEPENDENT INVESTIGATION OF UCLA SCHOOL OF DENTISTRY'S ORTHODONTICS SECTION

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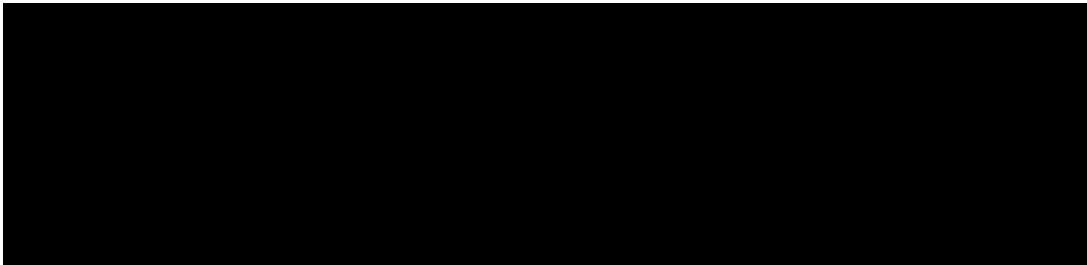
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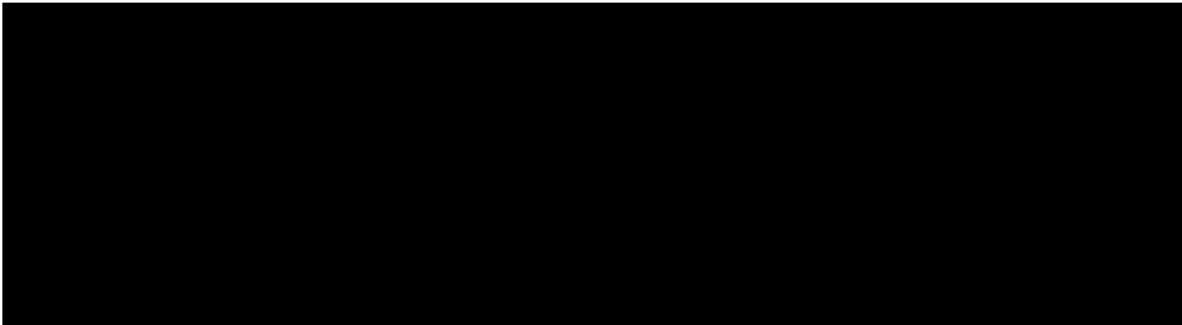
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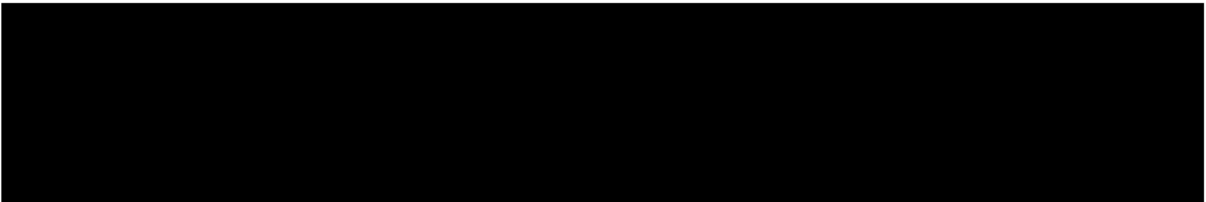


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I. EXECUTIVE SUMMARY

In January 2018, Karis Chi, Director of Administrative Policies & Compliance at UCLA and the campus' locally designated official (LDO), received a whistleblowing report alleging that an international postgraduate orthodontics resident had been required to pay a significant sum of money (\$30,000 a year for three years) beyond the standard tuition and fees required of other residents. Chi referred the initial report to Audit & Advisory Services, which conducted a fact-finding focused on the financial transactions. The fact-finding confirmed that payments totaling \$90,000 from the resident's government sponsor had been deposited into a UCLA Foundation donation fund called the "Orthodontic International Training Program for Research Education Fund," initially established in December 2014. The review also discovered that payments totaling \$30,000 from a second Orthodontics resident had also been deposited into the same donation fund. The payments from the second Orthodontics resident were received prior to her admission to the prestigious Orthodontics residency program. Audit & Advisory Services issued a brief report that highlighted areas of concerns but did not draw conclusions as to all of the concerns raised.

After reviewing Audit & Advisory Services' findings and file, as well as receiving reports of possible retaliation and interference related to the investigation, Chi determined that further investigation was warranted. She commissioned this independent inquiry to investigate the issues raised by the report.¹ In the course of conducting this inquiry, we discovered additional issues which we determined to be within the scope of our investigation, and which we also discuss in this report.

A. PAYMENTS INTO THE ORTHODONTICS INTERNATIONAL TRAINING PROGRAM FOR RESEARCH FUND

The Orthodontics section of the UCLA School of Dentistry ("School of Dentistry" or "School"), like other sections in the School, hosts programs designed for international students, including a residency program for international students. These programs are not degree-granting programs and are classified as Sales & Service Activities under University policy; their revenues belong to the University. In 2014, an Orthodontics staffer approached an admitted international resident, Student One, with a request for a "donation" of \$30,000 annually to the section while Student One was a resident. The staffer stated she was acting on the instruction of two Orthodontics faculty members, Dr. Kang (Eric) Ting, section chair and chair of the Division of Growth and Development, and Dr. Won Moon, International Programs Director.

Student One, whose education was being sponsored by a "B" governmental non-profit called the "E" ("E"), which in turn was funded by the "C", was shocked and frightened by the request. Because he knew that his sponsor would not pay a "donation," he asked to be provided with documentation stating that the payment was tuition. Orthodontics faculty provided him with documentation stating that the payment was tuition for training in "basic and advanced research skills." The residency curriculum already includes research training, and residents are also required to enroll in the School's Oral Biology

¹**EXHIBIT 1**—*University of California Whistleblower Policy (Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities)* (Jan. 1, 2012).

master's program, which involves further research training. The Orthodontics section prepared at least two letters and an "invoice" purporting to charge the annual \$30,000 fee for this training. All payments made on behalf of "E" came from the "C". After receiving documentation from the Orthodontics section, "E" caused three \$30,000 payments to be made by the "C" to the section, in 2014, 2015, and 2017, on Student One's behalf.

The weight of the evidence indicates that no such program existed. The international residency program already includes a research component, and Student One denied that during his time at UCLA he received any enhanced, special, or particularized research training in exchange for the payments, or for any other reason. We were unable to locate any documentation of the program apart from the materials created by Orthodontics faculty members in response to Student One's and HMC's requests. Nonetheless, when there was a temporary delay in payment from the "B" sponsors, the Orthodontics section threatened to suspend Student One from his studies.

Dr. Ting, Dr. Moon, and Dr. Jin Hee Kwak, another Orthodontics professor, arranged for the School of Dentistry's development office to create a gift fund to receive the payments. The faculty members did not inform development officials that the payments were in exchange for instruction, instead telling them only that the section was expecting a donation from the "C". Believing that the payments were donations, the development office set up the fund, sent internal and external communications regarding the "donations," and facilitated receipt of the payments into the fund.

In 2014, another international student, Student Two, was admitted to the Advanced Clinical Training program, a one-year postgraduate international training program with a fee of \$55,000. Dr. Moon recommended to Student Two that she concurrently enroll in the Combined Research and Clinical Training Program, or "Combo-Track" program, a program that would offer research training. The fee for this program was also \$30,000. Student Two enrolled in the program and made several payments totaling \$30,000 into the same donation fund that had been set up for the "E" payments. The School's Director of Development received the funds believing that Student Two was "donating" to the School. The development office prepared "thank you" notes on behalf of Dean Park for her "generous gift."² Student Two was subsequently admitted to the Orthodontics residency program.

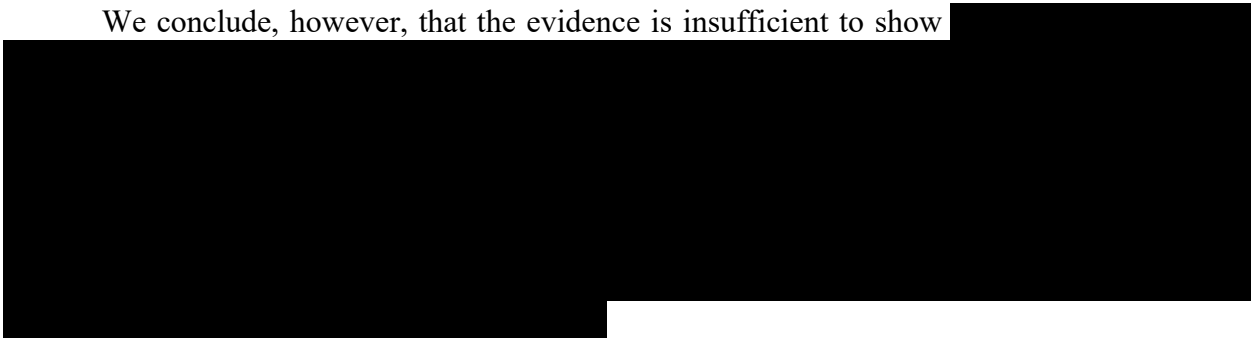
We conclude that Dr. Ting, Dr. Moon, and Dr. Kwak engaged in improper governmental activities under the University of California Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities ("UC Whistleblower Policy").³ Dr. Ting and Dr. Moon misrepresented to "E" that the \$90,000 was tuition for an enhanced research program for Student One, who was apparently targeted because he was a Middle Eastern student supposedly sponsored by a wealthy government. Dr. Kwak assisted with these misrepresentations. Dr. Ting, Dr. Moon, and Dr. Kwak caused the payments to be made directly into a gift fund for use by the Orthodontics section, bypassing the proper process for receiving international student revenues which would have allowed forty percent to go to the School. The evidence also demonstrates that Dr. Ting, Dr. Moon, and Dr. Kwak actively sought to disguise the nature of the payments from the University. Finally, Dr. Moon threatened to suspend Student One from his residency—for which

²EXHIBIT 31—Letter from Dr. No-Hee Park to Student Two (July 9, 2015).


³*University of California Whistleblower Policy, supra* Note 1.

Student One had separately paid—when the payment was slow in coming. The actions of Dr. Ting, Dr. Moon and Dr. Kwak violated multiple laws.

We conclude, however, that the evidence is insufficient to show



For similar reasons, we conclude that the two “donations” by Student One and Student Two,



B. PROFIT-SHARING PAYMENTS TO ORTHODONTICS FACULTY FUNDED BY INTERNATIONAL STUDENT FEES

In the course of our investigation into potential retaliation within the Orthodontics section, we learned of the section’s practice of paying its faculty “Z payments,” or incentive/bonus compensation, funded by fees from the international programs. We determined that the issue of the propriety of these payments under University policy was within the scope of our investigation.

Under the University of California Health Sciences Compensation Plan (the “HSCP”) and the School’s Implementing Procedures for that plan, faculty salaries at UCLA are divided into four categories for benefits calculations, called X, X’, Y, and Z payments. The X and X’ payments are considered “base salary” that is covered by the University of California retirement plan. The Y payments are negotiated by faculty above the base salary. The Z payments are incentive compensation not guaranteed and not covered by the retirement plan. Z payments may only be funded by professional fees faculty charge for services, such as expert witness fees or fees for clinical patient care.

The Orthodontics section receives considerable revenue from its postgraduate training programs geared toward international students, which include an international residency program, an Advanced Clinical Training program, and preceptorships. In 2012, then-Dean No-Hee Park reversed an earlier policy and approved incentive payments to Orthodontics faculty funded by the fees from these three programs. While these initial payments were characterized as “one-time” payments, Dean Park subsequently approved annual incentive payments for Orthodontics faculty

from the international accounts each year until stepping down as Dean in 2016. Dr. Ting, as chair of the section, sought yearly approval for the payments and proposed the “profit-sharing” payments each faculty member would receive.

From 2016 to 2019, current Dean Paul Krebsbach also approved the Z payments. In sum, from fiscal year 2012-13 to fiscal year 2018-19, the School paid a total of \$1,595,167 in Z payments funded by international fees to Orthodontics faculty members. During this period, however, the international accounts began to slip into insolvency. When Orthodontics faculty realized this, they took measures to cut programmatic and section expenses, including retroactively allocating a faculty member’s compensation to the School’s state-funded 19900 fund. However, at this same time they also sought ever-larger profit-sharing payments. Faculty also advocated to School officials that the payments should be based on projected revenues from the upcoming year, not current cash balances. In fiscal year 2017-18, despite a \$138,888 deficit in the accounts at the time of the request, Orthodontics faculty received \$303,102 in profit-sharing payments. In fiscal year 2018-19, despite another six-figure deficit, Orthodontics faculty received \$344,050 in profit-sharing payments. The Orthodontics international accounts are currently \$503,428 in deficit.

We conclude that the Z payments funded by international tuition fees were improper under University policy. Under the HSCP and the School’s Implementing Procedures, Z payments may only be funded by professional fees, such as clinical fees or expert witness fees. Tuition payments do not fall into this category. Thus, the Z payments were unauthorized under University policy.

We further conclude that Dr. Ting, the section chair, and Dr. Moon, the International Programs Director, violated University policy and California conflict of interest laws. The evidence reflects that Dr. Ting and Dr. Moon participated both in admissions decisions for the International Programs and in active efforts to grow the programs, including the recruiting of applicants. Because Dr. Ting and Dr. Moon were receiving incentive payments funded by tuition fees from these same programs, they were required to disqualify themselves from any decisions impacting International Programs revenues, including but not limited to decisions regarding the size of the programs and admissions decisions. They did not do this. This was an improper governmental activity.

Dr. Ting also used his position to tamp down programmatic and section expenses to preserve healthy profit-sharing payments, instructing that part-time faculty members’ time commitments to the program be lowered and that crucial staff positions be left unfilled in order to lower faculty and staff salary expenses. Staff informed us that the section sometimes lacked funds to purchase basic necessities, such as office equipment and supplies, because funds were being retained for profit-sharing payments. By not disqualifying himself from participating in such cost-cutting decisions in which he held a financial interest through his receipt of profit-sharing payments, Dr. Ting violated conflict of interest laws. This constituted an improper governmental activity.

C. RETALIATION BY SECTION CHAIR DR. KANG TING AGAINST FACULTY MEMBER DR. "A"

The scope of our investigation as mandated by the LDO included allegations of retaliation by Orthodontics faculty against Dr. "A". Our initial investigation into this issue

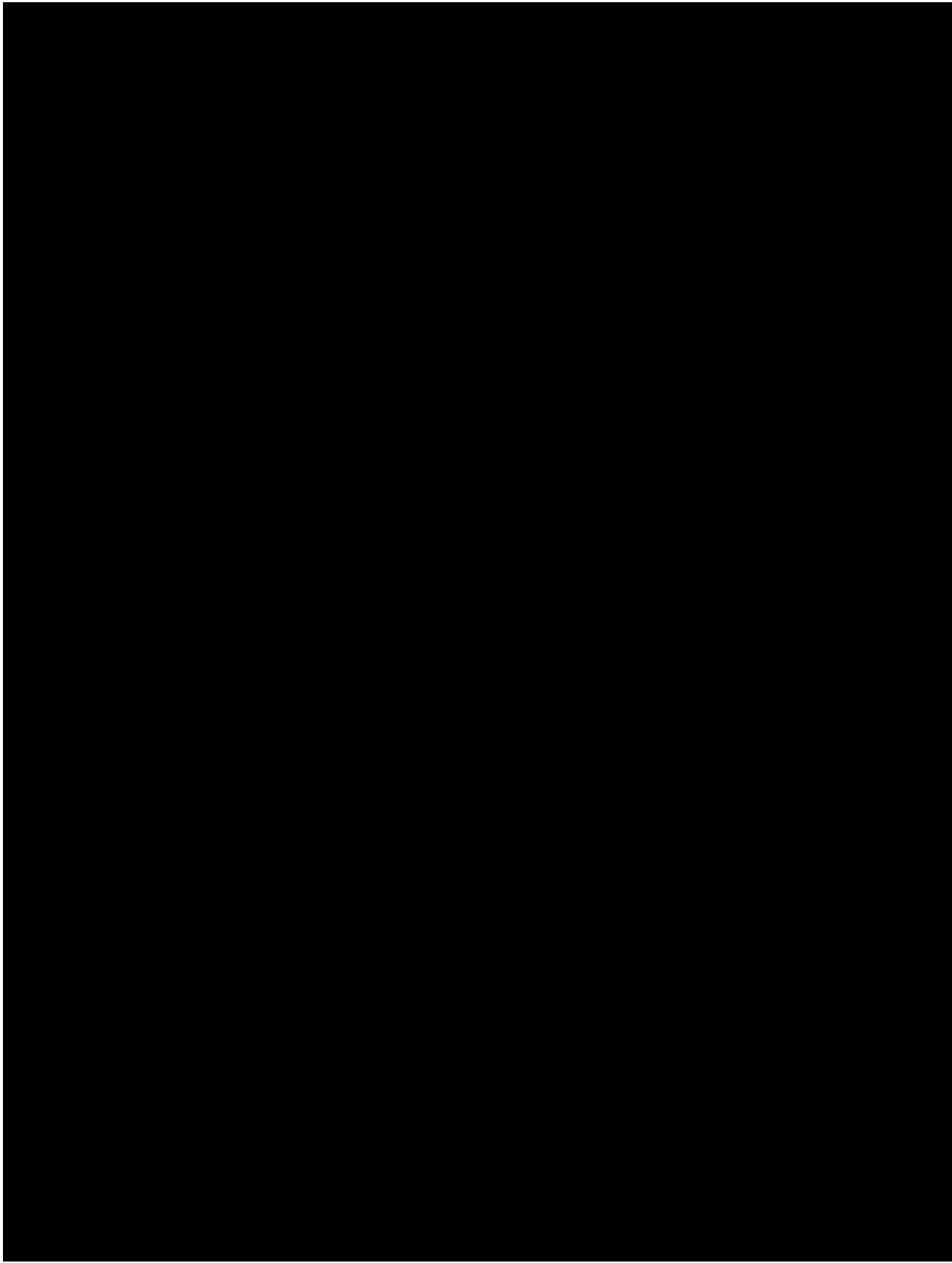
determined that there was evidence that Dr. Ting had retaliated against Dr. "A" through conduct including, but not limited to, alleging that "A" and others had committed academic misconduct. We referred investigation into the substance of the allegations of academic misconduct to the campus Research Integrity Officer (RIO), who was already undertaking an investigation into the issue. Due to the circumstances of the allegations and related conduct, we determined that further inquiry was warranted into whether Dr. Ting or others had acted with retaliatory intent.

The School hired Dr. "A" as a tenure-track faculty member on July 1, 2011. In 2015, Dr. "A" and Dr. Ting apparently had a falling-out due to the former's testimony in a Title IX complaint brought by Dr. Kwak and Dr. Ting against the section's Managing Service Officer ("G"). Subsequently, in 2016, Dr. Ting mounted a campaign against Dr. "A's" tenure process. An anonymous letter alleging that Dr. "A" had engaged in academic misconduct was slipped under the door of a member of the Academic Promotion and Appraisal committee who was evaluating Dr. "A's" tenure promotion. Later, Dr. Ting admitted in an email to Dr. Moon that he had written at least part of the language in the letter. As a result of these allegations, Dr. "A's" tenure promotion was postponed until the following year. Additionally, Dr. Kwak subsequently emailed the research misconduct allegations to the Harvard School of Dental Medicine ("HSDM"), which had offered Dr. "A" a faculty position. As a result, HSDM withdrew its offer. Dr. Kwak also emailed the research misconduct allegations to the dean of a Korean university where Dr. "A" was slated to lecture.

We conclude that Dr. Ting's and Dr. Kwak's actions in circulating anonymous academic misconduct allegations against Dr. "A" during her tenure process and during her candidacy for a position at HSDM were unjustified and harassing. While under some circumstances a tenure committee might serve as an appropriate campus authority to which a whistleblower could make a complaint, the weight of the evidence suggests that Dr. Ting's actions did not constitute whistleblowing since they were anonymous and appeared designed to inflict professional damage to a colleague. Dr. Ting also later notified a senior administrator about the allegations, demonstrating his awareness of the proper channels through which to make such a complaint. Sufficient evidence exists to conclude that Dr. Ting engaged in this conduct in retaliation for Dr. "A's" participation in a Title IX investigation.⁴ We conclude that Dr. Ting's conduct constituted an improper governmental activity. We further conclude that Dr. Kwak's conduct violated the UC Faculty Code of Conduct.

⁴**EXHIBIT 112**—*UNIVERSITY OF CALIFORNIA, POLICY SEXUAL VIOLENCE AND SEXUAL HARASSMENT*, at section II.B ("Retaliation is an adverse action against a person based on . . . their participation in the investigation, reporting, remedial, or disciplinary processes provided for in this Policy.") (July 31, 2019).

D. ANCILLARY ISSUES





II. OVERVIEW OF EXAMINATION PROCEDURES

A. SCOPE OF WORK

In April 2019, Karis Chi selected Michael Behrens of Hueston Hennigan LLP to conduct an independent examination of the issues raised by the whistleblower report regarding unauthorized fees charged to international postgraduate Orthodontics students. Chi asked Behrens to deliver a report to the locally designated official.⁵

As this inquiry was instigated by a whistleblower who made a report to the appropriate campus officials and to Chi as UCLA's locally designated officer at the time, our investigation complied with the UC Whistleblower Policy.⁶ It is important to note, however, that no retaliation complaint has been filed, so our investigation was not governed by the UC Whistleblower Protection Policy.

B. WITNESSES INTERVIEWED

In connection with our review, we interviewed 44 UCLA administrators, faculty, staff, and current and former students (some of them more than once), either in person or by telephone. Each

⁵During the investigation, Chi left UCLA, whereupon Ed Pierce, Director of UCLA Audit & Advisory Services, became the acting UCLA locally designated official.

⁶*University of California Whistleblower Policy, supra* Note 1.

witness participated in the interview process on a voluntary basis, and we gave each the opportunity to respond to material points of evidence contained in this report. We did not provide witnesses with proposed questions prior to their interviews.

C. MATERIALS REVIEWED

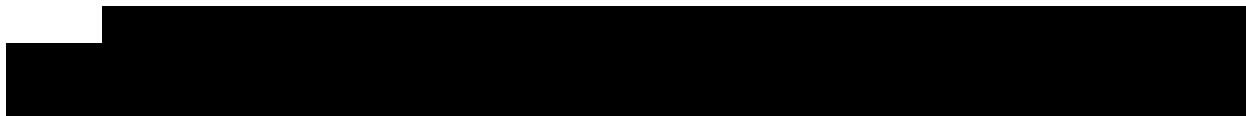
In addition to witness interviews, we collected and reviewed a broad range of materials during the course of our investigation, including the following:

- Emails and Attachments: We reviewed emails and attachments sent and received between relevant individuals at the School of Dentistry. We prioritized email collection from eight custodians and received emails and attachments for each. In total, we have received over 334,253 emails and associated documents, and have reviewed several thousand using targeted keyword searches.
- Orthodontics Section Records: We requested that the Orthodontics section provide us with its records. We collected over 79,000 documents and have reviewed hundreds using targeted keyword searches and information provided us by Orthodontics staff.
- School Financial Records: We received numerous financial reports from the School of Dentistry financial services, which were analyzed by a professional forensic accountant retained by Hueston Hennigan LLP for this purpose. A forensic accountant also participated in interviews where appropriate. We are grateful for the assistance provided by the School's Financial Services and Academic Personnel offices to our investigation.
- Other Materials: We also reviewed documents provided to us by Dr. Kang Ting, Dr. Won Moon, Dr. Jin Hee Kwak, and other witnesses.

D. ISSUES WITHIN THE SCOPE OF INVESTIGATION REFERRED TO CAMPUS OFFICES

The scope of our investigation included allegations that Orthodontics faculty had retaliated against Dr. "A", and that Dr. "A" had committed academic misconduct. On April 22, 2019, we referred the investigation of the substance of the academic misconduct allegations to the campus Research Integrity Officer, who had already begun an investigation.

Our investigation into allegations of retaliation by Orthodontics faculty included the issue of whether Title IX Complainant's sexual harassment complaint against Title IX Respondent was filed in retaliation by Title IX Complainant and/or Dr. Ting. It is our understanding that the Title IX office has reviewed the allegations and determined they meet the threshold for a Title IX investigation. Accordingly, by and through this report we refer this aspect of our investigation to that office for investigation.



III. BACKGROUND

A. ORGANIZATION OF THE UCLA SCHOOL OF DENTISTRY

The UCLA School of Dentistry is organized into six academic divisions, of which five have been organized further into sections.⁷ Both the divisions and sections represent topical areas in dentistry. The Orthodontics section is one of two sections within the Growth and Development division.⁸ Dr. Paul Krebsbach has served as current Dean of the School of Dentistry since June 30, 2016. Prior to that, from 1998 to June 2016, Dr. No-Hee Park served for eighteen years as Dean of the School of Dentistry.

B. ACADEMIC OFFERINGS OF THE UCLA SCHOOL OF DENTISTRY

The School of Dentistry offers a Doctor of Dental Surgery (DDS) degree as well as a Master of Science (MS) degree and a Doctor of Philosophy (PhD) degree in Oral Biology. The School also offers post-DDS programs including postgraduate training for US or Canadian-trained dentists (residencies). The post-graduate residencies for US or Canadian-trained dentists are for graduates of dental schools accredited by the Commission on Dental Accreditation of the American Dental Association (CODA).

Some sections in the School of Dentistry, including Orthodontics, offer postgraduate residencies for foreign-trained dentists who graduated from non-CODA accredited dental schools. Orthodontics and other sections also offer advanced clinical training and preceptorship programs for foreign-trained dentists. These programs generally require a one to three-year commitment. After completion of the program, trainees are awarded a certificate of completion. The School website states that graduates from these programs generally return to their home countries to practice.

In July 2011, the School of Dentistry applied to the UCLA Office of Academic Planning & Budget to reclassify the School of Dentistry's international postgraduate training programs and preceptorship programs from continuing education programs to Sales and Service Activities.⁹ Under UCLA policy, a Sales and Service Activity is a "business enterprise[] that support[s] the University's mission and values," specifically, "an approved campus business activity that provides a good and/or service to Internal and/or External Customers at a pre-established rate or negotiated terms, as applicable."¹⁰ The School of Dentistry's application defines the programs as "self-supporting certificate programs" and lists Dean Dr. No-Hee Park as the faculty member accepting responsibility for the activities.¹¹ The application was approved on July 27, 2011,

⁷**EXHIBIT 2**—*UCLA School of Dentistry Organization Chart* (June 28, 2019).

⁸*Id.*

⁹**EXHIBIT 3**—*UCLA School of Dentistry: Sales and Service Application for International Post-Graduate Training Program and Preceptorship Programs* (July 25, 2011).

¹⁰**EXHIBIT 4**—*UCLA Policy 340: Sales and Service Activities* (Dec. 1, 2018).

¹¹*Sales and Service Application, supra* Note 9.

requiring Dean Park to “review this activity’s budget, rates, and compliance with UCLA Policy annually” and to ensure the ledger “break[s] even.”¹² This agreement encompasses all the international programs within the School of Dentistry, which appeared to operate in the black during Dean Park’s tenure.¹³

1. Orthodontics International Postgraduate Training Programs

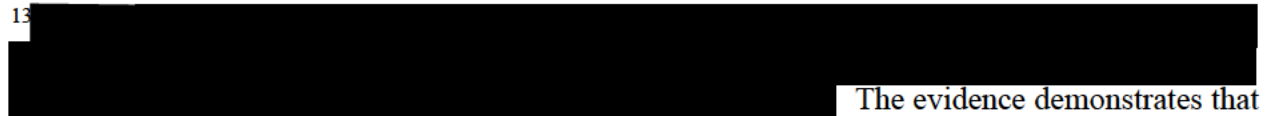
The Orthodontics section in the UCLA School of Dentistry offers three postgraduate training programs for international or foreign-trained students: a three-year Orthodontics Postgraduate Training Program (“international residency”), a one to three year Advanced Clinical Training Program (“ACT”), and a shorter preceptorship program in which trainees observe but did not directly participate in clinical care. The School’s 2011 Sales & Service Activities application listed three programs for Orthodontics: Orthodontics and Advanced Orthodontics “preceptorship” programs with fees of \$13,750 per quarter (\$55,000 annually), and an Orthodontics International (Residents) program with fees of \$17,500 per quarter (\$70,000 annually).¹⁴ Students in the international residency program were enrolled in the master’s degree program in Oral Biology from the School of Dentistry. Collectively, these programs will be referred to as the “International Programs.”

2. Leadership and Operations of Orthodontics International Programs

Dr. Kang (Eric) Ting was chair of the Orthodontics section. He played an instrumental role in starting the first ACT program and international residency program at the School. Dr. Won Moon, an associate clinical professor and the Dr. Thomas R. Bales Endowed Chair in Orthodontics, was Program Director for the International Programs. Dr. Jim Hee Kwak is an Orthodontics adjunct associate professor who teaches in the programs. Collectively, Drs. Ting, Moon, and Kwak promoted the programs, recruited students, provided clinical and didactic training, supervised the clinic, created and administered exams, designed the curriculum, and mentored and advised the students.¹⁵ Dr. Ting and Dr. Moon appear to have determined whom to admit to the programs¹⁶ and, with the School’s Faculty Executive Committee’s input,

¹²*Id.*

¹³

 The evidence demonstrates that the full-time Orthodontics faculty took active steps to conceal their activities from Dean Park and the University.

¹⁴*Sales and Service Application, supra* Note 9. The clinical training programs were initially all titled “Preceptorship” programs. In 2012, they were reorganized into a one-year Advanced Clinical Training (ACT) program and a quarterly Preceptorship Program.

¹⁵**EXHIBIT 5**—*Section of Orthodontics: Profit Sharing Committee, Ortho Faculty Meeting* at 1, 3 (Aug. 14, 2017); **EXHIBIT 6**—*Section of Orthodontics: Profit Sharing Committee Meetings Minutes* at 3 (June 28, 2017); **EXHIBIT 7**—*Section of Orthodontics: Profit Sharing Guidelines* at 1 (July 20, 2018).

¹⁶**EXHIBIT 8**—Email from Dr. Won Moon to Dr. Kang Ting (Dec. 16, 2014 2:14 PM).

recommended to the Dean how many to admit.¹⁷ Orthodontics staff provided administrative support for the programs.

Other campus entities assisted with program operations. Erin Hakim, the School of Dentistry's Postgraduate Program Coordinator and International Advisor, was responsible for maintaining program rosters and handling visas, insurance, certificates, and graduation planning. Hakim left the School in 2016 and was replaced by Louis Gutierrez. International trainees are not enrolled in degree-granting programs, so their visas cannot be processed through the Dashew Center like typical students. To resolve this conflict, visas are processed through the UCLA Extension (UNEX), which handles and processes visas for Continuing Education programs. Under a 2012 Memorandum of Understanding between the School of Dentistry and UNEX, international students paid program fees to UNEX which then transferred the revenues to the corresponding Sales & Service accounts accessible by the School.¹⁸ International residents were also enrolled in the master's Oral Biology degree program, for which they paid fees to the UCLA registrar's office in Murphy Hall.

3. Forty Percent Dean's Tax

In April 2011, then Dean No-Hee Park set forth policies for implementing international postgraduate training programs at the School of Dentistry in a memorandum addressed to all Section Chairs and Program Directors.¹⁹ Included in the policies was a mandate that each section create an admissions committee for that section's programs. The School's Postgraduate Program Coordinator and International Advisor was to function as registrar for the programs. Student payments were to be made to the Postgraduate Program Coordinator and International Advisor, and tuition rates were to be determined by Section Chairs and Program Directors, with approval from the Dean. The memorandum further instructed that of the revenues from the programs, forty percent would be "taken by the School as overhead and will be utilized as a part of the Schools' [sic] overall budget." The remaining sixty percent would be returned to the section. Half of this amount (30 percent) was to be "invested back into the respective programs and used to offset the education costs of the programs, including without limitation, the hiring of faculty and the cost of resources" used by the students. The remaining 30 percent would be utilized at the discretion of Section Chairs for the "benefit of the Sections." In our interviews and in documents reviewed, School of Dentistry faculty and staff referred to the forty percent of international program revenues to be "taken by the School" as the "Dean's Tax."

IV. ALLEGATIONS REGARDING THE TWO "DONATIONS"

The whistleblower report alleged that two international students had made payments totaling \$120,000 into a UCLA Foundation fund established in December 2014 called the

¹⁷**EXHIBIT 9**—Email from Dr. Kang Ting to Dean Paul Krebsbach (March 7, 2017 1:23 PM); **EXHIBIT 10**—Email from Dr. Earl Freymiller to Holly He (April 12, 2016 1:00 PM).

¹⁸**EXHIBIT 118**—MOU between UNEX and the School of Dentistry for international postgraduate certificate programs (May 2, 2012).

¹⁹**EXHIBIT 11**—*Memorandum to Section Chairs and Program Directors appointed by Section Chairs from Dean No-Hee Park regarding Conversion of Long-Term Preceptorship programs to the International Postgraduate Training Programs for X* (April 15, 2011).

“Orthodontic International Training Program for Research Education Fund.” The LDO tasked Hueston Hennigan LLP with determining whether the payments were tuition or donations and whether the related conduct of any faculty members violated applicable law, university policy, or the Faculty Code of Conduct. This section of the report first details relevant facts regarding the payments and conduct. It then presents specific findings on each issue, including whether any improper governmental activities occurred.

A. SUMMARY OF FACTS

1. Orthodontics Charged a \$90,000 Fee for Training an International Resident in “Basic and Advanced Research Skills”

According to witnesses, in spring or early summer 2014, the former [REDACTED] (“G”) for the Orthodontics section approached an admitted Orthodontics resident, Student One. The section “G”—a title which [REDACTED]

[REDACTED] Student One had been an ACT student in 2012 and was sponsored by the “E” (“E”), a governmental non-profit located in “F”, “D”. He had been admitted to the residency program in September 2013 and was scheduled to begin classes in summer 2014.

According to Student One, [REDACTED] “G” handed him a document requesting an additional \$30,000 as a “donation” to the Orthodontics section. Student One, whose sponsor was already paying his annual international residency fee of \$70,000, said he felt “shocked.” He stated he asked [REDACTED] “G” if the payment was “obligatory or optional,” and “G” told him that it was obligatory. Student One stated he felt “very scared,” as he had already accepted the UCLA residency position and turned down another residency in Sweden. Student One said he was aware of “what happened to “H”.”²⁰ He could not pay the \$30,000 himself, so he knew that his sponsor would have to pay.

[REDACTED] “G” acknowledged that this conversation took place and that she gave Student One such a document.²¹ According to [REDACTED] “G”, Dr. Ting and Dr. Moon had told her about their intent to charge Student One an additional \$30,000 a year beyond his residency fees on the assumption that his government sponsor could—and would—pay for it. When she found Student One, she pulled him aside and apologized before handing him the document. [REDACTED] “G” recalled that Student One asked her if the payment was mandatory, and she told him “something along the lines” of, “you know what will happen,” *i.e.*, that Dr. Ting and Dr. Moon would be angry if Student One’s sponsor refused to pay.

²⁰Dr. “H” was a dentist who alleged that, after being admitted to the Orthodontics residency program, he had been asked by an alumnus to make a “donation” to the School of Dentistry to ensure his place in the program. He later sued the university, claiming that Orthodontics faculty members had retaliated against him.

²¹The document may have been an invoice dated May 21, 2014 that was apparently sent to “E”. See Note 23, *infra*.

Drs. Ting, Moon, and Kwak stated that they charged Student One the fee because he had requested formal research training beyond what he would receive as a resident.²² Student One denies making such a request. The evidence also suggests that "E" was surprised when informed of the fee. In June 2014, "E" emailed Dr. Moon, asking why the \$30,000 had not been mentioned in Student One's letter of acceptance to the residency program.²³ HMC's email attached an invoice for \$30,000. The invoice, on School of Dentistry letterhead, stated: "Invoice for [Student One], Orthodontics Research Foundation for Trainees." It also instructed that checks be made payable to the "UCLA Foundation" and stated, "[f]unds to be used for Research in the Section of Orthodontics."²⁴

While this language may be ambiguous as to whether the invoice was for a donation or fee, follow-up correspondence sent by Dr. Moon to "E" refers to the \$30,000 as a "cost[]" "to equip international students with basic and advanced research skills" and states that "billing of this payment is through [the] UCLA Foundation."²⁵ After "E" requested further documentation of the fee, Dr. Ting on November 24, 2014 sent a letter verifying that Student One "is enrolled in higher-level research training to support his pursuit in academic career."²⁶ Internal Orthodontics communications alternately referred to the payments as fees or donations.²⁷

In 2015 and 2017, Dr. Moon sent a letter to Dr. [REDACTED], the deputy chief medical officer and director of the Department of Medical Education at "E", thanking "E" for its previous "contribution" to the research training fund, providing a due date for that year's payment, and reiterating that the payments were for training students in basic and advanced research skills.²⁸ According to UCLA records, the "C", on behalf of "E", made

²²The School of Dentistry website indicates that the standard curriculum for Orthodontics residents features a research component: "[t]he Orthodontics Postgraduate Training Program is designed to train clinical specialists at the postgraduate level and includes extensive didactic, clinical, and research experience."

²³**EXHIBIT 12**—Email from Mary Jean Oclarino Nery to Dr. Won Moon (June 23, 2014 11:12 AM); **EXHIBIT 13**—*Invoice for [Student One], International Orthodontic Program, UCLA School of Dentistry* (May 21, 2014).

²⁴*Id.*

²⁵**EXHIBIT 14**—Letter from [REDACTED] Won Moon to Dr. Abdullatif Al-Khal (undated), attached to email from Dr. Won Moon to [REDACTED] "G" (Sept. 12, 2014 1:49 AM). The provenance of this letter is unclear. On September 3, 2014, Student One sent the draft letter, not on UCLA letterhead, to Dr. Moon. See **EXHIBIT 12**—Email from Student One to Dr. Won Moon (Sept. 3, 2014 4:56 PM). On September 12, 2014, Dr. Moon sent the letter, now on letterhead, to [REDACTED] "G". In his interview, Student One stated that he told [REDACTED] "G" that he needed a document that characterized the "donation" as a fee. He said [REDACTED] "G" agreed to ask Dr. Moon about writing a letter calling the fee something other than a donation. Although Student One claimed that Dr. Moon wrote the letter, these communications suggest that Student One may have drafted or revised it.

²⁶**EXHIBIT 15**—Letter from Dr. [REDACTED] ang Ting to Whom It May Concern (Nov. 23, 2014); Email from Dr. Jin Hee Kwak to [REDACTED] "G", cc'ing Dr. Ting and Dr. Moon (Nov. 23, 2014 5:04 PM). ²⁷See, e.g., **EXHIBIT 16**—Email from Dr. Won Moon to Dr. Jin Hee Kwak (Dec. 8, 2014) (referring to "fees" and amounts being "charged").

²⁸**EXHIBIT 17**—Email from Holly He to Student One (Dec. 16, 2015 10:20:55 PM); Email from Holly He to Mary Jean Oclarino Nery (Feb. 25, 2017 12:36 AM); see also **EXHIBIT 18**—Letter

three \$30,000 payments, totaling \$90,000, in 2014, 2015, and 2017 to the UCLA Foundation for Student One.²⁹ In email correspondence during this period, both Orthodontics and "E" personnel referred to the \$30,000 payments as a "fee."³⁰

In interviews, Drs. Ting, Moon, and Kwak stated that the \$90,000 in payments were fees for the enhanced research training supposedly requested by Student One. Documents and interviews confirm that Student One worked in Dr. Ting's lab during his residency, including on a research project involving the NELL-1 protein, as did other residents. Student One stated that he received no special research training and that his work in Dr. Ting's lab was identical in scope and training received to that of other residents. No current or former Orthodontics resident with whom we spoke was aware that Student One was participating in any research program beyond the normal curriculum.

Emails show that Orthodontics faculty and staff threatened to suspend Student One from his research activities if payment was not received. After an apparent problem with HMC's initial check, [REDACTED] "G" emailed "E" stating that if the funds were not received by the end of the month, Orthodontics would have "no choice" but to "suspend Student One from the Research program."³¹ After [REDACTED] "G" forwarded the email exchange to Dr. Moon, he replied to her, "Either they pay or [Student One] is taking time off until we get paid...education is not free in USA. Even our domestic student will be kicked out if they do not pay the tuition. No more excuses...!!!!"³²

2. Orthodontics Did Not Seek Authorization to Charge the Additional \$90,000 Fee for Research Training

The international residency program was a Sales & Service Activity overseen at that time by the Office of Academic Planning & Budget. UCLA Policy 340 governs Sales and Service Activities. The version of Policy 340 in effect at the time required the School of Dentistry, if establishing a new Sales and Service Activity, or making any changes to an existing activity such as changing rates or the scope of services offered, to submit a formal application to the Office of Academic Planning & Budget. Each Sales and Service Activity required its own Sales and Service Fund in order to track income and expenses, and the School was required to submit requests for fee waivers or discounts to the Dean or Vice Chancellor, as well as the Chair of the Policy Committee on Sales and Service Activities and Service Enterprises.

We were unable to locate any evidence that the School of Dentistry sought or received approval from the Office of Academic Planning & Budget related to Student One's training or

from Dr. Won Moon to Dr. Abdullatif Al-Khal requesting payment by Jan. 15, 2016 (undated).

²⁹ **EXHIBIT 19**—UCLA Foundation Gift Transmittal, at 1; UCLA Foundation Gift Transmittal, at 5; UCLA Foundation Gift Transmittal, at 8.

³⁰ **EXHIBIT 20**—Email from Mary Jean Oclarino Nery to the "G" (September 20, 2014 10:38 PM) (discussing "fees required for [Student One]"); **EXHIBIT 12**—Email from Mary Jean Oclarino Nery to Dr. Won Moon (June 23, 2014 11:12 AM); **EXHIBIT 17**—Email from Holly He to Student One (Dec. 16, 2015) (with subject line: "UCLA International Program Research Fee Letter").

³¹ **EXHIBIT 21**—Email from [REDACTED] "G" to Mary Jean Oclarino Nery (April 8, 2015 2:33 AM).

³² **EXHIBIT 21**—Email from Dr. Won Moon to [REDACTED] "G" (April 8, 2015 11:17:58 PM).

purported additional payments for that training, either to expand the scope of the international residency program or institute a new sales activity to cover the service. Nor were we able to find any evidence that the Orthodontics section notified the then-Dean of the School of Dentistry, No-Hee Park, that it had expanded the scope of the international residency program for Student One or alternatively, created an entirely new program for Student One.

3. Orthodontics Charged an ACT Student a \$30,000 Fee for Research “Training”

On February 13, 2015, the Orthodontics section sent a letter to Student Two, an Orthodontics ACT student, notifying her that she had been accepted into a program called the Combined Research and Advanced Clinical Training Program, which the letter stated was an “advanced” program offered to “highly gifted” individuals that would provide them with “extensive training and research projects.”³³ The letter stated that the tuition for the program was \$30,000 annually.³⁴

Based on internal documents we reviewed, the Orthodontics section had apparently created the Combined Research and Advanced Clinical Training Program, or “Combo-Track” program, in 2013. Orthodontics faculty members informed us that they intended it to be a variant of the ACT program that would allow ACT students to devote 50 percent of their time to research instead of clinical activities (the ACT program was one hundred percent clinical). At its inception, three trainees, [REDACTED], [REDACTED], and [REDACTED], were invited to and participated in the program. While internal documents describing the program appear to contemplate a tuition fee, we found no evidence that Drs. [REDACTED], [REDACTED], or [REDACTED] ever paid fees for the program.³⁵

However, beginning in 2014, Orthodontics began charging a \$30,000 fee for the Combo-Track program to certain students. Drs. Ting, Moon, and Kwak stated this was to defray the costs of the ACT students’ research. In December 2014, the section invited two ACT students, Recruit One and Recruit Two, to participate in the program, informing them that the fee would be \$30,000.³⁶ According to internal emails, Dr. Moon decided upon this annual fee because Student One had been charged \$30,000 a year for his purported three-year research training program.³⁷ Orthodontics faculty, particularly Dr. Moon, began marketing the Combo-Track program in person and in writing to prospective or incoming ACT students. One of these students was Student Two, who met with Dr. Moon after her application to the international residency program was rejected. Several witnesses stated that there were rumors around the program that Student Two had a

³³ **EXHIBIT 22**—Letter from Dr. Won Moon to Student Two (Feb. 13, 2015).

³⁴ *Id.*

³⁵ **EXHIBIT 23**—*Memorandum Re: Newly established Combined Research and Advanced Clinical Training (ACT) Program* (Oct. 27, 2013) (noting that “tuition” for Combined Research and Advanced Clinical Training (ACT) Program was expected to “increase by XXX amount” depending on demand).

³⁶ **EXHIBIT 24**—Email from Dr. Jin Hee Kwak to Recruit One attaching Letter to ACTs for combo-track (Dec. 17, 2014 12:03 PM); **EXHIBIT 25**—Email from Dr. Jin Hee Kwak to Recruit Two attaching Letter to ACTs for combo-track (Dec. 17, 2014 12:01 PM).

³⁷ **EXHIBIT 16**—Email from Dr. Won Moon to Dr. Jin Hee Kwak (Dec. 8, 2014 11:11 AM).

wealthy husband. Dr. Moon told her that she could join the ACT program for \$55,000, but if she wanted to be competitive, she needed “basic science research” experience.

Student Two joined the international programs as an ACT student, and began working on a “trial” basis in Dr. Ting’s lab.³⁸ In January 2015, Dr. Kwak invited Student Two to join the Combo-Track program, and after speaking again with Dr. Moon, Student Two agreed to do so.³⁹ Dr. Moon emailed Dr. Ting and Dr. Kwak that he had spoken with Student Two and she had agreed to pay the \$30,000 “donation” for the Combo-Track program.⁴⁰ Student Two could not pay the amount by lump sum. She made two payments of \$3,000 on April 10, 2015 from her credit card, a payment by check for \$4,000 on April 10, 2015, and a payment by credit card for \$10,000 on June 26, 2015. She made a final payment of \$10,000 from her credit card on August 11, 2015.⁴¹ All payments were to the UCLA Foundation.

Despite his description of the \$30,000 as a “donation” in his email to Dr. Ting and Dr. Kwak, Dr. Moon told us that the \$30,000 paid by Student Two was tuition for the Combo-Track program. Student Two stated that she always believed the payment was a mandatory fee required to participate in the program. Student Two stated that she worked in Dr. Ting’s lab, but described the work as basic, repetitive, and akin to free labor; she worked in the lab seven days a week, nearly always past midnight, and did whatever the residents asked her to do.⁴² However, when Student Two was slow in making her initial payment, both Dr. Moon and Dr. Kwak admonished Student Two that her participation in her daily research activities—essentially, her participation in the Combo-Track program—would be suspended if she did not pay the \$30,000 fee.⁴³

4. Orthodontics Did Not Seek Authorization to Create the Combo-Track Program or Charge a \$30,000 Fee for It

Under Policy 340, the School was required to seek approval from the Office of Academic Planning & Budget to create the Combined Research and Advanced Clinical Training Program, because the program, by providing the opportunity for ACT trainees to perform research work in Orthodontics faculty members’ labs for an additional fee, either constituted a new Sales & Service Activity or expanded the scope of services offered for an existing activity—the ACT program. Additionally, under Policy 340, the School was required to receive approval from the Office of Academic Planning & Budget for any new rates or changes to existing rates. We were unable to locate any record of the School of Dentistry seeking or receiving either approval to create or expand the program, or to charge the \$30,000 fee. Nor were we able to find any evidence that the

³⁸**EXHIBIT 26**—Email from Dr. Jin Hee Kwak to Student Two (Jan. 14, 2015 1:56 PM).

³⁹**EXHIBIT 27**—Email from Student Two to Dr. Jin Hee Kwak (Jan. 16, 2015 3:11 PM); **EXHIBIT 22**—Letter from Dr. Won Moon to Student Two (Feb. 13, 2015).

⁴⁰**EXHIBIT 28**—Email from Dr. Won Moon to Dr. Kang Ting and Dr. Jin Hee Kwak (Jan. 16, 2015 12:05 PM).

⁴¹**EXHIBIT 19**—UCLA Foundation Gift Transmittals, at 2-3, 5, 6-7.

⁴²Another former trainee with whom we spoke corroborated this description of the program, describing it as “24/7” and like being “enslaved by the lab.”

⁴³**EXHIBIT 29**—Email from Dr. Jin Hee Kwak to Student Two (April 8, 2015 11:12 AM).

Orthodontics section notified the then-Dean of the School of Dentistry, No-Hee Park, that it had created the program.

5. Orthodontics Instructed the School's Development Office to Set Up a Donation Fund to Receive the Fees

In November 2014, Dr. Ting and Dr. Moon visited "I", [REDACTED], and told her that they were anticipating a gift from the "C" to fund research training. "I" did not find this unusual, as Dr. Ting and Dr. Moon were often traveling and lecturing, were world-renowned scholars, and had solicited donations from foreign donors previously. "I" also knew that the "C" had previously donated to the university. In anticipation of the "donation," "I" worked with Dr. Ting and Dr. Kwak to set up the "Orthodontic International Training Program for Research Education Fund" in December 2014.⁴⁴

When interviewed, Dr. Ting, Dr. Moon, and Dr. Kwak denied that they or any other Orthodontics faculty member ever told "I" that the payments were donations. Instead, they stated that after a series of meetings in Fall 2014 regarding the section's proposal for a research program, "I" instructed the section not to have UNEX collect the tuition fees as with the other international programs, but instead to have the payments made directly to the School as "donations." Dr. Kwak stated that "I" told her that she was under pressure from Dean Park to raise money for the school, and that she wanted to receive the funds as donations in order to boost the development office's fund-raising numbers.

In his interview, Dr. Moon offered a slightly different rationale for why "I" had instructed that Student One's fee should go into a donation fund: "E" had made clear that it wanted one hundred percent of its payment to go to fund Student One's research on a dollar for dollar basis. Dr. Moon explained that if the fee was paid through UNEX as usual, it would be subject to UNEX administrative fees, as well as the forty percent Dean's tax. Additionally, thirty percent of the remainder would be made available to the section for disbursement as profit-sharing payments to the faculty.

"I" denied that she had a series of meetings with Orthodontics faculty and staff in Fall 2014 regarding a new research program. She denied that Drs. Ting, Moon, or Kwak ever discussed the Combo-Track program with her, or that she ever gave the faculty members directions on how they should collect fees for the programs. She denied knowingly instructing that student fees should be paid as "donations," and disputed that she would make such an arrangement in order to boost the School's fund-raising numbers. "I" further stated that she was unaware that the "C" payments were associated with Student One, an international resident, or that Student Two was an ACT student and applicant to the Orthodontics residency program.

⁴⁴**EXHIBIT 30**—Email from "I" to No-Hee Park (Nov. 21, 2014 3:27 PM) (informing Dean Park that her office was setting up a new gift fund because "the Section of Orthodontics is anticipating a gift of \$30,000 to arrive next week"). The "gift" was in fact the "E" payment for \$30,000 on behalf of Student One, deposited into the fund on December 11, 2014.

The evidence supports "I's" version of events. The weight of the evidence does not suggest that "I" or anybody else in development understood that the "C" payments were fees, much less that "I" knowingly instructed Orthodontics to receive program tuition fees as donations.⁴⁵ In internal communications, the development office consistently referred to the "E" payments as donations. Development staff referenced "donations" in their communications, such as when they emailed Orthodontics for contact information for the "E" "donors" in order to send acknowledgment letters.⁴⁶ Similarly, "I's" communications were consistent with a belief that the payments were donations; she referred to Student Two and her husband as "donors" and advised the section on the process for reimbursing a donor's funds, including possible tax implications for Student Two and her husband.⁴⁷

Student Two did meet with "I" at the School of Dentistry on several occasions.⁴⁸ "I" explained that this was normal procedure, as she liked to have personal contact with donors whenever possible. She stated that Dr. Ting agreed to bring Student Two to her office. "I" met with Student Two and described their interactions as pleasant and brief. To her, Student Two appeared to meet the profile of a donor; she was well-dressed with good shoes and a good bag. Student Two stated that she believed that "I" was an official designated to receive her tuition payments. She stated that when she met with "I", she wanted to make her payments as quickly as possible because she was embarrassed that she was late on her payments, and so the interactions were transactional. English is not Student Two's first language. She is also older than the stereotypical graduate student and presents as well-dressed and professional, so we

⁴⁵In February 2017, an Orthodontics staffer cc'd "I" on an email to an "E" representative thanking "E" for its previous "contribution" and attaching "a request for international research Fee in the amount of \$30,000 due Feb 28th, 2017." See **EXHIBIT 17**—Email from Holly He to Mary Jean Oclarino Nery (25 February, 2017 12:36 AM). The email included a chain of previous emails between Orthodontics, "E" and Student One with the subject line "Re: UCLA International Program Research Fee Letter" and references to the "research fee."⁴⁵ See *id.* "I" then emailed the Orthodontics staffer inquiring when Orthodontics expected to receive the check, and on March 29, 2017 sent the same staffer an email stating "Congratulations to Orthodontics for receiving the \$30,000 donation from "C"." The staffer replied, "This is for a resident in Dr. Ting's lab." See **EXHIBIT 17**—Email from "I" to Holly He (March 01, 2017 3:32 PM); Email from "I" to Francesca Moore (March 29, 2017 10:08 AM); Email from Francesca Moore to "I" (March 29, 2017 10:34 AM). While ideally development staff might have noticed references to a "research fee" in these emails, we conclude that, taken alone, these emails do not evidence "I's" knowledge of the existence of the programs or the nature of the payments being received from "E", particularly because "I" on March 29 referred to the payments as donations.

⁴⁶**EXHIBIT 31**—Dean No-Hee Park letter to Student Two (July 9, 2015); **EXHIBIT 32**—Email from Grace Delgado to the "G" (May 26, 2015 4:31 PM); **EXHIBIT 33**—Email from "I" to Holly He (March 24, 2016 1:20 PM) (asking if Orthodontics would like an acknowledgment letter prepared to be sent "in recognition of this gift").

⁴⁷**EXHIBIT 34**—Email from "I" to Francesca Moore (Jan. 24, 2019 12:25 PM); **EXHIBIT 35**—Email from Dr. Kang Ting to "I" (March 9, 2019 10:48 PM); see also **EXHIBIT 36**—Email from "I" to Student Two (June 26, 2015 3:25 PM).

⁴⁸*Id.*

find plausible "I's" account of the interactions, particularly her belief that Student Two was a donor.

6. Orthodontics Misled the School Regarding the Nature of the Payments

The evidence also suggests that Dr. Ting, Dr. Moon, and Dr. Kwak sought to mislead School of Dentistry officials regarding the nature of the payments. As early as May 2014, they had discussed setting up a donation fund to receive additional payments from Saudi trainees for “advanced research training.”⁴⁹ On November 25, 2014, the section hosted a Saudi official, [REDACTED]. An ACT student involved in arranging the visit told us that [REDACTED] visited UCLA because Saudi students were being admitted to the ACT program but not the residency, and she wanted to understand why. [REDACTED] apparently discussed with Dr. Kwak a pipeline of Middle Eastern students to the Combo-Track program if the section could deliver what it “promised,” a “high match rate” to prestigious U.S. residency programs. [REDACTED] apparently advised two ACT students, Recruit One and Recruit Two, to enroll in the Combo-Track, stating that Recruit One would be funded by the “Saudi gov” and Recruit Two by the Jordanians.⁵⁰

Dr. Ting, Dr. Moon, and Dr. Kwak discussed over email how to conceal the nature of the payments from the university. On May 5, 2014, Dr. Kwak emailed Dr. Ting regarding a document needed to establish the donation account: “I can anticipate several problems if this is distributed publicly (published on ortho website, etc). But we can . . . provide only by request, by the Saudi government or any other supporting agencies.” Dr. Ting replied, “It will be very different. For both side [sic] are very different. UCLA to be vague. So I will do the rewrite.”⁵¹ Dr. Ting revised and on May 12, 2014, circulated to Dr. Kwak and Dr. Moon two versions of the required document.⁵² Dr. Ting described the shorter document as for the “UCLA mallory office,” and the longer one “for the government.” He noted, “The idea is that we try to be more detail [sic] for the government but as brief as possible for the UCLA office.”

The shorter version of the document was titled “Orthodontic Research fund account set up_2” and described an “Orthodontics Research Fund Donation Account” intended to support “Materials, Equipment and Personnel . . . for the international trainees and scholars.”⁵³ The longer version of the document was titled “Ortho Research Funding for the sponsoring government_2.” Its first few lines repeated those of the shorter document. However, then it went on to describe specific researching skills practiced in School of Dentistry labs and went on to note, “[t]o freshly train a non-experienced, foreign researcher to a professional level by the U.S. standard, an additional expenditure of over \$30,000 is expected per year.”⁵⁴

⁴⁹The document described.

⁴⁹**EXHIBIT 37**—Email from Dr. Jin Hee Kwak to Dr. Kang Ting (May 5, 2014 6:42 PM); **EXHIBIT 38**—Email from Dr. Kang Ting to the “G” and Dr. Jin Hee Kwak with two attachments (May 12, 2014 5:27 PM).

⁵⁰**EXHIBIT 39**—Email from Dr. Jin Hee Kwak to Dr. Won Moon and Dr. Kang Ting (December 1, 2014 1:21 AM).

⁵¹**EXHIBIT 37**—Email from Dr. Jin Hee Kwak to Dr. Kang Ting (May 5, 2014 6:42 PM).

⁵²**EXHIBIT 38**—Email from Dr. Kang Ting to the “G” and Dr. Jin Hee Kwak with two attachments (May 12, 2014 5:27 PM).

⁵³*Id.* at 3—*Orthodontics section, Orthodontic Research fund account set up_2* (May 2014).

⁵⁴*Id.* at 4—*Orthodontics section, Ortho Research Funding for the sponsoring government_2* (May

“[o]utcome measures” of the program and noted of the fee that the “expense can be counted as donation [sic] to UCLA.”

When asked, Dr. Ting stated that the document for the sponsor was longer in order to provide information regarding the nature of the research training offered by the program. We do not find this explanation credible. It does not explain the stated need to make the shorter version for UCLA “vague” and “as brief as possible.” Nor does it explain why only the longer version stated that the payments expected in the fund were fees for research training and provided a specific \$30,000 figure (it would be unusual to specify an amount for a donation). The shorter version of the document, intended for the School’s development office, contained none of this information and only described a donation fund to support research.

Internal Orthodontics emails also show Orthodontics staff seeking guidance from Orthodontics faculty about maintaining the pretense that the payors were “donors.” When a development staffer reached out to Orthodontics for contact information to send an acknowledgment to “E” for its payment, the section’s “G” emailed Dr. Moon and asked “How do I proceed with the request[?] The documents [Student One] and I submitted stated tuition.” Dr. Moon forwarded the “G” email to Dr. Ting without comment.⁵⁵

The evidence suggests that Orthodontics faculty took steps to ensure that the School was not informed about the existence of the Combo-Track program. Dr. Moon often spoke to ACT students and applicants in person about the program, but would deny in writing that the program featured a fee.⁵⁶ Dr. Moon also instructed Dr. Kwak and Orthodontics staffer in 2017 that the Combo-Track program should not be featured on the School of Dentistry website.⁵⁷ A letter sent to residency applicants discussed the ACT and Combo-Track programs, but noted only that there might be “an additional fee” associated with the program to cover materials, equipment, and personnel support for the student’s research.⁵⁸

On another occasion, Dr. Moon, Dr. Kwak, and ██████████ “G” debated what to send when Student Two asked for a letter to show her bank in order to qualify for a loan to pay her Combo-Track fee. After Dr. Kwak provided a draft letter stating only that there might be an additional fee for the program, ██████████ “G” asked Dr. Kwak to “revise the letter to stating the cost of her tuition will be \$30,000 so [Student Two] can present it to her loan officer.”⁵⁹ Dr. Kwak advised

2014).

⁵⁵**EXHIBIT 32**—Email from Grace Delgado to ██████████ “G” (May 26, 2015 4:31 PM). ⁵⁶**EXHIBIT 40**—Email from Dr. Won Moon to an ACT student (Oct. 26, 2015 2:38 AM). When asked, Dr. Moon stated to us that he instructed the program should not be included on the website because it was still under development. However, he issued this instruction in 2017, four years after the program had been started.

⁵⁷**EXHIBIT 41**—Email from Dr. Won Moon to Dr. Jin Hee Kwak, Holly He, and Francesca Moore (Feb. 1, 2017 8:16 PM).

⁵⁸See, e.g., **EXHIBIT 42**—Letter from Dr. Won Moon to an ACT applicant (Oct. 30, 2014).

⁵⁹**EXHIBIT 43**—Email from Dr. Jin Hee Kwak to ██████████ “G” attaching proposed bank letter (Jan. 21, 2015 10:44 AM); **EXHIBIT 44**—Email from ██████████ “G” to Dr. Jin Hee Kwak (Jan. 23, 2015 12:02 PM).

█ "G" to consult Dr. Moon because "[w]e do not state the amount for donations."⁶⁰ █ "G" replied that Dr. Moon had informed her that "this is not a donation under the school for the section it's a donation . . . she needs the same letter that was given to [Student One] . . . [i]n [Student One's] letter it did not [state] a donation."⁶¹

Dr. Moon replied: "[i]t is a donation and the research fund account is a donation account, but no bank will lend unless it is a required tuition. We want to help our students to secure any fund necessary for their education. Some will be government branches, and some will be private lenders. Either way, the term 'donation' should not be used. . . ." He added, "[i]t is reasonable to ask for \$30,000 donation."⁶² Dr. Moon later prepared and circulated to Dr. Kwak a letter nearly identical to the "Orthodontic Research fund account set up_2" document that described a research training program with a \$30,000 fee.⁶³

7. The Money in the Donation Fund Did Not Pay for Either Student's Research Expenses

Of the \$120,000 in the fund paid by "E" and Student Two, Orthodontics has expended \$67,363.55.⁶⁴ The section began making expenditures from the account in January 2017.⁶⁵ Purchases made with the money included a \$12,739.25 lab freezer with \$500 for installation, \$5,000 for computer hard drives, painting for the clinic, card readers, and computer equipment. Additionally, in June 2017, \$26,183 in the fund was transferred to an account controlled by Dr. Chia Soo, a UCLA plastic surgery professor who is Dr. Ting's spouse.⁶⁶ Most of this money was used on animal expenses.⁶⁷ Emails regarding the freezer purchase and animal expenses show that Dr. Soo could not purchase the freezer using grant money, and that the animal expenses were previously transferred from Dr. Ting's R01 grant fund.⁶⁸ Based on the work performed in Dr. Soo's lab, it is reasonable to presume that these expenses were used to offset the costs of federal NIH-supported research projects.⁶⁹ Neither Student One nor Student Two is listed as individuals

⁶⁰ **EXHIBIT 44**—Email from Dr. Jin Hee Kwak to █ "G" (Jan. 25, 2015 10:14 AM).

⁶¹ **EXHIBIT 44**—Email from █ "G" to Dr. Jin Hee Kwak (Jan. 25, 2015 3:44 PM). ⁶² **EXHIBIT 44**—Email from Dr. Won Moon to █ "G", Dr. Jin Hee Kwak (Jan. 25, 2015 4:14 PM).

⁶³ **EXHIBIT 45**—Email from Dr. Won Moon to Dr. Jin Hee Kwak and █ "G", attaching "Revised Funding Letter" (Jan. 26, 2015 9:46 AM).

⁶⁴ There was also \$10,000 in the fund from two \$5,000 donations from Forest One, a Japanese company. See **EXHIBIT 46**—*UCLA Audit & Advisory Services, Orthodontics Review - Gift Funds Flow spreadsheet* (June 30, 2019). The actual expenditures began in May 2017, but some were backdated to January 2017.

⁶⁵ *Id.*

⁶⁶ **EXHIBIT 47**—*UCLA Orthodontics, Gift and Other Fund Edit notes 6.23.17_JK.xlsx spreadsheet* (June 23, 2017).

⁶⁷ *Id.* The actual purpose of the transfer to Dr. Soo's account is not reflected in any documentation of the transaction.

⁶⁸ **EXHIBIT 48**—Email from Dr. Jin Hee Kwak to Dr. Kang Ting (June 26, 2017 8:45 AM).

⁶⁹ See *id.* ("I am checking with Ivan if we can transfer animal expenses from here to Dr. Soo's expiring [NIH] account."). See also **EXHIBIT 121**—Application for Federal Assistance SF 424 R&R (Nov. 12, 201), which provides \$42,712 for animal expenses on Dr. Ting and Dr. Soo's

who worked on Ting's NIH-funded project, nor are their contributions listed as additional sources of funding.⁷⁰

Student One was enrolled in the residency program from Fall 2014 to June 2017 and Student Two was a Combo-Track student from January to December 2015. At times, both Student One and Student Two worked in Dr. Ting's lab, which he shares with Dr. Soo. However, financial records show that no money was spent the first two years of Student One's program, nor was money expended during the entirety of Student Two's participation in the Combo-Track program. The expenses, such as for a freezer, computer hard drives, and a large amount of animal expenses from Dr. Soo's lab, do not appear to be of the type incurred by a single student's research activities. Additionally, even once the expenditures began, the balance of the \$120,000 was not spent.

8. Orthodontics Sought to Refund Student Two's Combo-Track Fee Payment

Orthodontics admitted Student Two to its residency program on September 30, 2015. Student Two purportedly struggled as a resident, and Orthodontics leadership attempted multiple times to dismiss her. In January 2019, Orthodontics apparently decided to refund Student Two's payment for the Combo-Track program.⁷¹ In late January, Orthodontics staff reached out to "I" by phone and email to inquire about this. "I" replied that "[i]t is very unusual that we would refund gift funds," and listed several questions that she would need answered, including the reason for the refund, whether the donors had declared the donation for tax purposes, and from what account the money would be refunded.⁷² Nothing further appears to have transpired until March 2019, when Dr. Ting emailed "I" with a "formal request" that the funds be refunded, explaining "I don't want to give none [sic] an impression that we took her money because of her admission [to the residency program]." "I" replied with the information she had earlier provided, and there were no further communications on the issue. In his interview, Dr. Ting stated that he had made the request because he did not want to be accused of soliciting donations for admission, and that, based on "I's" response, the university had refused it.

B. FINDINGS REGARDING THE PAYMENTS INTO THE ORTHODONTIC INTERNATIONAL TRAINING PROGRAM FOR RESEARCH EDUCATION FUND

The LDO charged us with determining whether the payments were donations or tuition and the implications of either finding. In other words, if the payments were donations, were they misrepresented to the payors as tuition in order to induce payment? If they were tuition, were they misrepresented to the university in order to avoid the Dean's Tax? To this end, this section first presents specific findings on these issues. It then provides findings as to whether any employees engaged in improper governmental activities.

shared NIH grant.

⁷⁰ See, e.g., **EXHIBIT 122**—Letter from Dr. Kang Ting to Sheila Simmons and Lee Alekel (July 7, 2016), at 3.

⁷¹ **EXHIBIT 49**—Email from Dr. Jin Hee Kwak to Francesca Moore (January 23, 2019 1:35 PM).

⁷² **EXHIBIT 34**—Email from "I" to Francesca Moore (Jan. 24, 2019 12:22 PM); **EXHIBIT 35**—Email from Dr. Kang Ting to "I" (March 9, 2019 10:48 PM).

1. The Payments Were Purported to Be Program Fees

Regents Policy 3101 defines “tuition” as a “mandatory charge assessed against each resident and nonresident registered student.”⁷³ Its purpose is to fund the costs of instruction and support the University’s operating budget.⁷⁴

A preponderance of the evidence indicates that beginning in 2014, Drs. Ting, Moon, and Kwak began planning to charge additional fees to Middle Eastern students or those with government sponsors. From the outset, these fees were associated with purported research training or activities. The document circulated by Dr. Ting to Dr. Moon and Dr. Kwak on May 12, 2014, intended for government sponsors, seeks “extra \$30,000 *for the advanced training in research* if the applicant chooses to conduct advanced level research.” (emphasis added.). In making three \$30,000 payments to the UCLA Foundation, “E” relied upon the three letters from Dr. Moon stating that the fee was for training Student One “in basic and advanced research skills.” Thus, “E” thought it was paying “for instruction.”

The evidence suggests that Student Two paid \$30,000 to the UCLA Foundation because Dr. Moon told her in writing and in person that was the fee for the Combo-Track program, which he also told her would provide “basic science research” experience and which would involve spending half of her time performing research tasks.⁷⁵ Thus, Student Two also believed that her payment was for instruction.⁷⁶

2. The Payments Were Also Purported To Be Donations

Under University policy, a gift is “an item given by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor’s wishes.”⁷⁷

A preponderance of the evidence indicates that Orthodontics misrepresented the tuition payment from “E” and Student Two to the university as donations. In May 2014, Drs. Ting, Moon, and Kwak discussed creating two descriptions of the fees—one for the university suggesting they were donations, and another for the sponsoring governments that, while terming the fees “donations” and noting that they could be treated as such for tax purposes, nonetheless

⁷³REGENTS POLICY 3101: THE UNIVERSITY OF CALIFORNIA STUDENT TUITION AND FEE POLICY (Nov. 18, 2010).

⁷⁴See *id.*

⁷⁵The evidence indicates that neither Student One nor Student Two received any formal document (*e.g.*, diploma, certificate) from the Orthodontics section that demonstrated the completion of their “advanced” research training, but verification of this point was hindered because the Orthodontics section failed to maintain comprehensive records for its international programs.

⁷⁶During the course of this investigation, we interviewed more than a dozen current and former participants from the international residency program and/or the ACT program. The vast majority of these witnesses either recalled discussing the Combo-Track program with faculty from the Orthodontics section or knew a fellow participant who was approached about it. Many denied making the payment because they saw it as a “bribe.”

⁷⁷EXHIBIT 51—UCOP DEVELOPMENT REFERENCE GUIDE, at 77 (May 15, 2015).

made clear that they were tuition payments for research training. In November 2014, Dr. Ting and Dr. Moon represented the "E" payment to "I" as a donation and in subsequent communications with the development office continued to do so. Dr. Ting also introduced Student Two to "I" as a wealthy donor. Drs. Ting, Moon, and Kwak denied that they misled the university, stating that receiving the tuition payments as donations had been "I's" idea. We did not find this explanation credible. "I" denied the allegation, and we were unable to locate any evidence supporting it.

The evidence suggests that Drs. Ting, Moon, and Kwak misrepresented the fees as donations to the university to evade the forty percent Dean's Tax. In his interview, Dr. Moon brought up this point himself, although he claimed that it had been the sponsor's desire, not the section's, that one hundred percent of the fee go to the section (purportedly to ensure that the student's research was supported on a dollar-to-dollar basis). In communications regarding the fee, Orthodontics faculty draw a distinction between the section and the School. [REDACTED] "G" stated in an email that Dr. Moon had told her that Student Two's payment "is not a donation under the school for the section it's a donation." In another email, Dr. Moon wrote that "[o]ur ACT students are directly benefiting from this combo track, and each person will drain our resources. It is reasonable to ask for \$30,000 donation." Here, "our" appears to refer to the Orthodontics section since other School of Dentistry sections had ACT students but only the Orthodontics section had the Combo-Track program. Thus, Dr. Moon, Program Director of the International Programs, apparently believed that the tuition payment belonged only to the section, not the School. Further, the fees expended were spent in the research labs of section chair Dr. Ting and Dr. Soo, his spouse. These communications support the conclusion that Orthodontics faculty sought the fees as "donations" to ensure that all of the fees went to the section.

3. Dr. Kang Ting, Dr. Won Moon, and Dr. Jin Hee Kwak Engaged in Improper Governmental Activities

The UC Whistleblower Policy incorporates the definition of "improper governmental activity" found in California Government Code section 8547.2(c). An "improper governmental activity" means an activity that:

(1) is in violation of any state or federal law or regulation, including, but not limited to, corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, or (2) is in violation of an Executive order of the Governor, a California Rule of Court, or any policy or procedure mandated by the State Administrative Manual or State Contracting Manual, or (3) is economically wasteful, involves gross misconduct, incompetency, or inefficiency.⁷⁸

We have identified multiple state and federal laws that can serve as the basis for a finding of improper governmental activities under the UC Whistleblower Policy.

⁷⁸EXHIBIT 1—UC Whistleblower Policy, *supra* Note 1, at 3.

a) Fraud

California's common-law definition of fraud includes five elements: (1) a misrepresentation; (2) knowledge of falsity, (3) an intent to defraud (*i.e.*, an intent to induce another's reliance on the misrepresentation); (4) justifiable reliance on the misrepresentation; and (5) resulting damage.⁷⁹ A preponderance of the evidence shows that Dr. Ting's, Dr. Moon's, and Dr. Kwak's actions satisfy these elements.

Drs. Ting, Moon, and Kwak misrepresented to "E" the reason for the \$90,000 in payments on Student One's behalf. Dr. Moon wrote three letters to "E", all of which knowingly and falsely asserted that the fees were tuition payments beyond Student One's \$70,000 annual residency cost for additional training "to equip international students with basic and advanced research skills." Implicit in these statements was the false premise that this research program was an authorized School of Dentistry international program. The letter omitted that the program was unauthorized and that Student One was the only resident, international or otherwise, who had ever been charged such a fee. In making its payments, "E" expressly relied on these material omissions, together with the affirmative statements in Dr. Moon's letters and Dr. Ting's "verification" letter of November 23, 2014. In truth, Student One stated that his research activities were no different than that of other residents, and other residents that we interviewed corroborated this statement. Other circumstantial evidence indicates that no "enhanced" research program existed, such as the lack of pre-existing documentation of such a program and the professed lack of knowledge about the Combo-Track program by other faculty and administrators in the School. Instead, Orthodontics faculty appear to have prepared program descriptions only because "E" asked. Nor is there any subsequent record of Student One participating in the program. In reliance on the Orthodontics' section's misrepresentations that Student One was enrolled in an authorized research program, "E" made payments totaling \$90,000 to the UCLA Foundation. In sum, Dr. Ting's, Dr. Moon's, and Dr. Kwak's actions meet the definition of fraud, and they therefore engaged in improper governmental activities under the UC Whistleblower Policy.⁸⁰

⁷⁹See *Engalla v. Permanente Med. Grp., Inc.*, 15 Cal. 4th 951, 974 (1997) (listing elements of fraud that give rise to a tort action for deceit). Although California does not have a standalone criminal provision for "fraud" in its penal code, we read section 8547.2(c)(1) to incorporate the common-law definition. Alternatively, federal statutes relating to fraud may also be implicated, as well as violations of additional state and federal statutes.

⁸⁰We considered whether Orthodontics faculty members also fraudulently induced Student Two's \$30,000 payment. Dr. Moon told Student Two that she would receive training in "basic science research" and that the Combo-Track program would allow her to devote 50% of her time to research rather than clinical activities. Student Two was apparently allowed to devote at least 50% of her time to research activities while she was an ACT student, and it is reasonable to assume that while performing research in Orthodontics labs she also received some training in basic research techniques (no matter how rudimentary or repetitive). To the extent the Combo-Track program was also marketed as a pathway to the international residency program, Student Two received the benefit of the bargain as she was indeed admitted to the program. Therefore, albeit improper, we conclude that the statements made to Student Two to induce her payment were not materially false on their face and that faculty members' conduct in this regard does not therefore constitute fraud.

b) Extortion

Under California law, “[e]xtortion is the obtaining of property or other consideration from another, with his or her consent, or the obtaining of an official act of a public officer, induced by a wrongful use of force or fear, or under color of official right.”⁸¹ A preponderance of the evidence shows that Dr. Ting’s, Dr. Moon’s, and Dr. Kwak’s actions satisfy these elements.

Student One told us that when ■ "G" handed him a document requesting an additional \$30,000 as a “donation” to the Orthodontics section and told him it was obligatory, he was “shocked” and “very scared.” He had already accepted his position in the residency program and turned down another residency in Sweden. He said he was aware of what had happened to another resident who had allegedly been solicited for a “donation,” and who had allegedly been retaliated against by faculty when he informed others. Student One stated that he knew he could not pay the \$30,000 himself, so he knew that his sponsor would have to pay. Subsequent Orthodontics communications show faculty and staff threatening to cut off Student One’s research privileges if the payments were not made. As the evidence suggests that Student One was not in fact taking part in an enhanced program, this implies that Orthodontics was threatening to bar Student One from usual activities, something it had no right to do as Student One had paid his \$70,000 tuition. In sum, Dr. Ting’s, Dr. Moon’s and Dr. Kwak’s actions meet the definition of extortion, and they therefore engaged in improper governmental activities under the UC Whistleblower Policy.

c) Misappropriation of Public Money, Cal. Penal Code § 424

It is illegal for state employees to misappropriate public money, which includes appropriating funds to one’s own use or the use of another, keeping or making false records, and concealing or destroying accounts. Cal. Penal Code § 424.⁸² An employee violates Section 424 if he acts without lawful authority, knows he lacks legal authority, acts with respect to public moneys, and takes “sufficiently affirmative action with respect to those moneys that he or she can be said to have ‘appropriate[d]’ them.”⁸³ Additionally, to the extent that any money paid by

⁸¹Cal. Penal Code § 518(a).

⁸²Section 424 applies only to state employees who exercise “a degree of material control over public funds.” *People v. Hubbard*, 63 Cal. 4th 378, 394 (2016). Courts interpret section 424 broadly to apply to employees “endowed with [] a considerable degree of actual managerial authority over the supervision of the [public] funds,” even if the employees lack exclusive legal authority or unfettered control over the funds. *Id.* at 397. Because Dr. Ting, Dr. Moon, and Dr. Kwak controlled how tuition fees would be reported to the university by informing the development office that the payments were donations, we conclude that their actions come within the ambit of section 424. Other misappropriation-type offenses that could support a finding of improper governmental activities are theft or bribery concerning programs receiving federal funds, 18 U.S.C. § 666(a)(1)(A); *id.* § 666(a)(1)(B); *see also United States v. Najaran*, 915 F. Supp. 1460, 1477 (D. Minn. 1996) (denying motion to dismiss where government alleged that defendant “stole or embezzled property which belonged to the University—a State agency that was receiving Federal funds”).

⁸³*Hubbard*, 63 Cal. 4 at 398.

international students in fees was used for Dr. Ting's NIH-funded research projects, Dr. Ting's failure to disclose the use of additional funding for his projects may constitute a crime.⁸⁴

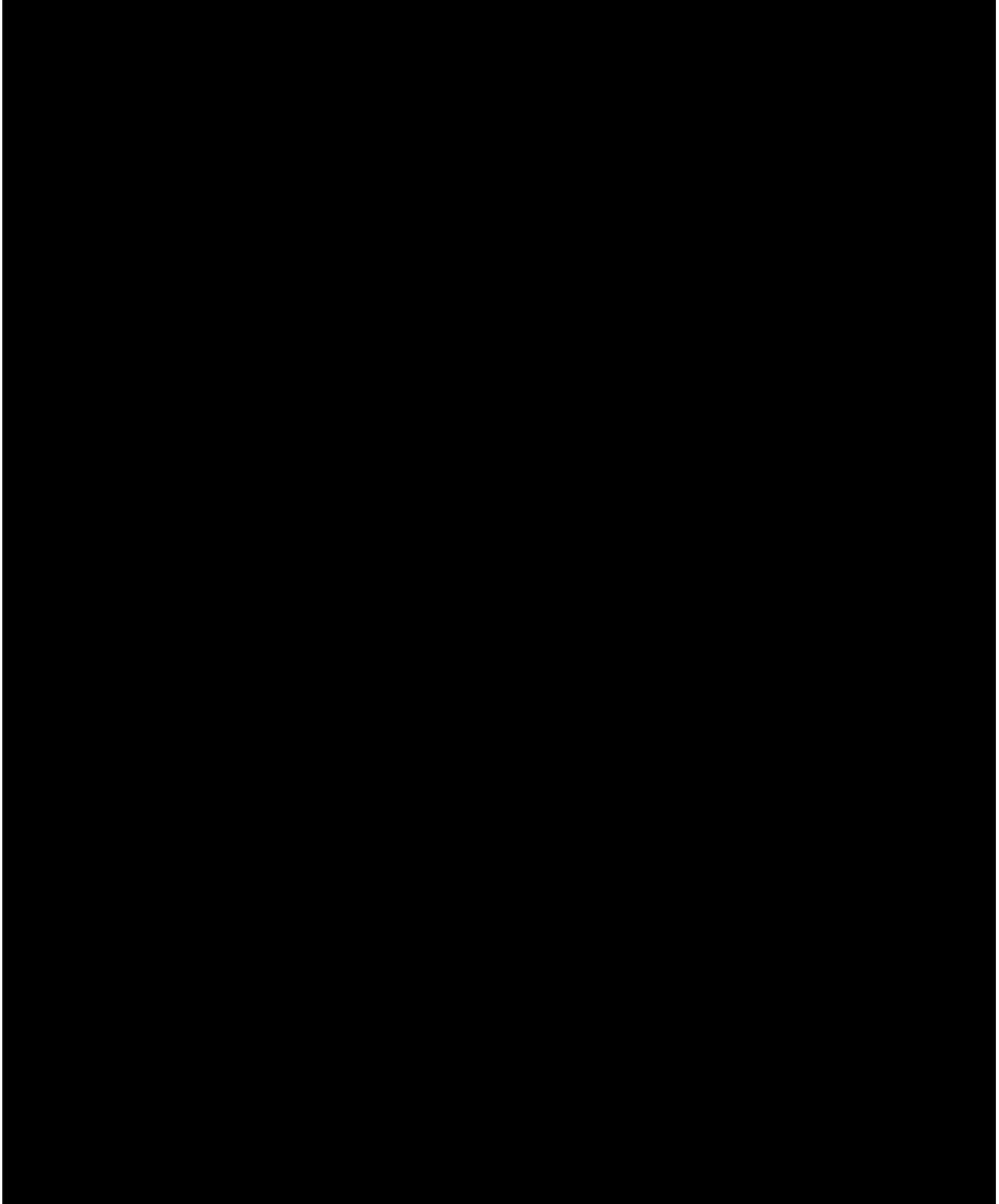
Drs. Ting, Moon, and Kwak misappropriated public money within the meaning of Section 424. They each had knowledge that reporting the fees as tuition would require informing the university that the section was charging tuition for a new postgraduate program (or the expansion of an existing program) which would subject the fees to the Dean's Tax, among other more minor fees. Nonetheless, Dr. Ting, with Dr. Moon's and Dr. Kwak's participation, did not report the formation of the program and instead took affirmative actions to misrepresent its nature to the university. Dr. Ting created two versions of a document describing the payments, one for the School's development office, and one for the government sponsors. Drs. Ting and Moon told the School's Director of Development that the payments from "E" and Student Two were donations. Dr. Moon and Dr. Kwak discussed how to maintain these misrepresentations given that sponsoring governments and students such as Student Two required documentation for tuition payments. Assuming that the university would have approved the new "programs," Orthodontics would have been required to remit forty percent of the revenues from the programs to the university via the Dean's Tax. By taking these actions, it avoided having to do so.

Additionally, part of the money was later spent on expenses for which Dr. Ting presumably otherwise would have had to expend federal grant funds.⁸⁵ In the first three years of his R01 grant, Dr. Ting's research spending was less than the total overall budget but allocations for "supplies" exceeded the budget by approximately \$100,000, \$50,000, and \$40,000, respectively. In 2017, the year in which funds from the Orthodontics Research Fund Donation Account were used for purchases in Dr. Ting's lab, the fund was approximately \$30,000 under its allocation for supplies—with expenditures for salaries spiking \$40,000 above the budget proposed to NIH.

⁸⁴See Indictment, *United States v. Zhu*, No. 13 CRIM761, 2013 WL 9243070 (S.D.N.Y. Oct. 2, 2013) (charging defendant under § 666(a)(1)(B)); Def.'s Sentencing Mem., *Zhu*, ECF No. 73 at 2 (S.D.N.Y. Sept. 1, 2015) (discussing guilty plea for "false answers on three annual NYU financial conflict of interest forms . . . completed in connection with an NIH grant"); see also Nat'l Inst. of Health, NOT-0D19-114, Reminders of NIH Policies on Other Support and on Policies related to Financial Conflicts of Interest and Foreign Components (July 10, 2019), available at <https://grants.nih.gov/grants/guide/notice-files/NOT-OD-19-114.html> (requiring "Other Support," including "all financial resources, whether Federal, non-Federal, commercial or institutional, available in direct support of an individual's research endeavors," be "disclosed in the annual research performance progress report" or by "submitting a prior approval request to NIH").

⁸⁵It could be argued that Dr. Ting's use of these revenues to fund research activities for himself and his spouse did not constitute misappropriation because that research, undertaken at a public university, ultimately serves the public interest. However, Section 424 prohibits not just personal use but any unauthorized use of funds. See Cal. Penal Code § 424(a)(1)-(2); see also *Webb v. Superior Court*, 207 Cal. App. 3d 872, 886 (1988) (permitting prosecution under Section 424 where defendant misused funds to implement public improvements, despite observing that "the typical case [involves] situations where a public employee or official, in the course and scope of his or her employment, receives money and converts the money to his or her own use rather than turning it over the public entity"). Here, Dr. Ting and other Orthodontics faculty improperly retained the entirety of the payments instead of remitting at least 40 percent to the School as required.

In sum, Dr. Ting's, Dr. Moon's, and Dr. Kwak's actions in diverting international student fees into a donation account, funds from which were later used to purchase equipment for Dr. Ting's lab and that of his spouse, constitutes misappropriation and a possible violation of California and federal laws requiring financial conflict of interest disclosures.



The University of California Standards of Ethical Conduct require “all members of the University community” to ascribe to “a commitment to the ethical conduct of all University activities.”⁹² Among other things, these Standards demand “Fair Dealing,” which is an expectation of the faculty “conduct themselves ethically, honestly and with integrity in all dealings”; “Compliance with Applicable Laws and Regulations”; “Financial Reporting,” which is an expectation to make “full, fair, accurate, timely and understandable disclosures”; and “Respect for Others,” which prohibits discrimination.

The conduct of Drs. Ting, Moon, and Kwak as described above fails to meet these Standards. By presenting the Combo-Track program fees as a “donation” to “E” and the University, the Orthodontics faculty failed to meet the standard of “Fair Dealing” as expected of members of the University community. The decision to report these program fees as “donations” fails to be in line with faculty members’ financial reporting duties. Further, the findings of discrimination and violations of applicable laws demonstrate a failure to meet these Standards. Therefore, taken together, the scheme devised and implemented by Drs. Ting, Moon, and Kwak likely constitutes “gross misconduct.” *Cf. Serri v. Santa Clara Univ.*, 226 Cal. App. 4th 830, 875 (2014) (finding “misrepresentations” to the University “sufficient by itself to demonstrate gross misconduct”).

4. Dr. Ting, Dr. Moon, and Dr. Kwak Likely Violated the Faculty Code of Conduct

The Faculty Code of Conduct prohibits the violation of University policy, including, but not limited to, (1) the “arbitrary denial of access to instruction,” (2) “[d]iscrimination, including harassment, against a student on political grounds, or for reasons of race, color, religion . . . ethnic origin, national origin, [or] ancestry . . .”, and (3) the “[u]se of the position or powers of a faculty member to coerce the judgment or conscience of a student.”⁹³

A preponderance of the evidence shows that Drs. Ting, Moon, and Kwak’s conduct violated the above stated provisions of the Faculty Code of Conduct. By threatening to suspend Student One from the research activities he was pursuing as part of his residency program, they unjustifiably threatened to deny Student One access to instruction. As noted above, by soliciting an additional \$90,000 in fees from Student One’s government sponsor, they discriminated against Student One on the basis of national origin. Finally, Student One stated that he knew that his sponsor would never pay a “donation,” so he spoke with the section’s “G” about characterizing the fee as tuition. The evidence indicates that Student One either created, revised, or reviewed Dr. Moon’s letter to ██████████ describing the \$30,000 fee.⁹⁴ To the extent this suggests that Student One knowingly participated in a misrepresentation to his sponsor, it also indicates Orthodontics faculty members used their position to “coerce the judgment or conscience of a student.” We therefore recommend that the LDO refer this issue to the appropriate University process to determine whether the Faculty Code of Conduct was violated.

⁹²**EXHIBIT 119**—*University of California Standards of Ethical Conduct* (May 2005).

⁹³**EXHIBIT 52**—*GENERAL UNIVERSITY POLICY REGARDING ACADEMIC APPOINTEES, The Faculty Code of Conduct, APM-015* at 5, 6 (July 1, 2017).

⁹⁴**EXHIBIT 14**—Email from Student One to Dr. Won Moon (Sept. 3, 2014 4:56 PM PDT); *see also supra* Note 25.

5. Dr. Ting, Dr. Moon, and Dr. Kwak Violated Financial Policies

UCLA's regulatory compliance policies provide that "[i]ndividuals conducting business on behalf of the University are personally responsible for the consequences of any violations of laws, regulations or special restrictions which they commit."⁹⁵ Individuals are prohibited from benefitting "financially in any way" from the University's business. Separately, Policy 340 requires the University's approval for any new Sales and Service Activity and/or rate changes to existing activity—and to ensure that such activities remain financially solvent.

In mid-2017, as Student One's participation in the international residency program was concluding, the Orthodontics section began expending sums from the Orthodontics Research Fund Donation Account. Although the stated purpose of these funds was to "freshly train a non-experienced, foreign researcher to a professional level," the evidence indicates that these funds were not spent in accordance with this stated purpose.⁹⁶ No funds were spent during the first two years of Student One's training—the period in which presumably his skills would need to be brought up to U.S. standards. In June 2017, more than \$12,000 was spent on a freezer that Student One would not be able to use as he was no longer in the program by that date.⁹⁷ Moreover, Dr. Kwak suggested re-allocating the donation account expenses to a NIH-funded research project by Dr. Soo in order to bring its balance below the 25% carry forward amount for the next year⁹⁸—a project with which neither Student One nor Student Two would be involved. In sum, the evidence demonstrates that these funds were not used to further benefit the research or training of Student One or Student Two and thus used outside of the stated purpose for the fund.

Further, by concealing the nature and/or existence of the Combo-Track program, the Orthodontics faculty failed to follow UCLA Policy 340. Not only did Orthodontics section faculty conceal the existence of this program, they used its revenues in a manner inconsistent with the stated purpose of their fundraising to the University. The Orthodontics section faculty violated the University's financial policies by failing to act honestly and with integrity. This constitutes gross misconduct and an improper governmental activity.

C. 

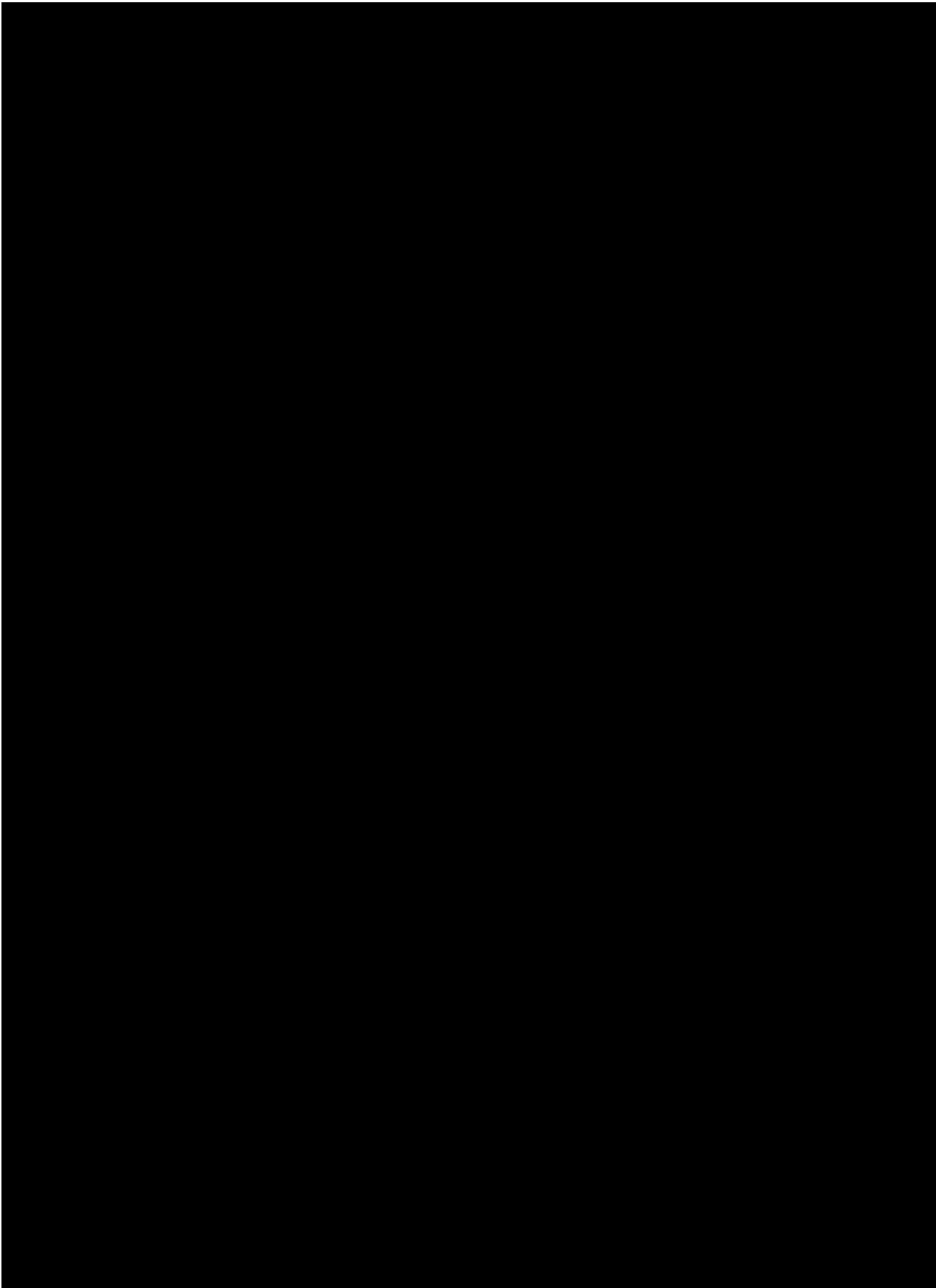

⁹⁵Principles of Regulatory Compliance III § 6, available at <https://www.finance.ucla.edu/corporate-accounting/principles-of-regulatory-compliance>.

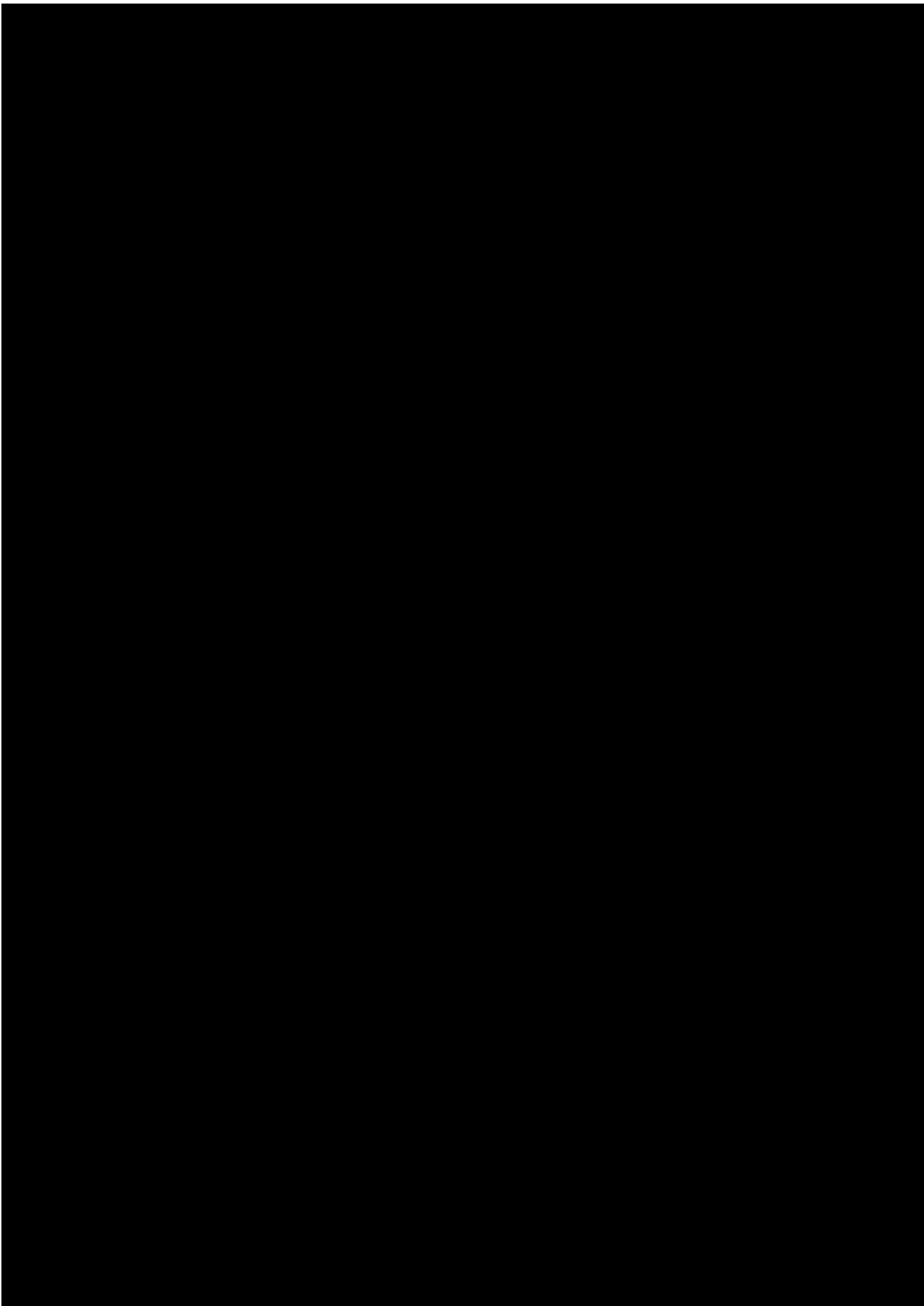
⁹⁶See EXHIBIT 38—Email from Dr. Kang Ting to  "G" and Dr. Jin Hee Kwak with two attachments (May 12, 2014 5:27 PM).

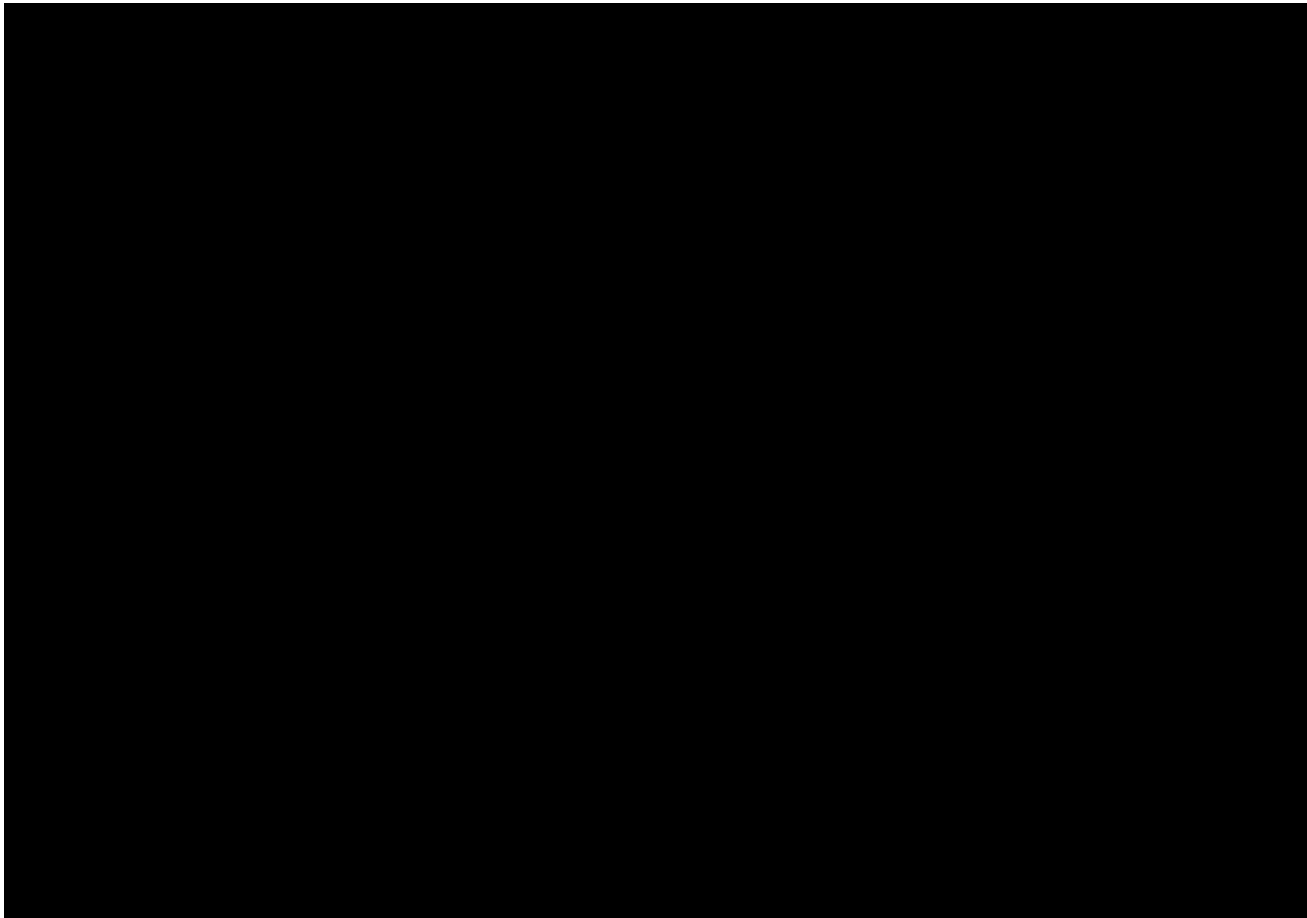
⁹⁷See EXHIBIT 48—Email from Dr. Jin Hee Kwak to Dr. Kang Ting (June 26, 2017 8:45 AM).

⁹⁸See *id.*









V. ALLEGATIONS OF PROFIT-SHARING

During our investigation, we learned of allegations that Orthodontics faculty had retaliated against [REDACTED], Dr. "A", who had raised questions about the practice of "profit-sharing" payments in the section. Because the original whistleblowing report alleged retaliation against Dr. "A", these allegations were within the scope of our investigation. Our fact-finding centered on the question of whether the profit-sharing payments were proper under the UC Health Sciences Compensation Plan, and whether Orthodontics faculty had retaliated against Dr. "A". This section of the report details relevant facts regarding the profit-sharing. It then presents specific findings on the issue of the profit-sharing's propriety under University policy, including whether improper governmental activities occurred. Facts and findings regarding the alleged retaliation against Dr. "A" will be presented in the following section.



A. SUMMARY OF FACTS

1. University Policies Governing Additional Compensation in UC Health Sciences

a) HSCP

The University of California Health Sciences Compensation Plan (“HSCP”), as implemented by the School of Dentistry’s Implementation Procedures, governs faculty compensation at the School of Dentistry. The HSCP’s stated purpose is to “provide a common administrative framework within which a participating health sciences school can compensate its faculty according to the competitive requirements of each discipline.”¹⁰³ Among other things, the HSCP’s provisions address compensation issues arising from faculty members’ work at university clinical care facilities and other professional income-generating activities.¹⁰⁴

Under the HSCP, health sciences faculty are eligible for base salary and “optional University additional compensation.”¹⁰⁵ Base salary is the approved rate on one of the Health Sciences Compensation Plan Salary Scales associated with a faculty member’s academic rank and step on the Fiscal Year Salary Scale and assigned Academic Programmatic Unit (APU).¹⁰⁶ The differential between X (Scale 0) and the faculty member’s rank and step on the HSCP Salary Scale assigned to the faculty member’s APU is designated X-prime (X’).¹⁰⁷ Base salary is covered under the University of California Retirement Plan (UCRP). Additional compensation must flow into and fill the X’ category prior to being received as either of the additional compensation categories (Y or Z).

The HSCP provides for two kinds of “optional” additional compensation: “Y” and “Z” compensation.¹⁰⁸ Y compensation is defined as “negotiated additional compensation,” and Z payments are defined as “Incentive/Bonus Compensation.”¹⁰⁹ Regarding Z or incentive compensation, the HSCP delegates its implementation to the professional schools, the procedures of which “will describe the manner in which faculty members . . . may earn incentive compensation beyond base and negotiated compensation, upon approval by the Dean.”¹¹⁰

Appendix B of the Plan provides that “[a]ll professional services income generated by Compensation Plan members shall be considered revenue of the University.”¹¹¹ It instructs that each school should have at least one Compensation Plan account that may contain 1) “income from

¹⁰³**EXHIBIT 55**—*SALARY ADMINISTRATION: Health Sciences Compensation Plan APM - 670* (July 1, 2012).

¹⁰⁴**EXHIBIT 56**—*ACCOUNTING MANUAL: Health Sciences Compensation Plans H-214-75* (Sept. 1, 1983).

¹⁰⁵**EXHIBIT 55**—*APM - 670, supra* Note 103, at 670-18(a)(1-2).

¹⁰⁶*Id.* at 670-18(b).

¹⁰⁷*Id.*

¹⁰⁸*Id.* at 670-18(c)(1)-(2).

¹⁰⁹*Id.*

¹¹⁰*Id.* at 670-18(c)(2).

¹¹¹*Id.* Appendix B, Section (a)(1).

professional services,” (2) amounts paid by University hospitals for “professional and managerial services provided by faculty,” or (3) any other funds designated by the Chancellor or President of the University.¹¹² It also notes that “certain other sources of University income may be available to support faculty compensation,” such as grant and contract funds, funds from “unrestricted, non-State accounts within the School,” and gifts and other funds available for such purposes, “as allocated by the Dean or Chancellor.”¹¹³

The HSCP instructs that each school’s Dean shall be responsible for implementing that School’s plan.¹¹⁴

b) UCLA School of Dentistry Implementing Procedures

The School of Dentistry has created implementation procedures (“Implementation Procedures”) for the HSCP, resulting in the UCLA School of Dentistry Compensation Plan (“DSCP”).

(1) Governance under the DSCP

The School has a DSCP Committee, which is advisory to the Dean on “all matters pertaining to the development, administration, and policies arising from the DSCP, including but not limited to, academic programmatic units (“APUs”) and optional negotiated additional compensation”¹¹⁵ The DSCP Committee is charged with assisting in the review of “all compensation plan matters.”¹¹⁶

Implementation and administration of the Implementing Procedures is the joint responsibility of the DSCP Committee and the Dean.¹¹⁷ Monitoring and enforcement of the Implementing Procedures is the responsibility of the Dean, and monitoring the compliance of the Dean is the responsibility of the Chancellor or the Chancellor’s designee.¹¹⁸

(2) Optional Additional Compensation Under the DSCP

The Implementing Procedures provide that optional additional compensation shall be funded only by “compensation plan funds and other non-State funds in compliance with any related fund source restrictions.”¹¹⁹ Section IV.C of the Implementing Procedures concerns optional additional compensation. It provides that, apart from stipends, additional compensation

¹¹²*Id.*

¹¹³*Id.* Appendix B, Section (b).

¹¹⁴*Id.* at 670-80(b)(2).

¹¹⁵**EXHIBIT 57**—*UCLA SCHOOL OF DENTISTRY IMPLEMENTATION PROCEDURES UNDER THE UC HEALTH SCIENCES COMPENSATION PLAN*, at 1 (July 1, 2013).

¹¹⁶*Id.*

¹¹⁷*Id.* at 10.

¹¹⁸*Id.* at 14.

¹¹⁹*Id.* at 2.

may come as “negotiated additional compensation,” “Y” payments, or as “incentive/bonus compensation, ‘Z’ payments.”

The 2013 version of the Implementing Procedures states of Y compensation: “The Dean may negotiate an amount of additional compensation to be funded from any allowable fund source. This ‘Y’ component shall be paid monthly in addition to the base salary and shall not be considered compensation for UCRP calculations.”¹²⁰

The 2013 version of the Implementing Procedures states of Z compensation: “DSCP members may receive incentive/bonus compensation. Z compensation shall only be funded from fees for professional services (*i.e.*, patient care fees, consulting fees, expert witness fees) and shall be paid only after the base salary obligation has been met.” It further provides that Z payments are “calculated and distributed” on a quarterly basis.¹²¹

2. Dean No-Hee Park’s Memoranda Regarding Use of International Program Revenues

In 2007, Dean Park issued a memorandum approving a request by the Orthodontics section to expand the number of slots for the international residency program from one to two a year (the School has since expanded the program further). As part of that approval, Dean Park’s memorandum sets forth guidelines “regarding the use of funds generated from” the international residency program:

1. “50% of the revenue shall be used exclusively for hiring part-time faculty to provide supervision in the postdoctoral clinic. If necessary, you may consider to [hire] staff members for the clinic.”
2. “50% of the funds shall be used for an academic purpose such as equipment for research, clinical operations, supporting resident research, etc.”
3. “In no event shall any funds generated from this program be used to supplement or cover the salary of any member of the HSCP.”

The memorandum notes that use of the funds will be reviewed “on an expense by expense basis by the CFO and approval by the Dean.”¹²²

As previously noted, on April 15, 2011, Dean Park issued a memorandum regarding the conversion of the School’s international preceptorship programs to the International Postgraduate Training Programs (IPTP). Regarding the use of revenues from these programs, the memorandum states in full:

¹²⁰*Id.* Section IV.C.1.

¹²¹*Id.* Section IV.C.2. The DSCP underwent revisions in 2015 and 2017, but sections IV.C.1 and 2 remained unchanged through both revisions.

¹²²**EXHIBIT 58**—*Memorandum from Dean No-Hee Park to Dr. Kang Ting, Chair, Section of Orthodontics re: International Orthodontics Postgraduate Program* (September 14, 2007).

Forty percent (40%) will be taken by the School as overhead and will be utilized as a part of the Schools' overall budget, and 60% of the tuition revenue will be returned to the section. Half of this amount (30%) is to be invested back into the respective programs and used to offset the education costs of the programs, including without limitation, the hiring of faculty and the cost of resources used by International Trainees. The remaining 30% may be utilized at the discretion of Section Chairs for the benefit of the Sections.¹²³

3. Dean No-Hee Park Regularly Approved Z Payments from Clinic Income Prior to FY 2012-13

Beginning in 2007, Dean Park approved payments for Orthodontics faculty (Dr. Ting and two other faculty members) funded from 40% of the net profits of the Orthodontic clinic.¹²⁴ The School's Director of Academic Personnel determined that the payments should be paid as Z payments.¹²⁵ Dean Park apparently also approved Z payments funded by clinic income in 2008, 2009, 2011, and 2012.¹²⁶

4. In FY 2012-13, Dean Park Approved Payments to Orthodontics Faculty from International Tuition Fees

In 2012, the Director of Academic Personnel, Steven Shaevel, memorialized a conversation he had with Dean Park for Z payments from the clinic income account. Shaevel added, "[a]t a specific time in the future . . . you will give directions on payments from the IPTP funds."¹²⁷

The following year, Dr. Ting emailed Dean Park to request a "one-time payment from our IPTP revenue" to himself, Dr. Moon, and Dr. "A".¹²⁸ Dean Park replied, "I will check the balance and will approve it, if you have enough balance."¹²⁹ Several days later the School's then-Chief Financial Officer emailed Dr. Ting to tell him that Dean Park had approved the payments. She asked for a "rationale/justification for how you decided on the various payments as documentation for audit purposes." The CFO attached a summary statement showing the account's finances after the payments.¹³⁰

¹²³**EXHIBIT 11**—*Memorandum to Section Chairs and Program Directors appointed by Section Chairs from Dean No-Hee Park re: Conversion of Long-Term Preceptorship programs to the International Postgraduate Training Programs for X* (April 15, 2011).

¹²⁴**EXHIBIT 59**—Email from Dr. Kang Ting to Steven Shaevel (Oct. 31, 2007 10:53 AM).

¹²⁵**EXHIBIT 60**—Email from Steven Shaevel to Dr. Kang Ting, *et al.* (Oct. 31, 2007 2:07 PM).

¹²⁶**EXHIBIT 61**—Email from Rick Valdivia to Steven Shaevel (Oct. 27, 2008 11:34 AM);

EXHIBIT 62—Email from Dr. Kang Ting to Steven Shaevel (June 23, 2009 8:27 PM); **EXHIBIT**

63—Email from Dean No-Hee Park to Dr. Kang Ting and Steven Shaevel (June 29, 2011 11:41 AM); **EXHIBIT 64**—Email from Steven Shaevel to Dean No-Hee Park and Dr. Kang Ting (July 19, 2012 3:05 PM).

¹²⁷*Id.*

¹²⁸**EXHIBIT 65**—Email from Dr. Kang Ting to Dean No-Hee Park (Nov. 21, 2012 10:00 PM).

¹²⁹**EXHIBIT 66**—Email from Dean No-Hee Park to Dr. Kang Ting (Nov. 22, 2012 12:30 PM).

¹³⁰**EXHIBIT 67**—Email from Nancy Rambo to Dr. Kang Ting (Nov. 26, 2012 3:41 PM).

Dr. Ting replied:

Dr. Won Moon is the program director and I am the Chair. We are both the main persons in charge of the international programs in orthodontics. I have started both programs around 2005. At this point we generates [sic] approximately 1.2 M per yr. Over the past years, we have generated a total of over 3.5 M conservatively. Dr. Won and I have never got paid for our extra effort. This is the first time we are requesting for payment of \$50,000 each. This total of 100,000 is less than 3% of the total funding that we have generated from the orthodontic international programs. Dr. "A" is a newly recruited faculty in 2011. "A" has been helping the Section in organizing some of the activities for the international students. I am asking a Z payment of 20,000 to "A".¹³¹

Several days later the CFO indicated that she had received “final approval” for the payment, which were made. In March 2013, Dean Park requested that Dr. Ting be paid \$25,000 from the international residency account as part of a \$50,000 faculty retention payment.¹³² The payment was made in April 2013.

The funds used for these payments were from account 401977 in the university’s Sales & Service 65020 fund, the international residency account. Dean Park in his 2007 memorandum had expressly instructed that these funds were not to be used for faculty compensation. When asked why nonetheless he began to approve such use beginning in 2013, Dean Park professed not to recall his earlier prohibition against use of student fees for compensation. However, he stated that he believed such payments were needed to incentivize faculty members. He pointed out the lucrative nature of private practice for orthodontics and suggested that if faculty members did not receive bonuses, it would be difficult to bring top-flight faculty to the School.

5. In FY 2013-14, Dean Park Approved Z Payments from the International Fees

In August 2013, Dr. Ting emailed Dean Park and suggested Z payments for Orthodontics faculty out of both the clinic income account and the “international programmatic income[]” accounts.¹³³ The requested amount from the international revenue accounts was \$200,000—\$100,000 for Dr. Ting, \$60,000 for Dr. Moon, and \$40,000 for Dr. "A".¹³⁴ Andrew Alexan, the School’s CFO, recommended postponing approval of the request until he could perform a

¹³¹**EXHIBIT 67**—Email from Dr. Kang Ting to Nancy Rambo (Nov. 26, 2012 4:06 PM). The described activities were within the scope of the respective existing responsibilities of Drs. Ting, Moon, and "A".

¹³²**EXHIBIT 68**—Email from Dean No-Hee Park to Steven Shaevel (March 7, 2013 12:48 PM). Each of the Orthodontics International Programs had its own accounts within the 65020 fund. The Advanced Clinical Training accounts were 265030-65020 and 401975-65020, the international residency accounts were 265032-65020 and 401977-65020, and the Advanced ACT/preceptorship accounts were 265031-65020 and 401976-65020.

¹³³**EXHIBIT 69**—Email from Dr. Kang Ting to Dean No-Hee Park (Aug. 9, 2013 1:02 PM).

¹³⁴**EXHIBIT 70**—Email from Andrew Alexan to Dean No-Hee Park (Aug. 19, 2013 12:55 PM).

reconciliation of the account and review the results with Dr. Ting.¹³⁵ Emails reflect that Dean Park instructed Alexan to calculate the amount available for faculty compensation as 50 percent of the amount remaining in the accounts after the 40 percent Dean's Tax.¹³⁶ On September 6, 2013, Alexan emailed Dean Park stating that the three Orthodontics international accounts would show an ending balance of \$447,766 for fiscal year 2012-13 and could support the requested payout of \$200,000 plus benefits over quarterly payments. Alexan asked Dean Park to approve the payment.¹³⁷ Dean Park replied, "Yes, I do approve it."¹³⁸ The payments were made from the three international revenue accounts, the Advanced Clinical Training account (401975-65020), the international residency account (401977-65020), and the Advanced ACT/preceptorship account (401976-65020).

6. Dean Park Approved Annual Profit-Sharing Payments Funded by International Tuition Fees Until FY 2016-17

Dean Park continued to approve profit-sharing payments funded by tuition revenue until he stepped down as Dean in 2016. In fiscal year 2014-15, Dr. Ting submitted a request for profit-sharing payments from the accounts in the amounts of \$100,000 for himself, \$60,000 for Dr. Moon, and \$40,000 for Dr. "A".¹³⁹ After Dean Park apparently questioned the share that Dr. "A" was receiving, Dr. Ting revised the suggested amounts to provide for an extra \$10,000 for Dr. "A", for a total of \$50,000. With this revision, Dean Park approved the request, and the School paid Dr. Ting, Dr. Moon and Dr. "A" collectively \$200,000 from the international accounts.¹⁴⁰

In fiscal year 2015-16, Dr. Ting requested \$167,350 in profit-sharing payments for himself, \$105,500 for Dr. Moon, \$50,500 for Dr. "A", and \$49,850 for Dr. Kwak. In his request, he discussed the balances of both accounts and suggested that \$400,000 in profit-sharing payments be funded from both clinic income and international program fees, with \$300,000 to come from the international accounts. This would have exceeded 50 percent of the \$400,000 balance that he represented was in the international accounts, but Dr. Ting explained that he expected another \$400,000 to \$500,000 to flow into the accounts by January since student tuition was paid every six months. "We do have a very comfortable cushion."¹⁴¹ Dean Park approved the request.¹⁴²

¹³⁵**EXHIBIT 70**—Email from Andrew Alexan to Dean No-Hee Park (Aug. 22, 2013 11:59 AM).

¹³⁶**EXHIBIT 71**—Email from Andrew Alexan to Dr. Kang Ting (Sept. 6, 2013 5:00 PM).

¹³⁷**EXHIBIT 71**—Email from Andrew Alexan to Dean No-Hee Park (Sept. 6, 2013 2:05 PM).

¹³⁸**EXHIBIT 71**—Email from Dean No-Hee Park to Andrew Alexan (Sept. 6, 2013 4:41 PM).

¹³⁹**EXHIBIT 72**—Email from Dr. Kang Ting to Dean No-Hee Park (Aug. 12, 2014 1:18 PM); *see also* **EXHIBIT 73**—Email from Dean No-Hee Park to Dr. Kang Ting (Aug. 12, 2014 1:37 PM).

¹⁴⁰**EXHIBIT 72**—Email from Dean No-Hee Park to Dr. Kang Ting (Aug. 14, 2014 5:25 PM); *see also* **EXHIBIT 74**—*HUESTON HENNIGAN LLP, UCLA SCHOOL OF DENTISTRY - ORTHODONTICS SECTION ACCOUNTS SUMMARY REPORT WITH PROFIT-SHARING PAYMENTS 265030/401975-65020, 265032/401977-65020, 265031/401976-65020* (December 2019). Despite Dean Park's request, the additional \$10,000 was apparently not paid to Dr. "A"; *see also* Appendix A (Profit and Loss Statements and relevant schedules for accounts 265030/401975-65020, 265032/401977-65020, 265031/401976-65020 for fiscal years 2012-13 through 2018-19).

¹⁴¹**EXHIBIT 75**—Email from Dr. Kang Ting to Dean No-Hee Park (Aug. 10, 2015 5:11 PM).

¹⁴²**EXHIBIT 75**—Email from Dean No-Hee Park to Dr. Kang Ting (Aug. 10, 2015 5:27 PM).

The School paid \$235,018 in profit-sharing payments to Dr. Ting, Dr. Moon, Dr. "A", and Dr. Kwak out of the international accounts.¹⁴³

7. Dean Paul Krebsbach Approved Profit-Sharing Payments in FY 2016-17

In June 2016, Dr. No-Hee Park stepped down as Dean of the School of Dentistry, to be replaced by Dr. Paul Krebsbach. In August 2016, Dr. Ting emailed Dean Krebsbach seeking approval for the new year's profit-sharing plan for FY 2016-17. Dr. Ting's email stated that at the beginning of every academic year, as section chair of Orthodontics, he would send in his request for "Z payment" for the Dean's approval. He continued:

The fund comes from the profit sharing portion that the Section o[f] Orthodontics makes over the past year (In this case, 2015-2016). The funds are from: Orthodontic net clinic income (ortho portion – 40% of the overall net), ACT and International residence (60% of the total tuition for the Orthodontic Section). It does not affect the school portion. The only portion that comes from clinic overhead is \$40,000 as Division Chair admin supplement.

He added, "This arrangement had been approved yearly for the past 4 yrs."¹⁴⁴ Dean Krebsbach responded that he understood the process was "appropriate and has been approved in the past few year[s]." The payments were approved.¹⁴⁵ In fiscal year 2016-17, the School paid \$180,000 to the Orthodontics faculty in profit-sharing payments from the international revenues.¹⁴⁶

8. In FY 2017-18 and FY 2018-19, Orthodontics Faculty Received Profit-Sharing Payments Despite a Year-End Deficit in the International Accounts

An independent accounting performed by Hueston Hennigan LLP reveals that the collective balance of the Orthodontics international accounts gradually slipped into deficit between 2013 and 2017, primarily due to increasing expenditures on purported international programs and section expenses, as well as increasing profit-sharing payments.¹⁴⁷

By August 2017, the School's administration and Orthodontics faculty were aware that the accounts were in financial difficulty.¹⁴⁸ For example, in April 2017 Dr. Ting emailed Orthodontics faculty and staff, "[w]e have a major financial problem . . . we are in deficit (over 50K!!!!)." In

¹⁴³See **EXHIBIT 74**, *supra* Note 140. It is not clear why the School did not pay the entire requested amount in fiscal year 2015-16, but it may be because Dr. Ting's proposed payments would have exceeded 50 percent of the combined balance that Dr. Ting had represented were in the international accounts.

¹⁴⁴**EXHIBIT 73**—Email from Dr. Kang Ting to Dean Paul Krebsbach (Aug. 1, 2016 4:09 PM).

¹⁴⁵**EXHIBIT 76**—Email from Steve Shaevel email to Dr. Kang Ting (Aug 24, 2016, 11:38 AM).

¹⁴⁶**EXHIBIT 74**, *supra* Note 140.

¹⁴⁷**EXHIBIT 74**, *supra* Note 140.

¹⁴⁸**EXHIBIT 77**—Email from Dr. Kang Ting to Dr. Won Moon, Francesca Moore, Dr. Jin Hee Kwak and Dr. "A" (April 27, 2017 5:08 PM).

August 2017, apparently after consulting with Alexan, Dr. Kwak circulated a spreadsheet showing that the international accounts would be in deficit as of December 2017 and could therefore only fund the first quarterly payout of the \$346,100 in profit-sharing that faculty members planned to request.¹⁴⁹ “We will never have enough balance to pay everyone,” her cover email concluded.¹⁵⁰ Soon afterward the School’s accounting office informed Orthodontics that the account was \$183,639 in deficit.¹⁵¹

Orthodontics faculty reacted to this news by seeking to lower program expenses, which would have the effect of preserving “profit.”¹⁵² In April 2017, in reaction to the deficit in the accounts, Dr. Ting proposed freezing staff hiring and cutting part-time faculty salaries, “[o]therwise, our profit sharing for 2017-2018 will be drastically reduced.”¹⁵³ In June 2017, Dr. Ting told an Orthodontics staffer that she shouldn’t perform personal work for faculty because “we have no money to hire another staff right now unless faculty doesn’t want their profit sharing.”¹⁵⁴ In June 2017, Dr. Ting emailed members of the section’s “profit-sharing committee” that the program’s “balance is barely positive because we overpaid everyone a little” and proposed reducing Z payments “a little” but not halting them.¹⁵⁵ Notwithstanding the deficit, the School continued to make its quarterly profit-sharing payments based on the pre-determined allocations approved in the prior year.

Cuts to expenses necessary to run the Orthodontics programs were either contemplated or implemented. One former Orthodontics staffer recounted a conversation she had with Dr. Ting regarding a clinic supervisor who had been hired for a newly created position paid out of clinic income. The Orthodontics staffer described the clinic supervisor role as necessary to running the clinic. After the supervisor completed her probationary period, Dr. Ting asked the staffer if they could fire the supervisor because her salary would reduce the year-end profit-sharing income. Another Orthodontics staffer stated that there were numerous occasions in which she attempted to buy supplies or equipment for the section, but was informed by the School’s accounting office that because Z payments were due, there were insufficient funds to cover these expenses. The staffer said these requests included requests for replacement computers, hard drives, projectors, presentation screens, and the like. In sum, the evidence indicates that Orthodontics section faculty took measures to reduce operational costs in order to preserve bonus payments based on student program fees.

¹⁴⁹**EXHIBIT 78**—*UCLA Orthodontics, “Z-Pay Schedule” spreadsheet* (Aug. 2, 2017).

¹⁵⁰**EXHIBIT 79**—Email from Dr. Jin Hee Kwak to Dr. Kang Ting (Aug. 2, 2017 9:38 PM; *see also EXHIBIT 6*—*Section of Orthodontics Profit Sharing Committee Meeting Minutes at 2* (June 28, 2017) (“Ortho is in financial difficulty”); **EXHIBIT 80**—*UCLA Orthodontics, Profit-Sharing Committee Meeting PowerPoint at 1* (June 2017) (“We are not recovering from financial deficit d/t high faculty pay.”).

¹⁵¹**EXHIBIT 81**—Email from Veronica Rios to Dr. Jin Hee Kwak and Andrew Alexan (Aug. 3, 2017 8:35 AM).

¹⁵²**EXHIBIT 82**—Email from Dr. Jin Hee Kwak to Dr. Kang Ting (April 27, 2017 9:06:54 AM).

¹⁵³**EXHIBIT 77**, *supra* Note 148.

¹⁵⁴**EXHIBIT 83**—Email from Dr. Kang Ting to Francesca Moore (June 23, 2017 1:30 PM).

¹⁵⁵**EXHIBIT 84**—Email from Dr. Kang Ting to Dr. Wenyuan Shi and Dr. Ben Wu (May 23, 2017 3:35 PM).

On June 29, 2017, Dr. Ting informed the School that he was going on a leave of absence for half of the year and requested that his FTE be used to pay Dr. Reena Khullar and Dr. "J", a research scientist, from the School's state-supported 19900 fund rather than from the international accounts.¹⁵⁶ This request was approved by the School's Senior Associate Dean, Dr. Sotirios Tetradis.¹⁵⁷ Subsequently, apparently after discovering that 20 percent of Dr. Khullar's FTE was available to be paid from the 19900 fund, Dr. Ting requested that this portion of her salary be retroactively allocated to the 19900 for 2016, in order to "get money back to the international account to balance budget while utiliz[ing] the 19900 teaching fund which does not create any financial issue with the school."¹⁵⁸ Dr. Ting acknowledged that the section was "struggling with the budget deficit from the international account."¹⁵⁹ In 2018, \$59,757.60 in academic salary paid to Dr. Khullar was retroactively allocated to the 19900 fund.

On July 13, 2017, when it came time for approvals of the next round of profit-sharing payments, Dr. Ting presented to Dean Krebsbach and Senior Associate Dean Tetradis a 2017-18 Orthodontics profit-sharing proposal that would provide for Z payments of \$110,850 to Dr. Ting, \$108,352 to Dr. Moon, \$83,900 to Dr. Kwak, and \$43,000 to Dr. "A", for a total of \$346,102.¹⁶⁰ Dean Krebsbach replied that given the deficit in the international accounts of \$138,888, he was only approving the first quarterly payout, and would "postpone review of the subsequent quarterly payout requests until each quarter end. At a minimum, your quarter-end balances will need to be large enough to support these subsequent payout requests."¹⁶¹ Our analysis reflects that the School paid \$303,102 in profit-sharing payments in four quarterly installments to Orthodontics faculty in fiscal year 2017-18, the highest amount paid to that date.¹⁶² We could locate no record of approvals by Dean Krebsbach of payments after the first payment. When asked, Dean Krebsbach could not recall checking the balance of the accounts in subsequent quarters or approving those payments. Alexan and Shaevel likewise had no recollection of this occurring.

¹⁵⁶Fund 19900 is a general fund allocated on a permanent basis for general operating expenses. The School of Dentistry is a "one department" school, which places the allocation of these general funds within the discretion of the Dean, who bears ultimate responsibility for faculty compensation. Our review of University practices indicates that is standard practice that Fund 19900 be used to pay salaries for faculty who engage in research and instruction. However, Sales and Service activities are intended to be self-supporting, not draw upon university resources. Additionally, these reallocations shifted expenses from the international programs in a way that created more "profit" for dispersal to Orthodontics faculty

¹⁵⁷**EXHIBIT 85**—Memorandum from Dr. Kang Ting to Dean Paul Krebsbach re: Re-Allocation of my FTE during Leave of Absence (June 29, 2017).

¹⁵⁸**EXHIBIT 85**—Email from Dr. Kang Ting to Andrew Alexan (July 10, 2017 11:04 AM). This re-allocation request occurred during the fiscal year in which the funds were distributed. To the extent Dr. Khullar's efforts for this portion of her FTE related to the International Programs, Dr. Ting's actions served to reduce operating expenses of these self-supporting programs by shifting costs to the University.

¹⁵⁹*Id.*

¹⁶⁰**EXHIBIT 6**—*Section of Orthodontics Profit Sharing Committee Meeting Minutes at 2* (June 28, 2017) ("Ortho is in financial difficulty . . .").

¹⁶¹**EXHIBIT 86**—Email from Dean Paul Krebsbach to Dr. Won Moon and Senior Associate Dean Sotirios Tetradis (Aug. 10, 2017 8:59 PM).

¹⁶²**EXHIBIT 74**, *supra* Note 140.

In September 2018, Dr. Ting presented a profit-sharing proposal to Dean Krebsbach that would provide for \$344,050 in total payments to himself, Dr. Moon, Dr. Kwak, and Dr. "A".¹⁶³ Dean Krebsbach approved the proposal.¹⁶⁴ In fiscal year 2018-19, the School paid \$344,050 to Orthodontics faculty in profit-sharing payments, the highest amount paid to date. Shortly before the profit-sharing payments were approved, the previous year's (fiscal year 2017-18) year-end balance across the accounts showed a \$359,367 deficit. Our accounting reflects that at the end of the 2018-19 fiscal year, after the profit-sharing payments, the Orthodontics international accounts showed a \$835,228 deficit. Accounting for revenues received from UNEX at the beginning of the 2019-20 fiscal year, as of fall 2019 the section's deficit was \$503,428.

Dr. Ting, Dr. Moon, and Dr. Kwak all denied the international accounts were in deficit. Dr. Ting blamed irregular revenue transfers from UNEX, as well as erroneous accounting practices, for the apparent deficit, and also stated that historically, the following year's revenues had always replenished the account and put it back into surplus. He stated that because of this cyclical nature of the revenues and expenditures, basing any analysis of their financial health on year-end balances was meaningless.

Dean Krebsbach stated that at all times he relied on Alexan, the School's CFO, to determine that sufficient funds existed in the Orthodontics international and clinic income accounts to fund the section's profit-sharing payments. He also intimated, however, that Orthodontics faculty had pressured the School's leadership to make the payments.

Alexan stated that a "snapshot" of the accounts' balances was not useful because international program revenues and the expenses were so unpredictable. For example, some trainees would pay for an entire year in advance while others paid on a quarterly basis, and part-time faculty would be unexpectedly added to, and removed, from program expenses.¹⁶⁵ Alexan told us that his process for determining whether the accounts could fund the payments was to compare the proposed profit-sharing payment amount to the previous fiscal year's year-end balance—if the proposed payout was fifty percent or less of the balance, the payment would be approved.¹⁶⁶ Alexan stated that he determined in 2017-18 and 2018-19 that the accounts could not fund the profit-sharing payments. He stated that Dr. Ting, Dr. Moon, and Dr. Kwak disputed his calculations and argued that Alexan should rely on projected revenues to determine whether the accounts could fund profit-sharing payments.

Alexan stated that he warned the Dean that approving the payments on the basis of projected student revenues, as faculty was advocating, would be equivalent to "robbing Peter to pay Paul." According to Alexan, these warnings led to the Dean's instruction that the Dean would

¹⁶³**EXHIBIT 87**—Email from Dr. Kang Ting to Dean Paul Krebsbach (Sept. 10, 2018 4:30 PM).

¹⁶⁴**EXHIBIT 87**—Email from Dean Paul Krebsbach to Dr. Kang Ting (Sept. 11, 2018 11:01 AM).

¹⁶⁵The evidence demonstrates that there existed no systematic process to guarantee that international trainees had paid their program fees. For example, one trainee participated in the program for an entire year before the Orthodontics section faculty realized that he had failed to pay the fees for the program.

¹⁶⁶This was apparently based on the Dean's instruction that, of the remaining sixty percent of program revenues after the Dean's Tax was deducted, the section itself could use half of that amount (thirty percent) as it saw fit.

have to approve the Orthodontics faculty's 2017-18 payments on a quarterly basis to ensure they were funded.¹⁶⁷ However, that did not prevent the payments from being approved that year or the following fiscal year, 2018-19.

9. The Expenditures from the International Accounts Went Largely to Academic Salaries, Including to Dr. Ting's Lab Manager

According to our analysis, the chief cause of the large deficits run by the international programs was academic salary costs allocated to international program direct expenses. We verified that most of the recipients of these salaries were part-time instructors in the Orthodontics clinic. As international residents, ACT students, and preceptors all engage in clinical training, these expenses were plausible as International Program costs. Neither the preceptorship nor ACT programs offer research training, although students may conduct research during nights and weekends.

The individual receiving the most compensation was Dr. "J", an adjunct professor who specializes in research, not clinical work. Witnesses familiar with Dr. "J's" role at the School described him as Dr. Ting's lab manager, which would typically be a grant-funded position. In 2014, Dr. Ting was awarded a \$1.9 million grant by NIH for his NELL-1 Systemic Therapy for Osteoporosis research. However, Dr. "J" is not named in grant applications or in annual reports to NIH as a researcher on Dr. Ting's grant-related projects, even though Dr. "J" receives authorship credit on many grant-related papers and presentations.¹⁶⁸ As Dr. "J's" research and lab managing functions are not otherwise paid for by grant funding, it is reasonable to assume that his efforts on Dr. Ting's research projects are funded by the international accounts.

Dr. Ting stated that Dr. "J" teaches and mentors international residents in their research. Dr. "J's" personnel records reflect that he teaches courses in research methodology, including "Introduction to Research," supervises post-doctoral students, and mentors master's and PhD oral biology and oral medical science students.¹⁶⁹ As Dr. "J's" didactic instruction is the same for both CODA and non-CODA (international) residents and because the ACT program does not

¹⁶⁷Dean Krebsbach had a different recollection, recalling that in all relevant years Alexan had confirmed that the accounts could fund the payments. The fact that Dean Krebsbach required the payments to be quarterly in 2017-18, however, supports Alexan's statement that he warned the Dean of budgetary issues. Alexan did not state that he ever warned Dean Krebsbach not to approve the bonus payments; instead his warning seems to have about the wisdom of continuing to rely on future profits to fund present bonuses. In light of this, it is not clear that Dean Krebsbach understood the full extent of the account's financial shortfall at the time he approved the payments. ¹⁶⁸See, e.g., **EXHIBIT 123**—NELL-1 Systemic Therapy for Osteoporosis Year 4 Progress Report, at 3-4 (citing Dr. "J" in three out of five papers listed as "Major activities" and "Significant results"). One of Dr. Ting's minor grant applications allocates .07 of Dr. "J's" time for work on the project. See **EXHIBIT 124**—Extramural Proposal Approval and Submission Summary for "Basic Org Research" (Mar. 22, 2016), at 5.

¹⁶⁹**EXHIBIT 88**—ASSOCIATE AND FULL PROFESSOR MERIT INCREASE DATA SUMMARY, "J", DENTISTRY/ORTHODONTICS, at 6 (July 1, 2015); **EXHIBIT 89**—ASSOCIATE AND FULL PROFESSOR MERIT INCREASE DATA SUMMARY, "J", DENTISTRY/ORTHODONTICS, at 5 (July 1, 2018).

provide research opportunities, it is difficult to understand the justification for paying Dr. "J" solely from the international accounts.

In September 2016, the School's ACT preceptorship and international residency programs were required to complete effort reports for the University. Dr. Ting emailed Dr. Kwak and Dr. Reena Khullar, "Be very careful with this. Let's talk next week. There will be huge issues coming down on ACT."¹⁷⁰ When asked, Dr. Ting stated that he wrote this because there had been issues in another section's ACT programs. The effort report submitted by the Orthodontics listed Dr. "J" as providing 15% effort to the preceptorship programs, 15% effort to the ACT programs, and 35% effort to the international residency program.¹⁷¹

B. FINDINGS

We first present our findings on whether the profit-sharing payments were allowed under University policy, and then address the issue of improper governmental activities.

1. The Profit-Sharing Payments Violated University Policy Because They Were Funded by Student Fees

We conclude that University policy does not authorize the use of student fees from Sales & Service Activities to fund incentive or bonus payments (Z payments) for faculty.¹⁷² The HSCP delegates to professional schools implementation of "the manner in which faculty members . . . may earn incentive compensation beyond base and negotiated compensation, upon approval by the Dean."¹⁷³ However, under the School's Implementing Procedures, "Z" payments, or "incentive/bonus compensation," may only be funded from fees collected for professional services, defined as "patient care fees, consulting fees, [or] expert witness fees."¹⁷⁴ Student tuition fees from postgraduate certificate programs, revenue-generating programs, or Sales and Services Activities are not fees for professional services; they are fees for instruction. Thus, under University policy they cannot fund Z payments.¹⁷⁵

Further, state and University of California conflict of interest policies and laws also prohibit decision-making related to University business if the decisionmaker holds a financial

¹⁷⁰**EXHIBIT 90**—Email from Dr. Kang Ting to Dr. Reena Khullar, Dr. Jin Hee Kwak (Sept. 2, 2016 2:54 PM).

¹⁷¹**EXHIBIT 90**—*UCLA Orthodontics, ACT Instructional Effort – Ortho Spreadsheet* (Sept. 9, 2016).

¹⁷²Certain School of Dentistry administrators with whom we spoke characterized the payments as "Y" payments, because they had been negotiated between faculty and the Dean. However, Y payments must be negotiated and agreed upon at the beginning of each fiscal year, and are then disbursed monthly. The profit-sharing payments were made quarterly. Further, since Dean Park explained, in his interview, that he considered these payments to be incentive payments, we conclude that these payments were "Z" payments.

¹⁷³**EXHIBIT 55**—*APM—670, supra* Note 103, at 670-18(c)(2).

¹⁷⁴*Id.* at 670-18(c)(1); *IMPLEMENTATION PROCEDURES, supra* Note 115, Section IV.C.2.

¹⁷⁵Appendix B to the HSCP notes that "certain other sources of University income may be available to support faculty compensation," such as grant and contract funds, funds from

stake in the matter.¹⁷⁶ Here, Orthodontics faculty who made admissions decisions as to the international programs also stood to realize direct financial benefit from the tuition fees paid by the students they were recruiting and admitting. Indeed, as Dr. Ting stated in his justification for the profit-sharing payments to Dean Krebsbach, Dr. Ting and Dr. Moon had been instrumental in building the international programs to their current size by, among other things, growing the programs and recruiting students for those programs. By allowing these faculty members to directly benefit from these decisions and actions, the profit-sharing also violated the University's conflict of interest policies.

2. Dr. Ting, Dr. Moon, and Dr. Kwak Engaged in Improper Governmental Activities Arising Related to Profit-Sharing

a) Conflict of Interest

The California Political Reform Act requires government (University) employees to disqualify themselves from participating in any decision in which they hold a financial interest.¹⁷⁷ Similarly, Regents Policy 1111, the University's Policy on Statement of Ethical Values and Standards of Ethical Conduct, requires faculty to avoid conflicts of interest.¹⁷⁸

Once Dr. Ting and Dr. Moon began receiving profit-sharing payments funded by international tuition fees, under University policy and California law they were required to

“unrestricted, non-State accounts within the School,” and gifts and other funds available for such purposes, “as allocated by the Dean or Chancellor.” Here, the international accounts were unrestricted, non-State accounts and both Dean Park and Dean Krebsbach gave approval for their use for compensation. Profit-sharing from student fees therefore does not appear to have violated this provision of Appendix B.

¹⁷⁶REGENTS POLICY 1111: POLICY ON STATEMENT OF ETHICAL VALUES AND STANDARDS OF ETHICAL CONDUCT (2005) (“In all matters, community members are expected to take appropriate steps, including consultation if issues are unclear, to avoid both conflicts of interest and the appearance of such conflicts.”); 2 Cal. Code of Regs. §18704(a)-(c). Although Section 18704(d) of the California Political Reform Act provides two exceptions for “academic decisions,” neither applies: admissions decisions are neither “teaching decisions” (such as selection of education materials), nor are they limited to the academic study or research of any single employee. *Id.* at § 18704(d)(5).

¹⁷⁷2 Cal. Code of Regs. §18704(a)-(c). The Act's “basic rule” provides that “a public official has a prohibited conflict of interest and *may not make, participate in making, or in any way use or attempt to use his or her official position to influence a governmental decision* when he or she knows or has reason to know he or she has a disqualifying financial interest,” such as “if the decision will have a *reasonably foreseeable material financial effect . . . directly on the official, or his or her immediate family.*” *Id.* at § 18700(a) (emphases added).

¹⁷⁸REGENTS POLICY 1111, *supra*, Note 176 (including “personal financial interests” as a potential conflict, and forbidding use of university resources “for private gain or personal purposes”). Moreover, although employees are not required to report salary received from a state agency such as the university, they are required to report incentive compensation in a Statement of Economic Interest. *See also* EXHIBIT 95—Cal. Fair Political Practices Comm'n, 2019/2020 Form 700 Statement of Economic Interests Reference Pamphlet, at 12.

disqualify themselves from participating in any decisions regarding those programs that could affect their payments. As discussed above, Dr. Ting and Dr. Moon participated in key decisions regarding the size of the International Programs. Dr. Ting took credit for growing the programs to their current size, and touted Dr. Moon's recruitment efforts. The two faculty members jointly made admissions decisions for the ACT and preceptorship programs. Even where the decisions were not unilateral, Dr. Ting and Dr. Moon nonetheless participated in the decision-making.¹⁷⁹ These were decisions that directly impacted the payments each faculty member would receive. Accordingly, they were required to disqualify themselves from such decisions under multiple policies and laws. Their failure to do so constitutes an improper governmental activity.

Dr. Ting also used his position as Orthodontics section chair to lower section expenses in order to preserve faculty profit-sharing payments. For example, he sought to cut pay for part-time instructors in the clinic in order to lower the programs' academic salary expenses. He suggested terminating a supervisor considered necessary to the operation of the clinic. His statements associated with such actions show that he resisted such spending in order to preserve the section's "profits" and enable profit-sharing payments to Orthodontics faculty members, including himself. Further, in 2018, Dr. Ting requested that salary payments to [REDACTED], an adjunct professor who [REDACTED], be re-allocated as expenditures from the international accounts to the university's general 19900 state-supported fund, which indicates the Sales and Services Activities were not appropriately self-supporting. Dr. Ting's request was made expressly in order to bolster the International Programs' precarious financial position, which was threatening that year's profit-sharing payments.

In knowingly participating in the decisions to take these actions despite having a personal financial stake in them, Dr. Ting violated Regents Policy 1111, California law, and the UC Health Sciences Code of Conduct. Dr. Ting's conduct in this regard also constitutes an improper governmental activity.

b) Economic Waste

The UC Whistleblower Policy (and the California Whistleblower Protection Act) does not define "economic waste." However, the California State Auditor has defined "economically wasteful" as "the careless or reckless use of state or university funds for which the State ultimately received no benefit."¹⁸⁰ We apply this definition to conclude that Dr. Ting, Dr. Moon, and Dr. Kwak engaged in economically wasteful activities. They ignored evidence that the international accounts were slipping into deficit and instead pressured School administrators to pay out profit-sharing payments. Their actions were reckless and caused the University to provide faculty with incentive bonuses when it lacked funds to do so. The University received no benefit from this expenditure.

¹⁷⁹For example, an admissions committee recommended which international residents to admit, and the FEC's approval was required to expand the size of the postgraduate training programs.

¹⁸⁰**EXHIBIT 91**—California State Auditor, *Investigations of Improper Activities by State Agencies and Employees*, at 25 (July 2018).

c) Failure to Disclose Research Funding

Dr. "J", whom witnesses described as Dr. Ting's lab manager but whom was not mentioned in grant applications or annual reports to NIH, was paid more in academic salary from the international accounts than any other International Programs faculty member.¹⁸¹ The 2016 effort report submitted by Orthodontics to the University listed Dr. "J" as providing 15% effort to both the ACT and preceptorship programs, as well as 35% to the international residency program. It is curious, however, that Dr. "J" is paid for teaching research methodology to preceptor and ACT students who do not receive research training.¹⁸²

Moreover, it is odd that Dr. "J" is listed in the report as providing more effort than any other International Programs faculty member when several of the part-time clinical faculty members supervised not only residents, but ACT and preceptorship students as well. In light of the fact that Dr. "J's" dossier reflects that he teaches research courses to residents, including international residents, and mentors both domestic and international residents, we cannot conclude with certainty that he was not involved to some degree in the international programs. However, as Dr. "J" also appears heavily involved in Dr. Ting's federally funded research, to the extent that any of the salary received by Dr. "J" from the international programs was used for Dr. Ting's NIH-funded research projects Dr. Ting's failure to disclose the use of additional funding for his projects may constitute a crime.¹⁸³

VI. ALLEGATIONS OF RETALIATION AGAINST DR. "A"

The LDO's investigation included allegations that Orthodontics faculty members had retaliated against Dr. "A" by, among other things, making allegations of research

¹⁸¹See, e.g., **EXHIBIT 121**—Application for Federal Assistance SF 424 R&R, *supra* Note 69; **EXHIBIT 123**—NELL-1 Systemic Therapy for Osteoporosis Year 4 Progress Report, *supra* Note 169.

¹⁸²Trainees in the preceptorship and ACT programs participate in didactic courses with Orthodontics residents. Their clinical participation consists of chair-side assistance to the residents. Research opportunities only exist on a case-by-case, after-hours basis.

¹⁸³See Indictment, *United States v. Zhu*, No. 13 CRIM761, 2013 WL 9243070 (S.D.N.Y. Oct. 2, 2013) (charging defendant under § 666(a)(1)(B)); Def.'s Sentencing Mem., *Zhu*, ECF No. 73 at 2 (S.D.N.Y. Sept. 1, 2015) (discussing guilty plea for "false answers on three annual NYU financial conflict of interest forms . . . completed in connection with an NIH grant"). A detailed investigation of funding sources for Dr. Ting's research lies beyond the scope of our review. Witness statements and authorship credits indicate that Dr. "J" contributed to Dr. Ting's NIH-funded project while his salary was paid through university funds and the international accounts. However, Dr. "J's" documented responsibilities during this period included research training for residents. There is insufficient evidence to conclude that Dr. Ting's R01 grant fund was left with substantial reserves as the result of outside funding for salaries such as Dr. Zhang's. Our review of the balances for the fund reveals that in fiscal year 2018, less than half of Dr. Ting's allotted NIH funding of \$508,492 was utilized, resulting in a surplus of approximately \$347,000. Dr. Ting's NIH research was provided a project extension until July 2020, and as of April 30, 2020, however, the account has less than a \$30,000 balance. There was no record of transfers from the grant fund to any discretionary account in Dr. Ting's control.

misconduct against her. We have referred any determination on the substantive merit of the research misconduct allegations to the campus Research Integrity Officer, who is currently investigating the issue. This section details relevant facts regarding the conduct in question. It then presents findings as to whether this conduct was harassing or constituted retaliation under University policy, and whether any improper governmental activities occurred.

A. SUMMARY OF FACTS

1. Dr. "A" Was a Witness in a Title IX Investigation Involving Dr. Ting and Dr. Kwak

Dr. "A" [REDACTED] In 2015, Dr. Kwak and Dr. Ting filed a Title IX complaint against the section's "G" for circulating rumors about an alleged romantic affair between them. Dr. "A" stated to us that "A" was a witness in this investigation and provided a statement to University investigators that [REDACTED] "G" had not repeated the rumor to Dr. "A". Dr. "A" stated that after Dr. Ting learned that she had said this, Dr. Ting became extremely angry with her because "A" had not testified against [REDACTED] "G" and had basically "betrayed" him. In November 2016, Dr. "A" emailed Dr. Ting attempting to apologize and explain what had happened.¹⁸⁴ Dr. Ting replied that it was "really unfortunate" that people like [REDACTED] "G" "poisoned the whole environment." He added, "Let's see how we can rebuild this."¹⁸⁵ When asked, Dr. Ting denied confronting Dr. "A" or being upset about her statements to the Title IX investigators. Indeed, he claimed to have been unaware that Dr. "A" had spoken to investigators.

2. Dr. Ting Made Allegations of Research Misconduct During Dr. "A's" Tenure Process

In summer [REDACTED], Dr. "A" began the process for applying for tenure in the Orthodontics section at the School. On August 28, [REDACTED], Dr. Ting submitted a glowing letter of recommendation for Dr. "A's" tenure. Four days before submitting the letter, however, on August 24, [REDACTED], Dr. Ting asked to be recused from Dr. "A's" tenure process, complaining that Dean Park was soliciting letters of support for Dr. "A" "outside the normal process" and without notifying Dr. Ting as chair of the section.¹⁸⁶

The evidence shows that in fall [REDACTED], Dr. Ting was involved in a number of communications regarding alleged academic misconduct by Dr. "A". On November 1, [REDACTED], an anonymous letter accusing Dr. "A" of academic misconduct was slipped under the door of an Academic Promotion and Appraisal (APA) Committee member.¹⁸⁷

The following day, Dr. Ting wrote an email to Dr. Ronald Mito, the School's Executive Associate Dean, stating that "quite a few faculty" had expressed concern to him "about egregious

¹⁸⁴ **EXHIBIT 92**—Email from Dr. "A" to Dr. Kang Ting (Nov. 11, 2016 1:17 PM).

¹⁸⁵ **EXHIBIT 92**—Email from Dr. Kang Ting to Dr. "A" (Nov. 15, 2016 7:06 PM).

¹⁸⁶ **EXHIBIT 93**—Email from Dr. Kang Ting to Dr. Ronald S. Mito (Aug. 24, [REDACTED] 11:04 PM).

¹⁸⁷ **HIBIT 94**—Anonymous Letter to the Academic Promotion and Appraisal Committee (Nov. 1, [REDACTED]).

breach of academic integrity and misconduct issues related to Dr. "A's" CV.”¹⁸⁸ Also in early November, a second unsigned letter was provided anonymously to the APA committee. The letter called into question "A's" credentials and the appropriateness of her promotion.¹⁸⁹ Dr. Ting later stated in an email to Dr. Moon that he wrote at least some of the language in the first anonymous letter.¹⁹⁰

In 2018 and early 2019, Dr. "A" engaged in negotiations with the Harvard School of Dental Medicine (“HSDM”) to join their faculty. However, in January 2019, HSDM, which had made a verbal offer of employment to Dr. "A", withdrew its offer.¹⁹¹ When Dr. "A" asked Dr. Vicki Rosen, the chair of HSDM’s Department of Development Biology, why the offer had been withdrawn, Dr. Rosen forwarded to Dr. "A" a PDF she received containing allegations of academic misconduct.¹⁹² While Dr. Rosen would not state who sent the PDF, its metadata showed that the author was “Jin Hee Kwak.”¹⁹³ Later, a professor at a Korean university forwarded to Dr. "A" an email from Dr. Kwak to the professor attaching the same PDF.¹⁹⁴ When asked, Dr. Kwak acknowledged that she forwarded the allegations to Korean academics. However, she denied forwarding the allegations to HSDM.

3. Dr. Ting Directed that Dr. "A" Receive Lower Profit-Sharing Distributions from 2016-2019

As an Orthodontics faculty member, Dr. "A" began receiving clinic revenue-sharing payments in fiscal year 2011-12. "A" also began receiving profit-sharing payments from the international accounts in fiscal year 2012-13. During this time, as previously noted, Dr. Ting sought approval for the payments from Dean Park and further recommended the distribution of the

¹⁸⁸ **EXHIBIT 96**—Email from Dr. Kang Ting to Dr. Ronald Mito (Nov. 2, [REDACTED] 9:40 PM).

¹⁸⁹ **EXHIBIT 97**—Second Anonymous Letter to the APA Committee, UCLA School of Dentistry (undated); Dr. "A" claimed that this letter was also slipped anonymously under the door of at least one committee member on November 7, [REDACTED].

¹⁹⁰ **EXHIBIT 98**—Email from Dr. Kang Ting to Dr. Won Moon (Nov. 18, [REDACTED] 2:07 AM). When asked, Dr. Ting acknowledged providing the letter to the APA committee. [REDACTED] stated that the letter was provided anonymously to him. However, he stated that he provided the letter to the committee in person.

¹⁹¹ Emails we reviewed revealed that HSDM officials, including the Dean, assured Dr. "A" that "A" would soon receive a strong offer. After the offer was withdrawn, Roland Baron, a professor at HSDM, emailed Dr. "A" that it was “[u]nfair to withdraw [HSDM’s] offer on that basis.”

EXHIBIT 99—Email from Roland Baron to Dr. "A" (Jan. 31, 2019 10:35 AM); *see also*

EXHIBIT 100—Email from Dr. "A" to Dr. Vicki Rosen (Jan. 13, 2019 10:46 PM PDT).

¹⁹² **EXHIBIT 101**—Email from Dr. Vicki Rosen to Dr. "A" (Jan. 10, 2019 10:50 AM).

¹⁹³ **EXHIBIT 102**—Email from Redacted to Redacted “email I got” (Nov. 29, 2018 10:52 PM). Our analysis of the document confirmed that the metadata shows the Author of the document as “Jin Hee Kwak” and that it was created Nov. 29, 2018 at 10:52 PM and last modified at 10:59

PM.¹⁹⁴ **EXHIBIT 103**—Email from Dr. Jin Hee Kwak to ajouorthod@naver.com (Jan. 16, 2019 14:08 GMT); **EXHIBIT 102**—Email from Redacted to Redacted “email I got” (Nov. 29, 2018 10:52 PM). The metadata for this document shows the Author as “Jin Hee Kwak” and that it was created Nov. 29, 2018 at 10:52 PM and last modified at 10:59 PM.

payment. Dean Park stated that in fiscal year 2014-15, he instructed that Dr. Ting increase Dr. "A's" payment by \$10,000 because he thought that "A" was not receiving enough.

In fiscal year 2015-16, Dr. Ting requested a significantly smaller Z payment for Dr. "A" than for himself or Dr. Moon—\$50,500, less than half of the \$105,500 that Dr. Moon would be receiving.¹⁹⁵ In fiscal year 2016-17, Dr. Ting suggested to the new Dean that Dr. "A's" payment be only marginally larger than his proposed payment to Dr. Kwak, who was more junior than Dr. "A" and not tenure-track faculty.¹⁹⁶

In an August 2016 email to Dean Krebsbach, Dr. Ting justified a comparatively smaller payment to Dr. "A" on the ground that "A" did not “cover post-doc clinic or ACT clinical training.”¹⁹⁷ After Dean Krebsbach asked for further justification for the division of profits moving forward, Dr. Ting established a committee comprised of Orthodontics faculty members (Dr. Ting recused himself as a voting member) and two School of Dentistry professors from other sections, Dr. Wenyuan Shi and Dr. Ben Wu, purportedly to ensure a fair and equitable process.¹⁹⁸ The minutes of the committee’s June 2017 meeting reflect that—consistent with undisclosed, prior conversations with Dr. Ting—Dr. Moon and Dr. Kwak argued that Dr. Kwak should receive more than Dr. "A" based on the effort the former put into the international programs. Dr. "A" objected and was told "A" could submit a minority report.¹⁹⁹

In 2017-2018, Dr. "A's" portion of the bonus compensation was based on .25 of her FTE, rather than .5 FTE like the other faculty members.²⁰⁰ "A" received slightly more than Dr. Kwak overall. In 2018-2019, Dr. "A's" Z compensation was again reduced significantly, to \$50,000 less than Dr. Kwak’s.²⁰¹ Internal emails in 2017 and 2018 show Dr. Ting, Dr. Moon, and Dr. Kwak exchanging disparaging messages regarding Dr. "A's" participation in profit-sharing meetings and her share of the Z payments, including one in which Dr. Moon states, “we need to gang up on her.”²⁰² Emails demonstrate that despite the formation of the committee, Dr. Ting continued to recommend profit-sharing distributions to the Dean and pushed back against the Dean’s requests for justification.²⁰³

¹⁹⁵**EXHIBIT 75**—Email from Dr. Kang Ting to Dean No-Hee Park (Aug. 10, 2015 5:11 PM).

¹⁹⁶**EXHIBIT 105**—*UCLA Orthodontics, Dr. Ting’s Request for FY 2016-17 Spreadsheet* (undated).

¹⁹⁷**EXHIBIT 76**—Email from Dr. Kang Ting to Dean No-Hee Park (Aug. 4, 2016 10:18 PM).

¹⁹⁸**EXHIBIT 106**—Email from Dr. Kang Ting to Dr. Won Moon, *et al.* (March 15, 2017 2:29 PM).

¹⁹⁹**EXHIBIT 6**—*Profit Sharing Committee Meetings Minutes, supra* Note 15, at 3.

²⁰⁰*Id.*

²⁰¹**EXHIBIT 87**—Email from Dr. Kang Ting to Steven Shaevel (Sept. 10, 2018 4:30 PM).

²⁰²**EXHIBIT 107**—Email from Dr. Won Moon to Dr. Kang Ting (May 14, 2018 10:25 PM); **EXHIBIT 108**—Email from Dr. Won Moon to Dr. Jin Hee Kwak (June 2017, 2017 11:40 PM) (asking why Dr. "A" was receiving a \$45,000 Z payment from the international accounts); *id.* Email from Dr. Jin Hee Kwak to Dr. Won Moon (June 27, 2017 11:52 PM) (replying, “Exactly. "A" shouldn’t. I will raise a concern and we plan to reduce to \$10,000 in total.”).

²⁰³**EXHIBIT 109**—Email from Dr. Kang Ting to Dean Paul Krebsbach (June 22, 2018 1:32 PM); **EXHIBIT 110**—Email from Dr. Kang Ting to Dean Paul Krebsbach (June 23, 2018 12:24 AM). Although the profit-sharing payments during this period were supposedly decided by committee,

Dr. "A" acknowledged to us that her duties did not primarily involve international postgraduate students, but stated that Dr. Ting and Dr. Moon had kept her busy with other tasks with the intent of keeping her from contributing to the International Programs and therefore sharing in profits from the program revenues. "A" also disputed that Dr. Ting and Dr. Moon put forth effort into the International Programs commensurate with their share of the Z payments.

B. FINDINGS

The purpose of our fact-finding on this issue was to determine whether the conduct of any Orthodontics faculty against Dr. "A" was harassing or retaliatory. This section discusses our findings on that question. It then analyzes whether any relevant conduct constituted an improper governmental activity.

1. Dr. Ting Harassed Dr. "A" During Her Tenure Process

a) Academic Misconduct Allegations

Regardless of the merit of the academic misconduct allegations, the evidence demonstrates that Dr. Ting's conduct during Dr. "A's" tenure process was harassing. Even if Dr. Ting believed that the misconduct allegations required the notification of University officials, the UC Whistleblowing Policy does not justify his actions. Under the Whistleblower Policy:

[A] report by a University employee of allegations of a suspected [IGA] should be made to the reporting employee's immediate supervisor or other appropriate administrator or supervisor within the operating unit . . . or to the LDO. However, in the interest of confidentiality, when there is a potential conflict of interest or for other reasons, such reports may be made to another University official whom the reporting employee may reasonably expect to have either responsibility over the affected area or the authority to review the alleged [IGA] on behalf of the University.²⁰⁴

Dr. Ting confessed in an email to a colleague that he had authored at least part of an anonymous letter containing the academic misconduct allegations under the door of an APA committee member.²⁰⁵ The APA Committee was neither Dr. Ting's supervisor nor could it be

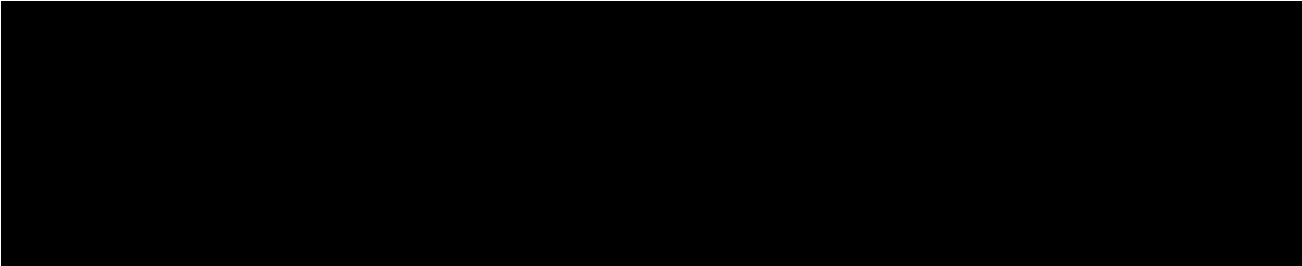
witnesses described committee member Dr. Ben Wu, Professor and Chair of the Division of Advanced Prosthodontics, as a good friend of Dr. Ting's. *Accord* **EXHIBIT 111**—Email from Dr. Kang Ting to Dr. Ben Wu (Aug. 24, 2018 9:22 AM) (Dr. Ting appearing to jokingly promise Dr. Wu an expensive bottle of wine after Dr. Wu obtains Dean Krebsbach's approval of the committee's 2018-19 proposal over Dr. "A's" objections).

²⁰⁴**EXHIBIT 1**—*UC Whistleblower Policy, supra* Note 1, at 4. Similarly, the University of California Whistleblower Protection Policy defines a "protected disclosure" as one "made internally to the Complainant's supervisor, to the LDO, or to any University official identified in the University's Whistleblower Policy for that purpose."

²⁰⁵When asked about the email, Dr. Ting stated that he had reproduced the language of the letter in his email and claimed to have written it to Dr. Moon in order to preserve the confidentiality of the author.

reasonably considered a campus official that would have “responsibility over the affected area,” or authority to review the alleged improper governmental activity.²⁰⁶ Further, Dr. Ting emailed the Executive Associate Dean the following day regarding the allegations, showing that he understood how to contact an appropriate official. The weight of the evidence suggests that Dr. Ting acted with harassing intent and the intent to damage Dr. "A's" career, not out of a sincere desire to report academic misconduct.²⁰⁷

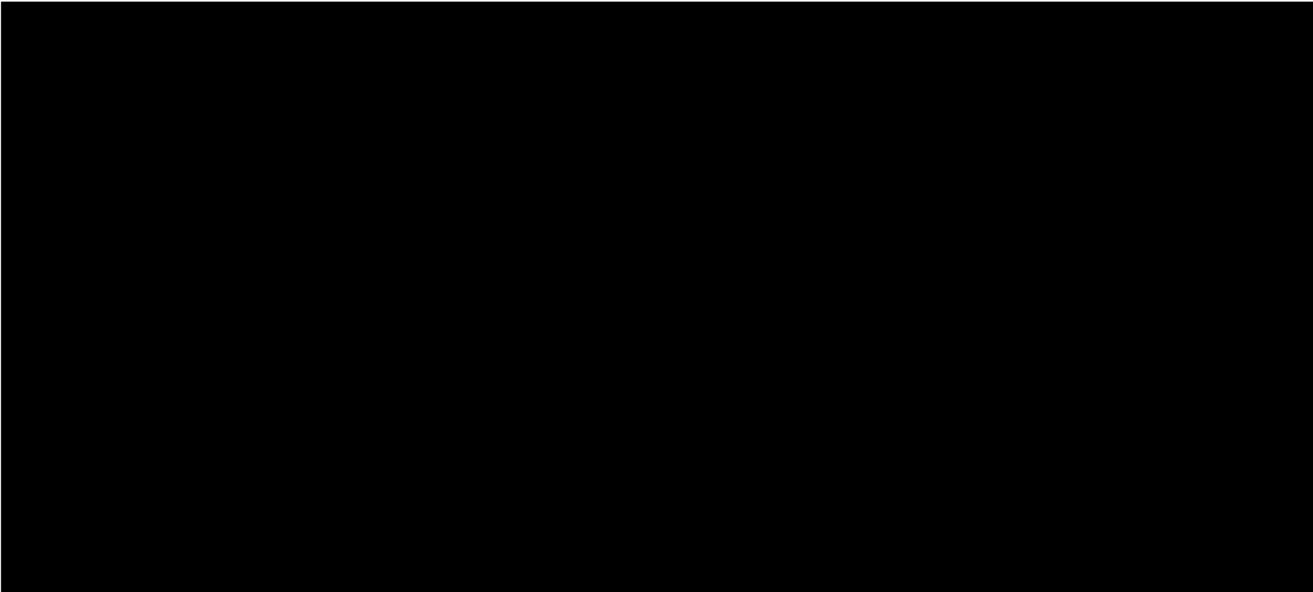
Under California law, a “protected disclosure” is, in relevant part, “a good faith communication . . . that discloses or demonstrates an intention to disclose information that may evidence (1) an improper governmental activity[.]”²⁰⁸ Although the RIO has engaged in an investigation into the merits of the accusations leveled against Dr. "A", this does not automatically lead to a conclusion that Dr. Ting acted in good faith when making these anonymous allegations. In addition to the fact that he failed to comply with the reporting and confidentiality provisions of the University’s Whistleblower Policy, an investigation by then-Vice Chancellor of Academic Personnel of the allegations provided to the APA committee immediately before it voted on Dr. "A's" tenure promotion concluded that the allegations lacked merit.



²⁰⁶Further, research misconduct is covered by UCLA Policy 933, which provides that such allegations should be reported to the campus’ Research Integrity Officer.

²⁰⁷Indeed, Dr. Ting’s disclosure likely would not be protected by California’s whistleblower protection law: “Section 1102.5 requires that to come within its provisions, the activity disclosed by an employee must violate a federal or state law, rule or regulation.” *Mueller v. Cty. of L.A.*, 176 Cal. App. 4th 809, 821-22 (2009) (holding that disclosure was not protected because “this case is not about perceived violations of federal or state statutes, rules or regulations[,] but rather about perceived violations of the department’s own policies, which are local policies”); *Levi v. Regents of Univ. of Cal.*, 15 Cal. App. 5th 892, 904 (2017) (“Complaints made in the context of internal administrative or personnel actions, rather than in the context of legal violations, do not constitute protected whistleblowing.”) (internal quotations omitted); *Patten v. Grant Joint Union High School Dist.*, 134 Cal. App. 4th 1378, 1384 (2005) (same). Dr. Ting’s letter to the APA committee called for an investigation of “the heavy-handed manipulation of Dr. "A's" dossier,” based on “major inconsistencies between Dr. "A's" research preparation, scientific expertise, her dossier, and her performance in her promotion seminar.” The alleged rationale was that these inconsistencies “impact[] Dr. "A's" qualifications to be promoted to tenured associate professor.” In addition, Dr. Ting asked “the school to start a formal investigation at both the School level, and at the larger campus level for *violation of faculty conduct.*” (emphasis added.) Violations of University policy “in the context of internal administrative or personnel actions” generally are not considered legal violations because such policies do not have the “force and effect of statutes.” See *Levi*, 15 Cal. App. 5th at 904.

²⁰⁸Cal. Gov. Code § 8547.2(e). This definition is also incorporated into the University’s whistleblower policy. **EXHIBIT 1**—*UC Whistleblower Policy*, *supra* Note 1, at 3.



2. Dr. Ting's Harassment of Dr. "A" Constituted an Improper Governmental Activity

Dr. "A" alleged that from 2015 onward, Dr. Ting was angry with her because of statements "A" had made during the Title IX investigation into Dr. Ting's and Dr. Kwak's sexual harassment complaint. University of California policy and federal law prohibits retaliation through "threats, intimidation, reprisals, and/or adverse employment . . . based on . . . participation in the investigation, report, remedial, or disciplinary processes" instituted in response to sexual harassment complaints."²⁰⁹

We conclude that Dr. Ting's conduct in disseminating the academic misconduct allegations against Dr. "A" during her tenure process constituted improper retaliation. His actions were harassing and, by seeking to harm Dr. "A's" tenure, constituted an adverse employment action. Moreover, the weight of the evidence suggests that Dr. Ting engaged in this conduct against Dr. "A" based on her participation in the Title IX investigation. While Dr. Ting denied this, his denials are not credible. For example, he denied any knowledge that Dr. "A" had spoken to Title IX investigators despite that fact that in November 2016 Dr. "A" wrote him a lengthy email discussing in detail her statements to the investigators. In sum, the evidence indicates that Dr. Ting's conduct toward Dr. "A" during her tenure process constituted an improper governmental activity. We thus recommend that the LDO refer this issue to the appropriate University process for determining whether section III.B. of the UC Sexual Violence and Sexual Harassment Policy was violated.

²⁰⁹**EXHIBIT 112**—*UNIVERSITY OF CALIFORNIA, POLICY SEXUAL VIOLENCE AND SEXUAL HARASSMENT*, sections II.C, II.B (Jan. 1, 2016); *see also* 34 C.F.R. § 100.7(e); *Lowrey v. Texas A & M Univ. Sys.*, 117 F.3d 242, 249 (5th Cir. 1997) (federal regulations "prohibit, inter alia, retaliation against any individual who has made a complaint, testified, or participated in any manner in an investigation into alleged noncompliance with title IX.").

3. Dr. Ting and Dr. Kwak Likely Violated the Faculty Code of Conduct

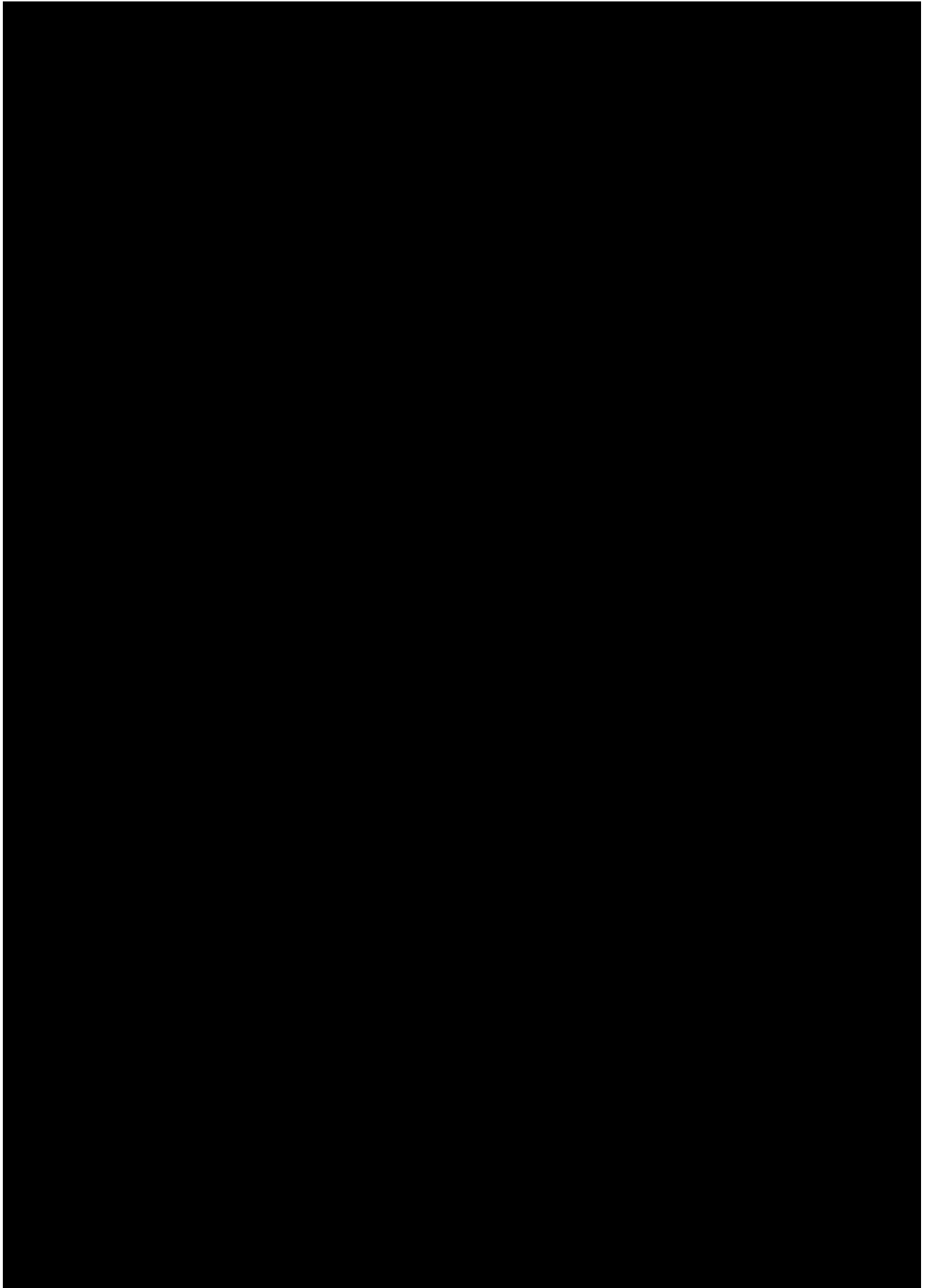
The University of California Faculty Code of Conduct prohibits harassing conduct between colleagues.²¹⁰ Because Dr. Ting's conduct in disseminating the academic misconduct allegations against Dr. "A" constituted harassment of a fellow faculty member, we recommend that the LDO refer this issue to the appropriate University process for determining whether section II.D. of APM-015 was violated. Similarly, by contacting HSDM regarding the unsubstantiated allegations while it was considering Dr. "A" for a faculty position, Dr. Kwak's conduct appears to have been undertaken with the intent to damage Dr. "A's" professional prospects.²¹¹ We recommend that the LDO refer this issue for a determination regarding whether Dr. Kwak's conduct violated section II.D. of APM-015 as well.

VII. OTHER ALLEGATIONS OF [REDACTED]



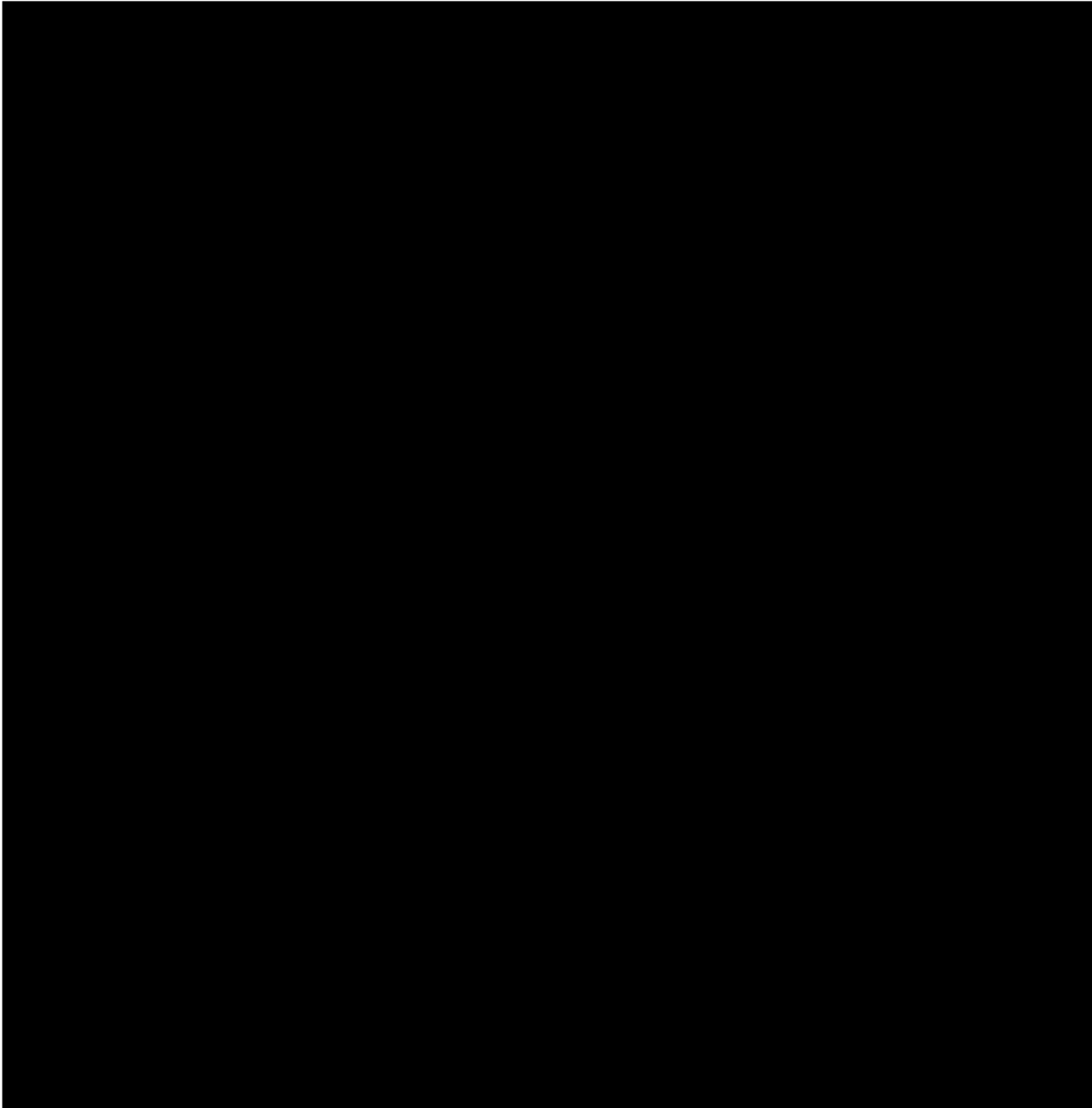
²¹⁰**EXHIBIT 52**—*THE FACULTY CODE OF CONDUCT, APM-015, supra* Note 93, Section D “Ethical Principles.”

²¹¹Dr. Kwak's disclosure to HSDM of the unsubstantiated allegations cannot be considered whistleblowing activity under either University policy or California law. HSDM was not “a government or law enforcement agency, [] a person with authority over [Dr. Kwak], or [] another employee who has authority to investigate, discover, or correct the violation or noncompliance.” Cal. Labor Code § 1102.5(a). University policy defines a “protected disclosure” as one made *internally*.





VIII. ALLEGATIONS OF

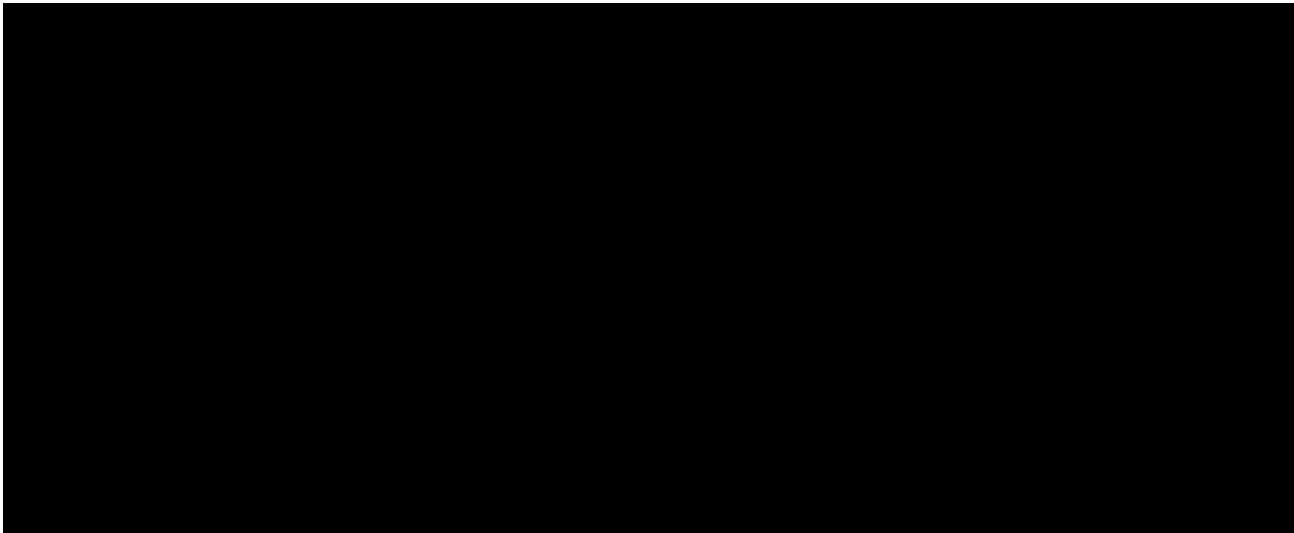


IX. ALLEGATIONS OF

[REDACTED]

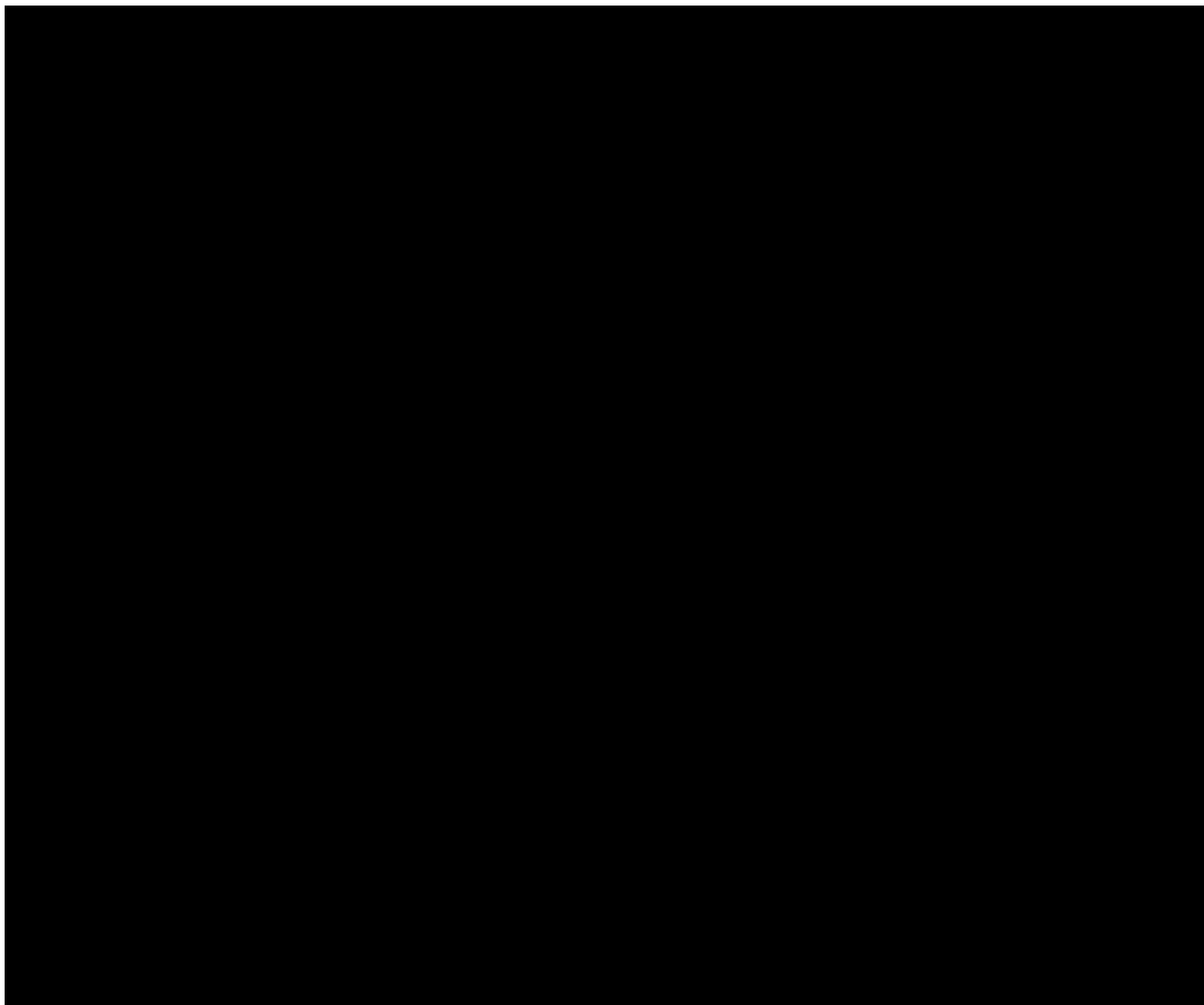
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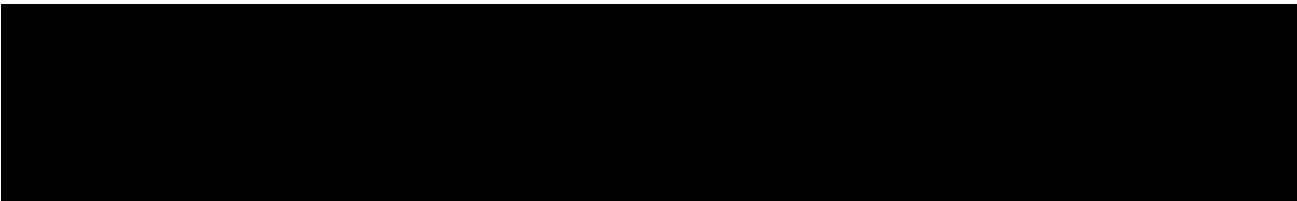
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X. ALLEGATIONS OF

[REDACTED]





**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“**AGREEMENT**”) is made between JIN HEE KWAK, D.D.S., M.S. (“**EMPLOYEE**”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**REGENTS**”).

RECITALS

A. **EMPLOYEE** was hired on July 1, 2013, as Visiting Assistant Professor of the University of California at Los Angeles School of Dentistry, Section of Orthodontics, and reappointed as Adjunct Assistant Professor on July 1, 2014, and as Adjunct Associate Professor, Step 2, on May 29, 2020;

B. On or about June 17, 2020, **EMPLOYEE** was issued a notice of intent to dismiss and notice of investigatory leave following an investigation of conduct after the University of California at Los Angeles (the “University”) received reports of various improper activities allegedly occurring with the Orthodontics Section of the School of Dentistry.

C. **EMPLOYEE** disputed the charges and invoked the right to an early termination hearing under Senate Bylaw 337 (the “Early Termination hearing”);

D. In order to avoid the substantial expense and inconvenience of further proceedings, the parties now desire to fully and finally settle all claims on the terms set forth in this **AGREEMENT**. This includes all issues that were raised or could have been raised in the Early Termination hearing, and any claims or potential claims arising from any transactions or occurrences to date between **EMPLOYEE**, on the one hand, and the **REGENTS** the other hand, including any claims or legal actions of any kind by **EMPLOYEE** against the **REGENTS**.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Paid Leave. The **REGENTS** hereby agrees that **EMPLOYEE** shall remain on paid administrative leave in her position as Adjunct Associate Professor, Step 2 until December 31, 2020.
2. **EMPLOYEE** Resignation. **EMPLOYEE** irrevocably resigns from her position as Adjunct Associate Professor, Step 2, effective December 31, 2020 (hereafter “Date of Resignation”). This term is self-executing and requires no further act of either party for full force or effect other than as required by this Agreement. The **REGENTS** hereby accepts **EMPLOYEE**’s resignation as of December 31, 2020.
3. Letter of Censure Will Issue. A letter of censure shall be issued which shall state:

“As you know, the University received reports of various improper activities allegedly occurring with the Orthodontics Section of the School of Dentistry. An investigator was

retained to conduct a thorough investigation and the investigative report found that you violated various University policies and a Notice of Intent to Dismiss was issued to you. You disputed the findings in the investigation report and, as was your right, you invoked the right to an early termination hearing under SBL 337. Because of a mutual agreement between the parties, the matter was settled prior to such hearing and this letter issued.”

“The University hereby unequivocally admonishes you that similar conduct in the future in any of the areas related to or set forth in the “Report on Independent Investigation of UCLA School of Dentistry’s Orthodontics Section” dated May 21, 2020, and including retaliation against any individual who made complaints about you or provided information in connection with the investigation, will not be tolerated and may lead to disciplinary sanctions, up to and including dismissal from University employment. This letter constitutes the disciplinary sanction of a formal written censure as provided for in the University Policy on Faculty Conduct and the Administration of Discipline. Censure is “a formal expression of institutional rebuke” for your misconduct.”

The letter of censure shall be maintained in **EMPLOYEE’S** Academic Personnel file in the Academic Personnel Office and a confidential personnel file in the School of Dentistry Dean’s Office, but shall not be considered part of her academic dossier. The letter of censure will be treated and maintained as a confidential personnel record.

4. Reference Requests. **EMPLOYEE** agrees to direct all reference requests to Erika Chau or the then-current Assistant Vice Chancellor at UCLA’s Academic Personnel Office, who will respond that UCLA will provide only job title and dates of employment [and then provide that information] However, should any other person, including faculty, receive a request for a recommendation or reference, they will be free to provide any recommendation they deem appropriate.
5. **EMPLOYEE** Access to Email. The **REGENTS** will provide **EMPLOYEE** with access to her Dentistry email address jkwak@dentistry.ucla.edu through the last day of her employment of December 31, 2020, but no access to the content of her prior email box, which contains University records, will be provided.
6. **EMPLOYEE** Cooperation With Additional Proceedings. **EMPLOYEE** agrees to cooperate with the **REGENTS** in any existing or future administrative proceeding or civil or criminal litigation in which both the Regents and Dr. Kang “Eric” Ting and/or Dr. Won Moon are parties. **EMPLOYEE** and the **REGENTS** acknowledge that truthful testimony in response to a subpoena in such proceeding is not a violation of the Agreement’s terms.
7. General Releases of All Claims. **EMPLOYEE** unconditionally, irrevocably and absolutely releases and discharges the **REGENTS**, as well as any present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the **REGENTS** (collectively, “**RELEASED PARTIES**”), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys’ fees and costs), liabilities and demands of whatsoever kind and character that **EMPLOYEE** may now or hereafter have against the **RELEASED**

PARTIES arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**, including but not limited to any and all claims and defenses that could be raised in the Early Termination hearing, and any and all claims related to **EMPLOYEE**'s employment with and separation from the **REGENTS**, and these claims shall collectively be referred to hereafter as "**RELEASED CLAIMS.**" The release set out in this paragraph specifically covers any and all claims arising from or related to **EMPLOYEE**'S employment with and separation from employment with the **REGENTS**, or arising from any act or omission by any **RELEASED PARTIES** occurring before the **EFFECTIVE DATE** of this Agreement [hereafter "**RELEASED CLAIMS**"].

To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **EMPLOYEE** and any of the **RELEASED PARTIES**, including but not limited to the Early Termination hearing, and any and all claims related to **EMPLOYEE**'s employment with the **REGENTS**, including the employment conditions, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with these transactions or occurrences and/or the Early Termination hearing, or separation from employment with the **REGENTS**. **RELEASED CLAIMS** include, without limitation, any claims under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes (including, without limitation, the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§621-634); Title VII, Civil Rights Act of 1964 (42 U.S.C. §§2000-2000 (e)-1-17); the Americans with Disabilities Act (42 U.S.C. §§ 12101-122110); the federal Family Medical Leave Act (29 U.S.C. §§ 2601-2654); the California Family Rights Act (Gov. Code §§ 12945.1-12945.2); and the California Fair Employment and Housing Act (Gov. Code §§ 12900-12966)); any federal or state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and any claims arising under any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. **RELEASED CLAIMS** include all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, **RELEASED CLAIMS** shall not include any other claims that cannot lawfully be waived or released by private agreement.

The **REGENTS** on behalf of itself and its successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges **EMPLOYEE** from any and all charges, complaints, claims, liabilities (including attorney's fees and costs actually incurred) or obligations of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of any contracts (express or implied) or in tort, statute or law, that the **REGENTS** has, had, claims to have had or now has, or claims to have through the date of the execution of this Agreement, arising out of the circumstances of **EMPLOYEE**'s employment with the **REGENTS**, including, but not limited to, the investigation in the Orthodontics Section of the School of Dentistry. Notwithstanding the foregoing, the released claims shall not include any other claims that cannot lawfully be waived or released by private agreement.

8. Unknown or Different Facts or Law. **EMPLOYEE** acknowledges that **EMPLOYEE** may discover facts or law different from, or in addition to, the facts or law **EMPLOYEE** knows or believes to exist with respect to a Released Claim. **EMPLOYEE** agrees, nonetheless, that this **AGREEMENT** and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.
9. California Civil Code Section 1542 Waiver. **EMPLOYEE** and the **REGENTS** expressly acknowledge and agree that the releases contained in this **AGREEMENT** include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

EMPLOYEE acknowledges that **EMPLOYEE** has read all of this **AGREEMENT**, including the above Civil Code section, and that **EMPLOYEE** fully understands both the **AGREEMENT** and the Civil Code section. **EMPLOYEE** and the **REGENTS** waive any benefits and rights granted pursuant to Civil Code section 1542.

10. No Further Claims. **EMPLOYEE** represents and warrants that neither she nor anyone acting through or by **EMPLOYEE** nor any spouse, heir, offspring, representative, agent, executor, assign, or successor has filed any complaints, claims, or actions against the **REGENTS** or any other of the **RELEASED PARTIES** with any state, federal, or local agency or court arising out of and/or pertaining to **EMPLOYEE**'s employment and/or the cessation thereof.
11. Withdrawal of Early Termination Hearing. **EMPLOYEE** and the **REGENTS** agree to take all actions necessary to advise the Committee of Privilege and Tenure as soon as this **AGREEMENT** becomes effective, that the matter has been resolved and the Early Termination request is withdrawn by **EMPLOYEE**.
12. No Prior Assignments. **EMPLOYEE** represents and warrants that **EMPLOYEE** has not assigned to any other person or entity any of the **RELEASED CLAIMS**. **EMPLOYEE** agrees to defend, indemnify and hold the **REGENTS** harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.
13. No Admissions. By entering into this **AGREEMENT**, neither **EMPLOYEE**, the **REGENTS** nor any of the other **RELEASED PARTIES** admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this **AGREEMENT** is not an admission of liability, and that

EMPLOYEE, the **REGENTS** and the other **RELEASED PARTIES** specifically deny liability and intend merely to avoid further litigation and expense by entering into this **AGREEMENT**. The parties agree that it is their mutual intention that neither this **AGREEMENT** nor any terms hereof shall be admissible in any other or future proceedings against **EMPLOYEE**, the **REGENTS** or any of the other **RELEASED PARTIES**, except a proceeding to enforce this **AGREEMENT**.

14. Covenant Not to Sue. **EMPLOYEE** agrees, to the fullest extent permitted by law, that **EMPLOYEE** will not initiate or file a lawsuit or internal University proceeding to assert any **RELEASED CLAIMS**. If any such action is brought, this **AGREEMENT** will constitute an Affirmative Defense thereto, and the **REGENTS** and any other **RELEASED PARTIES** named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any **RELEASED CLAIMS**.

Nothing in this **AGREEMENT** shall affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to enforce Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **AGREEMENT** be construed as a basis for interfering with **EMPLOYEE**'s protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC, the DFEH, or any other state, federal or local government entity. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **EMPLOYEE**'s behalf, **EMPLOYEE** specifically waives and releases **EMPLOYEE**'S right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding and further agrees not to seek reinstatement to University employment.

15. Acknowledgment of Payment of Compensation/Benefits: **EMPLOYEE** acknowledges and affirms that, with the exception of any compensation or benefits, including but not limited to, accrued but unused vacation time, owed and not yet paid through December 31, 2020, the last date of **EMPLOYEE**'s employment at the **REGENTS**, **EMPLOYEE** has been paid and/or has received any and all wages, benefits and compensation to which **EMPLOYEE** is entitled as a result of **EMPLOYEE**'S employment with the **REGENTS**.

16. COBRA RIGHTS: The University has provided or will provide to **EMPLOYEE**, under separate cover, information regarding any rights **EMPLOYEE** may have to COBRA health insurance continuation and retirement benefits, and to the continuation of life and disability insurance after her employment ends on December 31, 2020. To the extent that **EMPLOYEE** has such rights, nothing in this Agreement will impair those rights.

17. Return of University Property: **EMPLOYEE** promises by a mutually agreed date before December 31, 2020, to return to the University, any and all University property in **EMPLOYEE**'s possession or control, including without limitation, files, documents, office keys, pass cards, cell phone, pager, computer (desktop or laptop), and credit cards.

A mutually agreed date before December 31, 2020 will also be arranged for **EMPLOYEE** to retrieve any personal items from her office.

18. Attorneys' Fees and Costs. **EMPLOYEE** and the **REGENTS** and any other **RELEASED PARTIES** agree to bear their own attorneys' fees and expenses incurred in connection with the Early Termination hearing and/or any **RELEASED CLAIMS**, except as otherwise set forth in paragraphs 12 and 14 herein.
19. No Future Employment or Affiliation with the REGENTS. **EMPLOYEE** agrees, warrants and represents that **EMPLOYEE** will not apply for and, if offered, will not accept any employment with or by the **REGENTS** at any time or at any campus, medical center, or any other entity in which **EMPLOYEE**'s wages, salary or benefits are paid, in part or in full, by the **REGENTS/University of California** (hereafter referred to as "**REGENTS's AFFILIATE**"). **EMPLOYEE** understands and agrees that a violation of this **AGREEMENT** shall constitute good cause for the **REGENTS** to reject **EMPLOYEE'S** application for employment or terminate **EMPLOYEE'S** employment status. **EMPLOYEE** further understands and agrees that should **EMPLOYEE** accept University employment, the acceptance shall constitute misconduct and **EMPLOYEE** may be terminated immediately without cause or notice and without recourse to any University policy or any complaint resolution or contractual grievance process. In consideration for the promises contained in this **AGREEMENT**, **EMPLOYEE** expressly waives any right **EMPLOYEE** may have to any University complaint or contractual grievance process, including any rights **EMPLOYEE** might otherwise have to any notice or opportunity to be heard. This provision does not, and is not intended to, limit **EMPLOYEE**'s ability to seek or obtain employment with any other employer, or control how **EMPLOYEE** reports whether she is "ineligible for rehire" in connection with any future job search(es) that are not at any **REGENTS's AFFILIATE**.
20. California Law. This **AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law, without regard to conflicts of laws provisions. The parties agree that any action to enforce any term of this **AGREEMENT** shall be filed in the Superior Court of California, County of Los Angeles. Accordingly, the parties also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **AGREEMENT**.
21. Severability. Should it be determined by a court that any term of this **AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.
22. Modifications. This **AGREEMENT** may be amended only by a written instrument executed by all parties hereto.
23. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **AGREEMENT**.

24. Interpretation; Construction. The headings set forth in this **AGREEMENT** are for convenience only and shall not be used in interpreting this **AGREEMENT**. This **AGREEMENT** has been drafted by legal counsel representing the **REGENTS**, but **EMPLOYEE** and **EMPLOYEE'S** counsel have fully participated in the negotiation of its terms. **EMPLOYEE** acknowledges that **EMPLOYEE** has had an opportunity to review and discuss each term of this **AGREEMENT** with legal counsel and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this **AGREEMENT**.
25. Entire Agreement. The parties to this **AGREEMENT** declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties and that this **AGREEMENT** contains the entire expression of agreement between the parties on the subjects addressed herein.
26. Binding Effect. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each party, and it shall inure to the benefit of each party and their respective heirs, successors, and assigns.
27. Counterparts. This **AGREEMENT** may be executed in counterparts. The execution of a signature page of this **AGREEMENT** shall constitute the execution of the **AGREEMENT**, and the **AGREEMENT** shall be binding on each party upon that party's signing of such a counterpart. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.
28. Advice of Counsel. The parties declare and represent that they are executing this **AGREEMENT** with full advice from their respective legal counsel, that they intend that this **AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.
29. Effective Date. This Agreement will be effective and binding upon its execution by both parties below ("**EFFECTIVE DATE**").

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

SIGNATURES ON NEXT PAGE

Dated: October 20th, 2020

By: 
JIN HEE KWAK, D.D.S., M.S., an
Individual

Dated: October 20, 2020

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By: 
MICHAEL S. LEVINE
Vice Chancellor, Academic Personnel

APPROVED AS TO FORM:

THE MALONEY FIRM, APC

By: 
Lisa Von Eschen
Attorney for Jin Hee Kwak, D.D.S., M.S.

GORDON REES SCULLY MANSUKHANI

By: 
Erika L. Shao
Attorney for The Regents of the University of California

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“**AGREEMENT**”) is made between WON MOON, D.M.D., M.S. (“**EMPLOYEE**”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**REGENTS**”).

RECITALS

A. **EMPLOYEE** was hired in or about July 2012, as Health Sciences Associate Clinical Professor of the University of California at Los Angeles School of Dentistry, Section of Orthodontics, and effective January 1, 2019 was appointed Chair of the Section of Orthodontics, with a demotion on or around April 16, 2019;


B. On or about June 17, 2020, **EMPLOYEE** was issued a notice of intent to dismiss and notice of investigatory leave following an investigation of conduct after the University of California at Los Angeles (the “University”) received reports of various improper activities allegedly occurring with the Orthodontics Section of the School of Dentistry.

C. **EMPLOYEE** disputed the charges and invoked the right to an early termination hearing under Senate Bylaw 337 (the “Early Termination hearing”);

D. In order to avoid the substantial expense and inconvenience of further proceedings, the parties now desire to fully and finally settle all claims on the terms set forth in this **AGREEMENT**. This includes all issues that were raised or could have been raised in the Early Termination hearing, and any claims or potential claims arising from any transactions or occurrences to date between **EMPLOYEE**, on the one hand, and the **REGENTS** the other hand, including any claims or legal actions of any kind by **EMPLOYEE** against the **REGENTS**.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Paid Leave. The **REGENTS** hereby agrees that **EMPLOYEE** shall remain on paid administrative leave in his position as Associate Professor, Step 3, until December 31, 2020.
2. **EMPLOYEE** Resignation. **EMPLOYEE** irrevocably resigns from his position as Health Sciences Associate Clinical Professor, Step 3, effective December 31, 2020 (hereafter “Date of Resignation”). This term is self-executing and requires no further act of either party for full force or effect other than as required by this Agreement. The **REGENTS** hereby accepts **EMPLOYEE**’s resignation as of December 31, 2020.




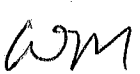

3. Letter of Censure Will Issue. A letter of censure shall be issued which shall state:

“As you know, the University received reports of various improper activities allegedly occurring with the Orthodontics Section of the School of Dentistry. An investigator was retained to conduct a thorough investigation and the investigative report found that you violated various University policies and a Notice of Intent to Dismiss was issued to you. You disputed the findings in the investigation report and, as was your right, you invoked the right to an early termination hearing under SBL 337. Because of a mutual agreement between the parties, the matter was settled prior to such hearing and this letter issued.”

“The University hereby unequivocally admonishes you that similar conduct in the future in any of the areas related to or set forth in the “Report on Independent Investigation of UCLA School of Dentistry’s Orthodontics Section” dated May 21, 2020, and including retaliation against any individual who made complaints about you or provided information in connection with the investigation, will not be tolerated and may lead to disciplinary sanctions, up to and including dismissal from University employment. This letter constitutes the disciplinary sanction of a formal written censure as provided for in the University Policy on Faculty Conduct and the Administration of Discipline. Censure is “a formal expression of institutional rebuke” for your misconduct.”

The letter of censure shall be maintained in **EMPLOYEE’S** Academic Personnel file in the Academic Personnel Office and a confidential personnel file in the School of Dentistry Dean’s Office, but shall not be considered part of his academic dossier. The letter of censure will be treated and maintained as a confidential personnel record.

4. Reference Requests. **EMPLOYEE** agrees to direct all reference requests to Erika Chau or the then-current Assistant Vice Chancellor at UCLA’s Academic Personnel Office, who will respond that UCLA will provide only job title and dates of employment [and then provide that information]. However, should any other person, including faculty, receive a request for a recommendation or reference, they will be free to provide any recommendation they deem appropriate.
5. **EMPLOYEE** Access to Email. The **REGENTS** will provide **EMPLOYEE** with access to his Dentistry email address wmoon@dentistry.ucla.edu through the last day of his employment of December 31, 2020, but no access to the content of his prior email box, which contains University records, will be provided.
6. **EMPLOYEE** Cooperation With Additional Proceedings. **EMPLOYEE** agrees to cooperate with the **REGENTS** in any existing or future administrative proceeding or civil or criminal litigation in which both the Regents and Dr. Kang “Eric” Ting are parties, provided **EMPLOYEE’S** counsel is present, involved or informed concerning the requested cooperation. **EMPLOYEE** and the **REGENTS** acknowledge that truthful testimony in response to a subpoena in such proceeding is not a violation of the Agreement’s terms.

7. Access During Leave and after Separation: During the paid leave status, **EMPLOYEE** will not be permitted to enter any School of Dentistry office, lab, building, or clinic except for medical treatment or the purpose of retrieving personal property and only with the approval of the Dean who will arrange for a mutually convenient time for the access. After separation, **EMPLOYEE** will only have non-affiliate access to UCLA, and will follow the general procedures and rules in place required of a visitor at the campus. **EMPLOYEE** will be subject to the Non-Affiliate Regulations governing UCLA property, including provisions prohibiting interference with University activities or disruptive conduct. **EMPLOYEE** will not be permitted to enter any School of Dentistry office, lab, building, or clinic unless seeking medical treatment.

8. General Releases of All Claims. **EMPLOYEE** unconditionally, irrevocably and absolutely releases and discharges the **REGENTS**, as well as any present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the **REGENTS** (collectively, "**RELEASED PARTIES**"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that **EMPLOYEE** may now or hereafter have against the **RELEASED PARTIES** arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**, including but not limited to any and all claims and defenses that could be raised in the Early Termination hearing, and any and all claims related to **EMPLOYEE**'s employment with and separation from the **REGENTS**, and these claims shall collectively be referred to hereafter as "**RELEASED CLAIMS.**" The release set out in this paragraph specifically covers any and all claims arising from or related to **EMPLOYEE'S** employment with and separation from employment with the **REGENTS**, or arising from any act or omission by any **RELEASED PARTIES** occurring before the **EFFECTIVE DATE** of this Agreement [hereafter "**RELEASED CLAIMS**"].

To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **EMPLOYEE** and any of the **RELEASED PARTIES**, including but not limited to the Early Termination hearing, and any and all claims related to **EMPLOYEE**'s employment with the **REGENTS**, including the employment conditions, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with these transactions or occurrences and/or the Early Termination hearing, or separation from employment with the **REGENTS**. **RELEASED CLAIMS** include, without limitation, any claims under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes (including, without limitation, the Age Discrimination in Employment Act ("**ADEA**") (29 U.S.C. §§621-634); Title VII, Civil Rights Act of 1964 (42 U.S.C. §§2000-2000 (e)-1-17); the Americans with Disabilities Act (42 U.S.C. §§ 12101-122110); the federal Family Medical Leave Act (29 U.S.C. § 2601-2654); the California Family Rights Act (Gov. Code §§ 12945.1-12945.2); and the California Fair Employment and Housing Act (Gov. Code §§ 12900-12966)); any federal or state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and any claims arising

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under any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. **RELEASED CLAIMS** include all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, **RELEASED CLAIMS** shall not include any other claims that cannot lawfully be waived or released by private agreement.

The **REGENTS** on behalf of itself and its successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges **EMPLOYEE** from any and all charges, complaints, claims, liabilities (including attorney's fees and costs actually incurred) or obligations of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of any contracts (express or implied) or in tort, statute or law, that the **REGENTS** has, had, claims to have had or now has, or claims to have through the date of the execution of this Agreement, arising out of the circumstances of **EMPLOYEE**'s employment with the **REGENTS**, including, but not limited to, the investigation in the Orthodontics Section of the School of Dentistry. Notwithstanding the foregoing, the released claims shall not include any other claims that cannot lawfully be waived or released by private agreement.

9. Unknown or Different Facts or Law. **EMPLOYEE** acknowledges that **EMPLOYEE** may discover facts or law different from, or in addition to, the facts or law **EMPLOYEE** knows or believes to exist with respect to a Released Claim. **EMPLOYEE** agrees, nonetheless, that this **AGREEMENT** and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

10. California Civil Code Section 1542 Waiver. **EMPLOYEE** and the **REGENTS** expressly acknowledge and agree that the releases contained in this **AGREEMENT** include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

EMPLOYEE acknowledges that **EMPLOYEE** has read all of this **AGREEMENT**, including the above Civil Code section, and that **EMPLOYEE** fully understands both the **AGREEMENT** and the Civil Code section. **EMPLOYEE** and the **REGENTS** waive any benefits and rights granted pursuant to Civil Code section 1542.

11. No Further Claims. **EMPLOYEE** represents and warrants that neither he nor anyone acting through or by **EMPLOYEE** nor any spouse, heir, offspring, representative, agent, executor, assign, or successor has filed any complaints, claims, or

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actions against the **REGENTS** or any other of the **RELEASED PARTIES** with any state, federal, or local agency or court arising out of and/or pertaining to **EMPLOYEE's** employment and/or the cessation thereof.

12. Withdrawal of Early Termination Hearing. **EMPLOYEE** and the **REGENTS** agree to take all actions necessary to advise the Committee of Privilege and Tenure as soon as this **AGREEMENT** becomes effective, that the matter has been resolved and the Early Termination request is withdrawn by **EMPLOYEE**.
13. No Prior Assignments. **EMPLOYEE** represents and warrants that **EMPLOYEE** has not assigned to any other person or entity any of the **RELEASED CLAIMS**. **EMPLOYEE** agrees to defend, indemnify and hold the **REGENTS** harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.
14. No Admissions. By entering into this **AGREEMENT**, neither **EMPLOYEE**, the **REGENTS** nor any of the other **RELEASED PARTIES** admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this **AGREEMENT** is not an admission of liability, and that **EMPLOYEE**, the **REGENTS** and the other **RELEASED PARTIES** specifically deny liability and intend merely to avoid further litigation and expense by entering into this **AGREEMENT**. The parties agree that it is their mutual intention that neither this **AGREEMENT** nor any terms hereof shall be admissible in any other or future proceedings against **EMPLOYEE**, the **REGENTS** or any of the other **RELEASED PARTIES**, except a proceeding to enforce this **AGREEMENT**.
15. Covenant Not to Sue. **EMPLOYEE** agrees, to the fullest extent permitted by law, that **EMPLOYEE** will not initiate or file a lawsuit or internal University proceeding to assert any **RELEASED CLAIMS**. If any such action is brought, this **AGREEMENT** will constitute an Affirmative Defense thereto, and the **REGENTS** and any other **RELEASED PARTIES** named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any **RELEASED CLAIMS**.

Nothing in this **AGREEMENT** shall affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to enforce Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **AGREEMENT** be construed as a basis for interfering with **EMPLOYEE's** protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC, the DFEH, or any other state, federal or local government entity. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **EMPLOYEE's** behalf, **EMPLOYEE** specifically waives and releases **EMPLOYEE'S** right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding and further agrees not to seek reinstatement to University employment.

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16. Acknowledgment of Payment of Compensation/Benefits: **EMPLOYEE** acknowledges and affirms that, with the exception of any compensation or benefits, including but not limited to, accrued but unused vacation time, owed and not yet paid through December 31, 2020, the last date of **EMPLOYEE's** employment at the **REGENTS**, **EMPLOYEE** has been paid and/or has received any and all wages, benefits and compensation to which **EMPLOYEE** is entitled as a result of **EMPLOYEE'S** employment with the **REGENTS**.

17. COBRA RIGHTS: The University has provided or will provide to **EMPLOYEE**, under separate cover, information regarding any rights **EMPLOYEE** may have to COBRA health insurance continuation and retirement benefits, and to the continuation of life and disability insurance after his employment ends on December 31, 2020. To the extent that **EMPLOYEE** has such rights, nothing in this Agreement will impair those rights.

18. Return of University Property: **EMPLOYEE** promises by a mutually agreed date before December 31, 2020, to return to the University, any and all University property in **EMPLOYEE's** possession or control, including without limitation, files, documents, office keys, pass cards, cell phone, pager, computer (desktop or laptop), and credit cards. A mutually agreed date before December 31, 2020 will also be arranged for **EMPLOYEE** to retrieve any personal items from his office/lab. **EMPLOYEE** shall have up to two consecutive days to retrieve his personal property, although **EMPLOYEE** shall make a good faith effort to retrieve his property on the first day.

19. Mutual Non-Disparagement: Paul Krebsbach, Sotirios Tetradis, Clarice Law and Audrey Yoon shall not make or encourage others to make statements about **EMPLOYEE** that could reasonably be construed as defamatory or disparaging. Additionally, at the request of **EMPLOYEE**, the University shall inform the Orthodontics Section professors and Orthodontics Section staff that the matters and circumstances concerning Dr. Moon's employment are subject to his right of privacy and should be treated accordingly. **EMPLOYEE** shall not make or encourage others to make statements about Paul Krebsbach or Sotirios Tetradis, or the Orthodontics Section or the UCLA School of Dentistry that could reasonably be construed as defamatory or disparaging. For the purposes of this section, disparaging means any statement that is, or could reasonably be construed as, derogatory or otherwise detrimental to the integrity, reputation or character of the individual or his or her University department, School or unit.

This provision shall not apply to good faith, honest evaluations rendered as part of formal academic reviews or as part of formal peer review of scholarly publications.

20. Public Records Act Disclosures: UCLA is subject to the public records act which applies to both the investigation report and settlement agreement and will carry out its legal obligations under that statute. UCLA Information Practices Office will exercise its best, good faith judgment as to any exemptions that may apply to the requested records, including the personnel exemption, at the time a request is made and based on the facts that exist at such time. In the event a request for the investigation report is received, and UCLA determines records must be produced, redacted or not, UCLA will provide notice

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to counsel for **EMPLOYEE**, Scott E. Shapiro, within 5 calendar days. In the event **EMPLOYEE** does not file a lawsuit seeking to enjoin the disclosure of the report by the 5th calendar day after sending notice, the report will be released with appropriate redactions—as determined by the Information Practices Office. In the event exemptions have been asserted to withhold records, if the requestor files suit for the records, UCLA will provide notice to Scott E. Shapiro within 24 hours of receiving notice of such lawsuit. **EMPLOYEE** agrees that, in order to protect his privacy interests, he must seek to intervene in any such lawsuit and assert them himself. UCLA will abide by a final court decision in any such lawsuit regarding the disclosure of the report or settlement. In the event an unredacted report is ever ordered to be released by UCLA, UCLA will include in its response that “Pursuant to agreement, UCLA agreed to advise you that Dr. Moon objected to the manner in which the investigation was conducted, adamantly denied the factual findings that were made and was prepared to legally contest such proceedings. Dr. Moon did not engage in protracted litigation because he believed the matter should remain confidential and that administrative proceedings and civil litigation was not in the best interests of the University, nor of any person involved in the allegations.”

21. Attorneys’ Fees and Costs. **EMPLOYEE** and the **REGENTS** and any other **RELEASED PARTIES** agree to bear their own attorneys’ fees and expenses incurred in connection with the Early Termination hearing and/or any **RELEASED CLAIMS**, except as otherwise set forth in paragraphs 13 and 15 herein.
22. No Future Employment or Affiliation with the REGENTS. **EMPLOYEE** agrees, warrants and represents that **EMPLOYEE** will not apply for and, if offered, will not accept any employment with or by the **REGENTS** at any time or at any campus, medical center, or any other entity in which **EMPLOYEE**’s wages, salary or benefits are paid, in part or in full, by the **REGENTS/University of California** (hereafter referred to as “**REGENTS’s AFFILIATE**”). **EMPLOYEE** understands and agrees that a violation of this **AGREEMENT** shall constitute good cause for the **REGENTS** to reject **EMPLOYEE’S** application for employment or terminate **EMPLOYEE’S** employment status. **EMPLOYEE** further understands and agrees that should **EMPLOYEE** accept University employment, the acceptance shall constitute misconduct and **EMPLOYEE** may be terminated immediately without cause or notice and without recourse to any University policy or any complaint resolution or contractual grievance process. In consideration for the promises contained in this **AGREEMENT**, **EMPLOYEE** expressly waives any right **EMPLOYEE** may have to any University complaint or contractual grievance process, including any rights **EMPLOYEE** might otherwise have to any notice or opportunity to be heard. This provision does not, and is not intended to, limit **EMPLOYEE**’s ability to seek or obtain employment with any other employer, or control how **EMPLOYEE** reports whether he is “ineligible for rehire” in connection with any future job search(es) that are not at any **REGENTS’s AFFILIATE**.
23. California Law. This **AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law, without regard to conflicts of laws provisions. The parties agree that any

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action to enforce any term of this **AGREEMENT** shall be filed in the Superior Court of California, County of Los Angeles. Accordingly, the parties also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **AGREEMENT**.

24. Severability. Should it be determined by a court that any term of this **AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.
25. Modifications. This **AGREEMENT** may be amended only by a written instrument executed by all parties hereto.
26. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **AGREEMENT**.
27. Interpretation; Construction. The headings set forth in this **AGREEMENT** are for convenience only and shall not be used in interpreting this **AGREEMENT**. This **AGREEMENT** has been drafted by legal counsel representing the **REGENTS**, but **EMPLOYEE** and **EMPLOYEE'S** counsel have fully participated in the negotiation of its terms. **EMPLOYEE** acknowledges that **EMPLOYEE** has had an opportunity to review and discuss each term of this **AGREEMENT** with legal counsel and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this **AGREEMENT**.
28. Entire Agreement. The parties to this **AGREEMENT** declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties and that this **AGREEMENT** contains the entire expression of agreement between the parties on the subjects addressed herein.
29. Binding Effect. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each party, and it shall inure to the benefit of each party and their respective heirs, successors, and assigns.
30. Counterparts. This **AGREEMENT** may be executed in counterparts. The execution of a signature page of this **AGREEMENT** shall constitute the execution of the **AGREEMENT**, and the **AGREEMENT** shall be binding on each party upon that party's signing of such a counterpart. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.
31. Advice of Counsel. The parties declare and represent that they are executing this **AGREEMENT** with full advice from their respective legal counsel, that they intend that this **AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final

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and complete. Each party executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.


32. Older Workers Benefit Protection Act. It is the intention of the parties that the releases contained in this **AGREEMENT** comply with the provisions of the Older Workers Benefit Protection Act (29 U.S.C. § 626(f)) and thereby effectuate the release by **EMPLOYEE** of any potential claims under the federal Age Discrimination in Employment Act (“ADEA”). Accordingly, **EMPLOYEE** agrees as follows: (i) **EMPLOYEE** has carefully reviewed the this **AGREEMENT**, and understands the terms and conditions it contains; (ii) **EMPLOYEE** has been advised of the right to consult any attorney or representative of **EMPLOYEE’S** choosing to review this **AGREEMENT**; (iii) **EMPLOYEE** is receiving consideration that is above and beyond anything of value to which **EMPLOYEE** is already entitled; (iv) **EMPLOYEE** does not waive right or claims that may arise after the date on which **EMPLOYEE** executes this **AGREEMENT**; (v) **EMPLOYEE** has had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this **AGREEMENT**. **EMPLOYEE** may sign this **AGREEMENT** sooner, but in doing so, **EMPLOYEE** acknowledges that the decision to sign was **EMPLOYEE’S** alone and, as a result, **EMPLOYEE** has voluntarily waived the balance of the 21-day review period.

33. Seven-Day Revocation Period and Effective Date. **EMPLOYEE** shall have seven (7) days after executing this **AGREEMENT** to reconsider and revoke the release of ADEA claims under this **AGREEMENT**. Any such revocation must be in writing and delivered to Stephen E. Ronk/Erika L. Shao of Gordon Rees Scully Mansukhani, LLP, 633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071, (213) 576-5034, sronk@grsm.com, eshao@grsm.com; no later than the seventh (7th) day following **EMPLOYEE’S** execution of this **AGREEMENT**. This **AGREEMENT** shall not become effective or enforceable until the seven-day revocation period has expired, or until the date of the last signature on this **AGREEMENT**, whichever is later (“**EFFECTIVE DATE**”). If **EMPLOYEE** revokes the release of ADEA claims under this **AGREEMENT**, the **REGENTS** will have the option to: (a) continue to accept the **AGREEMENT**, accepting that there is no release of ADEA claims, or (b) revoke, cancel, nullify, or rescind the entire **AGREEMENT**, and in such case, the **AGREEMENT** shall not be effective or enforceable, **EMPLOYEE** will not receive the consideration described herein, and **EMPLOYEE** agrees that the statute of limitations has not been tolled or precluded under any theory (including, but not limited to, equitable tolling, equitable estoppel, equitable excuse, the continuing violations theory, the delayed discovery rule) for any reason, including the fact that the parties engaged in settlement negotiations.

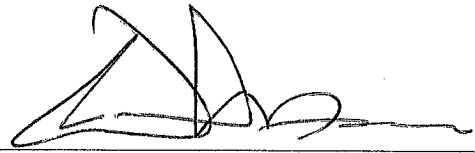
34. Effective Date. This Agreement will be effective and binding upon its execution by both parties below (“**EFFECTIVE DATE**”).

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

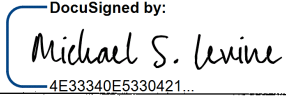


Dated: 10/25, 2020

By: 
WON MOON, D.M.D., M.S., an Individual

Dated: 10/26/2020, 2020

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
MICHAEL S. LEVINE
Vice Chancellor, Academic Personnel

APPROVED AS TO FORM:

APPELL SHAPIRO LLP

By: 
Scott E. Shapiro
Attorney for WON MOON

GORDON REES SCULLY MANSUKHANI

By: _____
Erika L. Shao
Attorney for The Regents of the University of California

**SETTLEMENT AGREEMENT
AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“**AGREEMENT**”) is made between Kang (Eric) Ting, D.M.D., D.Med.Sc. (“**EMPLOYEE**”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**REGENTS**”), Paul Krebsbach and Sotirios Tetradis (collectively the “**INDIVIDUAL ADMINISTRATORS**”)

RECITALS

A. **EMPLOYEE** was hired on or about July, 1994, as a Visiting Professor, and on July 1, 1995 became a Professor of the University of California, Los Angeles School of Dentistry, Section of Orthodontics;

B. In April 2019, **the REGENTS** hired an outside law firm to investigate reports of alleged improper activities within the Orthodontics Section of the School of Dentistry. On September 26, 2019, **EMPLOYEE** was provided notice that he was a subject of investigation. [hereafter “Investigation”]

C. On May 26, 2020, **EMPLOYEE** filed a civil lawsuit against the **REGENTS** and the **INDIVIDUAL ADMINISTRATORS** for various claims arising from his employment with the **REGENTS**, Case Number **20STCV19888** (the “**CIVIL LAWSUIT**”). The **REGENTS** and **INDIVIDUAL ADMINISTRATORS** denied all claims asserted in the complaint and denied that they engaged in any wrongdoing of any kind. The **CIVIL LAWSUIT** had only just commenced and no findings on the merits were made;

D. On or about June 18, 2020, Charges were filed against **EMPLOYEE** based on the findings of the Investigation (hereafter “**CHARGES**”);

E. **EMPLOYEE** objected to the manner in which the investigation was conducted, denied the **CHARGES**, and was prepared to contest such proceedings;

F. The Charges Committee of the UCLA Academic Senate was in the process of assessing the **CHARGES** and had not yet rendered a conclusion;

G. In order to avoid the substantial expense and inconvenience of further proceedings, the parties now desire to fully and finally settle all claims on the terms set forth in this **AGREEMENT**. This includes all issues that were raised or could have been raised in the **CHARGES** or Privilege & Tenure process, all issues that were raised or could have been raised in the **CIVIL LAWSUIT**, and any claims or potential claims arising from any transactions or occurrences to date between **EMPLOYEE**, on the one hand, and the **REGENTS** and **INDIVIDUAL ADMINISTRATORS** on the other hand, including any claims or legal actions of any kind by **EMPLOYEE** against the **REGENTS** or **INDIVIDUAL ADMINISTRATORS**, or vice versa.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

- 1) Retirement and Resignation. **EMPLOYEE** may retire at any time by submitting the appropriate forms with the office that handles retirement. He is responsible for following the standard process.

EMPLOYEE hereby irrevocably resigns from his position as Professor effective June 28, 2021. This term is self-executing and requires no further act of either party for full force or effect other than as required by this Agreement. The **REGENTS** hereby accepts **EMPLOYEE**'s resignation as of June 28, 2021. In the event **EMPLOYEE** obtains other employment prior to June 28, 2021, he may resign sooner.

- 2) Curtailment Emeritus Status. In order to facilitate a complete severance of the parties, **EMPLOYEE** will not seek, nor will he be conferred, emeritus status or emeritus benefits upon his retirement. This does not in any way impact his retirement benefits. In light of the fact that there has been no formal recommendation for discipline of **EMPLOYEE** by the Committee for Privilege and Tenure, **EMPLOYEE** has agreed to this provision as part of this Settlement.

- 3) Paid and Unpaid Leave. **EMPLOYEE** shall remain on paid administrative leave in his position as Professor until December 31, 2020. **EMPLOYEE**'s administrative leave shall convert to unpaid administrative leave on January 1, 2021, and shall remain as unpaid leave until June 28, 2021, or such earlier date as **EMPLOYEE** elects to retire or obtain other employment. During the administrative leave period, the terms of the "Notice of Involuntary Leave" set forth in the letter from Michael Levine to **EMPLOYEE** dated June 18, 2020, attached hereto as Exhibit A, shall remain in effect, except that the **REGENTS** shall not have any right to convert the leave to unpaid status until the agreed date of January 1, 2021. **EMPLOYEE** will not be provided access to his office or other research laboratories on campus except to retrieve personal property and he must obtain approval from the Dean who will arrange a mutually agreeable time for access and will appoint a representative to escort Dr. Ting. This representative cannot include any of the individuals listed in paragraph 7, below. During administrative leave, **EMPLOYEE** will not serve as an official or unofficial mentor or advisor or in any other educational capacity for any current or future resident in the orthodontics residency program, during said resident's tenure at UCLA. During unpaid leave, **EMPLOYEE** may elect to continue his health and other benefits but is required to pay for the entirety of any such continued benefits per standard policy.

- 4) No Admissions. By entering into this **AGREEMENT**, neither **EMPLOYEE**, the **REGENTS**, the **INDIVIDUAL ADMINISTRATORS**, nor any of the other parties released in Paragraph 10(a) and (b), admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this **AGREEMENT** is not an admission of liability, and that **EMPLOYEE**, the **REGENTS**, the **INDIVIDUAL ADMINISTRATORS** and the other parties released in Paragraph 10(a) and (b) specifically deny liability and intend merely to avoid further litigation and expense by entering into this **AGREEMENT**. The parties agree that it is their mutual intention that neither this **AGREEMENT** nor any terms hereof shall be admissible in any other or future

proceedings against **EMPLOYEE**, the **REGENTS**, the **INDIVIDUAL ADMINISTRATORS** or any of the other parties released in Paragraph 10 (a) and (b), except a proceeding to enforce this **AGREEMENT**.

- 5) Reference Requests. **EMPLOYEE** shall send any request for an employment reference to Erika Chau in the Academic Personnel Office (or to her replacement should she no longer work in that position). That office will respond “We can confirm Dr. Ting’s job title and dates of employment [and then provide that information].” She will also provide an agreed upon reference letter in the form of Exhibit B, hereto. In the event the Chancellor, Executive Vice Chancellor and Provost, Vice Chancellor for Academic Personnel, or the Dean’s Office for the School of Dentistry receive inquiries from employers, they will refer the matter to Ms. Chau and will not otherwise respond. Per **EMPLOYEE**’s request, UCLA will provide notice to Paul Krebsbach, Sotirios Tetradis, Michael Levine, Emily Carter, Robert Goldstein, and Vina Chin that if contacted with a request for recommendation or reference, they should refer the matter to Ms. Chau for response. Should any other person including faculty, receive a request for a recommendation or reference, they will be free to provide any recommendation they deem appropriate.
- 6) Access after Separation. Upon his separation from employment with the **REGENTS**, **EMPLOYEE** will only have non-affiliate access to UCLA, and will follow the general procedures and rules in place required of a visitor at the campus. **EMPLOYEE** understands that he will be subject to the [Non-Affiliate Regulations](#) governing UCLA property, including provisions prohibiting interference with University activities or disruptive conduct. **EMPLOYEE** will not serve as an official or unofficial mentor or advisor or in any other educational capacity for any current or future resident in the orthodontics residency program, during said resident’s tenure at UCLA.
- 7) Mutual Non-Disparagement. Paul Krebsbach, Sotirios Tetradis, Edwin Pierce, Michael Levine, Emily Carter, Robert Goldstein and Vina Chin shall not make or encourage others to make statements about **EMPLOYEE** that could reasonably be construed as defamatory or disparaging. **EMPLOYEE** shall not make or encourage others to make statements about the **INDIVIDUAL ADMINISTRATORS** or the individuals identified in this paragraph, or the Orthodontics Section or the UCLA School of Dentistry that could reasonably be construed as defamatory or disparaging. For the purposes of this section, disparaging means any statement that is, or could reasonably be construed as, derogatory or otherwise detrimental to the integrity, reputation or character of the individual or his or her University department, School or unit.

This provision shall not apply to testimony that is legally compelled as part of a legal or administrative proceeding, although the parties shall be given advance notice and an opportunity to obtain confidential treatment of any such testimony. The parties agree to provide each other with notice of any subpoena or discovery request that could reasonably be construed as seeking any such information within five business days of their receipt of such a subpoena or discovery request.

This provision will not apply to good faith, honest evaluations rendered by **INDIVIDUAL ADMINISTRATORS OR EMPLOYEE** as part of formal peer review of scholarly publications.

UCLA will remind the members of the Charges Committee that the Charges process is a confidential personnel action and information obtained in that process must remain confidential. UCLA also will advise the attorneys at Hueston Hennigan, LLP who handled the investigation at issue that they should not disclose information about the investigation unless legally compelled to do so.

- 8) Public Records Act Disclosures. The **REGENTS** is subject to the California Public Records Act which applies to both the investigation report and the settlement agreement. The **REGENTS** will carry out its legal obligations under that statute. UCLA Information Practices Office will exercise its best, good faith judgment as to any exemptions that may apply to the requested records, including the personnel exemption, at the time a request is made and based on the facts that exist at such time. In the event a request for the investigation report is received, and the **REGENTS** determine records must be produced, redacted or not, the **REGENTS** will provide notice to counsel for **EMPLOYEE**, Messrs. James Hill and Douglas Mirell, within 3 business days. In the event **EMPLOYEE** does not file a lawsuit seeking to enjoin the disclosure of the report by the 5th business day after sending notice, the report will be released with appropriate redactions—as determined by the UCLA Information Practices Office. In the event exemptions have been asserted to redact or withhold records, if the requestor files suit in connection with the redactions or withholding of the records, the **REGENTS** will provide notice to Messrs. James Hill and Douglas Mirell within 1 business day of receiving notice of such lawsuit. **EMPLOYEE** agrees that, in order to protect his privacy interests, he must seek to intervene in any such lawsuit and assert them himself. The **REGENTS** will abide by a final court decision in any such lawsuit regarding the disclosure of the report or settlement. In the event the **REGENTS** is ordered to release an unredacted report, it will include in its response that “Pursuant to agreement, UCLA agreed to advise you that Dr. Ting objected to the manner in which the investigation was conducted and denied the factual findings that were made.”
- 9) Research (a) Equipment. **EMPLOYEE** shall obtain from his spouse, Dr. Soo, a list of the relevant equipment in **EMPLOYEE**'s laboratory that Dr. Soo contends should transfer to her and remain at UCLA following **EMPLOYEE**'s separation. **EMPLOYEE** represents that Dr. Soo has shared a laboratory with **EMPLOYEE** and purchased much of the equipment contained in the laboratory with her own grant funds, and upon receipt of evidence from Dr. Soo that the designated items were purchased with her grant funds, the items can transfer to Dr. Soo's laboratory and remain the property of the **REGENTS**. Unless there is a determination by the Dean that financial interest and other conflicts of interest exist, the designated equipment, materials, and supplies in **EMPLOYEE**'s laboratory will be transferred to Dr. Soo in her capacity as Principal Investigator, but shall remain the property of the **REGENTS**.

Additionally, **EMPLOYEE** has shared laboratory space with Dr. Soo at UCLA Campus sites not in the School of Dentistry. Any equipment purchased with any School of Dentistry funds, other than **EMPLOYEE**'s active research grants, irrespective of location, will be returned to the UCLA School of Dentistry. This includes, but is not limited to, academic enrichment, gifts and donations, expired federal, non-profit or industry-sponsored grants, or start-up funds. If there are pieces of equipment or instruments that were jointly purchased with School of Dentistry funds and David Geffen School of Medicine funds, then the Deans from the respective Schools will negotiate an agreed upon arrangement.

Nothing in this Agreement will limit Dr. Soo's access to research equipment for the life of such equipment or facilities in the lab **EMPLOYEE** shares with Dr. Soo subject to the standard rules that apply to reassignment of space, including the following items along with the computers and accessories required to operate them: Static microCT scanner (Skyscan 1172, Bruker-microCT; Kontich, Belgium), live microCT scanner (Skyscan 1176), Faxitron scanner, DXA scanner.

(b) **EMPLOYEE's Laboratory.** **EMPLOYEE**'s laboratory will remain open through June 28, 2021, in order to facilitate the transition of **EMPLOYEE**'s research and allow other students and faculty members who utilize the laboratory to transition their pending research. During that period, or until such earlier time that **EMPLOYEE** secures alternate employment, **EMPLOYEE** will not be given access to his laboratory or office, except under the direct supervision of a representative of the Dean and solely for the purpose of identifying personal items **EMPLOYEE** wishes to remove. This representative cannot include any of the individuals listed in paragraph 7 above. **EMPLOYEE** will notify the University at least two business days in advance of the days he would like access to his laboratory or office so that the Dean's representative can make appropriate arrangements to be present.

10) Mutual General Releases of All Claims.

(a) **EMPLOYEE's General Release of All Claims.** **EMPLOYEE** unconditionally, irrevocably and absolutely releases and discharges the **REGENTS**, as well as any present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the **REGENTS**, including **INDIVIDUAL ADMINISTRATORS** (collectively, "**RELEASED PARTIES**"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that **EMPLOYEE** may now or hereafter have against the **RELEASED PARTIES** arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**, including but not limited to any and all claims and defenses that could be raised in the administrative **CHARGES** or Privilege & Tenure process, all issues that were raised or could have been raised in the **CIVIL LAWSUIT**, all claims set forth in the May 5, 2020 Whistleblower Retaliation Complaint, and any and all claims related to **EMPLOYEE**'s employment with and separation from the **REGENTS**, and these claims shall collectively be referred to hereafter as "**RELEASED CLAIMS.**" The release set out in this paragraph specifically covers any and all claims arising from or related to

EMPLOYEE'S employment with and separation from employment with the **REGENTS**, or arising from any act or omission by any **RELEASED PARTIES** occurring before the **EFFECTIVE DATE** of this Agreement

To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **EMPLOYEE** and any of the **RELEASED PARTIES**, including but not limited to the administrative **CHARGES** or Privilege & Tenure process, all issues that were raised or could have been raised in the **CIVIL LAWSUIT**, and any and all claims related to **EMPLOYEE'S** employment with or separation from the **REGENTS**, including the employment conditions, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with these transactions or occurrences or separation from employment with the **REGENTS**. **RELEASED CLAIMS** include, without limitation, any claims under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes (including, without limitation, the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§621-634); Title VII, Civil Rights Act of 1964 (42 U.S.C. §§2000-2000 (e)-1-17); the Americans with Disabilities Act (42 U.S.C. §§ 12101-122110); the federal Family Medical Leave Act (29 U.S.C. §§ 2601-2654); the California Family Rights Act (Gov. Code §§ 12945.1-12945.2); and the California Fair Employment and Housing Act (Gov. Code §§ 12900-12966)); any federal or state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and any claims arising under any policy of the **REGENTS** or the University of California, or any collective bargaining agreement. **RELEASED CLAIMS** include all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, **RELEASED CLAIMS** shall not include any other claims that cannot lawfully be waived or released by private agreement

Nothing in this provision is intended to, and does not waive any right **EMPLOYEE** may have to, file an injunction and/or mandamus action to seek to prevent disclosure of the investigation report.

(b) The **REGENTS** and the **INDIVIDUAL ADMINISTRATORS** Release of All Claims. The **REGENTS** and the **INDIVIDUAL ADMINISTRATORS**, on behalf of themselves and their successors and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge **EMPLOYEE** from any and all charges, complaints, causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that the **REGENTS** and the **INDIVIDUAL ADMINISTRATORS** may now or hereafter have against **EMPLOYEE** arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**, including but not limited to any and all claims or defenses arising out of the whistleblower investigation into the Section of Orthodontics, any and all claims and defenses that could be raised in the administrative **CHARGES** or Privilege & Tenure process, all issues that were raised or could have been raised in the **CIVIL LAWSUIT**, and any and all claims related to **EMPLOYEE'S** employment with and separation from the **REGENTS**. The release set out in this

paragraph specifically covers any and all claims arising from or related to **EMPLOYEE'S** employment with and separation from employment with the **REGENTS**, or arising from any act or omission by **EMPLOYEE** occurring before the **EFFECTIVE DATE** of this Agreement. Notwithstanding the foregoing, the released claims shall not include any other claims that cannot lawfully be waived or released by private agreement.

- 11) Unknown or Different Facts or Law. **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they know or believe to exist with respect to the claims released in Paragraph 10, above. **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** agree, nonetheless, that this **AGREEMENT** and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.
- 12) California Civil Code Section 1542 Waiver. **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** expressly acknowledge and agree that the releases contained in this **AGREEMENT** include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

EMPLOYEE, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** acknowledge that they have read all of this **AGREEMENT**, including the above Civil Code section, and fully understand both the **AGREEMENT** and the Civil Code section. **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** waive any benefits and rights granted pursuant to Civil Code section 1542.

- 13) No Further Claims. **EMPLOYEE** represents and warrants that neither he nor anyone acting through or by **EMPLOYEE** nor any spouse, heir, offspring, representative, agent, executor, assign, or successor has filed any complaints, claims, or actions against the **REGENTS** or any other of the **RELEASED PARTIES** with any state, federal, or local agency or court arising out of and/or pertaining to **EMPLOYEE'S** employment and/or the cessation thereof.
- 14) Withdrawal of CHARGES and Dismissal of the CIVIL LAWSUIT. **EMPLOYEE** and the **REGENTS** agree to take all actions necessary to advise the Committee on Charges that the parties have reached agreement to resolve the **CHARGES** and shall seek the concurrence of the Committee on Charges in accordance with Appendix XII to the Faculty Code of Conduct Implementing Procedures, including dismissal of all disciplinary **CHARGES** against **EMPLOYEE**.

This **AGREEMENT** is conditional upon obtaining the concurrence of the Charges Committee and upon the full dismissal of the pending disciplinary action as set forth in the **CHARGES** against **EMPLOYEE**. If the Charges Committee does not concur with this **AGREEMENT** and/or the pending disciplinary action is not fully dismissed, then this **AGREEMENT** shall be null and void in its entirety, and shall not be enforceable against any party hereto.

EMPLOYEE shall file a dismissal with prejudice of the **CIVIL LAWSUIT** within 2 business days of the date that all of the following have occurred: (a) this **AGREEMENT** has been fully executed and is effective in accordance in Paragraph 32, below, (b) the Charges Committee has concurred with this **AGREEMENT**, and (c) the disciplinary action and **CHARGES** against **EMPLOYEE** have been dismissed.

- 15) No Prior Assignments. **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** represent and warrant that they have not assigned to any other person or entity any of the claims released in Paragraph 10 (a) and (b). **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** agree to defend, indemnify and hold the other parties hereto harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.
- 16) Covenant Not to Sue. **EMPLOYEE**, the **REGENTS**, and the **INDIVIDUAL ADMINISTRATORS** agree, to the fullest extent permitted by law, that they will not initiate or file a lawsuit or internal University proceeding to assert any claims released in Paragraph 10 (a) and (b). If any such action is brought, this **AGREEMENT** will constitute an Affirmative Defense thereto, and **EMPLOYEE**, the **REGENTS**, the **INDIVIDUAL ADMINISTRATORS**, and any other **RELEASED PARTIES** named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any of the claims released in Paragraph 10 (a) and (b).

Nothing in this **AGREEMENT** shall affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to enforce Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **AGREEMENT** be construed as a basis for interfering with **EMPLOYEE's** protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC, the DFEH, or any other state, federal or local government entity. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **EMPLOYEE's** behalf, **EMPLOYEE** specifically waives and releases **EMPLOYEE'S** right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding and further agrees not to seek reinstatement to University employment.

- 17) Acknowledgment of Payment of Compensation/Benefits: **EMPLOYEE** acknowledges and affirms that, with the exception of any compensation or benefits, including but not limited to, accrued but unused vacation time, owed and not yet paid through

December 31, 2020, the last date of **EMPLOYEE's** paid administrative leave at the **REGENTS**, **EMPLOYEE** has been paid and/or has received any and all wages, benefits and compensation to which **EMPLOYEE** is entitled as a result of **EMPLOYEE'S** employment with the **REGENTS**.

- 18) COBRA RIGHTS: The University has provided or will provide to **EMPLOYEE**, under separate cover, information regarding any rights **EMPLOYEE** may have to COBRA health insurance continuation and retirement benefits, and to the continuation of life and disability insurance after his employment ends on June 28, 2021. To the extent that **EMPLOYEE** has such rights, nothing in this Agreement will impair those rights.
- 19) Return of University Property: **EMPLOYEE** promises by a mutually agreed date before December 31, 2020, to return to the University, any and all University property in **EMPLOYEE's** possession or control, including without limitation, files, documents, office keys, pass cards, cell phone, pager, computer (desktop or laptop), and credit cards. A mutually agreed date before December 31, 2020, will also be arranged with the Dean's representative, who should not be any of the individuals listed in paragraph 7, for **EMPLOYEE** to retrieve any personal items from his office/lab. **EMPLOYEE** shall have up to two consecutive days to retrieve his personal property, although **EMPLOYEE** shall make a good faith effort to retrieve his property on the first day.
- 20) Attorneys' Fees and Costs. **EMPLOYEE** and the **REGENTS** and any other **RELEASED PARTIES** agree to bear their own attorneys' fees and expenses incurred in connection with the administrative **CHARGES** and Privilege & Tenure process and the **CIVIL LAWSUIT** and/or any **RELEASED CLAIMS**, except as otherwise set forth in paragraphs 15 and 16 herein.
- 21) California Law. This **AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law, without regard to conflicts of laws provisions. The parties agree that any action to enforce any term of this **AGREEMENT** shall be filed in the Superior Court of California, County of Los Angeles. Accordingly, the parties also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **AGREEMENT**.
- 22) Severability. Should it be determined by a court that any term of this **AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.
- 23) Modifications. This **AGREEMENT** may be amended only by a written instrument executed by all parties hereto.
- 24) Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **AGREEMENT**.
- 25) Interpretation; Construction. The headings set forth in this **AGREEMENT** are for convenience only and shall not be used in interpreting this **AGREEMENT**. This

AGREEMENT has been drafted by legal counsel representing the **REGENTS** and the **INDIVIDUAL ADMINISTRATORS** but **EMPLOYEE** and **EMPLOYEE'S** counsel have fully participated in the negotiation of its terms. **EMPLOYEE** acknowledges that **EMPLOYEE** has had an opportunity to review and discuss each term of this **AGREEMENT** with legal counsel and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this **AGREEMENT**.

- 26) Entire Agreement. The parties to this **AGREEMENT** declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties and that this **AGREEMENT** contains the entire expression of agreement between the parties on the subjects addressed herein.
- 27) Binding Effect. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each party, and it shall inure to the benefit of each party and their respective heirs, successors, and assigns.
- 28) Counterparts. This **AGREEMENT** may be executed in counterparts. The execution of a signature page of this **AGREEMENT** shall constitute the execution of the **AGREEMENT**, and the **AGREEMENT** shall be binding on each party upon that party's signing of such a counterpart. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.
- 29) Advice of Counsel. The parties declare and represent that they are executing this **AGREEMENT** with full advice from their respective legal counsel, that they intend that this **AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.
- 30) Notice. Any notice required or permitted to be given under this **AGREEMENT** shall be in writing and shall be delivered by both mail and electronic mail as follows:

To **EMPLOYEE**:

Douglas Mirell and James Hill
Greenberg Glusker Fields Claman and Machtinger LLP
2049 Century Park East, Suite 2600,
Los Angeles, CA 90067
dmirell@ggfirm.com; jhill@ggfirm.com; erickangting@gmail.com

To the **REGENTS** and **INDIVIDUAL ADMINISTRATORS**:

Stephen E. Ronk and Erika L. Shao
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor,

Los Angeles, CA 90071, (213) 576-5034,
sronk@grsm.com; eshao@grsm.com

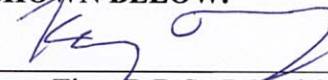
A party may, for purposes of this Agreement, change his, her or its address and/or email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other parties.

- 31) Older Workers Benefit Protection Act. It is the intention of the parties that the releases contained in this **AGREEMENT** comply with the provisions of the Older Workers Benefit Protection Act (29 U.S.C. § 626(f)) and thereby effectuate the release by **EMPLOYEE** of any potential claims under the federal Age Discrimination in Employment Act (“ADEA”). Accordingly, **EMPLOYEE** agrees as follows: (i) **EMPLOYEE** has carefully reviewed the this **AGREEMENT**, and understands the terms and conditions it contains; (ii) **EMPLOYEE** has been advised of the right to consult any attorney or representative of **EMPLOYEE’S** choosing to review this **AGREEMENT**; (iii) **EMPLOYEE** is receiving consideration that is above and beyond anything of value to which **EMPLOYEE** is already entitled; (iv) **EMPLOYEE** does not waive rights or claims that may arise after the date on which **EMPLOYEE** executes this **AGREEMENT**; (v) **EMPLOYEE** has had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this **AGREEMENT**. **EMPLOYEE** may sign this **AGREEMENT** sooner, but in doing so, **EMPLOYEE** acknowledges that the decision to sign was **EMPLOYEE’S** alone and, as a result, **EMPLOYEE** has voluntarily waived the balance of the 21-day review period.
- 32) Seven-Day Revocation Period and Effective Date. **EMPLOYEE** shall have seven (7) days after executing this **AGREEMENT** to reconsider and revoke the release of ADEA claims under this **AGREEMENT**. Any such revocation must be in writing and delivered to Stephen E. Ronk/Erika L. Shao of Gordon Rees Scully Mansukhani, LLP, 633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071, (213) 576-5034, sronk@grsm.com, eshao@grsm.com; no later than the seventh (7th) day following **EMPLOYEE’S** execution of this **AGREEMENT**. This **AGREEMENT** shall not become effective or enforceable until the seven-day revocation period has expired, or until the date of the last signature on this **AGREEMENT**, whichever is later (“**EFFECTIVE DATE**”). If **EMPLOYEE** revokes the release of ADEA claims under this **AGREEMENT**, the **REGENTS** will have the option to: (a) continue to accept the **AGREEMENT**, accepting that there is no release of ADEA claims, or (b) revoke, cancel, nullify, or rescind the entire **AGREEMENT**, and in such case, the **AGREEMENT** shall not be effective or enforceable, **EMPLOYEE** will not receive the consideration described herein, and **EMPLOYEE** agrees that the statute of limitations has not been tolled or precluded under any theory (including, but not limited to, equitable tolling, equitable estoppel, equitable excuse, the continuing violations theory, the delayed discovery rule) for any reason, including the fact that the parties engaged in settlement negotiations.

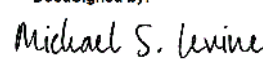
PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

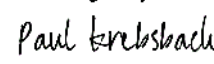
Dated: November 2, 2020

By: 
Kang Ting, D.D.S., D.Med.Sc, an Individual

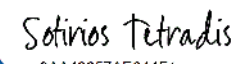
Dated: November 3, 2020

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
DocuSigned by:
By: 
MICHAEL S. LEVINE
Vice Chancellor, Academic Personnel

Dated: November 2, 2020

DocuSigned by:
By: 
Paul H. Krebsbach, D.D.S., Ph.D, an Individual Administrator

Dated: November 2, 2020

DocuSigned by:
By: 
Sotirios Tetradis, D.D.S., Ph.D, an Individual Administrator

APPROVED AS TO FORM:

Greenberg Glusker Fields Claman and Machtinger LLP

By: _____
Douglas E. Mirell
Attorney for Kang Ting

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Stephen E. Ronk
Attorney for The Regents of the University of California and Individual Administrators

CONCURRENCE BY COMMITTEE ON CHARGES:

By: _____
Jeffrey Bronstein, Chair

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: _____, 2020

By: _____
Kang Ting, D.D.S., D.Med.Sc, an Individual

Dated: _____, 2020

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By: _____
MICHAEL S. LEVINE
Vice Chancellor, Academic Personnel

Dated: _____, 2020

By: _____
Paul H. Krebsbach, D.D.S., Ph.D, an Individual Administrator

Dated: _____, 2020

By: _____
Sotirios Tetradis, D.D.S., Ph.D, an Individual Administrator

APPROVED AS TO FORM:

Greenberg Glusker Fields Claman and Machtinger LLP

By:  _____
Douglas E. Mirell
Attorney for Kang Ting

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Stephen E. Ronk
Attorney for The Regents of the University of California and Individual Administrators

CONCURRENCE BY COMMITTEE ON CHARGES:

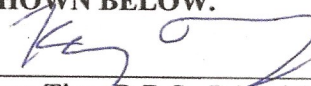
By: _____
Jeffrey Bronstein , Chair

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: November 2, 2020

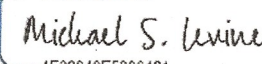
By:


Kang Ting, D.D.S., D.Med.Sc, an Individual

Dated: November 3, 2020

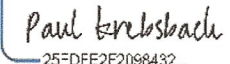
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:

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MICHAEL S. LEVINE
Vice Chancellor, Academic Personnel

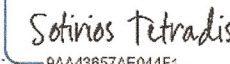
Dated: November 2, 2020

By:

DocuSigned by:

25DFE2F2098432...
Paul H. Krebsbach, D.D.S., Ph.D, an Individual Administrator

Dated: November 2, 2020


By:

DocuSigned by:

9AA43857AE044F1...
Sotirios Tetradis, D.D.S., Ph.D, an Individual Administrator

APPROVED AS TO FORM:

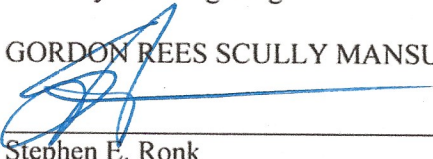
Greenberg Glusker Fields Claman and Machtinger LLP

By:


Douglas E. Mirell
Attorney for Kang Ting

GORDON REES SCULLY MANSUKHANI, LLP

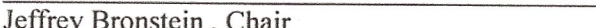
By:


Stephen E. Ronk
Attorney for The Regents of the University of California and Individual Administrators

11/3/2020

CONCURRENCE BY COMMITTEE ON CHARGES:

By:


Jeffrey Bronstein, Chair



MICHAEL S. LEVINE
VICE CHANCELLOR, ACADEMIC PERSONNEL
OFFICE OF THE CHANCELLOR
2138 MURPHY HALL, BOX 951405
LOS ANGELES, CALIFORNIA 90095-1405

June 18, 2020

Professor Kang (Eric) Ting
UCLA School of Dentistry
30-113 CHS
Mail Code: 166815

Via Email: kting@dentistry.ucla.edu

RE: NOTICE OF INVOLUNTARY LEAVE

Dear Professor Ting:

You are hereby notified that pursuant to Section II.6 of the University Policy on Faculty Conduct and the Administration of Discipline (“APM-016”),¹ you are being placed on involuntary leave effective immediately and continuing until disciplinary proceedings are concluded and a decision has been made whether to impose disciplinary sanctions.

Given the seriousness of the charges against you, your placement on involuntary leave is appropriate: to mitigate the risk of your using your University faculty position to cause serious harm to the University community; and because of the specific findings against you by the Locally Designated Official and the longstanding breach of trust that is reflected in those findings, there is significant concern that you cannot be trusted to conform your behavior to the requirements of professional and educational standards or to refrain from using your position of authority to intimidate or retaliate against those who have participated in the investigation and the disciplinary process.

¹ Section II.6 of APM-016 (available at: <https://www.ucop.edu/academic-personnel-programs/files/apm/apm-016.pdf>) provides, in pertinent part:

A Chancellor is authorized to initiate involuntary leave with pay prior to, or at any time following, the initiation of a disciplinary action if it is found that there is a strong risk that the accused faculty member’s continued assignment to regular duties or presence on campus will cause immediate and serious harm to the University community or impede the investigation of his or her wrongdoing, or in situations where the faculty member’s conduct represents a serious crime or felony that is the subject of investigation by a law enforcement agency. When such action is necessary, it must be possible to impose the involuntary leave swiftly, without resorting to normal disciplinary procedures. In rare and egregious cases, a Chancellor may be authorized by special action of The Regents to suspend the pay of a faculty member on involuntary leave pending a disciplinary action. This is in addition to the Chancellor’s power to suspend the pay of a faculty member who is absent without authorization and fails to perform his or her duties for an extended period of time, pending the resolution of the faculty member’s employment status with the University.

During the period of involuntary leave, unless converted by authorization of the Regents to leave without pay, you will continue to earn your base salary. While you are on involuntary leave, you should not return to the University unless you are seeking medical care, and then you may only visit those facilities necessary for your care. You should not engage in any University clinical, teaching, research or administrative activities and must not interfere with the current operations and management of any programs, divisions or sections of the School of Dentistry. Your access to all University electronic resources will be immediately suspended as we know that you regularly communicate through a commercial Gmail account and can use that account to participate in any of these disciplinary procedures.

Pursuant to Section II, of APM-016, you are hereby notified that: (1) the Chancellor has the discretion to end the leave at any time if circumstances merit; (2) the involuntary leave will end either when the allegations are resolved by investigation or when disciplinary proceedings are concluded and a decision has been made whether to impose disciplinary sanctions; and (3) the faculty member has the right to contest the involuntary leave in a grievance proceeding before the Committee on Privilege and Tenure that will be handled on an expedited basis, if so requested by the faculty member.

The School of Dentistry will cover your clinical duties and other responsibilities. If you have any concerns about these matters, we request that you contact Dean Paul H. Krebsbach at pkrebsbach@dentistry.ucla.edu.

Please also note the following:

Charges

Charges have been filed with the Charges Committee and the charging document identifies the charges against you.²

Non-Retaliation

UC policy prohibits retaliation against a person for making a whistleblower report or a report of suspected discrimination, harassment or bias, or participating in the investigation of such a report. Retaliation includes threats, intimidation, reprisals and/or adverse employment or educational actions. I must point out, on behalf of the University, that any retaliation against any individual because they have provided, or will provide, information in connection with these matters will not be tolerated and may lead to additional and serious disciplinary actions against you, including dismissal. To the extent you interact with any University employees or faculty members, we remind you to keep these requirements in mind.

Right to Representation

You may represent yourself or (at your own expense) be represented by another person at any point during these proceedings.

Right to Grieve

You have the right to grieve this leave decision, pursuant to APM-016 which provides: “the faculty member may grieve the decision to place him or her on involuntary leave pursuant to applicable faculty grievance procedures. The Divisional Committee on Privilege and Tenure shall handle such grievances on an expedited basis if so requested by the faculty member; the Committee may recommend reinstatement of pay and back pay in cases where pay status was suspended.”

² This letter serves as the required written notice within five days after imposition of involuntary leave, pursuant to Section II.6 of APM-016.

Right to Supplement Personnel File

At your written request, we will insert into your personnel file any statement or response to this notice in accordance with APM 160-30³.

Sincerely,



Michael S. Levine
Vice Chancellor, Academic Personnel

Enclosure: Formal Charge Form

Cc: Jody Kreiman, Chair, Committee on Charges
Marian Olivas, Senior Committee Analyst
Paul H. Krebsbach, Dean, School of Dentistry
Executive Vice Chancellor and Provost Emily A. Carter
Ed Pierce, Director, Ethics and Compliance Officer, and Campus LDO

³ Available at: <https://www.ucop.edu/academic-personnel-programs/files/apm/apm-160.pdf>

EXHIBIT B

***DRAFT LETTER TO BE PROVIDED ON UCLA LETTERHEAD IN THE EVENT OF A
REQUEST FOR REFERENCES FOR DR. TING***

[DATE]

Erika Chau
Assistant Vice Chancellor, Academic Personnel
UCLA Academic Personnel Office
[ADDRESS]
echau@conet.ucla.edu

RE: Employment Reference for Dr. Kang “Eric” Ting

Dear [INSERT NAME]:

This letter is in response to your request for an employment reference for Dr. Kang “Eric” Ting. Dr. Ting served as a Professor at the UCLA School of Dentistry from [DATE] to [DATE]. This was a full-time position.

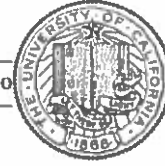
As Professor, Dr. Ting performed the following duties:

- Taught principles and techniques of orthodontics to students and residents;
- Served as Division Chair for Clinical Specialties (Pediatric Dentistry, Orthodontics, Periodontics, and Endodontics)
- Served as Chair for the Division of Growth and Development (Pediatric Dentistry and Orthodontics);
- Taught courses in orthodontics;
- Provided care to patients;
- Conducted research in orthodontics;
- Advised students; and
- Served on departmental and university committees.

In 1994, Dr. Ting joined the UCLA School of Dentistry as a Visiting Assistant Professor and he became an Assistant Professor in the regular series in 1995. In 2001, he was promoted to Associate Professor and in 2006 to Professor. In 2000, he accepted a joint appointment in the Division of Plastic Surgery, Department of Surgery at the UCLA School of Medicine. In 2005, he became an affiliated faculty member of the Department of Bioengineering, UCLA School of Engineering and Applied Science, and in 2008, he accepted a joint appointment in the Department of Orthopedic Surgery at the UCLA School of Medicine.

Sincerely,

Erika Chau
Assistant Vice Chancellor, Academic Personnel
UCLA



PAUL H. KREBSBACH, DDS, PhD
DEAN AND PROFESSOR
UCLA SCHOOL OF DENTISTRY
OFFICE OF THE DEAN
10833 LE CONTE AVENUE
53-038 CHS – BOX 951668
LOS ANGELES, CALIFORNIA 90095-1668

June 17, 2020

Adjunct Associate Professor Jin Hee Kwak
UCLA School of Dentistry
30-117 CHS
Mail Code: 166815

VIA Email: jkwak@dentistry.ucla.edu

Re: Notice of Intent to Dismiss and Notice of Investigatory Leave

Dear Dr. Kwak:

Pursuant to APM-150-32.c. and UCLA CALL, Appendix 34, this letter constitutes UCLA's written notice of intent to dismiss you from the employ of the University and terminate your employment for good cause effective July 10, 2020, for the reasons set forth below.

You have a right to respond to this notice, orally or in writing to me, within fourteen (14) calendar days of the date of this Notice, at this address: Dean Paul H. Krebsbach, UCLA School of Dentistry, BOX 951668, 53-038 CHS, Los Angeles, CA 90095-1668.

If after reviewing your response, I determine to dismiss you from the employ of the University I shall so inform you and you will have a right to grieve that action under APM-140 (as provided for in APM-150-32.e & APM 140) or in the alternative before the UCLA Senate Committee on Privilege and Tenure pursuant to Regents Standing Order 103.9 and Senate Bylaw 337.¹ You have a right to represent yourself or be represented by another *at any stage* in this process (APM 150-32.f).

The basis for this action is your serious misconduct and violation of University policies and California laws identified in the letter of June 3, 2020, from Ed Pierce to you (enclosed herewith).

Further, pursuant to APM-150-32.b., I am hereby confirming in writing that you are placed as of now on investigatory leave with pay until July 10, 2020. The present investigation suggests such dishonesty that this step is necessary to protect our records and witnesses. You shall not come to campus except for the

¹ For APM-150, see <http://www.ucop.edu/academic-personnel-programs/files/apm/apm-150.pdf> For UCLA CALL, Appendix 34, see <https://www.apo.ucla.edu/policies/the-call/appendices-1/appendix-34-non-senate-academic-appointees-corrective-action-and-dismissal>. For APM-140, see <http://ucop.edu/academic-personnel-programs/files/apm/apm-140.pdf>. For Senate Bylaw 337 see <https://senate.universityofcalifornia.edu/bylaws-regulations/bylaws/blpart3.html#bl337>. For Faculty Code of Conduct APM-015 Part II see <http://www.ucop.edu/academic-personnel-programs/files/apm/apm-015.pdf>

sole purpose of obtaining medically necessary treatment, as to which you must give notice to me at the above address.

The School of Dentistry will cover your clinical duties and other responsibilities. If you have any concerns about these matters, I request that you contact me in writing at the address above or via email at pkrebsbach@dentistry.ucla.edu.

Sincerely,


Paul H. Krebsbach
Dean, School of Dentistry

Enclosure: Copy of June 3, 2020 letter from Ed Pierce

Cc: Michael S. Levine, Vice Chancellor for Academic Personnel
Erika Chau, Assistant Vice Chancellor for Academic Personnel
Robert Goldstein, Special Assistant to the Vice Chancellor
Amy Blum, Managing Counsel
Vilma Ortiz, Chair, Committee on Privilege and Tenure
Marian Olivas, Senior Committee Analyst
Ed Pierce, Director, Ethics and Compliance Officer, and Campus LDO



PAUL H. KREBSBACH, DDS, PhD
DEAN AND PROFESSOR
UCLA SCHOOL OF DENTISTRY
OFFICE OF THE DEAN
10833 LE CONTE AVENUE
53-038 CHS – BOX 951668
LOS ANGELES, CALIFORNIA 90095-1668

June 17, 2020

Health Science Associate Clinical Professor Won Moon
UCLA School of Dentistry
30-121 CHS
Mail Code: 166815

VIA Email: wmoon@dentistry.ucla.edu

Re: Notice of Intent to Dismiss and Notice of Investigatory Leave

Dear Dr. Moon:

Pursuant to APM-150-32.c. and UCLA CALL, Appendix 34, this letter constitutes UCLA's written notice of intent to dismiss you from the employ of the University and terminate your employment for good cause effective July 10, 2020, for the reasons set forth below.

You have a right to respond to this notice, orally or in writing to me, within fourteen (14) calendar days of the date of this Notice, at this address: Dean Paul H. Krebsbach, UCLA School of Dentistry, BOX 951668, 53-038 CHS, Los Angeles, CA 90095-1668.

If after reviewing your response, I determine to dismiss you from the employ of the University I shall so inform you and you will have a right to grieve that action under APM-140 (as provided for in APM-150-32.e & APM 140) or in the alternative before the UCLA Senate Committee on Privilege and Tenure pursuant to Regents Standing Order 103.9 and Senate Bylaw 337.¹ You have a right to represent yourself or be represented by another *at any stage* in this process (APM 150-32.f).

The basis for this action is your serious misconduct and violation of University policies and California laws identified in the letter of June 3, 2020, from Ed Pierce to you (enclosed herewith).

Further, pursuant to APM-150-32.b., I am hereby confirming in writing that you are as of now on investigatory leave with pay until July 10, 2020. The present investigation suggests such dishonesty that this step is necessary to protect our records and witnesses. You shall not come to campus except for the

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sole purpose of obtaining medically necessary treatment, as to which you must give notice to me at the above address.

The School of Dentistry will cover your clinical duties and other responsibilities. If you have any concerns about these matters, I request that you contact me in writing at the address above or via email at pkrebsbach@dentistry.ucla.edu.

Sincerely,



Paul H. Krebsbach
Dean, School of Dentistry

Enclosure: Copy of June 3, 2020 letter from Ed Pierce

Cc: Michael S. Levine, Vice Chancellor for Academic Personnel
Erika Chau, Assistant Vice Chancellor for Academic Personnel
Robert Goldstein, Special Assistant to the Vice Chancellor
Amy Blum, Managing Counsel
Vilma Ortiz, Chair, Committee on Privilege and Tenure
Marian Olivas, Senior Committee Analyst
Ed Pierce, Director, Ethics and Compliance Officer, and Campus LDO

From: [REDACTED]
Sent: Saturday, October 21, 2017 7:49 PM
To: Moon, Won
Subject: Re: SOS Pictures

Both on the right down corner are for the secondary image, they don't change unless I do manually.

On Oct 20, 2017, at 10:12 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

I am not talking about SOS...the midpalatal suture in 3D rendered image.

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, October 20, 2017 4:32 PM
To: Moon, Won
Subject: Re: SOS Pictures

Yeah because the Suture hasn't been yet ossified since the expected age for the sos to be closed is around [REDACTED] years old. What we notice between the primary and the secondary is that the split have been widened which is the opposite of what we expect since the suture should be closing instead of being stretched.

On Fri, Oct 20, 2017 at 8:36 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
But your primary 3D image shows spitted suture

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics

Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
[10833 Le Conte Avenue](#)
[Los Angeles, CA 90095](#)-1668
Tel: [310 825 4705](#)
Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 7:04 PM

To: Moon, Won
Subject: Re: SOS Pictures

The patient is [REDACTED] years of age and the suture haven't been closed. The difference between the primary and secondary image is 3 months.

Please find the before and after view for the patient.

On Thu, Oct 19, 2017 at 5:05 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Why is the suture open if it is before expansion??

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
[10833 Le Conte Avenue](#)
[Los Angeles, CA 90095](#)-1668
Tel: [310 825 4705](#)
Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 4:57 PM
To: Moon, Won
Subject: Re: SOS Pictures

Please find attached [REDACTED]'s primary view.

On Thu, Oct 19, 2017 at 1:24 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Can you send me [REDACTED]'s before views?

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
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UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
[10833 Le Conte Avenue](#)
[Los Angeles, CA 90095](#)-1668
Tel: [310 825 4705](#)
Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, October 02, 2017 4:33 PM
To: Moon, Won
Subject: SOS Pictures

Dear Dr.Moon,

Hope this message finds you well,
Please find attached some of the MSE before and after picture of the SOS.

Also an update on the research progress:

- I added the 6 patients that failed the treatment.
- A lot of writing that has been done.
- I have communicated with Ondemand people and got a new Key for the program.

*** My plan is to finish and defend this quarter.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Friday, July 21, 2017 1:14 PM
To: Moon, Won
Subject: Re: Research Progress

Monday 1 pm would be good for me if that's alright with you my dear doctor.

Thanks!

On Jul 20, 2017, at 8:10 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

I can meet with you on Monday afternoon. Let me know what will be a good time for you.

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, July 17, 2017 6:29 PM
To: Moon, Won
Subject: Research Progress

Dear Dr. Moon,

Hope this message finds you well,

I would like to meet with you my dear doctor to go over the progress in the research progress.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Monday, April 3, 2017 4:53 PM
To: Moon, Won
Subject: Re: Research Progress

Ok 3 pm it is 🖱

Sent from my iPhone

On Apr 3, 2017, at 3:59 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Let's make it 3:00 PM

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: Moon, Won
Sent: Monday, April 03, 2017 3:27 PM
To: [REDACTED]
Subject: RE: Research Progress

Tomorrow at 10:00?

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668

Tel: 310 825 4705

Fax: 310 206 5349

wmoon@dentistry.ucla.edu

From: [REDACTED]

Sent: Monday, April 03, 2017 2:35 PM

To: Moon, Won

Subject: Research Progress

Dear Dr. Moon,

Hope this message finds you well,

I would like to set up a meeting to go through the clear cuts for the SOS patients.

Thank you!

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Monday, April 3, 2017 4:53 PM
To: Moon, Won
Subject: Re: Research Progress

Sounds good. Thank you so much my dear doctor!

On Apr 3, 2017, at 3:27 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Tomorrow at 10:00?

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, April 03, 2017 2:35 PM
To: Moon, Won
Subject: Research Progress

Dear Dr. Moon,

Hope this message finds you well,
I would like to set up a meeting to go through the clear cuts for the SOS patients.

Thank you!

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Friday, February 24, 2017 10:52 AM
To: Moon, Won
Subject: Re: Greetings

Sure. Thank you so much my dear doctor and I wish you a lovely weekend !

On Feb 24, 2017, at 10:36 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

I am free on Tuesday morning..around 10?

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, February 24, 2017 10:33 AM
To: Moon, Won
Subject: Re: Greetings

Dear Dr. Moon,

Hope this message finds you well,
I will stop proceeding on this method until I discuss the methodology with you. When can I kindly meet with you to figure a better approach?

Thank you me dear doctor!

Respectfully,
[REDACTED]

On Fri, Feb 24, 2017 at 9:53 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Hello,

I personally do not like this new approach at all. Here are the problems:

1. If you cannot isolate the SOS, how would you know the SOS position? This will be a guessing game and will be highly biased.
2. You are assuming the growth of the bone between the chosen landmarks did not change.
3. You are also assuming that the SOS growth was relatively linear along the lines you are you are measuring.

We need to talk about this before you proceed...please doNOT decide on these important matters without discussing.

Thank you.

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
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10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Wednesday, February 22, 2017 4:19 AM
To: Moon, Won
Subject: Greetings

Dear Dr. Moon,

Hope this message finds you well,

Unfortunate I won't be able to make it to the lab meeting but I will be in school on Thursday and Friday all day. I wrote a brief about my research progress.

Research Progress:

- [REDACTED]

- o The Materials and Methods that we starting working will have to be changed due to the resolution of the images almost 40% of the patients I couldn't identify the SOS due to the resolution. (Please find attached old method Fig1).

- Now we developed a new method and we are applying it on our sample. (Please find attached new method Fig2).
- Hopefully by the end of the quarter we have all the results for all the patients.
- I am expanding my research as well to include a systematic review on the SOS and forming the PICOTS question on this subject.

-

[REDACTED]

- All the results are done and we are waiting to analyze the data.
- The manuscript have been written and waiting for the remaining part to include it in the manuscript.

Future Plans:

- I am trying to delay my thesis defense as much as I can and the reason is once I set up a date for my thesis it will determine my last date of my sponsorship. If that's ok with you my dear doctor I would like to plan my thesis defense at the end of the summer quarter between August and September.

- My research thesis upon your approval will include:

- My main three research topics that I am working on; [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Thank you!

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Sunday, April 8, 2018 8:37 PM
To: Moon, Won
Subject: Thesis Defense
Attachments: Thesis Defense.jpg

Dear Dr. Moon,

Hope this message finds you well,
As a reminder, my thesis defense is [REDACTED] located in CHS A3-011.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Monday, April 2, 2018 2:17 PM
To: Moon, Won
Subject: Thesis Defense

Dear Dr. Moon,

Hope this message finds you well,

The thesis defense will be on [REDACTED]. Further details about the location of the classroom will be sent

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Monday, March 26, 2018 11:00 AM
To: Moon, Won
Subject: Manuscript
Attachments: [REDACTED]

Please find attached a copy of my manuscript.

Thank you.

From: [REDACTED]
Sent: Tuesday, March 20, 2018 11:44 AM
To: Moon, Won
Subject: MS Manuscript reminder
Attachments: [REDACTED]

Dear Dr. Moon,

Hope this message finds you well,
Please find attached my manuscript.

Thank you.

From: [REDACTED]
Sent: Monday, March 12, 2018 1:09 PM
To: Moon, Won
Subject: Thesis Manuscript
Attachments: [REDACTED]

Dear Dr. Moon,

I hope you had a nice trip and welcome back,

As I reminder and I know how busy your schedule is my dear doctor I'm resending my manuscript so when you have the time to go over it.

Thank you

[REDACTED]

From: [REDACTED]
Sent: Friday, November 10, 2017 2:58 PM
To: Moon, Won
Subject: Research Follow-up

Dear Dr. Moon,

Hope this message finds you well,
Dr. Moon I would like to kindly arrange a meeting to discuss the research progress.

Thank you and have a wonderful weekend.

From: [REDACTED]
Sent: Tuesday, October 24, 2017 1:31 PM
To: Moon, Won
Subject: Re: SOS Pictures
Attachments: 15.JPG; 16.JPG

I redid them manually for the primary and secondary 3D view. Please find the photos attached.

On Sat, Oct 21, 2017 at 7:48 PM, [REDACTED] wrote:
Both on the right down corner are for the secondary image, they don't change unless I do manually.

On Oct 20, 2017, at 10:12 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

I am not talking about SOS...the midpalatal suture in 3D rendered image.

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
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10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, October 20, 2017 4:32 PM
To: Moon, Won
Subject: Re: SOS Pictures

Yeah because the Suture hasn't been yet ossified since the expected age for the sos to be closed is around [REDACTED] years old. What we notice between the primary and the secondary is that the split have been widened which is the opposite of what we expect since the suture should be closing instead of being stretched.

On Fri, Oct 20, 2017 at 8:36 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

But your primary 3D image shows spitted suture

Won Moon, DMD, MS
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Tel: [310 825 4705](#)
Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 7:04 PM

To: Moon, Won
Subject: Re: SOS Pictures

The patient is [REDACTED] years of age and the suture haven't been closed. The difference between the primary and secondary image is 3 months.

Please find the before and after view for the patient.

On Thu, Oct 19, 2017 at 5:05 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Why is the suture open if it is before expansion??

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Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 4:57 PM

To: Moon, Won
Subject: Re: SOS Pictures

Please find attached [REDACTED] primary view.

On Thu, Oct 19, 2017 at 1:24 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Can you send me [REDACTED]s before views?

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
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Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, October 02, 2017 4:33 PM
To: Moon, Won
Subject: SOS Pictures

Dear Dr.Moon,

Hope this message finds you well,
Please find attached some of the MSE before and after picture of the SOS.

Also an update on the research progress:

- I added the 6 patients that failed the treatment.
- A lot of writing that has been done.
- I have communicated with Ondemand people and got a new Key for the program.

*** My plan is to finish and defend this quarter.

Thank you.

Respectfully,

[Redacted Name]

From: [REDACTED]
Sent: Friday, October 20, 2017 4:33 PM
To: Moon, Won
Subject: Re: SOS Pictures

Yeah because the Suture hasn't been yet ossified since the expected age for the sos to be closed is around [REDACTED] years old. What we notice between the primary and the secondary is that the split have been widened which is the opposite of what we expect since the suture should be closing instead of being stretched.

On Fri, Oct 20, 2017 at 8:36 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
But your primary 3D image shows spitted suture

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Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 7:04 PM

To: Moon, Won
Subject: Re: SOS Pictures

The patient is [REDACTED] years of age and the suture haven't been closed. The difference between the primary and secondary image is 3 months.

Please find the before and after view for the patient.

On Thu, Oct 19, 2017 at 5:05 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Why is the suture open if it is before expansion??

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Tel: [310 825 4705](#)
Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 4:57 PM
To: Moon, Won
Subject: Re: SOS Pictures

Please find attached [REDACTED]'s primary view.

On Thu, Oct 19, 2017 at 1:24 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Can you send me [REDACTED]'s before views?

Won Moon, DMD, MS
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Tel: [310 825 4705](#)
Fax: [310 206 5349](#)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, October 02, 2017 4:33 PM
To: Moon, Won
Subject: SOS Pictures

Dear Dr.Moon,

Hope this message finds you well,
Please find attached some of the MSE before and after picture of the SOS.

Also an update on the research progress:

- I added the 6 patients that failed the treatment.
- A lot of writing that has been done.
- I have communicated with Ondemand people and got a new Key for the program.

*** My plan is to finish and defend this quarter.

Thank you.

Respectfully,

A solid black rectangular redaction box covering the signature.

From: [REDACTED]
Sent: Thursday, October 19, 2017 7:04 PM
To: Moon, Won
Subject: Re: SOS Pictures
Attachments: 2.PNG; 3.PNG; 1.JPG

The patient is [REDACTED] years of age and the suture haven't been closed. The difference between the primary and secondary image is 3 months.

Please find the before and after view for the patient.

On Thu, Oct 19, 2017 at 5:05 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Why is the suture open if it is before expansion??

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Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, October 19, 2017 4:57 PM
To: Moon, Won
Subject: Re: SOS Pictures

Please find attached [REDACTED]'s primary view.

On Thu, Oct 19, 2017 at 1:24 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Can you send me [REDACTED]s before views?

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Diplomate, American Board of Orthodontics

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wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, October 02, 2017 4:33 PM
To: Moon, Won
Subject: SOS Pictures

Dear Dr.Moon,

Hope this message finds you well,
Please find attached some of the MSE before and after picture of the SOS.

Also an update on the research progress:

- I added the 6 patients that failed the treatment.
- A lot of writing that has been done.
- I have communicated with Ondemand people and got a new Key for the program.

*** My plan is to finish and defend this quarter.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Thursday, October 19, 2017 4:57 PM
To: Moon, Won
Subject: Re: SOS Pictures
Attachments: 17.PNG

Please find attached [REDACTED]'s primary view.

On Thu, Oct 19, 2017 at 1:24 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Can you send me [REDACTED]s before views?

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Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, October 02, 2017 4:33 PM
To: Moon, Won
Subject: SOS Pictures

Dear Dr.Moon,

Hope this message finds you well,
Please find attached some of the MSE before and after picture of the SOS.

Also an update on the research progress:
- I added the 6 patients that failed the treatment.
- A lot of writing that has been done.
- I have communicated with Ondemand people and got a new Key for the program.

*** My plan is to finish and defend this quarter.

Thank you.

Respectfully,

A solid black rectangular box redacting the signature of the sender.

From: [REDACTED]
Sent: Monday, October 2, 2017 4:34 PM
To: Moon, Won
Subject: SOS Pictures
Attachments: 9.PNG; 10.PNG; 11.PNG; 12.PNG; 13.PNG; 14.PNG; 15.PNG; 16.PNG; 17.PNG; 18.PNG; 19.PNG; 20.PNG

Dear Dr.Moon,

Hope this message finds you well,
Please find attached some of the MSE before and after picture of the SOS.

Also an update on the research progress:

- I added the 6 patients that failed the treatment.
- A lot of writing that has been done.
- I have communicated with Ondemand people and got a new Key for the program.

*** My plan is to finish and defend this quarter.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Monday, July 17, 2017 6:30 PM
To: Moon, Won
Subject: Research Progress

Dear Dr. Moon,

Hope this message finds you well,

I would like to meet with you my dear doctor to go over the progress in the research progress.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Sunday, May 28, 2017 10:48 PM
To: Moon, Won
Subject: Re: Research Progress Meeting

Thursday at 1:00 pm is perfect!

On Sun, May 28, 2017 at 10:15 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
I can do it Thursday afternoon...how about 1:00 PM?

Won Moon, DMD, MS
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Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Sunday, May 28, 2017 4:06 PM
To: Moon, Won
Subject: Research Progress Meeting

Dear Dr. Moon,

Hope this message finds you well,
I would like to arrange a meeting to discuss my research progress.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Sunday, May 28, 2017 4:07 PM
To: Moon, Won
Subject: Research Progress Meeting

Dear Dr. Moon,

Hope this message finds you well,
I would like to arrange a meeting to discuss my research progress.

Thank you.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, May 2, 2017 9:52 PM
To: Moon, Won
Subject: Lab Meeting

Dear Dr. Moon,

Hope this message finds you well,

I will not be able to attend tomorrow's lab meeting due to the fact that I have an [REDACTED] class.

I'm almost done with the [REDACTED] next week we can arrange a meeting to go over them. Also the [REDACTED] is done I took the statistical results from the statistician we can go over them as well next week with the SOS.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Monday, April 3, 2017 2:36 PM
To: Moon, Won
Subject: Research Progress

Dear Dr. Moon,

Hope this message finds you well,
I would like to set up a meeting to go through the clear cuts for the SOS patients.

Thank you!

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Wednesday, March 8, 2017 3:24 AM
To: Moon, Won
Subject: Lab Meeting
Attachments: FullSizeRender.jpg

Dear Dr. Moon,

Hope this message finds you well,

Unfortunate I can't attend today's lab meeting due to the fact that [REDACTED]
[REDACTED] . so since our last meeting I'm on track of getting clear cuts for the SOS and determining the sample size of our study, hopefully by next week i'll be done and we will arrange a meeting to go over the cuts.

Thank you!

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Friday, February 24, 2017 10:34 AM
To: Moon, Won
Subject: Re: Greetings

Dear Dr. Moon,

Hope this message finds you well,
I will stop proceeding on this method until I discuss the methodology with you. When can I kindly meet with you to figure a better approach?

Thank you me dear doctor!

Respectfully,
[REDACTED]

On Fri, Feb 24, 2017 at 9:53 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Hello,

I personally do not like this new approach at all. Here are the problems:

1. If you cannot isolate the SOS, how would you know the SOS position? This will be a guessing game and will be highly biased.
2. You are assuming the growth of the bone between the chosen landmarks did not change.
3. You are also assuming that the SOS growth was relatively linear along the lines you are you are measuring.

We need to talk about this before you proceed...please doNOT decide on these important matters without discussing.

Thank you.

won moon

Won Moon, DMD, MS
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Thomas R. Bales Endowed Chair in Orthodontics
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Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Wednesday, February 22, 2017 4:19 AM
To: Moon, Won
Subject: Greetings

Dear Dr. Moon,

Hope this message finds you well,

Unfortunate I won't be able to make it to the lab meeting but I will be in school on Thursday and Friday all day. I wrote a brief about my research progress.

Research Progress:

- [REDACTED]
 - The Materials and Methods that we starting working will have to be changed due to the resolution of the images almost 40% of the patients I couldn't identify the SOS due to the resolution. (Please find attached old method Fig1).
 - Now we developed a new method and we are applying it on our sample. (Please find attached new method Fig2).
 - Hopefully by the end of the quarter we have all the results for all the patients.
 - I am expanding my research as well to include a systematic review on the SOS and forming the PICOTS question on this subject.

- [REDACTED]:
 - All the results are done and we are waiting to analyze the data.
 - The manuscript have been written and waiting for the remaining part to include it in the manuscript.

Future Plans:

- I am trying to delay my thesis defense as much as I can and the reason is once I set up a date for my thesis it will determine my last date of my sponsorship. If that's ok with you my dear doctor I would like to plan my thesis defense at the end of the summer quarter between August and September.

- My research thesis upon your approval will include:
 - My main three research topics that I am working on; [REDACTED]

o [Redacted]

Thank you!

Respectfully,

[Redacted]

From: [REDACTED]
Sent: Wednesday, February 22, 2017 4:20 AM
To: Moon, Won
Subject: Greetings
Attachments: Fig 1.PNG; Fig 2.PNG

Dear Dr. Moon,

Hope this message finds you well,

Unfortunate I won't be able to make it to the lab meeting but I will be in school on Thursday and Friday all day. I wrote a brief about my research progress.

Research Progress:

- [REDACTED]
 - The Materials and Methods that we starting working will have to be changed due to the resolution of the images almost 40% of the patients I couldn't identify the SOS due to the resolution. (Please find attached old method Fig1).
 - Now we developed a new method and we are applying it on our sample. (Please find attached new method Fig2).
 - Hopefully by the end of the quarter we have all the results for all the patients.
 - I am expanding my research as well to include a systematic review on the SOS and forming the PICOTS question on this subject.
- [REDACTED]
 - All the results are done and we are waiting to analyze the data.
 - The manuscript have been written and waiting for the remaining part to include it in the manuscript.

Future Plans:

- I am trying to delay my thesis defense as much as I can and the reason is once I set up a date for my thesis it will determine my last date of my sponsorship. If that's ok with you my dear doctor I would like to plan my thesis defense at the end of the summer quarter between August and September.

- My research thesis upon your approval will include:

o My main three research topics that I am working on;

o Also will include parts of the research that I have been a part of like;

Thank you!

Respectfully,

[Redacted Signature]

From: [REDACTED]
Sent: Wednesday, January 18, 2017 9:23 AM
To: Moon, Won
Subject: Fwd: Obtaining WebIRB Number

----- Forwarded message -----

From: ORA webirbhelp <webirbhelp@research.ucla.edu>
Date: Tue, Jan 17, 2017 at 3:34 PM
Subject: RE: Obtaining WebIRB Number
To: [REDACTED]

Thank you for the clarification. Please ask Dr. Won Moon to send the account request on your behalf.

Thanks

Jon Orlin

Special Projects Coordinator



Phone: (310) 825-4805

Fax: [\(310\) 794-9565](tel:(310)794-9565)

Jonathan.Orlin@research.ucla.edu

From: [REDACTED]
Sent: Tuesday, January 17, 2017 3:29 PM
To: ORA webirbhelp <webirbhelp@research.ucla.edu>
Subject: Re: Obtaining WebIRB Number

My current affiliation in the project intended is co-author. I am an [REDACTED] student at the [REDACTED] department under the supervision of my PI; Dr. Won Moon.

On Tue, Jan 17, 2017 at 3:26 PM, [REDACTED] wrote:

My UCLA Login ID: [REDACTED]

On Tue, Jan 17, 2017 at 3:19 PM, ORA webirbhelp <webirbhelp@research.ucla.edu> wrote:

Hello [REDACTED]

Thank you for providing this information. Please also provide your UCLA Logon ID. You can look it up at this link: <https://logon-asm1.logon.ucla.edu/userlookup.php>

Can you please indicate your current affiliation and title with UCLA (staff, fellow, faculty)? Please note that if you are not faculty the account request may need to come from a faculty sponsor/advisor: [How to get a webIRB account](#)

Thank you,

Jon Orlin

Special Projects Coordinator



Phone: (310) 825-4805

Fax: [\(310\) 794-9565](tel:3107949565)

Jonathan.Orlin@research.ucla.edu

From: [REDACTED]

Sent: Tuesday, January 17, 2017 3:16 PM

To: ORA webirbhelp <webirbhelp@research.ucla.edu>

Subject: Obtaining WebIRB Number

- UCLA UID# [REDACTED]
- Full name:



- Email address: [Redacted]
- UCLA department and division: UCLA - School of Dentistry - Orthodontic department - Dr. Won Moon's Research lab.

From: [REDACTED]
Sent: Tuesday, October 25, 2016 9:03 PM
To: Moon, Won
Subject: Lab Meeting

Dear Dr. Moon,

Hope this message finds you well,
Unfortunate I won't be able to make it for tomorrow's lab meeting due to my [REDACTED] exam.

Thanks!

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Wednesday, August 3, 2016 10:07 PM
To: Nate (Cybermed)
Cc: Moon, Won; Ramón Domínguez-Mompell Micó; danielle cantarella; Christopher Kim; Alex Woo; international@cybermed.co.kr
Subject: Re: On Demand Access

Thank you so much !

On Wed, Aug 3, 2016 at 6:17 PM, Nate (Cybermed) <nate@cybermed.co.kr> wrote:

Hello D [REDACTED]

This is Nate from the Cybermed branch in South Korea.

I have been directly speaking with your colleague Dr. Cantarella regarding 2 keys for OnDemand3D for your faculty's usage.

However as you are requesting these keys immediately, I will forward 2x OnDemand3D App + 3DCeph licences (1 year duration) to you to distribute to those who require them.

The keys are:

[REDACTED]

And you can download the software from here:

[64-bit](#)

[32-bit](#)

And the manual can be downloaded from [here](#).

(Note: The 3DCeph formula references are in an Appendix at the end of the manual)

If you have any questions or require further assistance, please contact us.

Kind regards,
Nate

----- Forwarded message -----

From: [REDACTED]

Date: Wed, Aug 3, 2016 at 2:58 PM

Subject: Re: On Demand Access

To: Alex Woo <alex@ondemand3d.com>

Cc: "Moon, Won" <wmoon@dentistry.ucla.edu>, Ramón Domínguez-Mompell Micó

<[REDACTED]>

Dear Alex,

Can you please update us regarding the access to Ondemand.

Thank you.

Respectfully,

[REDACTED]

On Fri, Jul 8, 2016 at 6:18 PM, [REDACTED] > wrote:
No worries. We will be needing 2 keys kindly.

Thank you and wish you have a great weekend!

Respectful,

[REDACTED]

On Fri, Jul 8, 2016 at 4:52 PM, Alex Woo <alex@ondemand3d.com> wrote:
Hello [REDACTED]

I do apologize for the delay. Please let me know how many keys you would need in total and then I will go ahead and generate the keys for you.

Thank you and have a great weekend.

Best regards,

Alex W. Woo

OnDemand3D Technology, Inc.

1382 Valencia Avenue, Unit K

Tustin, CA 92780

Office : 1-949-341-0623 (ext.101)

Fax : 1-949-334-1317

email : alex@ondemand3d.com

On Thu, Jul 7, 2016 at 10:46 AM, [REDACTED]
wrote:

Dear Alex,

Hope this message finds you well,
Can you kindly update us regarding the access for the software, it's been over then 2 weeks since we met.

Thanks you !

Respectfully,

[REDACTED]

On Fri, Jul 1, 2016 at 10:32 AM, Alex Woo <alex@ondemand3d.com> wrote:

Hello [REDACTED]

I do apologize for the late reply. I was told to forward your email to my CEO. Dr. Kim mentioned he would contact Dr. Moon and discuss further regarding the UCLA Ortho project. I will release the keys once he gets back to me.

Best regards,

Alex W. Woo

OnDemand3D Technology, Inc.

1382 Valencia Avenue, Unit K

Tustin, CA 92780

Office : 1-949-341-0623 (ext.101)

Fax : 1-949-334-1317

email : alex@ondemand3d.com

On Fri, Jul 1, 2016 at 10:18 AM, [REDACTED]
wrote:

Dear Alex,

Hope this message finds you well,

We are still waiting to get the access to Ondemand software so we can continue our project as soon as possible.

Thank you.

Respectfully,



On Wed, Jun 29, 2016 at 6:04 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Hello,

Please allow him the access.

Thank you.

Sincerely,

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: [310 825 4705](tel:3108254705)
Fax: [310 206 5349](tel:3102065349)
wmoon@dentistry.ucla.edu

From: [Redacted]
Sent: Friday, June 24, 2016 4:38 PM
To: alex@ondemand3d.com
Cc: Moon, Won
Subject: On Demand Access

Dear Alex Woo,

Hope this message finds you well,
I would like to have an access to Ondemand Software and as you asked I included Dr.Moon in this email.

Was nice meeting you yesterday and we look forward for seeing you soon.

Thank you.

Respectfully,



From: [REDACTED]
Sent: Thursday, July 14, 2016 5:18 PM
To: Moon, Won
Subject: Ondemand - Professional evaluation
Attachments: Dr. Moon Recommendation.pdf; CV.pdf

Dear Dr. Moon,

Hope this message finds you well,
Regarding the Ondemand people Ramon and I are still waiting to obtain the access, it's been over then 4 weeks since we met with them. On another note as you Dr. Moon I am applying this cycle to Orthodontic Residency Programs and I would be honors if you be one of my professional evaluators.

- Attaches is my Recommendation that you wrote for me and my current CV.

Thank you and wish you a great day.

[REDACTED]

From: [REDACTED]
Sent: Thursday, July 14, 2016 5:18 PM
To: Moon, Won
Subject: Ondemand - Professional evaluation
Attachments: Dr. Moon Recommendation.pdf; CV.pdf

Dear Dr. Moon,

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Regarding the Ondemand people Ramon and I are still waiting to obtain the access, it's been over then 4 weeks since we met with them. On another note as you Dr. Moon I am applying this cycle to Orthodontic Residency Programs and I would be honors if you be one of my professional evaluators.

- Attaches is my Recommendation that you wrote for me and my current CV.

Thank you and wish you a great day.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Friday, July 8, 2016 6:19 PM
To: Alex Woo
Cc: Moon, Won; Ramón Domínguez-Mompell Micó
Subject: Re: On Demand Access

No worries. We will be needing 2 keys kindly.

Thank you and wish you have a great weekend!

Respectful,

[REDACTED]

On Fri, Jul 8, 2016 at 4:52 PM, Alex Woo <alex@ondemand3d.com> wrote:
Hello [REDACTED]

I do apologize for the delay. Please let me know how many keys you would need in total and then I will go ahead and generate the keys for you.

Thank you and have a great weekend.

Best regards,

Alex W. Woo

OnDemand3D Technology, Inc.

1382 Valencia Avenue, Unit K

Tustin, CA 92780

Office : 1-949-341-0623 (ext.101)

Fax : 1-949-334-1317

email : alex@ondemand3d.com

On Thu, Jul 7, 2016 at 10:46 AM, [REDACTED] > wrote:
Dear Alex,

Hope this message finds you well,
Can you kindly update us regarding the access for the software, it's been over then 2 weeks since we met.

Thanks you !

Respectfully,

[REDACTED]

On Fri, Jul 1, 2016 at 10:32 AM, Alex Woo <alex@ondemand3d.com> wrote:

Hello [REDACTED]

I do apologize for the late reply. I was told to forward your email to my CEO. Dr. Kim mentioned he would contact Dr. Moon and discuss further regarding the UCLA Ortho project. I will release the keys once he gets back to me.

Best regards,

Alex W. Woo

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Tustin, CA 92780

Office : 1-949-341-0623 (ext.101)

Fax : 1-949-334-1317

email : alex@ondemand3d.com

On Fri, Jul 1, 2016 at 10:18 AM, [REDACTED] wrote:

Dear Alex,

Hope this message finds you well,

We are still waiting to get the access to Ondemand software so we can continue our project as soon as possible.

Thank you.

Respectfully,

[REDACTED]

On Wed, Jun 29, 2016 at 6:04 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:
Hello,

Please allow him the access.

Thank you.

Sincerely,

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
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Tel: [310 825 4705](tel:3108254705)
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wmoon@dentistry.ucla.edu

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Thank you.

Respectfully,

[REDACTED]



From: [REDACTED] >
Sent: Friday, July 8, 2016 6:19 PM
To: Alex Woo
Cc: Moon, Won; Ramón Domínguez-Mompell Micó
Subject: Re: On Demand Access

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Thank you and wish you have a great weekend!

Respectful,

[REDACTED]

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Alex W. Woo

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Tustin, CA 92780

Office : 1-949-341-0623 (ext.101)

Fax : 1-949-334-1317

email : alex@ondemand3d.com

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Thanks you !

Respectfully,

[REDACTED]

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Hello [REDACTED] i,

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Best regards,

Alex W. Woo

OnDemand3D Technology, Inc.

1382 Valencia Avenue, Unit K

Tustin, CA 92780

Office : 1-949-341-0623 (ext.101)

Fax : 1-949-334-1317

email : alex@ondemand3d.com

On Fri, Jul 1, 2016 at 10:18 AM, [REDACTED]
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Dear Alex,

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Respectfully,

[REDACTED]

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Hello,

Please allow him the access.

Thank you.

Sincerely,

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
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wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, June 24, 2016 4:38 PM
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Cc: Moon, Won
Subject: On Demand Access

Dear Alex Woo,

Hope this message finds you well,
I would like to have an access to Ondemand Software and as you asked I included Dr.Moon in this email.

Was nice meeting you yesterday and we look forward for seeing you soon.

Thank you.

Respectfully,

[REDACTED]



From: [REDACTED]
Sent: Tuesday, June 28, 2016 12:16 AM
To: Moon, Won
Subject: On Demand Access

Dear Dr. Moon,

Hope this message finds you well,

I hope your having a great time in Korea and I am sorry to bother you I know how busy you are. Last week I send an email to Ondemand and you were cc'd in it, I would kindly like to ask if you can reply to the email to confirm that I work in your lab so they can give me access as soon as possible and I can continue the work on my research.

Thank you.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Monday, March 14, 2016 2:17 PM
To: Kwak, Jin Hee
Cc: Moore, Francesca; Moon, Won; Hong, Christine
Subject: Re: Supplemental information
Attachments: CV.pdf; Research Statement.pdf; [REDACTED] Official Transcript.pdf; Certificate of Outstanding performance.pdf

Dear Doctors,

Hope this message finds you well,
I am happy to hear about the good news. Please find attached the documents regarding the supplemental information, I have added some documents that I didn't get to mention last time.

Thank you.

Respectfully,

[REDACTED]

On Monday, March 14, 2016 12:17 PM, "Kwak, Jin Hee" <jkwak@dentistry.ucla.edu> wrote:

Dear [REDACTED]

I am happy to let you know that we have an additional international postgraduate orthodontic trainee spot approved by CODA last week. The UCLA admissions committee has also decided that the candidates on top of the wait list need to be re-evaluated with supplemental information on your activities during the last six months since the initial application package submission.

Please send to everyone cc'ed here the following:

- Updated CV, highlighting your activities since the submission of the initial application package.
- Any other information you would like to provide for the admissions committee's evaluation.

Official acceptance will be determined after all committees, including the conflict-of-interest committee, agree with the decision.

Please feel free to email me if you have any question or concerns.

Thank you,

Jinny

Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Adjunct Assistant Professor, Section of Orthodontics
UCLA School of Dentistry
10833 Le Conte Avenue, CHS 30-117
Los Angeles, CA 90095
Tel: 310-825-3750
Fax: 310-206-5349

From: [REDACTED]
Sent: Wednesday, March 2, 2016 7:14 PM
To: Kwak, Jin Hee
Cc: Moore, Francesca; Moon, Won; Scott, Megan
Subject: Re: OB transcript
Attachments: Official Transcript.pdf

Dear Dr. Kwak,

Hope this message finds you well,

Sorry for the late response, it's been a long day.

Attached is my official transcript for the [REDACTED].

Thank you.

Respectfully,

[REDACTED]

On Wednesday, March 2, 2016 1:21 PM, "Kwak, Jin Hee" <jkwak@dentistry.ucla.edu> wrote:

Hello [REDACTED],

Could you please send us the complete OB transcript for our review for the possible position in our program?

Thank you,

Jinny

Jin Hee Kwak, D.D.S.
Diplomate, American Board of Orthodontics
Adjunct Assistant Professor, Section of Orthodontics
UCLA School of Dentistry
10833 Le Conte Avenue, CHS 30-117
Los Angeles, CA 90095
Tel: 310-825-3750
Fax: 310-206-5349

From: [REDACTED]
Sent: Monday, January 11, 2016 3:20 PM
To: Moon, Won
Subject: Good Afternoon

Dear Dr. Moon,

Hope this message finds you well,

Sorry to bother you at the time of your travels. Long story short, I got a request from my sponsorship, in summary to what they requested is a letter from you or the department covering these points;

- Orthodontic Residency Program at UCLA is a combined program with the Master's in [REDACTED]
- [REDACTED]
- That I am doing research under your mentorship and it's in the field of Orthodontics.

Explanation ;

The reason why they requested this letter, is because they think that I changed my major to [REDACTED] which is not true, my goal is getting into the Orthodontic Residency Program and these points in the letter can let them be assured that I am on the right track and by doing the Master's in [REDACTED] can benefit me on many levels; enhancing my CV to increase my chance of getting into the Orthodontic Residency program, It's a part of the combined program if I get accepted in the future, and starting my research early.

*** I know your super busy and unfortunate they want it as soon as possible. Suggested options if you wish;

- Send you a draft of the letter so you can easily edit.
- I talk to Fran or Someone in the department about this matter.

I am really really sorry Dr. Moon and I wish you have a great time in France, can't wait for the food Pics on FB!

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Friday, March 13, 2015 5:28 PM
To: Moon, Won
Subject: Good Evening

Dear Dr. Won Moon,

Hope your having a great [REDACTED] in Boston,
I just received a good news and I wanted to share it with you, I got accepted into the Master's program in [REDACTED]
[REDACTED] at UCLA. Thanks to you Dr. Moon. You have no idea how this amazing news have cheered me up
especially [REDACTED]

Regarding the Preceptor dinner, **Wednesday** is suitable for us all. So we will be having the dinner after clinic,
the place haven't been set up yet.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Saturday, February 21, 2015 3:14 PM
To: Moon, Won
Subject: Next Preceptor Dinner on Wednesday, 25 February

Dear Dr. Moon,

Hope your having a great weekend,
So it is confirmed our next Preceptor Dinner will be on Wednesday, 25 February after we finish from school.

Dinner Arrangement:

- We will be having a barbecue, so please let me know Doctor if you have any preference or suggestions because I know your on a special diet, but I am hoping that day it will be your cheat day.

Address:

[REDACTED]

Parking Instruction:

- Call me please from the Telecom at the gate by pressing **Dial** then: [REDACTED], so I can open the door, feel free to park at any guest parking on both levels of the parking structure.

Note: The weather might be a bit cold that night, so just in case bring your jacket please with you.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Friday, February 20, 2015 10:37 AM
To: Moon, Won
Subject: Re: Preceptor Meeting

Dear Dr. Moon,

So suggested days for the Preceptor Dinner arranged by the favorable days for us but the most important the day that suits you the best doctor:

- 1- Friday, 27 February.
- 2- Monday, 23 February. (The only problem we will miss our friend [REDACTED] since she already have her birthday party arrangement).
- 3- Wednesday, 25 February.
- 4- Tuesday, 24 February (We have a class at 7 am on Wednesday & some of us were planing to attend the Surgical Treatment Planing Conference on Tuesday from 6:30-8:30 pm).

Respectfully,

[REDACTED]

On Friday, February 20, 2015 10:03 AM, "Moon, Won" <wmoon@dentistry.ucla.edu> wrote:

Not here on Thursdays

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, February 20, 2015 9:50 AM
To: Moon, Won
Subject: Re: Preceptor Meeting

Preceptor Dinner.



On Friday, February 20, 2015 9:23 AM, "Moon, Won" <wmoon@dentistry.ucla.edu> wrote:

Meeting or dinner?

I am not in school on Thursdays.

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
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Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [Redacted]
Sent: Thursday, February 19, 2015 2:45 PM
To: Moon, Won
Subject: Preceptor Meeting

Dear Dr. Moon,

Hope this message finds you well,
So wanted to check with you Dr.Moon if next Thursday, 26 February is good for you to have the meeting.

Respectfully,



From: [REDACTED]
Sent: Tuesday, January 6, 2015 1:54 PM
To: Moon, Won; Kwak, Jin Hee
Subject: Re: Combo Track Program

Thank you so much doctors, I will be following up with my sponsor on this matter and try to speed up things since time is an important factor.

Respectfully,

[REDACTED]

On Tuesday, January 6, 2015 1:43 PM, "Moon, Won" <wmoon@dentistry.ucla.edu> wrote:

Hello,

Dr. Kwak is absolutely correct. We do not know what project until you are in. Here is a general summary of this program:

Title: Orthodontics research funding for Advanced Trainees

Purpose: The Orthodontics Research Funding Account is set up to support advanced research training at UCLA Section of Orthodontics. This is designed to support Advanced Trainees pursuing advanced level research training during their program.

Amount: This applies to both 1-year (Advanced Clinical Training (ACT)) and 3-year (post-graduate orthodontic training) programs at UCLA Orthodontics. In addition to regular tuition, the applicants will provide an extra \$30,000 for the advanced training in research if the applicant chooses to conduct advanced level research. This opportunity is offered to only those qualify.

The collected research funding will support: the Material, Equipment, and Personnel support in renowned research laboratories.

The research expenditure in a distinguished, larger-scale laboratory can amount up to \$1 million per year. For example, in Dr. Kang Ting (Chair of Orthodontics)'s laboratory, the lab supports more than 6 faculty and post-doc researchers, over 3 Ph.D. level researchers, and over 15 M.S. level researchers, and runs on average 3-5 translational animal studies and 3-5 molecular studies simultaneously. As a result, the lab produces, on average, more than 5 publications per year in renowned scientific journals with impact factors ranging from 4 (Journal of Dental Research, Tissue Engineering) to 13 (Journal of Clinical Investigation).

In Dr. Won Moon (Program Director of Orthodontics)'s laboratory, the lab supports more than 12 faculty and post-doc researchers, and 3 Ph.D. level international researchers, and runs on average 8-12 translational and clinical studies simultaneously. As a result, the lab produces, on average, 3-7 publications per year in renowned scientific journals.

To freshly train a non-experienced, foreign researcher to a professional level by the U.S. standard, an additional expenditure of over \$30,000 is expected per year. The training will be provided and closely supervised by several faculty and post-doc researchers in the laboratory, and will be delivered in translational and molecular aspects of research, and/or the clinical/translational studies. (a) The translational part will include animal surgeries and post-op care, live-imaging and analysis (DXA, live-microCT, live-PET scans), and post-mortem high-resolution 3D imaging and analysis (Faxitron, high-resolution microCT, and Finite Element Analysis (FEA)). (b) The molecular aspect of research will include

basic wet-lab techniques such as PCR, Western blot and histology, and also Immunohistochemistry (IHC) and dynamic histomorphometry (fluorochrome bone labeling) analysis. (c) The clinical/translational researches are available in 3D Morphometrics with Surface Mapping Function and Elliptical Fourier Descriptors (EFD), Genomewide Association Study of Craniofacial Phenotypes, Finite Element Model (FEM) Study, Applications of 3D Printer, Accelerated Tooth Movement (ATM), and Micro-implant (MI) Design Study (d) As part of the research experience, the researcher will also participate extensively in initial and final literature reviews and manuscript editing.

Outcome measures of advanced research training: will include, but not limited to, presentations of abstracts in renowned international/national meetings, and publications in high-impact journals (e.g. Journal of Dental Research, Tissue Engineering, Biomaterials, and Science).

Please make the check payable to:

Mail check payment to:

Section of Orthodontics, UCLA School of Dentistry
10833 Le Conte Ave., CHS 30-131
Los Angeles, CA 90095
Box 957089, 1125 Murphy Hall

Specify the use to the Orthodontic Research Fund

I hope this will do.

Thank you.

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
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10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: Kwak, Jin Hee
Sent: Tuesday, January 06, 2015 12:41 PM
To: [REDACTED]
Cc: Moon, Won
Subject: Re: Combo Track Program

Hello [REDACTED]

Actually, putting together a project is part of the training. Everyone needs basic lab trainings and quality evaluation to be assigned to a specific task and a specific project.

The detailed budget cannot be determined at the beginning as we do not spoon-feed the trainees. We rather have them work for it under supervision, resources and expertise.

Thank you,

Jinny

Sent from my iPhone

On Jan 6, 2015, at 12:24 PM, [REDACTED] wrote:

Dear Dr.Moon,

Hope this message finds you well,

So I contacted my Sponsor this morning, so what they want is a Project Proposal for the project that I will be working on with a detailed budget for the fee's so they can start with the process.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 6, 2015 12:24 PM
To: Moon, Won
Cc: Kwak, Jin Hee
Subject: Combo Track Program

Dear Dr.Moon,

Hope this message finds you well,

So I contacted my Sponsor this morning, so what they want is a Project Proposal for the project that I will be working on with a detailed budget for the fee's so they can start with the process.

Respectfully,
[REDACTED]

From: [REDACTED]
Sent: Sunday, January 4, 2015 8:15 PM
To: Moon, Won
Subject: Re: ACT Combo-track offer letter

Dear Dr. Moon,

Hope this message find you well,

I have spoken with my sponsor regarding the combo track and I have gave them a clear idea about the combo track, so for them to start on the process I think there is only one thing remaining which is the extra fee for the program, what they want is a detailed information about it so they can start on the process of paying.

Since it's a governmental sponsorship, usually things like this takes some time but since we have the initial approval from the Director of the Department of Medical and Health Science Program at [REDACTED] hopefully the payment will be fast I am hoping.

My last call with them I gave them a clear idea about the program and what can such a program add to me or to future students and also the benefits from it in between the cooperation with [REDACTED] students and UCLA Orthodontic Department Research Lab's, so what I understood is that with the final approval they will also add the combo program to there system for future students who have interest in research to be available for them .

Respectfully,

[REDACTED]

On Saturday, January 3, 2015 10:18 PM, "Moon, Won" <wmoon@dentistry.ucla.edu> wrote:

Hello,

I am delighted that your sponsor is interested in funding for the combo-track. I am happy to answer any questions your sponsor may have regarding this program. Dr. Kwak already sent you the letter that comprehensively differentiates various options with ACT programs. It states "Please note, however, that there may be an additional fee associated with the Combotrack program in order to cover the materials, equipment, and personnel support for your research in the renowned research laboratories at UCLA. Outcome measures of the Combo-track ACT program will include, but are not limited to, presentations of abstracts in renowned international and national meetings; publications in highimpact journals (e.g. Journal of Dental Research, Tissue Engineering, Biomaterials, and Science); and assistance in structurally strengthening your qualifications for applications to IPTPs or for faculty positions both nationally and internationally." In other words, we go out of our ways to help our combo students to achieve their maximum potentials and mold them to become most competitive candidates for their career paths. These efforts obviously will require enormous amount of personnel and financial resources. I am not quite sure exactly what more information is needed. Please provide me with some specific questions your sponsor is asking.

We are running out of time because your ACT program will end rather soon. We need to finalize your status promptly in order to complete your goals before your program is completed.

Thank you.

Sincerely,

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
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Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, December 22, 2014 5:08 PM
To: Kwak, Jin Hee
Cc: Moon, Won; Ting, Kang
Subject: Re: ACT Combo-track offer letter

Dear Dr.Kwak,

Hope this message finds you well,
About the ACT Combo Program I am relay interested and looking forward for this amazing opportunity, so to complete the payment my sponsorship wanted more information about the extra fee for the combo program so they can proceed with it.

Wish you a Happy Holidays & a Happy New Year.

Respectfully,

[REDACTED]

On Wednesday, December 17, 2014 12:04 PM, "Kwak, Jin Hee" <jkwak@dentistry.ucla.edu> wrote:

Dear [REDACTED]

As per your discussion with Dr. Moon, please find attached the combo-track offer letter.

Please let me know if you have further questions/concerns!

Thank you,

Jin Hee Kwak

Jin Hee Kwak, D.D.S.

Diplomate, American Board of Orthodontics

Assistant Professor, Section of Orthodontics

UCLA School of Dentistry

10833 Le Conte Avenue, CHS 30-121

Los Angeles, CA 90095

Tel: 310-825-3750

Fax: 310-206-5349

From: [REDACTED]
Sent: Friday, December 5, 2014 12:41 PM
To: Moon, Won
Subject: IADS Project

Dear Dr. Moon ,

Hope this message finds you well,

So the Goal of this Project is to help students all over the world by giving them the chance to get exposed Clinical or Research wise.

The International Assassination Dental Students is a non profit organization, it was founded in 1951 in Denmark and the Headquarter is in Geneva (Switzerland) .

here is the IADS website for more information: [IADS | International Association of Dental Students](#)



So we have 2 projects that we can help the students through, one is letting them volunteer in Research Projects and the 2nd is Clinical, attending lectures and observing in clinic. you can Dr. Moon put the requirement, guidelines & the period of time .

We publish yearly an "International Dental Research Program Booklet", here are some previous editions that more about the Research Projects and how the projects are conducted to have an idea :

- 2014 edition, http://issuu.com/edioriads/docs/booklet_2014_final
- 2013 edition, http://issuu.com/iads_online/docs/booklet_2013

Attached are the forms on how the process goes and another form in case the department of Orthodontic at UCLA is willing to help the IADS. If there was any other required information Dr. Moon I would be glad to provide them .

I see this as a great opportunity for the students all over the world to benefit from this project.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, September 23, 2014 10:29 AM
To: Moon, Won
Subject: Re: Regarding Preceptorship Next Meeting.

hey Dr. Moon,

Maybe better we change the date and we arrange something in November, because I was looking forward to do a barbecue for you since you are a food enthusiast like myself, also at the end of October I have a couple of interviews so I won't be in Los Angeles.

Respectfully,

On Tuesday, September 23, 2014 7:19 AM, "Moon, Won" <wmoon@dentistry.ucla.edu> wrote:

Hello,

I will be off to Malaysia, but don't worry about me. My schedule is too crazy until November. You should go ahead as planned without me.

Thank you.

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Tuesday, September 23, 2014 1:42 AM
To: Moon, Won
Subject: Regarding Preceptorship Next Meeting.

Dear Dr. Moon,

Wish your having a great time in your travels and I wish you a safe and a pleasant journey, regarding the next preceptor meeting I would like to host it at my place and I would like to know if Oct 10 Friday 4:30 pm is suitable for you .

Respectfully,

A solid black rectangular redaction box covering the signature area.

From: [REDACTED]
Sent: Tuesday, September 23, 2014 1:42 AM
To: Moon, Won
Subject: Regarding Preceptorship Next Meeting.

Dear Dr. Moon,

Wish your having a great time in your travels and I wish you a safe and a pleasant journey, regarding the next preceptor meeting I would like to host it at my place and I would like to know if Oct 10 Friday 4:30 pm is suitable for you .

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Sunday, July 15, 2018 1:16 PM
To: Moon, Won
Subject: Re: Meeting

Noted!

From: Moon, Won <wmoon@dentistry.ucla.edu>
Sent: Sunday, July 15, 2018 12:59:45 PM
To: [REDACTED]
Subject: RE: Meeting

Schedule changed again...! We will have to meet you at 3:00 PM.

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, July 12, 2018 11:49 PM
To: Moon, Won
Subject: Re: Meeting

No worries. See you then!

[REDACTED]

Get [Outlook for Android](#)

From: Moon, Won <wmoon@dentistry.ucla.edu>
Sent: Thursday, July 12, 2018 1:35:46 PM
To: [REDACTED]
Subject: RE: Meeting

Sorry...I meant 1:00

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
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Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: Moon, Won
Sent: Thursday, July 12, 2018 1:35 PM
To: [REDACTED]
Subject: RE: Meeting

Schedule change: Let's make it at 3:00

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
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Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, July 12, 2018 8:36 AM
To: Moon, Won
Subject: Re: Meeting

Thank you. See you then.

[REDACTED]

From: Moon, Won <wmoon@dentistry.ucla.edu>
Sent: Thursday, July 12, 2018 8:26:07 AM

To: [REDACTED]
Subject: RE: Meeting

I put you down for 2:00

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
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Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Wednesday, July 11, 2018 8:46 PM
To: Moon, Won
Subject: Meeting

Dear Dr Moon,

I hope this email finds you well. I would like to confirm the meeting with you on Monday July 16th 2018. Kindly let me know what time suits you best. Looking forward to your response.

Best regards,

[REDACTED]

From: [REDACTED]
Sent: Thursday, July 12, 2018 8:36 AM
To: Moon, Won
Subject: Re: Meeting

Thank you. See you then.

From: Moon, Won <wmoon@dentistry.ucla.edu>
Sent: Thursday, July 12, 2018 8:26:07 AM
To: [REDACTED]
Subject: RE: Meeting

I put you down for 2:00

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
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Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Wednesday, July 11, 2018 8:46 PM
To: Moon, Won
Subject: Meeting

Dear Dr Moon,

I hope this email finds you well. I would like to confirm the meeting with you on Monday July 16th 2018. Kindly let me know what time suits you best. Looking forward to your response.

Best regards,

[REDACTED]

From: [REDACTED]
Sent: Wednesday, July 11, 2018 8:47 PM
To: Moon, Won
Subject: Meeting

Dear Dr Moon,

I hope this email finds you well. I would like to confirm the meeting with you on Monday July 16th 2018. Kindly let me know what time suits you best. Looking forward to your response.

Best regards,

[REDACTED]

From: [REDACTED]
Sent: Thursday, June 21, 2018 12:11 AM
To: Moon, Won
Subject: German food recommendation
Attachments: Dr Moon letter.docx; Dr Moon individual criteria.docx

Dear Dr Moon

I hope this email finds you well and you are enjoying your trip in Europe. Since you are in Germany, if you get the chance to, you should try the pickled red herring which is a specialty from what I know. I had it when I was there and it was a very different experience. I'd recommend other meat dishes but you have to deal with King's Syndrome, so it was difficult to think of a good alternative to meat hahaha.

Also, I know how busy it can get when you're traveling so I am just dropping these documents for you to have. I attached an updated word document with sample comments for all the evaluation sections on PASS for your convenience when you do it. That way you won't spend much time on it. I also attached the previous sample letter so you don't need to go through two different emails at the same time.

If you need anything else from my side or there is anything else I can help with kindly let me know.

All the best

[REDACTED]

From: [REDACTED]
Sent: Tuesday, June 12, 2018 12:03 PM
To: UCLA Orthodontic Preceptors; uclaortho2019@googlegroups.com; uclaortho2020@googlegroups.com; UCLA Ortho
Cc: Moore, Francesca; Moon, Won; martz [REDACTED]@[REDACTED]
Subject: Ramadan talk

Hello everyone

Over the past month, Muslims around the world have been observing a month of fasting from sunrise to sunset. To give everyone here a better insight on what Ramadan is all about, I will be giving a small talk on Thursday 06/14 at 5 pm titled "Ramadan: What, When, Where, How and Why?".

Anyone interested is welcome to join. Snacks will be not be provided, cause fasting lol.

Best regards

[REDACTED]

From: [REDACTED]
Sent: Saturday, June 2, 2018 2:27 PM
To: Moon, Won
Subject: Recommendation - [REDACTED]
Attachments: CV_Updated.pdf; Statement.docx; Dr Moon.docx

Dear Dr Moon

I hope you are doing well and enjoying the weekend. I attached the documents you requested to complete my recommendation to this email. If you need anything else from m side to help complete the process as soon as possible kindly let me know.

Best regards

[REDACTED]

From: [REDACTED]
Sent: Sunday, April 1, 2018 12:19 PM
To: Moon, Won
Subject: ACT Meeting

Dear Dr. Moon

I hope you enjoyed your spring break! I was wondering if it is possible to arrange a meeting with you during this week. Please let me know, I will be waiting for your response.

Best regards

[REDACTED]

From: [REDACTED]
Sent: Thursday, March 1, 2018 1:09 PM
To: Moon, Won
Cc: xuqian@ucla.edu
Subject: MSE and [REDACTED]
Attachments: Preliminary study report.pdf

Dear Dr Moon,

I hope this email finds you well. Please find a report of what I've been working on during the past 2 and a half weeks on the [REDACTED] and its changes on patients who underwent expansion using the MSE appliance. I hope it is up to standard and is beneficial towards your work. Should you want to pursue this project further, I'm interested in continuing work on it with your team. Looking forward to your feedback!

Best regards

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Monday, September 25, 2017 2:02 PM
To: Moon, Won
Cc: Moore, Francesca; [REDACTED]@[REDACTED]
Subject: Orthodontics application
Attachments: [REDACTED]

Dear Dr Moon

I hope you are doing well, I am [REDACTED] a dental graduate from [REDACTED] I visited your program towards the end of the summer (late August) for one day where I had the opportunity to observe patients, meet residents, attend clinics and lectures. I had also applied for the international dentist orthodontics residency and as I understand, the interviews for the program are over. It is unfortunate that I was unable to be part of the select few who were interviewed. However, this will not put me off my pursuit of orthodontics which is why I am writing this email. I would like my application to be considered for the Orthodontics Advanced Clinical Training (ACT) program and it would be my pleasure to compete for a position in the program in order to experience the life of orthodontic residents in UCLA. Ideally, I would like to compete for a spot at the closest quarter possible in order to get the maximum benefits, or maybe even help you work on research projects until I am admitted to one of your programs. I attached two research articles which I worked on during my time in dental school, one of which was published, for your reference. I will highly appreciate it if you would seriously consider my request regarding my application and if you need any further documents from my side I am more than happy to help. I am awaiting your kind response.

Sincerely

[REDACTED]

From: [REDACTED]
Sent: Sunday, August 27, 2017 10:50 AM
To: Moon, Won
Subject: Re: Program visit

Dear Dr Moon

Thank you so much for providing me with the opportunity, I will make sure to be there.

Looking forward to meeting you and the UCLA orthodontics team.

From: Moon, Won <wmoon@dentistry.ucla.edu>
Sent: Sunday, August 27, 2017 3:56 AM
To: [REDACTED]
Cc: [REDACTED]; Moore, Francesca
Subject: RE: Program visit

Hello,

You are welcome to visit our clinic on Wed. Please check-in with Ms. Francesca Moore (copied), room 30-133 CHS, when you get here.

Looking forward to meeting you.

Best wishes,

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
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Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue

Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, August 25, 2017 4:32 PM
To: Moon, Won
Cc: [REDACTED]
Subject: Program visit

Dear Dr Moon,

I hope my email finds you well. I am a [REDACTED]
[REDACTED]

I am applying to the orthodontics postgraduate program for international students in UCLA and will be visiting Los Angeles next Wednesday. It would be my pleasure to be able to visit your orthodontics program for the day and see what the day to day activities of orthodontics residents is like. I already met Dr Christopher, one of the 3rd year residents, and Dr [REDACTED] who recently graduated from your program and they both had nothing but positive things to say about your program which made me want to be part of UCLA even more than before.

I would highly appreciate it if you can accommodate my visit despite the short notice and I am looking forward to your response.

Regards

[REDACTED]
[REDACTED]

From: [REDACTED]
Sent: Friday, August 25, 2017 4:33 PM
To: Moon, Won
Cc: [REDACTED]
Subject: Program visit

Dear Dr Moon,

I hope my email finds you well. I am a [REDACTED]
[REDACTED]

I am applying to the orthodontics postgraduate program for international students in UCLA and will be visiting Los Angeles next Wednesday. It would be my pleasure to be able to visit your orthodontics program for the day and see what the day to day activities of orthodontics residents is like. I already met Dr Christopher, one of the 3rd year residents, and Dr Ihab, who recently graduated from your program and they both had nothing but positive things to say about your program which made me want to be part of UCLA even more than before.

I would highly appreciate it if you can accommodate my visit despite the short notice and I am looking forward to your response.

Regards

[REDACTED]
[REDACTED]

From: [REDACTED]
Sent: Monday, January 22, 2018 11:24 AM
To: Moon, Won
Subject: Re: Reminder: Waiting for you to sign ABO Affidavit

Thank you Doctor

From: Moon, Won <wmoon@dentistry.ucla.edu>
Sent: Monday, January 22, 2018 6:45 PM
To: [REDACTED]
Subject: RE: Reminder: Waiting for you to sign ABO Affidavit

Done

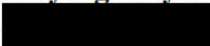
Won Moon, DMD, MS
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Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, January 22, 2018 10:35 AM
To: Moon, Won
Subject: Reminder: Waiting for you to sign ABO Affidavit







Please sign ABO Affidavit


Dear Dr. Moon,
I hope this email finds you well.
Can you please electronically sign my ABO
affidavit. My exam is on 

Thanks,



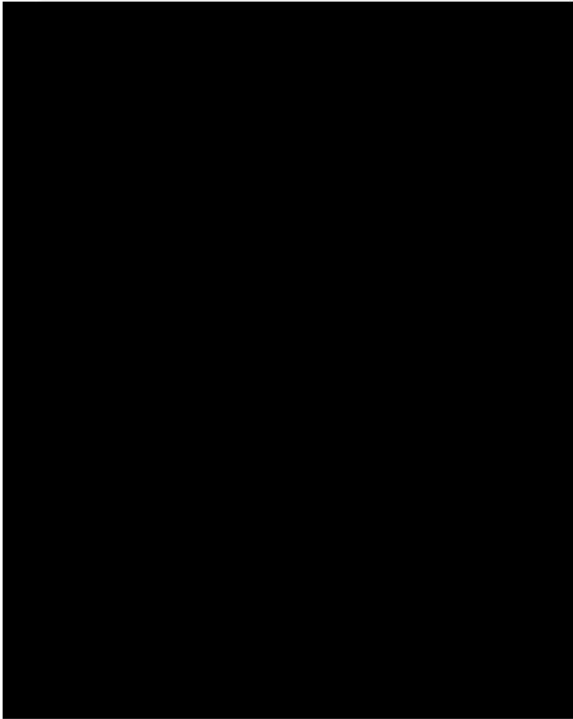
After you sign **ABO Affidavit**, all parties will
receive a final PDF copy by email.



 has requested that this
reminder be sent.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

From: [REDACTED]
Sent: Monday, January 22, 2018 10:35 AM
To: Moon, Won
Subject: Reminder: Waiting for you to sign ABO Affidavit



Please sign ABO Affidavit

Dear Dr. Moon,
I hope this email finds you well.
Can you please electronically sign my ABO affidavit.
My exam is on [REDACTED]

Thanks,

[REDACTED]

[REDACTED]

After you sign ABO Affidavit, all parties will receive a final PDF copy by email.

[REDACTED] has requested that this reminder be sent.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

From: [REDACTED]
Sent: Friday, July 7, 2017 10:56 PM
To: Moon, Won; Christoph Moschik; tingxiwu; BERNARD BOBACK; Chirag Chawan; Kevin Lee; Ehab Bar; Sara Abedini; Cathy Sungah Lee; Ryann Walker
Subject: Pictures

Hi all,

these are my pictures:

[https://www.dropbox.com/\[REDACTED\]](https://www.dropbox.com/[REDACTED])

Enjoy!

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Tuesday, April 18, 2017 2:41 PM
To: Ting, Kang
Cc: Moore, Francesca; Moon, Won; Kwak, Jin Hee
Subject: Re: Interview tomorrow

Thank you for your support Dr. Ting. I will check how things will turn out at CHLA.

--

[REDACTED]

On Apr 18, 2017, at 2:39 PM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

And we can provide a faculty appointment (no salary) in addition to Children Hospital support

Kang Ting DMD, DMEDSC

Professor & Chair, Section of Orthodontics

Chair, Division of Growth and Development

UCLA School of Dentistry

Joint Professor, Department of Bioengineering

UCLA School of Engineering

Joint Professor, Department of Orthopaedic Surgery

UCLA School of Medicine

CHS 30-117, 10833 Le Conte Avenue

Los Angeles, CA 90095

Tel: 310 825 4384

Fax: 310 206 5349

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are obligated to maintain it in a safe, secure and confidential manner. Unauthorized redisclosure or failure to maintain confidentiality may subject you to federal and state penalties. If you are not the intended recipient, please immediately notify us by return email, and delete this message from your computer.

From: [REDACTED]
Date: Tuesday, April 18, 2017 at 2:35 PM
To: Eric Ting <kting@dentistry.ucla.edu>
Cc: Francesca Moore <fmoore@dentistry.ucla.edu>, "Moon, Won" <wmoon@dentistry.ucla.edu>, "Kwak, Jin Hee" <jkwak@dentistry.ucla.edu>
Subject: Re: Interview tomorrow

Thank you Dr. Ting.

--

[REDACTED]

On Apr 18, 2017, at 2:35 PM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

sure

Kang Ting DMD, DMEDSC

Professor & Chair, Section of Orthodontics

Chair, Division of Growth and Development

UCLA School of Dentistry

Joint Professor, Department of Bioengineering

UCLA School of Engineering

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From: Francesca Moore <fmoore@dentistry.ucla.edu>
Date: Tuesday, April 18, 2017 at 2:32 PM
To: Eric Ting <kting@dentistry.ucla.edu>, "Moon, Won" <wmoon@dentistry.ucla.edu>, "Kwak, Jin Hee" <jkwak@dentistry.ucla.edu>
Cc: "[REDACTED]"
Subject: Interview tomorrow

Hello Dr. Moon & Kwak,
[REDACTED] has just received a text from Children's Hospital Los Angeles to come in for another interview. The Director of the fellowship program would like to see him tomorrow morning if possible. [REDACTED] would like to see if they are really going to offer him the position and then he would not have to move to [REDACTED]!
Thanks,

Francesca M. Moore Miller
UCLA School of Dentistry
Section of Orthodontics
Division of Growth and Development
CHS 30-121
10833 Le Conte Ave
Los Angeles, California 90095
Office: 310-825-4384
Fax: 310-206-5349
Email: fmoore@dentistry.ucla.edu

From: [REDACTED]
Sent: Tuesday, April 18, 2017 2:36 PM
To: Ting, Kang
Cc: Moore, Francesca; Moon, Won; Kwak, Jin Hee
Subject: Re: Interview tomorrow

Thank you Dr. Ting.

--

[REDACTED]

On Apr 18, 2017, at 2:35 PM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

sure

Kang Ting DMD, DMEDSC

Professor & Chair, Section of Orthodontics

Chair, Division of Growth and Development

UCLA School of Dentistry

Joint Professor, Department of Bioengineering

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Joint Professor, Department of Orthopaedic Surgery

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From: Francesca Moore <fmoore@dentistry.ucla.edu>

Date: Tuesday, April 18, 2017 at 2:32 PM

To: Eric Ting <kting@dentistry.ucla.edu>, "Moon, Won" <wmoon@dentistry.ucla.edu>, "Kwak, Jin Hee" <jkwak@dentistry.ucla.edu>

Cc: [REDACTED]

Subject: Interview tomorrow

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Thanks,

Francesca M. Moore Miller

UCLA School of Dentistry

Section of Orthodontics

Division of Growth and Development

CHS 30-121

10833 Le Conte Ave

Los Angeles, California 90095

Office: 310-825-4384

Fax: 310-206-5349

Email: fmoore@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, March 20, 2017 7:34 PM
To: Moon, Won
Subject: Acceptance at CWRU

Dear Dr. Moon,

I would like to thank you for your support and recommendation. I am accepted at Case Western Reserve University Craniofacial fellowship, starting July 2017.

Sincerely,

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Monday, March 20, 2017 7:34 PM
To: Moon, Won
Subject: Acceptance at CWRU

Dear Dr. Moon,

I would like to thank you for your support and recommendation. I am accepted at Case Western Reserve University Craniofacial fellowship, starting July 2017.

Sincerely,

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Friday, February 3, 2017 2:09 PM
To: [REDACTED] Moon, Won; Ting, Kang
Subject: Re: Meeting with you

Dear Dr. Ting,

This is the dropbox link for the powerpoint I shared with [REDACTED]

[https://www.dropbox.com/s/\[REDACTED\]](https://www.dropbox.com/s/[REDACTED])

Please let me know if you need anything.

Thanks,
[REDACTED]

On Fri, Feb 3, 2017 at 1:37 PM, [REDACTED] <[REDACTED]> wrote:
Sure Dr. Ting. I am out now and will send you everything soon.

On Fri, Feb 3, 2017 at 1:35 PM Ting, Kang <kting@dentistry.ucla.edu> wrote:

Dear [REDACTED]

Please let me know what PPT did you send.

[REDACTED]'s email is very unclear and I plan to get to the bottom and make proper decision.

Eric

From: [REDACTED]
Sent: Friday, February 03, 2017 12:15 PM
To: Ting, Kang
Cc: ab [REDACTED]

Subject: Re: Meeting with you
Hi Dr. Ting,

The file "[REDACTED]-Ting Jan 12" is definitely the file that I presented in the seminar. The file from [REDACTED] might have been modified and I don't have the original file. Since I did not have access to Dolphin I was planning to use his ppt and I might have modified the slides but I don't have the original file from [REDACTED]

I just asked [REDACTED] to send the original file again today. As I said ALL the lat ceph numbers, before and after the treatment, superimpositions and treatment plans are done by me. You can compare the files and tell me your opinion.

Best,
[REDACTED]

On Fri, Feb 3, 2017 at 11:09 AM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

Hi [REDACTED]

I want to confirm one point: the ppt named [REDACTED] Ting is exactly the same PPT that [REDACTED] gave to you WITHOUT any modification by you

And the [REDACTED]-Ting Jan 12 ppt is exactly the same PPT that you have presented on Jan 12 without any modification. Is that true

There is no room for incorrectness

Thank

From: [REDACTED]
Sent: Thursday, February 02, 2017 2:39 PM
To: Ting, Kang
Subject: Re: Meeting with you

Hi Dr. Ting,

I have attached the my ppt and the ppt I received. As I discussed, my ppt is "final" but the ppt I received is "progress". If you get a chance, could you please take a look at the superimpositions, numbers in lat ceph analysis before and after and also the treatment plans? Thanks and I hope the misunderstanding will be solved.

Best,
[REDACTED]

[REDACTED] [TIng.pptx](#)

[REDACTED] [-Ting Jan 12.pptx](#)

On Thu, Feb 2, 2017 at 11:14 AM, [REDACTED] wrote:
Sounds good. Talk to you then.

Best,
[REDACTED]

On Thu, Feb 2, 2017 at 10:39 AM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

After today's seminar.

thanks

Kang Ting DMD, DMEDSC

Professor & Chair, Section of Orthodontics

Chair, Division of Growth and Development

UCLA School of Dentistry

Joint Professor, Department of Bioengineering

UCLA School of Engineering

Joint Professor, Department of Orthopaedic Surgery

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Tel: [310 825 4384](tel:3108254384)

Fax: [310 206 5349](tel:3102065349)

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From: [REDACTED]
Date: Thursday, February 2, 2017 at 9:03 AM
To: Eric Ting <kting@dentistry.ucla.edu>
Subject: Meeting with you

Dear Dr. Ting,

Do you have time today to talk for a few minutes? I want to talk about your seminar.

Best,
[REDACTED]

From: [REDACTED]
Sent: Friday, February 3, 2017 1:38 PM
To: [REDACTED]; Moon, Won; Ting, Kang
Subject: Re: Meeting with you

Sure Dr. Ting. I am out now and will send you everything soon.

On Fri, Feb 3, 2017 at 1:35 PM Ting, Kang <kting@dentistry.ucla.edu> wrote:

Dear [REDACTED]

Please let me know what PPT did you send.

[REDACTED]'s email is very unclear and I plan to get to the bottom and make proper decision.

Eric

From: [REDACTED]
Sent: Friday, February 03, 2017 12:15 PM
To: Ting, Kang
Cc: [REDACTED]

Subject: Re: Meeting with you
Hi Dr. Ting,

The file "[REDACTED]-Ting Jan 12" is definitely the file that I presented in the seminar. The file from [REDACTED] might have been modified and I don't have the original file. Since I did not have access to Dolphin I was planning to use his ppt and I might have modified the slides but I don't have the original file from [REDACTED]

I just asked [REDACTED] to send the original file again today. As I said ALL the lat ceph numbers, before and after the treatment, superimpositions and treatment plans are done by me. You can compare the files and tell me your opinion.

Best,
[REDACTED]

On Fri, Feb 3, 2017 at 11:09 AM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

Hi [REDACTED]

I want to confirm one point: the ppt named [REDACTED] Ting is exactly the same PPT that [REDACTED] gave to you WITHOUT any modification by you

And the [REDACTED]-Ting Jan 12 ppt is exactly the same PPT that you have presented on Jan 12 without any modification. Is that true

There is no room for incorrectness

Thank

From: [REDACTED]
Sent: Thursday, February 02, 2017 2:39 PM
To: Ting, Kang
Subject: Re: Meeting with you

Hi Dr. Ting,

I have attached the my ppt and the ppt I received. As I discussed, my ppt is "final" but the ppt I received is "progress". If you get a chance, could you please take a look at the superimpositions, numbers in lat ceph analysis before and after and also the treatment plans? Thanks and I hope the misunderstanding will be solved.

Best,

[REDACTED]

[REDACTED] [Ting.pptx](#)

[REDACTED] [-Ting Jan 12.pptx](#)

On Thu, Feb 2, 2017 at 11:14 AM, [REDACTED] > wrote:
Sounds good. Talk to you then.

Best,
[REDACTED]

On Thu, Feb 2, 2017 at 10:39 AM, Ting, Kang <kting@dentistry.ucla.edu> wrote:
After today's seminar.
thanks
Kang Ting DMD, DMEDSC
Professor & Chair, Section of Orthodontics
Chair, Division of Growth and Development
UCLA School of Dentistry
Joint Professor, Department of Bioengineering
UCLA School of Engineering

Joint Professor, Department of Orthopaedic Surgery
UCLA School of Medicine
CHS 30-117, 10833 Le Conte Avenue
Los Angeles, CA 90095
Tel: [310 825 4384](tel:3108254384)
Fax: [310 206 5349](tel:3102065349)

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From: [REDACTED]
Date: Thursday, February 2, 2017 at 9:03 AM
To: Eric Ting <kting@dentistry.ucla.edu>
Subject: Meeting with you

Dear Dr. Ting,

Do you have time today to talk for a few minutes? I want to talk about your seminar.

Best,

[REDACTED]

From: [REDACTED]
Sent: Monday, February 1, 2016 9:17 PM
To: Camargo, Paulo
Cc: Shah, Kumar; Moon, Won; Klokkevold, Perry
Subject: FW: [REDACTED] Treatment
Attachments: [REDACTED] Orthodontic Treatment Plan.pdf; Preliminary Prosthodontic Tx plan_[REDACTED].docx

Dear Dr. Camargo,

Attached are the treatment plans by Ortho/Perio/Prosth.

Let me know if you have any question.

Thanks,

[REDACTED]

[REDACTED]

Date: Tue, 25 Aug 2015 13:46:37 -0700

Subject: [REDACTED] Treatment

From: yeehung [REDACTED]

To: [REDACTED]

CC: nchengdds@[REDACTED]

Hi [REDACTED],

The case with [REDACTED] was a complicated one. In summary, she was a patient of both Grad Prosth and Perio before she came to ortho.

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Nicole Cheng DDS, MS

From: [REDACTED]
Sent: Monday, February 1, 2016 9:13 PM
To: Camargo, Paulo
Cc: Shah, Kumar; Klokkevold, Perry; Moon, Won
Subject: RE: Patient Call

Dear Dr. Camargo,

I am seeing [REDACTED] for [REDACTED] check. [REDACTED]
[REDACTED] She left happy and texted me later on that she is satisfied.

I will forward you the detailed treatment/plan from Ortho/Perio/Prosth. It was sent to me by Dr. Nicole Cheng, the Orthodontic resident who treated her at that time.

Thanks,

[REDACTED]

[REDACTED]

From: wmoon@dentistry.ucla.edu
To: [REDACTED]
CC: kshah@dentistry.ucla.edu; pklokkevold@dentistry.ucla.edu; pcamargo@dentistry.ucla.edu
Subject: RE: Patient Call
Date: Mon, 1 Feb 2016 23:46:09 +0000

Please contact Dr. Camargo about this patient ASAP.

Thank you.

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor

UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: Camargo, Paulo
Sent: Monday, February 01, 2016 3:43 PM
To: Moon, Won
Cc: Shah, Kumar; Klokkevold, Perry
Subject: Re: Patient Call

Can you please have Dr. [REDACTED] contact me? Thanks.

Paulo M. Camargo, DDS, MS, MBA, FACD
Diplomate, American Board of Periodontology
Professor and Chair, Periodontics
Tarrson Family Endowed Chair in Periodontics
Associate Dean of Clinical Dental Sciences
UCLA School of Dentistry
10833 Le Conte Ave.
CHS 53042-D
Los Angeles, CA 90095
USA
Phone 310 825 0928
Fax 310 794 7734
Email pcamargo@dentistry.ucla.edu

From: "Moon, Won" <wmoon@dentistry.ucla.edu>
Date: Friday, January 29, 2016 at 11:05 AM
To: Paulo Camargo <pcamargo@dentistry.ucla.edu>, "Klokkevold, Perry" <pklokkevold@dentistry.ucla.edu>
Subject: RE: Patient Call

Hello,

I do not know this patient but this is what I got from Francesca: "This is a patient was one of Dr. Nicole Cheng's patients that was transferred to [REDACTED]

[REDACTED] remembers her well and can give more details about the case."

I will keep you posted as I get more info.

Thank you.

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: Camargo, Paulo
Sent: Thursday, January 28, 2016 5:15 PM
To: Klokkevold, Perry; Moon, Won
Subject: Patient Call

Perry and Won – I received a phone message from a patient by the name of [REDACTED], who is wants to speak to me about concerns that she has about treatment received in grad perio and ortho. Before I contact her, would you please provide me with a history of her treatment and issues that might have occurred? Thanks.

Paulo M. Camargo, DDS, MS, MBA, FACD
Diplomate, American Board of Periodontology
Professor and Chair, Periodontics
Tarrson Family Endowed Chair in Periodontics
Associate Dean of Clinical Dental Sciences
UCLA School of Dentistry
10833 Le Conte Ave.
CHS 53042-D
Los Angeles, CA 90095
USA
Phone 310 825 0928
Fax 310 794 7734
Email pcamargo@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, February 16, 2015 2:21 PM
To: Moon, Won
Subject: RE: [REDACTED]'s Treatment Plan
Attachments: [REDACTED].pdf; [REDACTED] Measurements.pdf

Sorry. The mistake is that I should expect more [REDACTED] I
[REDACTED] and attached the PDF.

Thanks Dr. Moon,
[REDACTED]

From: wmoon@dentistry.ucla.edu
To: [REDACTED]
Subject: RE: [REDACTED]'s Treatment Plan
Date: Thu, 12 Feb 2015 09:05:04 +0000

Both treatment options have 4 mm Mx advancement and 7 mm Mand setback. What is wrong with this?

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Thursday, February 12, 2015 12:41 AM
To: Moon, Won
Subject: RE: [REDACTED]'s Treatment Plan

Hello Dr. Moon,

Attached is the new set of VTOs.

Thanks,

[REDACTED]

[REDACTED]

From: wmoon@dentistry.ucla.edu
To: [REDACTED]
Subject: RE: [REDACTED]'s Treatment Plan
Date: Mon, 9 Feb 2015 20:21:38 +0000

I will be in my office until 2:00 today

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Saturday, February 07, 2015 8:41 PM
To: Moon, Won
Subject: [REDACTED]'s Treatment Plan

Dear Dr. Moon,

Attached are the records and treatment plan for [REDACTED] I am treatment-planning this case with Dr. Borenstein.

[REDACTED]

Thanks,

[REDACTED]



From: [REDACTED]
Sent: Thursday, February 12, 2015 12:42 AM
To: Moon, Won
Subject: RE: [REDACTED]'s Treatment Plan
Attachments: [REDACTED].pdf

Hello Dr. Moon,

Attached is the new set of VTOs.

Thanks,

[REDACTED]

[REDACTED]

From: wmoon@dentistry.ucla.edu
To: [REDACTED]
Subject: RE: [REDACTED]'s Treatment Plan
Date: Mon, 9 Feb 2015 20:21:38 +0000

I will be in my office until 2:00 today

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Saturday, February 07, 2015 8:41 PM
To: Moon, Won
Subject: [REDACTED]'s Treatment Plan

Dear Dr. Moon,

Attached are the records and treatment plan for [REDACTED] I am treatment-planning this case with Dr. Borenstein.

[REDACTED]

Thanks,

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Saturday, February 7, 2015 10:24 PM
To: Moon, Won
Subject: [REDACTED] Treatment Plan
Attachments: [REDACTED].pptx

Dear Dr. Moon,

I already discussed this case with you and the tentative treatment plan is:

[REDACTED]

[REDACTED]

[REDACTED]

Thanks,

[REDACTED]

From: [REDACTED]
Sent: Thursday, February 5, 2015 5:35 PM
To: Moon, Won
Subject: [REDACTED] case
Attachments: 4.jpg; 3.JPG; 2.JPG; 1.JPG

Dear Dr. Moon,

We already treatment-planned [REDACTED] an [REDACTED] year old girl. [REDACTED]
[REDACTED]

Thanks,
[REDACTED]

[REDACTED]

[REDACTED] case
Date: Fri, 6 Feb 2015 00:55:48 +0000

[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 13, 2015 12:21 PM
To: Moon, Won
Subject: Tx Plan: [REDACTED] years
Attachments: composite.jpg; lat cep.jpg; newtom.jpg; PA.jpg; pano.jpg; postsurgical.jpg; presurgical.jpg; postsurgical1.jpg

Dear Dr. Moon,

I hope this email finds you well.

I have this case for surgical planning:

[REDACTED] was referred by his dentist to correct cross-bite. Now he wants to have surgery to enhance his facial aesthetics.

History of [REDACTED].

Evaluation:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

attached are records and VTO for the proposed plan

Thanks,

[REDACTED]



From: [REDACTED]
Sent: Wednesday, September 3, 2014 4:56 PM
To: Moon, Won
Cc: Patino, Maria
Subject: Government Letter
Attachments: Acceptance letter - [REDACTED].pdf; UCLA Foundation invoice - [REDACTED].pdf; UCLA payment.docx

Dear Dr. Moon,

I have attached the word document to my government email and forwarded the whole thing to you.

Thanks for your help,

[REDACTED]

[REDACTED]

From: [REDACTED]
To: wmoon@dentistry.ucla.edu
CC: mscott@dentistry.ucla.edu; [REDACTED]; mpatino@dentistry.ucla.edu; kting@dentistry.ucla.edu;
[REDACTED]
Subject: FW: [REDACTED] - Orthodontics Residency Program
Date: Thu, 14 Aug 2014 11:37:17 +0000

Dr. Won Moon
Program Director, Orthodontic Residency Program

Dear Dr. Moon,

This is just a gentle reminder with our email below concerning the Residency Program of Dr. [REDACTED] in Orthodontics. Hoping for your prompt response. Thank you.

On behalf of [REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: Monday, 23 June, 2014 11:12 AM

To: wmoon@dentistry.ucla.edu

Cc: mscott@dentistry.ucla.edu; [REDACTED]; mpatino@dentistry.ucla.edu; kting@dentistry.ucla.edu; Dr. [REDACTED]

Subject: Dr. [REDACTED] - Orthodontics Residency Program

Dear Dr. Won Moon (Program Director, Orthodontic Residency Program),

This is in reference to the invoice issued by School of Dentistry to [REDACTED] that states "Orthodontics Research Foundation for Trainees" with an amount US \$ 30,000 (attached copy of the invoice).

[REDACTED] is currently enrolled in 3 years Orthodontic Residency Program under the full sponsorship of [REDACTED]

We understand that Dr. [REDACTED] will undergo Clinical Training in Orthodontic and at the same time it is mandatory for him to do Research Program in Oral Biology.

When we reviewed his Letter of Acceptance (attached), it was stipulated in the offer that his required tuition fees for his training will be US \$70,000 over 3 years. However, there was nothing mentioned about research fees US \$30,000 per year and the additional fees of US \$30,000 to supplement Dr. [REDACTED] research project.

Please note that [REDACTED] is a governmental non-profit healthcare provider where in the fund used to support this kind of training is coming from the government.

We kindly request clarification on the additional fees and why it was not included in the Letter of Acceptance.

Normally, when we send Doctors abroad for training, trainees received offer and contract from the University Hospital with clear indication of tuition fees, training period (from and to) and brief description of the program.

We have enlisted the following concern and clarification for your perusal;

1. We require justification and clarification for the additional research fees amounting to US \$30,000
2. We suggest to revise the offer to indicate full information about clinical training and research program (i.e. fees, starting & ending date of the training).
3. We need clarification on how are you going to bill Medical Education/[REDACTED] (i.e. Clinical training from Dentistry Department, research program will come from Research Department).

■

Awaiting for your prompt response. Thank you.

On behalf of [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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From: [REDACTED]
Sent: Saturday, February 25, 2017 8:30 PM
To: He, Holly
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear Ms. Holly,
Noted with thanks.

[REDACTED]

From: He, Holly [mailto:hhe@dentistry.ucla.edu]
Sent: Saturday, 25 February, 2017 12:36 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear [REDACTED]
Hope all is well with you.
Thank you for your previous contribution. Attached is the request for international research Fee in the amount of \$30,000 due Feb 28th, 2017.
Could you please kindly process the payment?

Best

Holly He

From: [REDACTED]
Sent: Sunday, March 20, 2016 3:04 AM
To: He, Holly <hhe@dentistry.ucla.edu>
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear Ms. Holly,
The attached check will be sent to you by DHL tomorrow, March 21, 2016. Thank you for your patience.

Kind regards,
[REDACTED]

From: He, Holly [<mailto:hhe@dentistry.ucla.edu>]
Sent: Thursday, 17 March, 2016 8:18 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear [REDACTED]
Any update regarding the check?

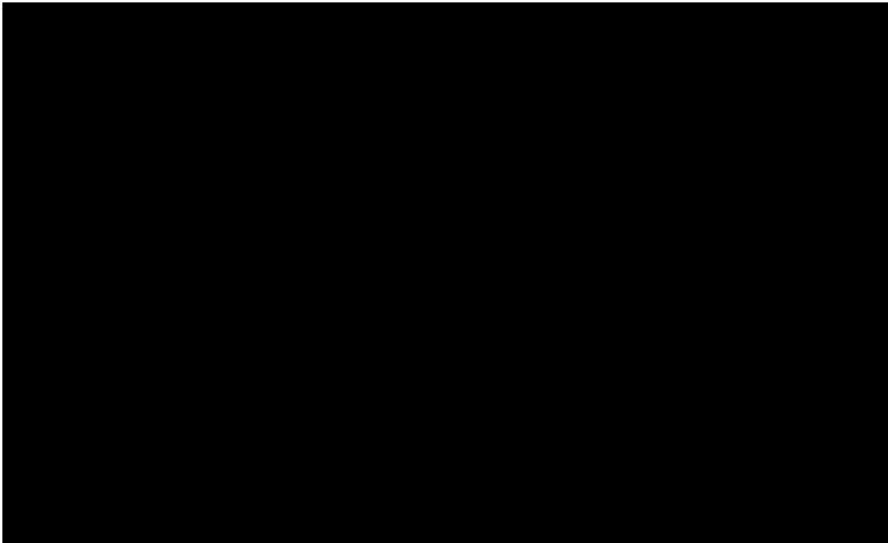
Best

Holly He
Admin Analyst for Division Chair
Dentistry-Orthodontics, UCLA
Phone: 310-825-4705
Fax: 310-206-5349

From: [REDACTED]
Sent: Sunday, January 24, 2016 9:06 PM
To: He, Holly <hhe@dentistry.ucla.edu>
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear Ms. Holly,
I am copying Mr. [REDACTED] so he could update us if the check has been prepared and signed by the authority at HMC Finance so I could have it and send to your office via DHL or Aramex. I will update you from time to time. Thank you.

Kind regards,



Common vision. The ability to direct individual accomplishments results."

From: He, Holly [<mailto:hhe@dentistry.ucla.edu>]
Sent: Friday, 22 January, 2016 1:58 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear [REDACTED]

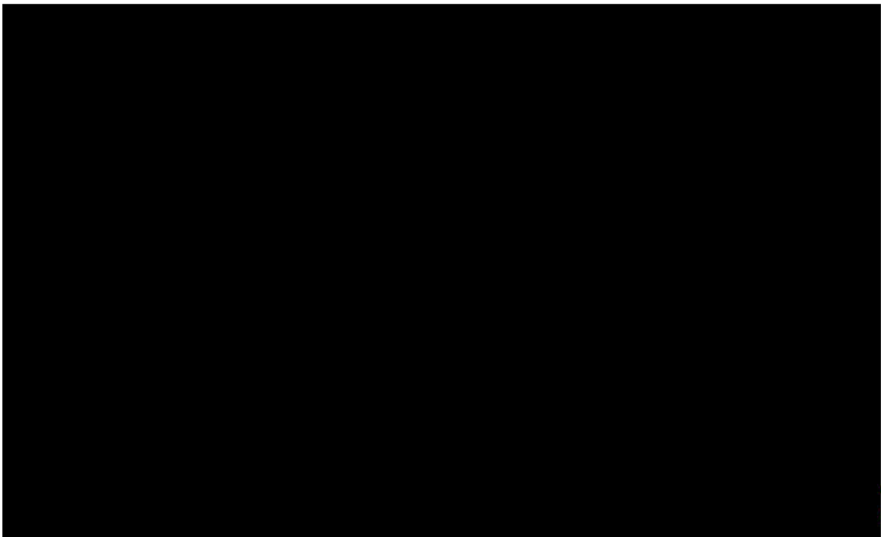
I'm writing to follow up on the check for research fee.
Has the check been sent out?

Best

Holly He
Admin Analyst for Division Chair
Dentistry-Orthodontics, UCLA
Phone: 310-825-4705
Fax: 310-206-5349

From: [REDACTED]
Sent: Saturday, January 09, 2016 1:36 AM
To: He, Holly <hhe@dentistry.ucla.edu>; [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Hello Ms. Holly and Dr. [REDACTED]
It is already in HR, I am waiting for the check to be issued and then I will send by FEDEX, thank you



*a common vision. The ability to direct individual accomplishments
n results."*

From: He, Holly [<mailto:hhe@dentistry.ucla.edu>]
Sent: Friday, 08 January, 2016 4:13 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Thank you!

Holly He
Admin Analyst for Division Chair
Dentistry-Orthodontics, UCLA
Phone: 310-825-4705
Fax: 310-206-5349

From: [REDACTED]
Sent: Thursday, January 07, 2016 1:30 PM
To: [REDACTED]

Cc: He, Holly <hhe@dentistry.ucla.edu>

Subject: RE: UCLA International Program Research Fee Letter

Hi Jean,

I have Cc'ed Holly in this email to follow up with you regarding the research fee. She is our administrative analysis.

Holly, Jean usually receives the payment request.

Thanks,

[Redacted]

From: [Redacted]

To: [Redacted]

Subject: RE: UCLA International Program Research Fee Letter

Date: Thu, 17 Dec 2015 08:19:46 +0000

Noted [Redacted] thank you.

[Redacted]

From: [Redacted]

Sent: Thursday, 17 December, 2015 7:24 AM

To: [Redacted]

Subject: FW: UCLA International Program Research Fee Letter

Hi [Redacted]

Attached is the research fees that is due Jan. 15th, 2016. Kindly process payment.

Thanks,

[Redacted]

Resident I Department of Orthodontics

UCLA School of Dentistry

(310)975-9465 [REDACTED]

From: hhe@dentistry.ucla.edu

To: [REDACTED]

Subject: RE: UCLA International Program Research Fee Letter

Date: Wed, 16 Dec 2015 22:20:55 +0000

H [REDACTED]

Here is the international research program letter. Could you please forward it to the appropriate people?

Best

Holly He

Admin Analyst for Division Chair

Dentistry-Orthodontics, UCLA

Phone: 310-825-4705

Fax: 310-206-5349

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From: [REDACTED]
Sent: Monday, September 29, 2014 12:31 AM
To: Patino, Maria
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter

Dear Ms. Maria,

Following to the email you sent below and the attachment that explains the details of the fees required for [REDACTED]
[REDACTED]
Accordingly, [REDACTED] Education Department is requiring UCLA to provide official offer letter for [REDACTED]
concerning his Master Degree Program and Research. This documentation and reference is necessary to [REDACTED] Finance
and Legal Department.

Thank you for your cooperation.

Best regards,

[REDACTED]

[REDACTED]

-----Original Message-----

From: Patino, Maria [mailto:mpatino@dentistry.ucla.edu]
Sent: Sunday, 21 September, 2014 9:07 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter
Importance: High

Dear [REDACTED]

Thank you for the quick response.

Due to the various accounts in the university payments get deposit in different accounts (programs) and we then have to track them. If possible can you please send payments to the addresses stated on the letter.

If you have any questions, please email me.

Thank you
Maria Patino
Manager Service Officer,
Supervisor for the Orthodontic Program, CHS 30-121 UCLA School of Dentistry Division of Associated Clinical Specialties
Clinic: 310-825-5161
Office: 310-825-4705
Fax: 310-206-5349

From: [REDACTED]
Sent: Saturday, September 20, 2014 10:38 PM
To: Patino, Maria
Cc: [REDACTED]
Subject: FW: UCLA International Program Research Fee Letter

Dear Ms. Mara,

Thank you for sending us the full information concerning school fees for Dr [REDACTED]. Our [REDACTED]-Finance Department preferred paying/settling those fees through the bank to avoid delays in payment. Kindly provide us all the bank details for the following;

1. Orthodontics Residency
2. Master in oral Biology
3. Orthodontics Research Foundation of Trainee's payment

We appreciate your cooperation and support.

Best regards,

[REDACTED]

[REDACTED]

From: Patino, Maria [mailto:mpatino@dentistry.ucla.edu]
Sent: Wednesday, 17 September, 2014 11:32 PM
To: [REDACTED]
Subject: UCLA International Program Research Fee Letter
Importance: High

[REDACTED]

Dr. Moon has asked me to forward the attach letter regarding the \$ 30,000 for [REDACTED] research. Dr. Moon is not in the US as he's traveling in Asia.
If you need additional information, please feel free emailing me.

Thank you
Maria Patino
Manager Service Officer,
Supervisor for the Orthodontic Program, CHS 30-121 UCLA School of Dentistry Division of Associated Clinical Specialties
Clinic: 310-825-5161
Office: 310-825-4705
Fax: 310-206-5349

From: Won Moon [mailto:[REDACTED]]
Sent: Friday, September 12, 2014 1:49 AM
To: Patino, Maria; a [REDACTED]
Subject: UCLA International Program Research Fee Letter

Hi,

My UCLA mail server is not allowing me to attach any files, and I am using my Gmail account. Here is the letter.

won

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From: [REDACTED]
Sent: Saturday, September 20, 2014 10:39 PM
To: Patino, Maria
Cc: [REDACTED]
Subject: FW: UCLA International Program Research Fee Letter
Attachments: International Program Fees.pdf
Importance: High

Dear Ms. Mara,

Thank you for sending us the full information concerning school fees for [REDACTED]. Our [REDACTED]-Finance Department preferred paying/settling those fees through the bank to avoid delays in payment. Kindly provide us all the bank details for the following;

1. Orthodontics Residency
2. Master in oral Biology
3. Orthodontics Research Foundation of Trainee's payment

We appreciate your cooperation and support.

Best regards,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

From: Patino, Maria [mailto:mpatino@dentistry.ucla.edu]
Sent: Wednesday, 17 September, 2014 11:32 PM
To: [REDACTED]
Subject: UCLA International Program Research Fee Letter
Importance: High

[REDACTED]

Dr. Moon has asked me to forward the attach letter regarding the \$ 30,000 for [REDACTED] research. Dr. Moon is not in the US as he's traveling in Asia.
If you need additional information, please feel free emailing me.

Thank you

Maria Patino
Manager Service Officer,
Supervisor for the Orthodontic Program, CHS 30-121
UCLA School of Dentistry
Division of Associated Clinical Specialties
Clinic: 310-825-5161
Office: 310-825-4705
Fax: 310-206-5349

From: Won Moon [<mailto:>]
Sent: Friday, September 12, 2014 1:49 AM
To: Patino, Maria;]
Subject: UCLA International Program Research Fee Letter

Hi,

My UCLA mail server is not allowing me to attach any files, and I am using my Gmail account. Here is the letter.

won

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From: [REDACTED]
Sent: Thursday, August 14, 2014 4:37 AM
To: Moon, Won
Cc: Scott, Megan; [REDACTED]; Patino, Maria; Ting, Kang; Dr. [REDACTED]
Subject: FW: [REDACTED] - Orthodontics Residency Program
Attachments: Acceptance letter - [REDACTED].pdf; UCLA Foundation invoice - [REDACTED].pdf

Dr. Won Moon
Program Director, Orthodontic Residency Program

Dear Dr. Moon,

This is just a gentle reminder with our email below concerning the Residency Program of Dr. [REDACTED] in Orthodontics. Hoping for your prompt response. Thank you.

On behalf of [REDACTED]
Director of Medical Education Department

[REDACTED]

[REDACTED]

From: Mary Jean Oclarino Nery
Sent: Monday, 23 June, 2014 11:12 AM
To: wmoon@dentistry.ucla.edu
Cc: mscott@dentistry.ucla.edu; [REDACTED]; mpatino@dentistry.ucla.edu; kting@dentistry.ucla.edu; [REDACTED]
[REDACTED] Orthodontics Residency Program

Dear Dr. Won Moon (Program Director, Orthodontic Residency Program),

This is in reference to the invoice issued by School of Dentistry to Dr. [REDACTED] that states "Orthodontics Research Foundation for Trainees" with an amount US \$ 30,000 (attached copy of the invoice).

[REDACTED] is currently enrolled in 3 years Orthodontic Residency Program under the full sponsorship of [REDACTED].

We understand that [REDACTED] will undergo Clinical Training in Orthodontic and at the same time it is mandatory for him to do Research Program in Oral Biology.

When we reviewed his Letter of Acceptance (attached), it was stipulated in the offer that his required tuition fees for his training will be US \$70,000 over 3 years. However, there was nothing mentioned about research fees US \$30,000 per year and the additional fees of US \$30,000 to supplement Dr. [REDACTED] research project.

Please note that [REDACTED] is a governmental non-profit healthcare provider where in the fund used to support this kind of training is coming from the government.

We kindly request clarification on the additional fees and why it was not included in the Letter of Acceptance.

Normally, when we send Doctors abroad for training, trainees received offer and contract from the University Hospital with clear indication of tuition fees, training period (from and to) and brief description of the program.

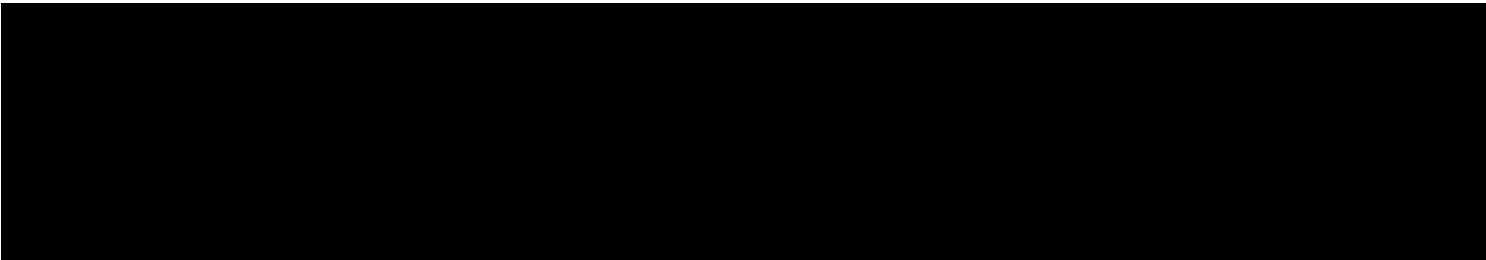
We have enlisted the following concern and clarification for your perusal;

1. We require justification and clarification for the additional research fees amounting to US \$30,000
2. We suggest to revise the offer to indicate full information about clinical training and research program (i.e. fees, starting & ending date of the training).
3. We need clarification on how are you going to bill Medical Education/[REDACTED] (i.e. Clinical training from Dentistry Department, research program will come from Research Department).

Awaiting for your prompt response. Thank you.

[REDACTED]
Director of Medical Education Department

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Disclaimer: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer. Any views or opinions presented are solely those of the authors and do not necessarily represent those of HMC.

From: Patino, Maria
Sent: Sunday, September 21, 2014 11:07 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: UCLA International Program Research Fee Letter
Attachments: image001.gif; image002.jpg
Importance: High

Dear Mary

Thank you for the quick response.

Due to the various accounts in the university payments get deposit in different accounts (programs) and we then have to track them. If possible can you please send payments to the addresses stated on the letter.

If you have any questions, please email me.

Thank you
Maria Patino
Manager Service Officer,
Supervisor for the Orthodontic Program, CHS 30-121 UCLA School of Dentistry Division of Associated Clinical Specialties
Clinic: 310-825-5161
Office: 310-825-4705
Fax: 310-206-5349

From: [REDACTED]
Sent: Saturday, September 20, 2014 10:38 PM
To: Patino, Maria
Cc: [REDACTED]
Subject: FW: UCLA International Program Research Fee Letter

Dear Ms. Mara,

Thank you for sending us the full information concerning school fees for [REDACTED]. Our [REDACTED]-Finance Department preferred paying/settling those fees through the bank to avoid delays in payment. Kindly provide us all the bank details for the following;

1. Orthodontics Residency
2. Master in oral Biology
3. Orthodontics Research Foundation of Trainee's payment

We appreciate your cooperation and support.

Best regards,

receive this in error, please contact the sender and delete the material from any computer. Any views or opinions presented are solely those of the authors and do not necessarily represent those of HMC.

From: [REDACTED] >
Sent: Wednesday, August 1, 2018 10:37 AM
To: Kwak, Jin Hee
Cc: Moore, Francesca; Ting, Kang; Moon, Won; Michael Moon
Subject: Re: Missing tuition payment

Dear Dr. Kwak,

I gave Mrs. Francesca Moore a copy of my payments.

[REDACTED]

On Aug 1, 2018, at 10:29 AM, Kwak, Jin Hee <jkwak@dentistry.ucla.edu> wrote:

Hello Dr [REDACTED], have you submitted a receipt yet?
Thank you,
Dr Kwak

Sent from my iPhone

On Jul 30, 2018, at 2:47 PM, Kwak, Jin Hee <jkwak@dentistry.ucla.edu> wrote:

Dear [REDACTED]

We have noticed that we have not received tuition from you for Summer or Fall of 2018. If you have, please provide a receipt within 2 business days. Otherwise, we will consider you un-enrolled.
Please be reminded that post-graduate trainees are supposed to be paying every 2Q or every year for that amount.

Thank you,
Dr. Kwak

--
Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Associate Professor
Section of Orthodontics
UCLA School of Dentistry
CHS 30-121, 10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel (Section): 310-825-4384
Tel (Office): 310-206-6305
Tel (Lab): 310-825-3750
Fax: 310-206-5349
[Email: jkwak@dentistry.ucla.edu](mailto:jkwak@dentistry.ucla.edu)

From: [REDACTED]
Sent: Tuesday, July 24, 2018 12:46 PM
To: Moon, Won
Subject: Patient [REDACTED]
Attachments: [REDACTED] Letter.pdf

Dear Dr. Moon,

Here I am attaching a letter from Dr. Martinez in reference of patient [REDACTED]

Regards,

[REDACTED]

From: [REDACTED]
Sent: Wednesday, July 18, 2018 8:08 AM
To: Moore, Francesca
Cc: Moon, Won
Subject: Re: Clinical comp grades

Thank you Francesca. Is the meeting going to be at your office?

[REDACTED]

On Jul 18, 2018, at 7:59 AM, Moore, Francesca <fmoore@dentistry.ucla.edu> wrote:

Good Morning [REDACTED]
I have scheduled your meeting with Dr. Moon for 4:30 pm on Thursday. The other time slots have been taken.
Best,

Francesca M. Moore Miller
Section of Orthodontics
Division of Growth and Development
CHS 30-121
10833 Le Conte Ave
Los Angeles, California 90095
Office: 310-825-4705
Fax: 310-206-5349
Email: fmoore@dentistry.ucla.edu
<image001.png>

From: [REDACTED] [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Wednesday, July 18, 2018 7:54 AM
To: Moore, Francesca <fmoore@dentistry.ucla.edu>
Cc: Moon, Won <wmoon@dentistry.ucla.edu>
Subject: Re: Clinical comp grades

Hi Francesca,

On Thursday 19 I will be available from 11am -12pm and from 4-5 pm.

Thank you,

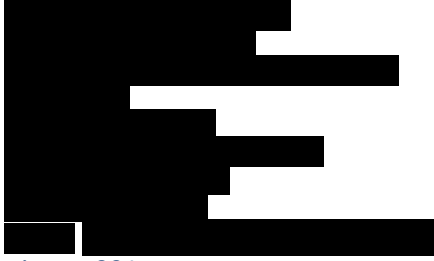
[REDACTED]

On Jul 17, 2018, at 12:59 PM, [REDACTED] wrote:

Hello All,

We need to schedule time for you to meet with Dr. Moon to review your clinical comp grades. I would like to schedule appointments for this Thursday, July 19, 2018; all day available except for 10:00-11:30. Please let me know the time you would like to schedule your appointment.

Thank you,



<image001.png>

From: [REDACTED] >
Sent: Wednesday, July 18, 2018 7:54 AM
To: Moore, Francesca
Cc: Moon, Won
Subject: Re: Clinical comp grades

Hi Francesca,

On Thursday 19 I will be available from 11am -12pm and from 4-5 pm.

Thank you,

[REDACTED]

On Jul 17, 2018, at 12:59 PM, Moore, Francesca <fmoore@dentistry.ucla.edu> wrote:

Hello All,

We need to schedule time for you to meet with Dr. Moon to review your clinical comp grades. I would like to schedule appointments for this Thursday, July 19, 2018; all day available except for 10:00-11:30. Please let me know the time you would like to schedule your appointment.

Thank you,

Francesca M. Moore Miller
Section of Orthodontics
Division of Growth and Development
CHS 30-121
10833 Le Conte Ave
Los Angeles, California 90095
Office: 310-825-4705
Fax: 310-206-5349
Email: fmoore@dentistry.ucla.edu
<image001.png>

From: [REDACTED]
Sent: Thursday, July 12, 2018 7:31 PM
To: Moore, Francesca
Cc: Ting, Kang; Moon, Won; Kwak, Jin Hee
Subject: Re: Clinical Comp Exam

Mrs. Francesca Moore:

In respond to your letter I would like to clarify the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Respectfully,

[REDACTED]

On Jul 11, 2018, at 11:10 AM, Moore, Francesca <fmoore@dentistry.ucla.edu> wrote:

Hello [REDACTED]

I am sending this email as a follow up to our conversation about you taking the clinical comp exam on Monday. Please note that the decision to take the exam with the [redacted] yr. residents is up to you, because you wanted to take it as soon as possible.

[redacted]

[redacted]

Please acknowledge and respond to this email that you do understand and would like to proceed with taking the clinical comp exam on Monday July 16, 2018 with the [redacted] yr. class or you would like to wait until August. I would greatly appreciate your response before the end of the day today.

Best,
Francesca M. Moore Miller
Section of Orthodontics
Division of Growth and Development
CHS 30-121
10833 Le Conte Ave
Los Angeles, California 90095
Office: 310-825-4705
Fax: 310-206-5349
Email: fmoore@dentistry.ucla.edu
<image001.png>

From: Moore, Francesca
Sent: Wednesday, July 11, 2018 9:26 AM
To: [redacted]
Cc: Moon, Won <wmoon@dentistry.ucla.edu>; Ting, Kang <kting@dentistry.ucla.edu>; Kwak, Jin Hee <jkwak@dentistry.ucla.edu>
Subject: Clinical Comp Exam

Good Morning [redacted]

[redacted]

Thank you,
Francesca M. Moore Miller
Section of Orthodontics
Division of Growth and Development
CHS 30-121
10833 Le Conte Ave

Los Angeles, California 90095
Office: 310-825-4705
Fax: 310-206-5349
Email: fmoore@dentistry.ucla.edu
<image001.png>

From: [REDACTED]
Sent: Tuesday, May 22, 2018 11:46 PM
To: Moon, Won; Kwak, Jin Hee
Subject: Re: Patient transfers

Dear Dr. Moon and Dr. Kwak,

Dr. Moon, thank you for your prompt respond and your directions to work with Dr. Kwak on this matter. [REDACTED]
[REDACTED]
[REDACTED]

Please let me know how can I help to expedite this process,

Respectfully,
[REDACTED]

> On May 22, 2018, at 10:00 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

>
> Please contact Dr. Kwak for any transfer matters. She is in charge.
>
> _____
> _____
> Won Moon, DMD, MS
> Diplomate, American Board of Orthodontics Thomas R. Bales Endowed
> Chair in Orthodontics Program Director, Section of Orthodontics
> Director, International Affairs, Section of Orthodontics Associate
> Professor UCLA School of Dentistry Center for Health Science 63-082,
> Box 951668
> 10833 Le Conte Avenue
> Los Angeles, CA 90095-1668
> Tel: 310 825 4705
> Fax: 310 206 5349
> wmoon@dentistry.ucla.edu

> _____
> From: [REDACTED]
> Sent: Tuesday, May 22, 2018 8:13 PM
> To: Moon, Won
> Subject: Patient transfers

>

> Dear Dr. Moon,

>

> Thank you for allowing the third year residents to transfer my previous patients back to me.

>

> With the third years transferring cases now, this is a time sensitive matter. Continuing treating these patients is critical for me staying on course in my learning process and the reason for my correspondence asking for your assistance.

>

> Respectfully,

>

>

From: [REDACTED]
Sent: Tuesday, May 22, 2018 10:56 PM
To: Moon, Won
Cc: Kwak, Jin Hee
Subject: Re: Patient transfers

> On May 22, 2018, at 10:00 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

>
> Please contact Dr. Kwak for any transfer matters. She is in charge.

>
> _____
> _____

> Won Moon, DMD, MS
> Diplomate, American Board of Orthodontics Thomas R. Bales Endowed
> Chair in Orthodontics Program Director, Section of Orthodontics
> Director, International Affairs, Section of Orthodontics Associate
> Professor UCLA School of Dentistry Center for Health Science 63-082,
> Box 951668
> 10833 Le Conte Avenue
> Los Angeles, CA 90095-1668
> Tel: 310 825 4705
> Fax: 310 206 5349
> wmoon@dentistry.ucla.edu

>
> _____

> From: [REDACTED]
> Sent: Tuesday, May 22, 2018 8:13 PM
> To: Moon, Won
> Subject: Patient transfers

>
> Dear Dr. Moon,
>
> Thank you for allowing the third year residents to transfer my previous patients back to me. [REDACTED]

[REDACTED]

>
> With the third years transferring cases now, this is a time sensitive matter. Continuing treating these patients is critical for me staying on course in my learning process and the reason for my correspondence asking for your assistance.

>
> Respectfully,

>
> [REDACTED]

From: [REDACTED]
Sent: Tuesday, May 22, 2018 8:14 PM
To: Moon, Won
Subject: Patient transfers

Dear Dr. Moon,

Thank you for allowing the third year residents to transfer my previous patients back to me. [REDACTED]

[REDACTED]

With the third years transferring cases now, this is a time sensitive matter. Continuing treating these patients is critical for me staying on course in my learning process and the reason for my correspondence asking for your assistance.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Monday, April 9, 2018 4:05 PM
To: Kwak, Jin Hee
Cc: Ting, Kang; Moon, Won; Moore, Francesca
Subject: Re: Patient [REDACTED]

Dear Dr. Kwak,

Per my conversation with Dr. Moon, [REDACTED]. Please confirm, if I need a written permission from the resident currently treating those patients.

Regards,

[REDACTED]

On Apr 9, 2018, at 3:32 PM, Kwak, Jin Hee <jkwak@dentistry.ucla.edu> wrote:

Hello [REDACTED]

I have received a report that [REDACTED]

[REDACTED] Please do this within a week of this email if you have already used their records. For ABO clinical exam though, please note that [REDACTED]

[REDACTED] For any questions or concerns, please meet with Dr. Moon.

Thank you,
Jinny

--
Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Associate Professor & Clinic Director
Section of Orthodontics
UCLA School of Dentistry
CHS 30-121, 10833 Le Conte Avenue
Los Angeles, CA 90095-1668

Tel (Section): 310-825-4384
Tel (Office): 310-206-6305
Tel (Lab): 310-825-3750
Fax: 310-206-5349
Email: jkwak@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, February 19, 2018 1:51 PM
To: Kwak, Jin Hee
Cc: Moon, Won; Ting, Kang; DAISY SANTANDER
Subject: Re: Medi-Cal patient screening

Dear Dr. Kwak,

For patient [REDACTED]
He was properly screened with Dr. Jones. This patient already started treatment.

For patient [REDACTED]
Patient presented to clinic with his current dental student provider. Patient explained that his first option was restorative (veneers) to close a gap he presents between his lower central incisors. He was properly screened with Dr. Hakim and gave him different treatment options, beside restorative.

For patient [REDACTED]
The patient's mother explained that his son recently had a [REDACTED]. She did not want him to start orthodontic treatment right away, and she decided to wait to start treatment. Mother did not want to pay for the screening charge, for that reason we did not sit the patient at the chair.

My priority is to provide optimal patient care to every patient regardless their financial condition. I appreciate your advice and concern.

Respectfully,

[REDACTED]

On Feb 19, 2018, at 1:00 PM, Kwak, Jin Hee <jkwak@dentistry.ucla.edu> wrote:

Hello Dr. [REDACTED]

This is to let you know that we have been receiving information from staffs and patients that you are not properly screening Medi-Cal patients, specifically below patients:

[REDACTED] patient seen on [REDACTED]
[REDACTED] patient seen on [REDACTED]
[REDACTED], patient seen on [REDACTED]

As doctors, we are obligated to provide optimal patient care, including a comprehensive initial exam and educating the patient of their problems and possible treatment methods, regardless of their financial situation and decision to start treatment with us. I am aware that Dr. Moon has met with you recently to ask you to please be fair with patients for doing your due diligence as a resident doctor. Please do work on this so that we do not hear these serious and reasonable complaints from staffs and patients.

All initial exams should accompany full chart notes and faculty supervision and approval. Your chart notes are audited regularly as with all other residents. We hope to not find any deficiencies in your notes.

If you have any question or concerns, please meet with Dr. Moon.

Thank you,
Jinny Kwak

--

Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Associate Professor & Clinic Director
Section of Orthodontics
UCLA School of Dentistry
CHS 30-121, 10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel (Section): 310-825-4384
Tel (Office): 310-206-6305
Tel (Lab): 310-825-3750
Fax: 310-206-5349
Email: jkwak@dentistry.ucla.edu

From: [REDACTED]
Sent: Wednesday, February 14, 2018 7:45 PM
To: Andy Fraser
Cc: Moon, Won
Subject: New Anatomage Licenses

Hi Andy,

I apologize for keep bothering you, this is a follow up of my previous requests from two weeks ago to know if you were able to obtain an Anatomage license code for me.

Please let me know if I can do anything to expedite this process.

Thank you,

[REDACTED]
> On Feb 6, 2018, at 10:36 AM, [REDACTED] wrote:

>

> Hi Andy,

>

> Were you able to get a code for me?

>

> Thank you,

>

> [REDACTED]

>

>> On Feb 1, 2018, at 8:54 AM, Andrew Fraser <[REDACTED]> wrote:

>>

>> Hey Everyone,

>>

>> I have renewed the anatomage licenses for everyone. Full modules and all. In addition, those with Macs will be able to use the newest version released just recently.

>>

>> Please drop by and pick up your license codes.

>>

>> Andy

>>

>> Sent from my iPhone

>>

>> --

>> You received this message because you are subscribed to the Google Groups "UCLA Orthodontics 2020" group.

>> To unsubscribe from this group and stop receiving emails from it, send an email to uclaortho2020+unsubscribe@googlegroups.com.

>> To post to this group, send email to uclaortho2020@googlegroups.com.

>> To view this discussion on the web visit <https://groups.google.com/d/msgid/uclaortho2020/638E9E33-EDEC-4328-A8A0-9380681AFDF9%40gmail.com>.

>> For more options, visit <https://groups.google.com/d/optout>.

>

From: [REDACTED]
Sent: Monday, February 12, 2018 2:33 PM
To: Moon, Won
Subject: ABO Written Examination

Dear Dr. Moon,

I would like to schedule an appointment to take the ABO written examination. I was informed that I will need an affidavit letter from my Program Director to be able to take the exam. Please let me know if you could write this letter on my behalf,

Sincerely,

[REDACTED]

From: [REDACTED]
Sent: Monday, January 15, 2018 3:53 PM
To: Moon, Won
Subject: Re: Clinic

Dear Dr. Moon,

Thank you for meeting with me on January 4 and January 12 . Based on our conversation on January 4, you explained how my previous patients will be handle. Per our conversation, [REDACTED]

Respectfully,
[REDACTED]

> On Jan 12, 2018, at 8:17 AM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

>

>

> Hello,

>

> I will be covering the clinic today. I will see you soon.

>

> won moon

>

> _____

> _____

> Won Moon, DMD, MS

> Diplomate, American Board of Orthodontics Thomas R. Bales Endowed

> Chair in Orthodontics Program Director, Section of Orthodontics

> Director, International Affairs, Section of Orthodontics Associate

> Professor UCLA School of Dentistry Center for Health Science 63-082,

> Box 951668

> 10833 Le Conte Avenue

> Los Angeles, CA 90095-1668

> Tel: 310 825 4705

> Fax: 310 206 5349

> wmoon@dentistry.ucla.edu

>

>

> From: [REDACTED]

> Sent: Thursday, January 11, 2018 9:16 PM

> To: Moon, Won

> Subject: Clinic

>

> Dear Dr. Moon,

>

> Now that I am involved in the clinic for more than a week I would like to meet with you at your earliest convenience to discuss how things are going and some event that had arose since I returned to clinic.

>

> Respectfully,

>

> 

From: [REDACTED]
Sent: Friday, January 5, 2018 2:27 PM
To: Moon, Won
Cc: Kwak, Jin Hee; Moore, Francesca
Subject: Re: Remediation

Dear Dr Moon ,

Thank you for the clarification.

Respectfully,

[REDACTED]

> On Jan 5, 2018, at 2:02 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

>

> Hello,

>

> You do not need to update the records for your comp exam since this will be a first-year level test. [REDACTED]

[REDACTED]

I do not understand your concern about the medical patients. Is your education plan entirely focused on passing the ABO or learning orthodontics? Since the approval process take 4-6 weeks, it will be important to get these medical cases rolling ASAP so that you will have two years to provide treatments for these underprivileged patients. You cannot discriminate these patients just because the process takes time. My suggestion is to take all the patients coming your way, and to work on passing all the requirements while you are not so busy. Our staff will be working hard to accommodate but you must let them follow the policy.

>

> I hope this clarifies your concerns.

>

> Best regards,

>

> won moon

>

>

> _____

> _____
> Won Moon, DMD, MS
> Diplomate, American Board of Orthodontics Thomas R. Bales Endowed
> Chair in Orthodontics Program Director, Section of Orthodontics
> Director, International Affairs, Section of Orthodontics Associate
> Professor UCLA School of Dentistry Center for Health Science 63-082,
> Box 951668
> 10833 Le Conte Avenue
> Los Angeles, CA 90095-1668
> Tel: 310 825 4705
> Fax: 310 206 5349
> wmoon@dentistry.ucla.edu

>
> _____
> From: [REDACTED]
> Sent: Friday, January 05, 2018 10:24 AM
> To: Moon, Won
> Subject: Remediation

>
> Dear Dr. Moon,
>
> Thank you for letting me continue with my orthodontic training. Per our conversation yesterday, I will prepare my Clinical Comps, but I would like to clarify if I need to get updated records of the ABO patients I presented back in August?.

>
> Today, I talked with the front desk staff about the new patients I need to start screening. I was informed that there is no new patients that they can schedule for me right now, also I was told that the first year residents were very busy with the screenings and with your approval front desk can reassign some of the screenings to my schedule.

>
> Another concern I would like to address is the medical patients. Sometimes can take from 4-6 months to start their treatment. Please let me know how can I address this matter.

>
> Respectfully,

>
> [REDACTED]

From: [REDACTED]
Sent: Friday, January 5, 2018 10:24 AM
To: Moon, Won
Subject: Remediation

Dear Dr. Moon,

Thank you for letting me continue with my orthodontic training. Per our conversation yesterday, I will prepare my Clinical Comps, but I would like to clarify if I need to get updated records of the ABO patients I presented back in August?.

Today, I talked with the front desk staff about the new patients I need to start screening. I was informed that there is no new patients that they can schedule for me right now, also I was told that the first year residents were very busy with the screenings and with your approval front desk can reassign some of the screenings to my schedule.

Another concern I would like to address is the medical patients. Sometimes can take from 4-6 months to start their treatment. Please let me know how can I address this matter.

Respectfully,

[REDACTED]

From: [REDACTED]
Sent: Saturday, December 23, 2017 12:56 PM
To: Moon, Won
Cc: Moore, Francesca; Kwak, Jin Hee; Chin, Vina; Tetradis, Sotirios
Subject: Re: Remediation for [REDACTED]

Thank you Dr. Moon, Happy Holidays.

[REDACTED]

On Dec 23, 2017, at 12:44 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Hello,

I am available on Jan 4 (Thursday). How about 10:00 AM?

Happy Holidays..!

Best wishes,

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, December 22, 2017 7:34 PM
To: Moon, Won
Cc: Moore, Francesca; Kwak, Jin Hee; Chin, Vina; Tetradis, Sotirios
Subject: Re: Remediation for [REDACTED]

Dear Dr. Moon,

As we already discussed, I will diligently remediate my OB courses, start a new research project promptly, repeat the clinical comp and improve my clinical evaluations. If possible, I would like to meet with you to discuss some questions I have after the break.

Respectfully,



On Dec 18, 2017, at 8:19 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

FYI

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
Center for Health Science 63-082, Box 951668
10833 Le Conte Avenue
Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu
<Remediation.pdf>

From: [REDACTED]
Sent: Wednesday, October 18, 2017 4:12 PM
To: Ting, Kang
Cc: Moon, Won
Subject: Re: [REDACTED]

Dear Dr, Ting,

Thank you for your prompt respond. I will coordinate with Dr. Moon.

Respectfully,

[REDACTED]

On Oct 17, 2017, at 11:44 PM, Ting, Kang <kting@dentistry.ucla.edu> wrote:

Dear [REDACTED]:

As you know, I am currently on leave without pay. I have no official role in the school until January. Dr. Moon is the acting chair. Dr. Tetrads just made it very clear to me and Dr. Moon that I CANNOT interfere section business till I come back. I can't disobey the chain of commands. Sorry to hear about this. I am not familiar with what happened on August 7 because I was gone in mid July.

Sincerely,

Eric Kang Ting

From: [REDACTED]
Date: Tuesday, October 17, 2017 at 11:26 PM
To: Eric Ting <kting@dentistry.ucla.edu>
Subject: [REDACTED]

Dear Dr. Ting,

This letter is to reach out to you, Chair of the Orthodontic Program, to respectfully request an opportunity to clarify the event that happened on August 7, at the Orthodontic Clinic with Dr. Kwak. Most importantly, it was not my intention to misguide or be disrespectful to Dr. Kwak who was my mentor and guide when I worked at your lab for over 1 1/2 years.

Unfortunately, as you are aware, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

My goal is and always has been, to successfully complete the orthodontic program. I worked hard, and earned your respect, in the past.

Accordingly, please allow me to realize my potential as an orthodontist and complete my education and training with you and faculty at the Orthodontic program.

Please let me know if talking over the phone will be possible so I can answer any questions you might have.

Respectfully,



From: [REDACTED]
Sent: Wednesday, October 4, 2017 6:27 PM
To: Dr. Jin Hee Kwak
Cc: Moore, Francesca; Hong, Christine; Moon, Won
Subject: Re: Surgical comp exam write-up

Dear Dr. Kwak,

My computer crashed last August and got a new computer, unfortunately I could not recover many of my files of my previous computer, among them my Surgical Competency Exam files.

Respectfully,

[REDACTED]

On Oct 3, 2017, at 5:03 PM, Jinny Kwak [REDACTED] wrote:

Hi [REDACTED], please send the file by tomorrow (10/4) morning 10am.

Thank you,

Jinny

Sent from my iPhone

On Oct 2, 2017, at 2:04 PM, Jinny Kwak <[REDACTED]> wrote:

I need the electronic copy, the original writeup. Not the hard copy.
Thanks!
Jinny

Sent from my iPhone

On Oct 2, 2017, at 1:29 PM, [REDACTED] wrote:

Dear Dr. Kwak,

I received your request of a copy of my surgical comp exam write-up. I am confuse because I saw a copy of my surgical exam write-up this morning at the resident room. I would like to verify why a second copy is needed?

Mrs. Francesca Moore made another copy of my surgical exam and she would hand it to you.

Respectfully,

[REDACTED]

On Oct 2, 2017, at 11:11 AM, Jin Hee Kwak
[REDACTED] wrote:

Hi [REDACTED]

Please email me your surgical comp exam write-up file today
before the end of lunch time.

Thank you,

Jinny

--

Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Assistant Professor & Clinic Director
Section of Orthodontics
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Tel (Section): 310-825-4384
Tel (Office): 310-206-6305
Tel (Lab): 310-825-3750
Fax: 310-206-5349
Email: jkwak@dentistry.ucla.edu

From: [REDACTED] >
Sent: Wednesday, August 30, 2017 5:13 PM
To: Moon, Won
Subject: Re: Follow up

Dear Dr. Moon,

Please let me know when you would like to re-schedule my appointment with you. I am available [tomorrow morning](#). Also, I would like to pick up my instruments after clinic hours if possible.

[REDACTED]

On Aug 28, 2017, at 4:47 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

Hello,

I learned that [REDACTED] becomes active as soon as we mail it. It will be better for you to pick it up. I will try to extend it until Wed, but better to do it earlier than 5:00 since everyone is gone by then. How about 3:30? You can bring me [REDACTED] at that time, or pick up your [REDACTED].

won moon

Won Moon, DMD, MS
Diplomate, American Board of Orthodontics
Thomas R. Bales Endowed Chair in Orthodontics
Program Director, Section of Orthodontics
Director, International Affairs, Section of Orthodontics
Associate Professor
UCLA School of Dentistry
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Los Angeles, CA 90095-1668
Tel: 310 825 4705
Fax: 310 206 5349
wmoon@dentistry.ucla.edu

From: [REDACTED]
Sent: Monday, August 28, 2017 4:16 PM
To: Moon, Won
Subject: Follow up

Dear Dr Moon,

Can you give me 2 more days for [REDACTED] (5 pm Wednesday).
This is a very important decision for me to make.
Thank you,

[REDACTED]

From: [REDACTED]
Sent: Wednesday, August 30, 2017 12:18 PM
To: Moon, Won
Subject: Re-schedule appt.

Dear Dr. Moon,

Please let me know when you would like to re-schedule my appointment with you. I am available tomorrow morning.

[REDACTED]

> On Aug 28, 2017, at 4:47 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

>
> Hello,
>
> I learned that [REDACTED] becomes active as soon as we mail it. It will be better for you to pick it up. I will try to extend it until Wed, but better to do it earlier than 5:00 since everyone is gone by then. How about 3:30? You can bring me the [REDACTED] at that time, or pick up your [REDACTED] [REDACTED] for your rights and appeal process.

>
> won moon
>
> _____
> _____
> Won Moon, DMD, MS
> Diplomate, American Board of Orthodontics Thomas R. Bales Endowed
> Chair in Orthodontics Program Director, Section of Orthodontics
> Director, International Affairs, Section of Orthodontics Associate
> Professor UCLA School of Dentistry Center for Health Science 63-082,
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> 10833 Le Conte Avenue
> Los Angeles, CA 90095-1668
> Tel: 310 825 4705
> Fax: 310 206 5349
> wmoon@dentistry.ucla.edu

>
> _____
> From: [REDACTED]
> Sent: Monday, August 28, 2017 4:16 PM
> To: Moon, Won
> Subject: Follow up
>
> Dear Dr Moon,
>
> Can you give me 2 more days for my [REDACTED] (5 pm Wednesday).
> This is a very important decision for me to make.

> Thank you,

>

> 

From: [REDACTED]
Sent: Saturday, August 26, 2017 11:43 PM
To: Ting, Kang; Christine Hong; Kwak, Jin Hee; Moore, Francesca
Cc: Moon, Won
Subject: Fwd: Patient treatment planning

I just notice you were cc on the original mail and want to make sure you were included on my reply.

Begin forwarded message:

From: [REDACTED] >
Subject: Patient treatment planning
Date: August 26, 2017 at 11:18:28 PM PDT
To: "Moon, Won" <wmoon@dentistry.ucla.edu>
Cc: pair Jason [REDACTED]

Dear Dr. Moon:

To address your concern of treating patients without treatment planning, I would like to clarify I always consulted with faculty for treatment planning before starting any patient's treatment. As an example, with Dr Pair I will always email him the patient's composite, including X-rays and my tentative treatment. We will follow up by faculty knowing that patient in person. There have been instances where treatment planning has not been signed right away and has been coordinated with the faculty to be sign at a later time. There are only few instances where we did treatment planning verbally. Always, I had treatment plans in place which have been approved by faculty. Below find my correspondence with Dr. Pair related to some of my patient's treatment planning.

Respectfully,

[REDACTED]

Begin forwarded message:

From: Jason Pair [REDACTED] >
Subject: Re: Treatment Plans
Date: June 19, 2017 at 8:24:20 AM PDT
To: [REDACTED]

1) I like the clincheck
2) for the adult patient I would not even think about exposing that tooth - the xray you sent me is not great but I am sure [REDACTED]
[REDACTED]

[REDACTED]

nage

jason

On Sun, Jun 18, 2017 at 11:03 PM, [REDACTED]

wrote:

Dear Dr. Pair,

Hope you had a great day on Sunday!

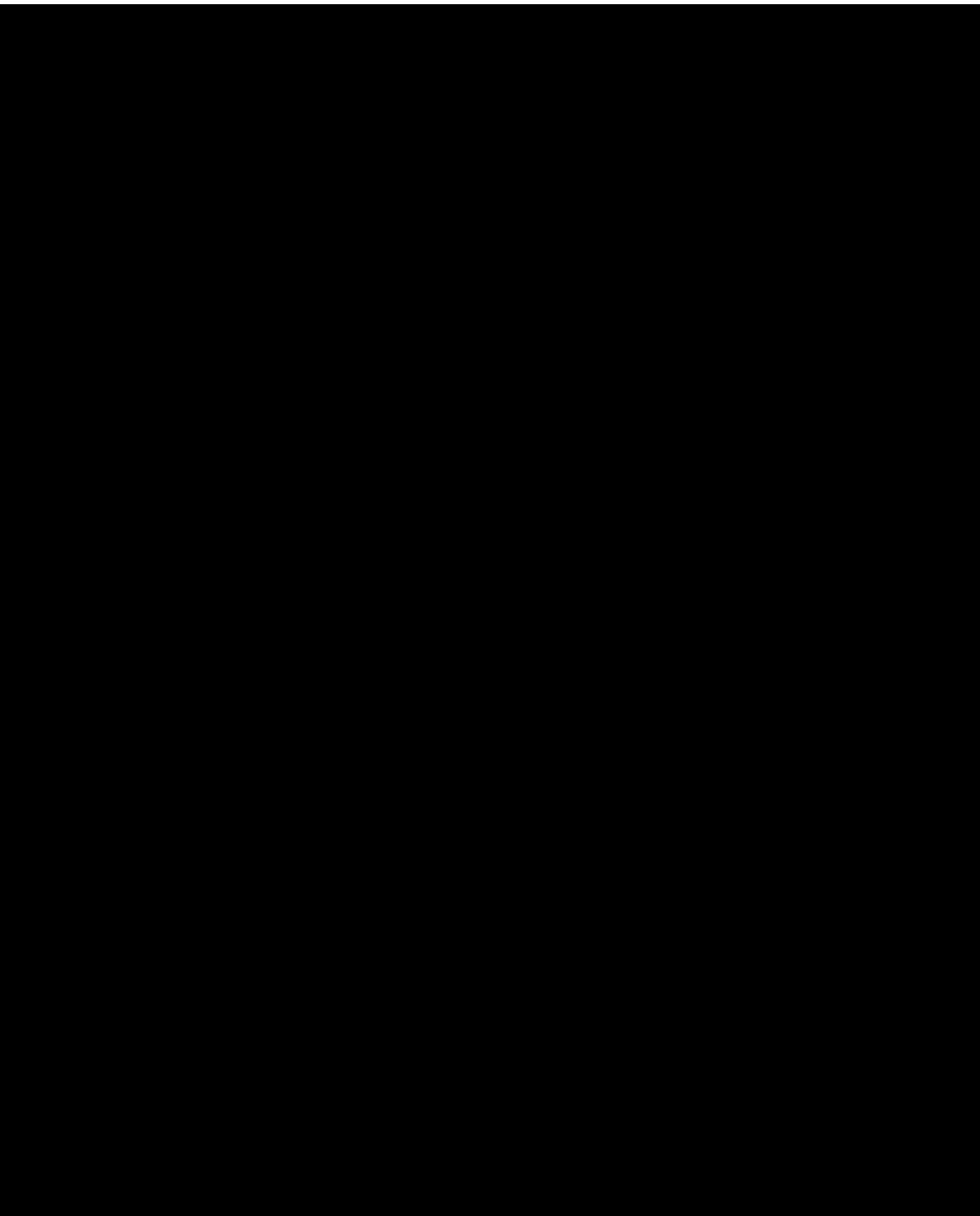
My patient [REDACTED] ([REDACTED] birth date) ClinCheck is ready. Please let me know if you would like to suggest any changes.

Here I am attaching the composite of two patients I would like to treat with you.

Patient [REDACTED] years old):

She present

[REDACTED]



From: [REDACTED] >
Subject: Re: Treatment Plans
Date: June 20, 2017 at 5:30:46 AM PDT
To: Jason Pair [REDACTED]

Hi Dr. Pair,

In the invisalign case, do you think maybe we should have the attachments place on the third tray instead ?

Thank you,

[REDACTED]

On Jun 19, 2017, at 8:24 AM, Jason Pair

[REDACTED] wrote:

1) I like the clincheck

2) for the adult patient I would not even think about exposing that tooth - the xray you sent me is not great but I am sure [REDACTED]

[REDACTED]

jason

On Sun, Jun 18, 2017 at 11:03 PM, [REDACTED]

[REDACTED] wrote:

Dear Dr. Pair,

Hope you had a great day on Sunday!

My patient [REDACTED] (birth date) ClinCheck is ready. Please let me know if you would like to suggest any changes.

Here I am attaching the composite of two patients I would like to treat with you.

Patient [REDACTED] (years old):

She present [REDACTED]

[REDACTED]

<Screen Shot 2017-06-18 at 9.28.50 PM.png>

Patient [REDACTED] years old)

Patient present [REDACTED]

[REDACTED]

Thank you Dr. Pair and looking forward for your advice,

[REDACTED]

<Screen Shot 2017-06-18 at 9.45.09 PM.png>

Begin forwarded message:

From: Jason Pair [REDACTED] >

Subject: Re: Treatment Plans

Date: June 20, 2017 at 7:33:04 AM PDT

To: [REDACTED]

sure that works

On Tue, Jun 20, 2017 at 5:30 AM, [REDACTED]

wrote:

Hi Dr. Pair,

In the invisalign case, do you think maybe we should have the attachments place on the third tray instead ?

Thank you,

[REDACTED]

On Jun 19, 2017, at 8:24 AM, Jason Pair

[REDACTED] > wrote:

1) I like the clincheck

2) for the adult patient I would not even think about exposing that tooth - the xray you sent me is not great but I am sure

[REDACTED]

jason

On Sun, Jun 18, 2017 at 11:03 PM, [REDACTED]

[REDACTED] wrote:

Dear Dr. Pair,

Hope you had a great day on Sunday!

My patient [REDACTED] (birth date) ClinCheck is ready. Please let me know if you would like to suggest any changes.

Here I am attaching the composite of two patients I would like to treat with you.

Patient [REDACTED] years old):

She present

[REDACTED]

<Screen Shot 2017-06-18 at 9.28.50 PM.png>

Patient [REDACTED] years old)

Patient present [REDACTED]

[REDACTED]

Thank you Dr. Pair and looking forward for your advice,

[REDACTED]

<Screen Shot 2017-06-18 at 9.45.09 PM.png>

Begin forwarded message:

From: [REDACTED]
Subject: Treatment Plans
Date: June 18, 2017 at 11:03:54 PM PDT
To: Jason Pair [REDACTED] >

Dear Dr. Pair,

Hope you had a great day on Sunday!

My patient [REDACTED] (birth date) ClinCheck is ready. Please let me know if you would like to suggest any changes.

Here I am attaching the composite of two patients I would like to treat with you.

Patient [REDACTED] years old):

She present

[Redacted text block]

[Large redacted text block]

Patient [redacted] years old)

Patient present

[redacted]

Thank you Dr. Pair and looking forward for your advice,

[redacted]

From: [REDACTED]
Sent: Saturday, August 26, 2017 12:28 PM
To: Moon, Won
Subject: Transfer patient information

Dear Dr. Moon,

Following instructions from Dr. Kwak to transfer patient to my co-residents and to make a list of all the patients under my care, I would like to know on how to proceed about treatment planning that I did recently and that I could not add to the chart notes due to the short frame time before [REDACTED] from clinic.

I have treatment plannings that I think are beneficiary to my patients and my co-residents will know how to proceed.

Waiting for your advice,

[REDACTED]

From: [REDACTED]
Sent: Wednesday, August 23, 2017 8:43 PM
To: Kwak, Jin Hee
Cc: Parker, Sheehan; DAISY SANTANDER; Moon, Won; Moore, Francesca
Subject: Re: [REDACTED] from clinic
Attachments: [REDACTED] Active Patients.xlsx

Dear Dr. Kwak:

Here I am sending the list of patients under my care , to the best of my knowledge:

Thank you,

[REDACTED]

On Aug 23, 2017, at 10:54 AM, Kwak, Jin Hee <jkwak@dentistry.ucla.edu> wrote:

Dear [REDACTED]

Please note that you are [REDACTED] from the orthodontic clinic effective tomorrow, August 24, 2017.

The reason for [REDACTED] is [REDACTED] in patient care.

Please do not resume patient care until further notice.

Daisy - please have the front desk redistribute patients currently scheduled under [REDACTED]

Please make sure to responsibly complete the following:

(1) Start transferring patients starting this afternoon. Work closely with your first year residents, co-residents, and the front desk to do this.

(2) After the clinic today, organize and send us a full list of patients who are under your care.

Please send us before **tomorrow morning 9am.**

- In this list, please specify who are potential board cases and which resident(s) you would like to have treat these patients.

(3) Continue to attend classes and lectures. Please arrive on time. We have been notified that you have been late to class and missing your own presentations.

I know you have a meeting with Dr. Moon this Thursday. If you have any questions or concerns, please discuss with Dr. Moon then.

Thank you,

Jinny Kwak

--

Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Assistant Professor & Clinic Director
Section of Orthodontics
UCLA School of Dentistry
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Tel (Lab): 310-825-3750
Fax: 310-206-5349
Email: jkwak@dentistry.ucla.edu

From: [REDACTED]
Sent: Friday, August 11, 2017 6:18 PM
To: Kwak, Jin Hee
Cc: [REDACTED]; Martin; Moon, Won; Ting, Kang; Moore, Francesca
Subject: Sincere apology

Dear Dr. Kwak,

There is no justification for my actions , my judgment was not correct and I did not follow protocol. Sincerely,I take responsibility for my misjudgment and apologize to you, Dr. Ting, Dr. Moon, Dr. Martz and staff. This is a disappointment to the faculty and I can assure this will not happen again. Going forward, I will follow all the protocols and procedures set by the program. In addition, I will put all efforts to improve in all areas in residency.

With sincerity,

[REDACTED]

On Aug 7, 2017, at 11:45 AM, Kwak, Jin Hee <jkwak@dentistry.ucla.edu> wrote:

Hello [REDACTED]

This is to let you know that I am aware of what really went on with your patient today, [REDACTED] in the hopes to prevent this type of academic [REDACTED] from happening again.

[REDACTED]

[REDACTED]

Please let me know if you need to clarify anything.

Thank you,

Jinny

<IMG_5681.JPG>

--

Jin Hee Kwak, D.D.S., M.S.
Diplomate, American Board of Orthodontics
Assistant Professor & Clinic Director
Section of Orthodontics
UCLA School of Dentistry
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Tel (Section): 310-825-4384
Tel (Office): 310-206-6305
Tel (Lab): 310-825-3750
Fax: 310-206-5349
Email: jkwak@dentistry.ucla.edu

From: [REDACTED]
Sent: Tuesday, March 14, 2017 3:43 PM
To: Moore, Francesca
Cc: Kwak, Jin Hee; Moon, Won
Subject: Re: Sick today

I was able to take care of my patient scheduled at 2:30 pm and I will come back for literature review.

Thank you,

[REDACTED]

> On Mar 14, 2017, at 3:37 PM, Moore, Francesca <fmoore@dentistry.ucla.edu> wrote:

>

> Hello [REDACTED]

> Thank you for this email, I hope that you feel better soon. Are you going to be able to be here for lit review; with you just leaving the clinic now?

> Thanks,

> Francesca

>

> -----Original Message-----

> From: [REDACTED]

> Sent: Tuesday, March 14, 2017 2:21 PM

> To: Moore, Francesca

> Subject: Sick today

>

> Hi Francesca,

>

> Unfortunately I was feeling sick all day today. I was able to take care of my patients this morning but I will need to leave this afternoon. I have a screening and another patient that my co residents will be able to take care of.

> I will be coming back this evening for Literature Review.

> Thank you,

>

> [REDACTED]

>

From: [REDACTED]
Sent: Wednesday, January 4, 2017 10:32 PM
To: Moon, Won
Subject: Info for the [REDACTED] Association of Orthodontists

Dear Dr. Moon,

My colleagues from the [REDACTED] Association of Orthodontists would like to have the information of your MSE course in [REDACTED]. They will contact you directly if they need any other information.

Thank you Dr. Moon,

[REDACTED]

From: [REDACTED]
Sent: Tuesday, October 6, 2015 5:25 PM
To: Moon, Won
Subject: Retroactive Admission
Attachments: LOR-Retroactive-Admissions.docx; LOR-DR.Moon-Oral-Biology.docx

Dear Dr. Moon,

I just talked with [REDACTED] from the Oral Biology Master Program, and she wants to make sure my PI and I understand that if I do the retroactive enrollment at the master program I might need to defend my thesis by Winter or Spring of 2017. Here I am sending you a copy of the letter of recommendation for retroactive admissions, and another copy of letter of recommendation for the Oral Biology Master's Program.

Thank you very much Dr. Moon,

[REDACTED]

From: [REDACTED]
Sent: Thursday, October 1, 2015 12:40 AM
To: Moon, Won
Subject: Letter of Recommendation

Dear Dr Moon,

I have my application ready to apply to the MS Oral Biology Program, would you write a letter of recommendation on my behalf?

Also, I am planning on taking some Oral Biology courses during the fall quarter and I have few questions I would like to ask you if you are available sometime this or next week.

Thank you Dr. Moon

[REDACTED]

> On Sep 30, 2015, at 12:21 PM, Moon, Won <wmoon@dentistry.ucla.edu> wrote:

>

>

> Congratulations..! We celebrate your success together...great work!!

>

> won moon

> _____

> _____

> Won Moon, DMD, MS

> Diplomate, American Board of Orthodontics Thomas R. Bales Endowed

> Chair in Orthodontics Program Director, Section of Orthodontics

> Director, International Affairs, Section of Orthodontics Associate

> Professor UCLA School of Dentistry Center for Health Science 63-082,

> Box 951668

> 10833 Le Conte Avenue

> Los Angeles, CA 90095-1668

> Tel: 310 825 4705

> Fax: 310 206 5349

> wmoon@dentistry.ucla.edu

>

>

> From: [REDACTED]

> Sent: Wednesday, September 30, 2015 12:38 AM

> To: Moon, Won

> Subject: Thank you for the opportunity

>

> Dear Dr. Moon,

>

> It is with great gratitude that I am writing this letter for your support during my ACT Combo track training. You placed your confidence on me, and gave me the opportunity to learn about research and the orthodontic program at UCLA. So far, this has been an amazing experience.

> I look forward to excel as a resident and to become an asset to the program.

>

> Thank you very much Dr. Moon!

>

[REDACTED]