

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

NIKI PARAS, REGINA ROSARIO,	:	
JENNIFER SILLAH, CHRISTIAN	:	
STEPHENS, EVELYN WALLACE, and	:	
TANYA WILDRICK	:	CIVIL ACTION FILE
	:	NO. 22-ev-000181
on behalf of themselves and all others	:	
similarly situated,	:	Class Action
	:	
Plaintiffs,	:	Hon. Patsy Y. Porter
	:	
v.	:	
	:	
DENTAL CARE ALLIANCE, LLC,	:	
	:	
Defendant.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of March 11, 2022, is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiffs Niki Paras, Regina Rosario, Jennifer Sillah, Christian Stephens, Evelyn Wallace, and Tanya Wildrick (collectively “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record Morgan & Morgan Complex Litigation Group and Mason Lietz & Klinger LLP, on the one hand; and (ii) Dental Care Alliance, LLC (“DCA”), by and through its counsel of record, McDonald Hopkins, LLC, on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that in October 2020, DCA became aware of a “cybersecurity incident on its network” that involved “unauthorized activity” occurring “between September 18, 2020 and

October 13, 2020.” Plaintiffs also allege that the information compromised in the incident involved belonged to “patients who sought treatment, or employees who worked for, dental practices that were included in [DCA’s] network, including: (a) patient names, addresses, dental diagnoses, treatment information, account numbers, billing information, bank account numbers, and health insurance data and (b) employee names, Social Security numbers, dates of birth, Employee Identification numbers, and financial account numbers.”

After DCA learned of the Data Incident (as defined below), notification was mailed to approximately 989,000 individuals that their personally identifiable information (or, PII, as defined below) may have been impacted by the Data Incident. Of those approximately 989,000 individuals, approximately 225,000 individuals were notified that their Social Security, financial account, and/or driver’s license numbers may have been accessed. An additional group of potentially affected individuals was notified of the Data Incident through substitute notice. All told, DCA reported to the Office of Civil Rights that 1,723,375 individuals may have been affected by the Data Incident.

Subsequently, Plaintiffs filed a lawsuit, asserting claims against DCA relating to the Data Incident, in the United States District Court for the Northern District of Georgia (the “Federal Action”). DCA denies any wrongdoing and liability in connection with the Data Incident, and maintains that it complied with all applicable law. Nevertheless, the Parties agreed to discuss a potential resolution of the Federal Action. On November 11, 2021, the Parties mediated the Federal Action for a full day with the facilitation of experienced mediator, Bennett Picker, Esq. The Parties were unable to reach accord on all issues at that time, but after multiple additional days of negotiation, on March 11, 2022 the Parties agreed to the terms of a settlement, desiring to resolve the Federal Action rather than continue litigating. As part of the settlement, and out of

concern for potential jurisdictional issues in federal court, the Parties agreed to dismiss the Federal Action and refile the case in Georgia state court for purposes of settlement approval and administration only, thus giving rise to the above-captioned case (the “Litigation”).

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against DCA and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America (“United States,” as defined below) against DCA and the Released Persons relating to the Data Incident.

II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe that the claims asserted in the Litigation, as set forth in the Complaint, have merit. Plaintiffs and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against DCA through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

DCA denies each and all of the claims and contentions alleged against it in the Litigation. DCA denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the

Litigation. Nonetheless, DCA believes that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. DCA has considered the uncertainty and risks inherent in any litigation, and determined that the Litigation should be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and DCA that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

1.3 “Claims Administrator” means KCC Class Action Services, LLC (“KCC”), a company experienced in designing and providing notice to members of a class in a class action, and administering class action claims generally and specifically those of the type provided for and made in data-breach litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶¶ 2.1, 2.2, and 2.3, and shall be the 90th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in Exhibit C attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Class Counsel” means the law firms of Morgan & Morgan Complex Litigation Group and Mason Lietz & Klinger LLP.

1.7 “Court” means the Hon. Patsy Y. Porter of the State Court of Fulton County, Ga.

1.8 “Data Incident” means the network intrusion that potentially resulted in third parties accessing PII between September 18, 2020, and October 13, 2020, and that was discovered by DCA on or about October 11, 2020.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.10 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service

award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.11 “Final Approval Order” means the order granting final approval to the Settlement Agreement. The Settling Parties’ proposed form of Final Approval Order is attached hereto as Exhibit E.

1.12 “Judgment” means a judgment rendered by the Court.

1.13 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B hereto.

1.14 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective, and shall be the 60th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The postmark date shall be evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective, and shall be the 60th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The postmark date shall be evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “PII” means any combination of names, Social Security numbers, home addresses, phone numbers, dates of birth, financial account numbers, Employee Identification numbers,

dental diagnoses, treatment information, billing information, bank account numbers, health insurance data or other sensitive personal information including but not limited to drivers' license information.

1.18 "Plaintiffs" or "Class Representatives" means Niki Paras, Regina Rosario, Jennifer Sillah, Christian Stephens, Evelyn Wallace, and Tanya Wildrick.

1.19 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.20 "Related Entities" means DCA and its allied dental practices, and each of the preceding entities' past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, managers, members, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.21 "Released Claims" shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45, *et seq.*, and all similar statutes in effect in any states in the United States; violations of the Florida and Pennsylvania and similar state consumer protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy;

fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 "Released Persons" means DCA and the Related Entities.

1.23 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.24 "Settlement Class" means all individuals whose PII was accessed in the Data Incident announced by DCA and its allied practices in or after October 2020. The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (ii) Judge Patsy Y. Porter and her staff and family.

1.25 “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

1.26 “Settlement Subclass” means all individuals whose Social Security, financial account, bank account, and/or driver’s license numbers may have been accessed in the Data Incident announced by DCA in or after October 2020.

1.27 “Settlement Subclass Member” means an individual who falls within the definition of the Settlement Subclass. For the avoidance of doubt, Settlement Subclass Members are also Settlement Class Members, and thus references herein to the latter includes the former.

1.28 “Settlement Website” means the website described in ¶ 3.2(c).

1.29 “Settling Parties” means, collectively, DCA and Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in Exhibits A-1 and A-2, attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.31 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed

to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.32 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia and all territories.

1.33 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.6.

2. Settlement Benefits

2.1 Expense & Loss Reimbursement

2.1.1 All Settlement Class Members and Settlement Subclass Members who submit a Valid Claim using the Claim Form are eligible for compensation for documented, unreimbursed out-of-pocket and other monetary losses that are fairly traceable to the Data Incident (“Out-of-Pocket Losses”). Out-of-Pocket Losses would include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of entry of the Preliminary Approval Order; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

2.1.2 For Settlement Class Members who are not Settlement Subclass Members, Out-of-Pocket Losses are subject to a \$2,000 cap per individual.

2.1.3 For Settlement Subclass Members, Out-of-Pocket Losses are subject to a \$5,000 cap per individual. For the sake of clarity, the \$5,000 cap on claims by Settlement Subclass Member is instead of, not in addition to, the \$2,000 cap on claims by Settlement Class Members.

2.1.4 To receive reimbursement for any Out-of-Pocket Losses, Settlement Class Members must submit a Valid Claim using the Claim Form postmarked or submitted online by the Claims Deadline, including required supporting documentation, to the Claims Administrator. Supporting documentation may include receipts or other documentation not “self-prepared” by the claimant that demonstrate the claimed Out-of-Pocket Losses were actually incurred and plausibly arose from the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation. Failure to provide supporting documentation of the Out-

of-Pocket Losses shall result in denial of a claim. Additionally, the Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury.

2.1.5 The Claims Administrator will review all claims for completeness and plausibility, and to ensure any Out-of-Pocket Losses are fairly traceable to the Data Incident.

2.2 Time Reimbursement

2.2.1 Settlement Class Members may make a claim for reimbursement of up to two (2) hours of attested time spent remedying issues related to the Data Incident, but only if at least one (1) full hour was spent.

2.2.2 Settlement Subclass Members also may claim up to two (2) additional hours of time spent related to the Data Incident that is supported by reasonable documentation (*e.g.*, employment records showing time off of work to deal with effects of the Data Incident).

2.2.3 To obtain reimbursement for any such time, Settlement Class Members must: (i) attest subject to penalty of perjury that any claimed lost time was spent related to the Data Incident; and (ii) provide a written description of how the claimed lost time was spent.

2.2.4 The Claims Administrator shall evaluate claims for documented lost time to determine whether the claim is supported by reasonable documentation and whether the lost time is fairly traceable to the Data Incident.

2.2.5 All Valid Claims for lost time will be reimbursed at a rate of \$20 per hour.

2.2.6 Claims made for lost time can be combined with reimbursement for Out-of-Pocket Losses, subject to the \$2,000 and \$5,000 respective aggregate individual caps for claims by Settlement Class Members and Settlement Subclass Members, as set out above.

2.2.7. Any Settlement Class Member seeking time reimbursement as set forth in this Section 2.2 must submit a Valid Claim using the Claim Form postmarked or submitted online by the Claims Deadline.

2.3 Identity and Asset Monitoring.

2.3.1 Settlement Class Members for whom DCA has contact information also will be automatically offered two years of the identity and financial asset protection service known as *Identity Guard* without the need to make any affirmative claim. Settlement Class Members for whom DCA does not have contact information will need to submit a claim using the Claim Form postmarked or submitted online by the Claims Deadline in order to receive an *Identity Guard* activation code. This service is offered in addition to any credit monitoring previously offered by DCA following the Data Incident.

2.3.2 The period for Settlement Class Members to enroll in *Identity Guard* shall begin on the Effective Date and last for 90 days thereafter.

2.4. Cap on Direct Class Relief. DCA's aggregate liability on direct class relief (*i.e.*, the Out-of-Pocket Losses, time reimbursement, and identity and asset monitoring described in ¶¶ 2.1 through 2.3 above) shall be capped at \$3,000,000. In the event the aggregate cost of providing direct class relief (including the cost to provide *Identity Guard*) exceeds \$3,000,000, all claims for Out-of-Pocket Losses and reimbursement of lost time shall be prorated by claimant to bring the aggregate cost of direct class relief within the \$3,000,000 cap.

2.5 Business Practice Changes. DCA represents that it has implemented information security enhancements after the Data Incident in 2020 and 2021, and that it will commit to additional information security enhancements in 2022. These potential measures are identified in a Confidential Appendix A that will be filed under seal with the Court.

2.6 Claims Review and Dispute Resolution

2.6.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1 and time described in ¶ 2.2; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties (through their counsel). If the Settling Parties do not agree with the Claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee, should one be required.

2.6.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable

extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than three (3) months from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and DCA shall have no obligation to pay it.

2.6.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have fifteen (15) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part, for other reasons, then the claim can be referred to the claims referee.

2.6.4 Settlement Class Members shall have thirty (30) days from receipt of any offer of payment from the Claims Administrator to accept or reject the offer. If a Settlement Class Member rejects an offer from the Claims Administrator, the dispute will be submitted to the claims referee within thirty (30) days.

2.6.5 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power

to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.7 Settlement Expenses. All costs for notice to the Settlement Class, costs of Claims Administration, and costs of claims dispute resolution, shall be paid by, or on behalf of, DCA.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class and Subclass. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class and Subclass provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class and Subclass had never been certified, without prejudice to any Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class and Subclass is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are reserved.

3. Preliminary Approval Order

3.1 As soon as practicable after the execution of the Settlement Agreement, Class Counsel and counsel for DCA shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry

of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class and Subclass for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Morgan & Morgan Complex Litigation Group and Mason Lietz & Klinger LLP as Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of a customary form of Short Notice to be sent by U.S. mail and/or electronic mail to Settlement Class Members in a form substantially similar to Exhibit A-1 (for Settlement Class Members who are not Settlement Subclass Members) and Exhibit A-2 (for Settlement Subclass Members), attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notices, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto;
- h) approval of the digital media notification plan described in ¶ 3.2 below; and
- i) appointment of KCC as the Claims Administrator.

3.2 DCA shall pay, or cause to be paid, the costs for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the costs of Claims Administration. Any attorneys' fees, costs, and expenses of Class Counsel, and service awards to the Class Representatives, as approved by the Court, shall be paid by DCA or on its behalf as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information*: Within ten (10) days of entry of the Preliminary Approval Order, DCA shall give the Claims Administrator each Settlement Class Member's name, postal address, and, where reasonably available, e-mail address (collectively, "Class Member Information") that DCA possesses.
- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website*: Prior to the dissemination of the Short Notices, the Claims Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class

Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.

d) *Short Notice*: Within thirty (30) days of entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will commence providing notice to the Settlement Class members, using the appropriate form of Short Notice for members of the Settlement Class and Settlement Subclass, as follows:

- via electronic mail, in the first instance, to the Settlement Class Members for whom DCA provides e-mail addresses. In the event any e-mail to a Settlement Class Member is bounced back or otherwise undeliverable, the postal address for such Settlement Class Member shall be used for notice, with such mailing being postmarked within fourteen (14) days of receipt of notice by the Claims Administrator that the e-mail was not delivered;
- via direct mail to the postal address provided by DCA. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the

Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

- in the event that subsequent to the first mailing of a Short Notice a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- e) Purchasing approximately 55 million internet banner advertisements geo-targeted to adults aged 18 and over in the twenty (20) different states in which DCA maintains an allied dental practice, running for a duration of thirty (30) days;
- f) Publishing, on or before the date of mailing the Long Notice and the Claim Form on the Settlement Website, and maintaining and updating the Settlement Website throughout the claim period;
- g) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions. The Claims Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and

- h) Contemporaneously with seeking Final approval of the Settlement, Class Counsel and DCA shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order.

3.4 Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Any individual wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest the individual’s intent to be excluded from the Settlement Class.

4.2 All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information

identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, located at 185 Central Avenue, SW, Atlanta, GA 30303, and contain the case name and docket number *Paras v. Dental Care Alliance, LLC*, Case No. 22-ev-000181 (the "*Paras Action*"), no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2, and served concurrently therewith upon Class Counsel, John A. Yanchunis, Morgan & Morgan Complex Litigation Group, 201 N. Franklin St., 7th Floor Tampa, FL 33602, and David K. Lietz, Mason Lietz & Klinger LLP, 5101 Wisconsin Avenue, NW, Suite 305 Washington, D.C. 20016; and upon counsel for DCA, Christopher G. Dean, McDonald Hopkins, LLC, 600 Superior Ave East, Suite 2100, Cleveland, Ohio 44114.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement

Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable Georgia appellate rules and not through a collateral attack.

6. Release

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, and Class Counsel shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims, against the Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7. Attorneys' Fees, Costs, and Expenses; Service Award

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon. DCA and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 DCA has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$850,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among themselves.

7.3 Subject to Court approval, DCA has agreed not to object to a request for a service award in the amount of \$1,500 to each named Plaintiff (for a total payment of \$9,000).

7.4 If awarded by the Court, DCA shall pay, or cause to be paid, to Class Counsel the attorneys' fees, costs, expenses, and service awards for Plaintiffs, as set forth above in ¶¶ 7.1, 7.2, and 7.3, within thirty (30) days after the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among themselves and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.1, 2.2, and 2.3. Class Counsel and DCA shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.6. All claims agreed to be paid in full by DCA shall be deemed a Valid Claim.

8.2 Settlement Class Members and Settlement Subclass Members may elect to receive payment on Valid Claims by check, PayPal, or Zelle.

8.3 Payments for Valid Claims shall be transmitted or, in the case of a check, mailed and postmarked within the later of sixty (60) days of the Effective Date or thirty (30) days of the date that the claim is approved.

8.4 Checks will be valid for ninety (90) days from the date of issuance. Upon request, the Claims Administrator will provide counsel with a report on uncashed or cancelled checks.

8.5 All residual funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall revert back to, and be the property of, DCA and/or its insurer at the conclusion of the administration process. Such funds shall be transferred back to DCA or its insurer within 10 business days of the close of the administration period pursuant to wire instructions to be provided by counsel for DCA.

8.6 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.7 No individual shall have any claim against the Claims Administrator, claims referee, DCA, Released Persons, DCA's counsel, Plaintiffs, and/or Class Counsel based on distributions of benefits to Settlement Class Members.

8.8 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and counsel for DCA.

9. Final Approval

9.1 At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final approval of the settlement (the “Final Approval Hearing”) approximately one hundred twenty (120) days after entry of the Preliminary Approval Order.

9.2 At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for final approval of the Settlement Agreement

9.3 At the Final Approval Hearing, the parties will ask the Court to enter the Final Approval Order, the proposed form of which is attached hereto as Exhibit E.

10. Conditions of Settlement; Disapproval, Cancellation, or Termination

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.10.

10.2 If all conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.4 unless Class Counsel and counsel for DCA mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to DCA’s counsel a complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

10.4 In the event that the Settlement Agreement or the releases set forth in ¶ 6.1 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the

Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding anything in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, DCA shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous Provisions

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be

appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. No Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.5 This Agreement contains the entire understanding between DCA and Plaintiffs regarding the payment of the *Paras* Action settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between DCA and Plaintiffs in connection with the payment of the *Paras* Action settlement. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between DCA and Plaintiffs.

11.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.7 Each counsel or other individual executing the Settlement Agreement on behalf of any party hereto hereby warrants that such individual has the full authority to do so.

11.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

11.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.11 All dollar amounts are in United States dollars (USD).


11.12 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive cash benefits from the settlement. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." The Settlement Class Member shall have until ninety

(90) days after the Effective Date to request re-issuance of a check. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and DCA shall have no obligation to make payments to the Settlement Class Member for expense or time reimbursement under ¶¶ 2.1 and 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than ninety (90) days from the Effective Date, requests for re-issuance need not be honored.

11.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

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Niki Paras (Mar 8, 2022 14:35 EST)

Niki Paras

Mar 8, 2022

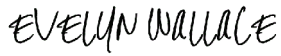
Date:



Jennifer Sillah

3/8/2022

Date:



Evelyn Wallace

3/9/2022

Date:

DENTAL CARE ALLIANCE, LLC

Signature

BY: _____
Name and Title

Date: _____



Regina Rosario

3/9/2022

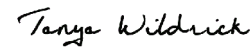
Date:



Christian Stephens

3/8/2022

Date:



Tanya Wildrick

3/9/2022

Date:

Niki Paras

Date:

Regina Rosario

Date:

Jennifer Sillah

Date:

Christian Stephens

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Evelyn Wallace

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Tanya Wildrick

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DENTAL CARE ALLIANCE, LLC

Russell Allen

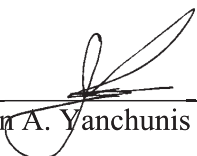
Signature

BY: **Russell Allen** - CFO

Name and Title

Date: **March 11, 2022**


MORGAN & MORGAN COMPLEX LITIGATION GROUP
Attorneys for Plaintiffs and the Settlement Class



John A. Yanchunis

Date: 03/08/2022

MASON LIETZ & KLINGER LLP
Attorneys for Plaintiffs and the Settlement Class



David K. Lietz

Date: March 8, 2022

MCDONALD HOPKINS LLC
Attorney for Dental Care Alliance, LLC

Christopher G. Dean

Date: _____

MORGAN & MORGAN COMPLEX LITIGATION GROUP
Attorneys for Plaintiffs and the Settlement Class

John A. Yanchunis


Date: _____

MASON LIETZ & KLINGER LLP
Attorneys for Plaintiffs and the Settlement Class

David K. Lietz

Date: _____

MCDONALD HOPKINS LLC
Attorney for Dental Care Alliance, LLC



Christopher G. Dean

Date: March 11, 2022