

AMENDED SETTLEMENT AGREEMENT AND RELEASE

Subject to the preliminary and final approval of the Court, and as further set forth below, this Amended Settlement Agreement¹ is made and entered into as of February 27, 2023, provided the Court grants preliminary approval of this agreement on, by or after that date. It is fully executed by all parties by and between, on the one hand, (a) Delta Dental of California (“Delta Dental”), and, on the other hand, (b) named plaintiffs Ahmed Moneim, D.D.S., Charina Bailon, D.D.S., and Joyce Tse, D.D.S. (the “Class Representatives”), individually and on behalf of a class of all Delta Dental participating dentists who had claims submitted, approved and paid by Delta Dental more than 365 days before Delta Dental sent an initial written request or demand for reimbursement of alleged overpayment of such claims at any time from April 6, 2014 to the date of the Court’s Order Granting Preliminary Approval of this Amended Settlement Agreement in the action captioned *Ahmed Moneim, D.D.S., et al. v. Delta Dental of California*, San Francisco Superior Court Case No. CGC-18-565581 (the “Litigation”). Delta Dental and the Class Representatives are collectively referred to herein as the “Settling Parties.”

WHEREAS, 28 C.C.R. § 1300.71 limits certain health care plan provider reimbursement requests or demands to claims initially paid no more than 365 days prior to the reimbursement request itself (*see* 28 C.C.R. § 1300.71(b)(5));

WHEREAS, the Class Representatives, on behalf of themselves and the Class, have challenged certain conduct of Delta Dental as alleged in their Second Amended Complaint filed in the Litigation on October 19, 2018, including but not limited to, that:

1. Delta Dental issued requests or demands for reimbursement of allegedly overpaid claims more than 365 days after the initial dates of payment of those claims;

¹ Capitalized terms are defined either in the text of this Amended Settlement Agreement or in the Definitions Section below.

2. Delta Dental allegedly did not in its initial written requests or demands for reimbursement clearly allege that the alleged overpayments were caused in whole or in part by fraud or misrepresentation on the part of the provider;

3. Delta Dental's conduct, acts and omissions allegedly constitute a breach of the covenant of good faith and fair dealing and/or a violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and

4. Class Members are entitled to all appropriate declaratory, injunctive, and monetary relief caused by the alleged wrongful conduct of Delta Dental;

WHEREAS, on December 21, 2020, the Court issued its Phase I decision in the Litigation in which the Court ruled that the Regulation's 365-day rule applied to the initial written requests or demands for reimbursement that Delta Dental sent to the three Class Representatives;

WHEREAS, Delta Dental disagrees with the Phase I decision, sought its reconsideration and its interlocutory review, and reserves its arguments about it;

WHEREAS, Delta Dental has denied and continues to deny the allegations made by the Class Representatives in the Litigation, that it engaged in any wrongdoing of any kind, or that it violated or breached any law, regulation or duty owed to any Class Representative or Class Member, and further denies that it is liable to, or owes any form of compensation, damages or restitution to anyone with respect to the alleged facts or causes of action asserted in the Litigation;

WHEREAS, the Settling Parties have engaged in more than four years of hard-fought and costly litigation, engaged in extensive motion practice, conducted discovery, engaged experts and contested major factual and legal contentions in the Litigation;

WHEREAS, the Settling Parties thereafter engaged in lengthy arm's-length negotiations with the assistance of a neutral mediator, Mark LeHocky of ADR Services, Inc.,

in an effort to resolve the Litigation, during which the basic terms of this Amended Settlement Agreement were debated and negotiated, and the Settling Parties reached an agreement to resolve all such claims (the “Mediation”);

WHEREAS, based on their analysis of the merits of the claims and the impact of the Amended Settlement Agreement on Class Members, including but not limited to the issues that were the subject of the Mediation described above, and an evaluation of a number of factors including the substantial risks of continued litigation and the possibility that if not settled now the Litigation might result in no relief to the Class whatsoever or might result in a recovery that is less favorable than this Amended Settlement Agreement, the Class Representatives and Class Counsel believe that it is in the interest of all Class Members to resolve finally and completely the potential claims that they may have against Delta Dental based on, arising from, or relating directly to the facts alleged in the Second Amended Complaint and that the terms of the Amended Settlement Agreement are in the best interests of the Class and are fair, reasonable, and adequate to all Class Members;

WHEREAS, Delta Dental is entering into this Amended Settlement Agreement on the terms set forth herein in recognition of and to avoid the risks, burdens, distractions, expense, uncertainties and diversion of resources arising from the Litigation, and to resolve and put to final rest claims based on, arising from, or relating directly to the facts alleged in the Litigation without any admission of liability or wrongdoing whatsoever;

WHEREAS, the Settling Parties have agreed upon: (1) the form of a proposed Long-Form Class Notice (Appendix 1); (2) the form of a proposed Short-Form Class Notice (Appendix 2); (3) a proposed Plan of Allocation and Distribution (Appendix 3); (4) a Class Notice Plan (Appendix 4); (5) the establishment of a qualified settlement fund (Appendix 5), if necessary; and (6) a summary table of dates reflected in this Agreement (Appendix 6);

NOW, THEREFORE, in consideration of the promises, agreements, covenants, representations, and warranties set forth herein, and other good and valuable consideration provided for herein, the Settling Parties agree to a full, final and complete settlement of the Litigation on the following terms and conditions.

I. DEFINITIONS

For purposes of this Amended Settlement Agreement, in addition to terms identified and defined elsewhere in this Amended Settlement Agreement, the following terms shall have the meanings set forth below.

1. “Attorney’s Fees and Expenses” means Class Counsel’s attorney’s fees, expenses, costs, expert fees and costs, and other expenses incurred in connection with the Litigation as described in Section VI.

2. “Class” means “all Delta Dental of California participating dentists, from four years prior to the date of filing of the initial complaint (April 6, 2014) up to [the time the class is preliminarily certified], who had claims submitted, approved and paid by Delta Dental more than 365 days before Delta Dental sent an initial written request or demand for reimbursement of alleged overpayment of such claims.”

3. “Class Counsel” means Ronald P. Goldman, J.E.B. Pickett and Andrew J. Goldman of the Goldman Law Firm.

4. “Class Member” means any person who is a member of the Class.

5. “Class Notice” means the Notice of Class Action Amended Settlement Agreement and Final Approval Hearing. The proposed Long-Form Class Notice, which is attached as Appendix 1, shall be mailed to Class Members, and the proposed Short-Form Class Notice, which is attached as Appendix 2, shall be published on Delta Dental’s website as approved by the Court as set forth in Section II.C below.

6. “Class Administrator” means Delta Dental, which the Settling Parties selected to provide and administer the Class Notice, process objections and opt-out requests and make settlement distributions.

7. “Class Notice Plan” means the plan for sending Class Notices to Class Members, as well as follow up efforts for long-form Class Notices that are returned as undeliverable, including publication notice of the Amended Settlement Agreement, as approved by the Court. A copy of the Class Notice Plan is attached hereto as Appendix 4.

8. “Court” means the Superior Court of California, County of San Francisco.

9. “Days” means calendar days unless otherwise provided.

10. “Delta Dental” means Delta Dental of California and its past and present direct and indirect parents, subsidiaries, divisions, affiliates, members, officers, directors, partners, insurers, employees, agents, attorneys, accountants, all other persons, partnerships or corporations with which any of the former have been, or are now, affiliated and any of the legal representatives of the foregoing (and the predecessors, successors, purchasers, and assigns of each of the foregoing).

11. “Delta Dental’s Counsel” means the law firm of Dechert LLP.

12. “Final Approval” means the occurrence of all of the following events:

a. This Amended Settlement Agreement is finally approved in all respects by the Court;

b. The Court enters a Final Approval Order and Judgment; and

c. The clerk of the Court enters the judgment and a notice of entry of judgment as provided pursuant to California Rule of Court 3.771.

13. “Final Approval Hearing” means the hearing at which the Court will consider the motion for Final Approval of the Amended Settlement Agreement and Judgment.

14. “Final Approval Order and Judgment” means an order granting Final Approval of the Amended Settlement Agreement and entering Judgment.

15. “Objection Deadline” means the date by which a Class Member must submit to the Class Administrator any objection to this Amended Settlement Agreement, which shall be a period of 45 days after the date Class Notice is mailed or such other time as may be set and approved by the Court.

16. “Opt Out Deadline” means the date by which a Class Member must submit to the Class Administrator any request for exclusion from this Settlement, which shall be a period of 45 days after the date Class Notice is mailed or such other time as may be set and approved by the Court.

17. “Opt-Out Thresholds” means the thresholds at which Delta Dental may exercise its right to terminate this Amended Settlement Agreement, as set forth in Section II.E.5 of this Agreement. The Opt-Out Thresholds are (i) 100 or more Class Members who made reimbursement to Delta Dental in whole or in part or (ii) Class Members whose reimbursements (as defined in Appendix 3) amount in total to more than \$720,000.

18. “Plan of Allocation and Distribution” means Class Counsel’s proposed procedure and mechanism by which payments from the Settlement Amount will be allocated and distributed, as provided in Appendix 3, subject to the Court’s approval.

19. “Preliminary Approval Order” means an order granting the Court’s preliminary approval of this Amended Settlement Agreement.

20. “Providers” means Delta Dental of California participating dentists.

21. “Regulation” means 28 C.C.R. § 1300.71 and its parts and subparts.

22. “Released Claims” means those claims specified in Section IV of this Amended Settlement Agreement.

23. “Releasees” and “Released Parties” means Delta Dental and its past and present direct and indirect parents, subsidiaries, divisions, affiliates, members, officers, directors, partners, insurers, employees, agents, attorneys, accountants, all other persons, partnerships or corporations with which the former have been, or are now, affiliated and any of the legal representatives of the foregoing (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing). The term “Releasees” and “Released Parties” includes each individual Releasee or Released Party.

24. “Second Amended Complaint” means the Second Amended Complaint filed in the Litigation on October 19, 2018.

25. “Amended Settlement Agreement,” “Settlement” and “Agreement” refer to this Amended Settlement Agreement and its Appendices.

26. “Amended Settlement Agreement Effective Date” means 61 days after notice of entry of judgment has been provided pursuant to California Rule of Court 3.771. If a notice of appeal is timely filed, the Amended Settlement Agreement Effective Date shall be the date that the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review.

27. “Settlement Amount” means a total amount of two million and eight hundred thousand dollars (\$2,800,000) that Delta Dental shall pay to settle the Litigation as described in Section III.C of this Agreement (including to pay Attorney’s Fees and Expenses and Class Representative service awards as directed by the Court), and which shall be administered and distributed pursuant to this Amended Settlement Agreement, the Plan of Allocation and Distribution set forth in Appendix 3, as approved by the Court, and any other applicable orders of the Court.

28. “Settlement Class” means Class Members who do not opt out of this Amended Settlement Agreement in a timely and valid manner, as provided in Section II.E of this Amended Settlement Agreement.

29. “Settlement Class Member” means each member of the Settlement Class on his or her own behalf and on behalf of any person or entity who claims to possess, or who asserts or attempts to assert in a direct, indirect, derivative or representative capacity any of the Settlement Class Member’s Released Claims.

II. COURT APPROVAL OF SETTLEMENT AGREEMENT AND CLASS NOTICE

A. Confirmation of Certification of the Provisional Class and Appointment of the Class Representatives, Class Counsel and the Class Administrator

1. The Settling Parties agree to seek certification of the Class (as defined above) for settlement purposes only pursuant to California Code of Civil Procedure Section 382 and California Rule of Court 3.769(d).

2. The Settling Parties agree to seek confirmation of the appointment of the Class Representatives (as defined above).

3. The Settling Parties agree to seek an order confirming the appointment of Class Counsel (as defined above).

4. The Settling Parties agree to seek confirmation of the appointment of Delta Dental as the Class Administrator (as defined above).

B. Motion for Preliminary Approval

1. The Settling Parties, Class Counsel and Delta Dental’s Counsel agree to use reasonable and good faith efforts to seek and obtain the Court’s preliminary approval of this Amended Settlement Agreement, including filing necessary motion papers and scheduling any necessary hearings for dates and times that are convenient for the Court.

2. A Motion for Preliminary Approval of this Amended Settlement Agreement shall be filed, pursuant to California Rule of Court 3.769(c), as soon as reasonably possible after this Amended Settlement Agreement is signed by each of the Settling Parties. The Motion shall be filed with this Amended Settlement Agreement (including its Appendices), together with such other materials as may be requested by the Court in connection with its decision regarding preliminary approval of this Amended Settlement Agreement.

3. The Motion for Preliminary Approval will request that the Court enter a Preliminary Approval Order that will:

- a. Preliminarily approve this Amended Settlement Agreement as being within the range of possible final approval, and consistent with due process;
- b. Confirm the definition of the Class and the appointments of the Class Representatives, Class Counsel and the Class Administrator as provided in Section II.A above;
- c. Confirm the provisional certification of the Class for settlement purposes only pursuant to California Rule of Court 3.769(d), and declare that in the event of termination of this Amended Settlement Agreement, certification of the Class shall be automatically vacated and Delta Dental and any Released Party may fully contest certification of any litigation class as though no Class had been certified, and the case shall be restored on the Court's docket in the same procedural and substantive posture that existed immediately preceding the filing of the Motion for Preliminary Approval;
- d. Approve the method of notice to be provided to the Class in substantially the form described in the Class Notice Plan, including using the Long-Form Class Notice and the Short-Form Class Notice in substantially the forms attached as Appendices 1 and 2;

e. Approve the procedures in substantially the form described in the Class Notice Plan and below for Class Members to object to or to opt out of this Amended Settlement Agreement;

f. Approve the Plan of Allocation and Distribution of the Settlement Amount (Appendix 3);

g. Schedule a Final Approval Hearing, in accordance with California Rules of Court 3.769(e)-(g), for a time and date convenient for the Court, at which the Court will conduct an inquiry into the fairness, reasonableness and adequacy of this Amended Settlement Agreement and consider and address any objections to it, and determine whether this Amended Settlement Agreement and the Plan of Allocation and Distribution should be finally approved, whether to approve the Class Representatives' and Class Counsel's request for Attorney's Fees and Expenses pursuant to Section VI, and whether to approve the Class Representatives' request for service awards; and

h. Stay all further proceedings in the Litigation.

C. Class Notice

1. If the Court preliminarily approves this Amended Settlement Agreement, the Class Administrator shall undertake to send the Class Notice to Class Members in accordance with the Class Notice Plan (Appendix 4), California Rules of Court 3.766(d) and 3.769(f) and as ordered by the Court.

2. The Class Administrator will perform the steps required in the Plan of Allocation and Distribution and will cooperate reasonably with Class Counsel and Delta Dental's Counsel to ensure that distributions of the Settlement Amount are made in the manner provided by this Amended Settlement Agreement.

3. The Class Administrator, through Delta Dental's Counsel, has signed and agreed to be bound by the Protective Order entered in the Litigation, shall treat information it

receives or generates in connection with the Class Notice as confidential, and shall use such information solely for the purposes of sending, tracking, administering and providing reports regarding the Class Notice, objections, and opt outs except as otherwise ordered by the Court.

4. Delta Dental shall bear the reasonable fees and expenses associated with serving as the Class Administrator relating to this Amended Settlement Agreement (other than fees and expenses incurred in connection with a Qualified Settlement Fund (Appendix 5), if required, which shall be paid from that fund), and neither Class Counsel nor the Class Representatives shall have any responsibility for these fees and expenses.

D. Objections

1. Any Class Member may object to this Amended Settlement Agreement by submitting to the Class Administrator a written objection that is delivered to the Class Administrator at the address indicated in the Class Notice or mailed and postmarked no later than the Objection Deadline. Instructions for sending an objection will be provided in the Class Notice. For an objection to be considered by the Court, the written objection submitted to the Class Administrator must include the following:

- a. the name of this Litigation;
- b. the Class Member's full name, address, telephone number and Dental Board of California license number;
- c. the date on which the Class Member believes he or she received an initial written request or demand for reimbursement of allegedly overpaid claims based on available records or, if records are not available, to the best of his or her recollection;
- d. a description of the nature of the objection and the grounds for the objection, accompanied by any legal or factual support for the objection known to the Class Member or his or her counsel, if represented by counsel;

e. the identity of counsel who represent the Class Member in connection with the Litigation, if represented by counsel; and

f. the Class Member's signature or the Class Member's counsel's signature, if represented by counsel, and the date of the signature.

2. The right to object must be exercised by a Class Member personally pursuant to the procedure set forth above.

3. The Class Representatives, Class Counsel, Delta Dental, and Delta Dental's Counsel shall not solicit or encourage any Class Member to object to this Settlement.

4. Within ten (10) calendar days after the Objection Deadline, the Class Administrator shall provide to Class Counsel and Delta Dental's Counsel all objections that it has received, a list of Class Members who objected, and a summary of the objections suitable for filing with the Court. Within five (5) calendar days after receiving this information, Class Counsel will file with the Court all objections received from the Class Administrator.

E. Requests to Opt Out or to Be Excluded From this Settlement

1. Any Class Member may opt out of this Amended Settlement Agreement by submitting to the Class Administrator a written request to opt out that is delivered to the Class Administrator at the address indicated in the Class Notice or mailed and postmarked no later than the Opt-Out Deadline. To be effective, the written opt-out request submitted to the Class Administrator must:

a. state the name of the Litigation;

b. state the Class Member's full legal name, address, telephone number and Dental Board of California license number;

c. state the date on which the Class Member believes he or she received an initial written request or demand for reimbursement of allegedly overpaid

claims based on available records or, if records are not available, to the best of his or her recollection;

d. state that the Class Member opts out of this Amended Settlement Agreement; and

e. be signed and dated by the Class Member or his or her counsel, if represented by counsel.

2. The right to opt out must be exercised by a Class Member personally pursuant to the procedure set forth above.

3. Within ten (10) calendar days after the Opt-Out Deadline, the Class Administrator shall provide to Class Counsel and Delta Dental's Counsel all opt-out requests that it has received, a list of Class Members who opted out, and a summary of the opt-out requests suitable for filing with the Court. Class Members who validly and timely opt out are not entitled to any payment or other benefits provided in this Amended Settlement Agreement.

4. Within five (5) calendar days after receiving the information specified in Section II.E.3 above, Class Counsel will file with the Court a list of all Class Members who have opted out of the Settlement.

5. Delta Dental, in its sole discretion, may terminate this Amended Settlement Agreement if either of the Opt-Out Thresholds is exceeded. Within five (5) calendar days after receiving the information specified in Section II.E.3 above, Delta Dental's Counsel and Class Counsel will cooperate in good faith to determine whether either or both of these thresholds have been exceeded. If Delta Dental wishes to terminate the Settlement pursuant to this Section, it shall do so by giving written notice setting forth the basis for its decision to Class Counsel within fifteen (15) calendar days after the Opt-Out Deadline.

6. The Class Representatives, Class Counsel, Delta Dental, and Delta Dental's Counsel shall not solicit, advise or encourage any Class Member to opt out of this Amended Settlement Agreement.

F. Appearance at Final Approval Hearing

1. Any Settlement Class Member who does not opt out or request exclusion, as provided in Section II.E above, may address the Court at the Final Approval Hearing. If a Settlement Class Member seeks to make a substantive objection to the Amended Settlement Agreement or any portion of it at the Final Approval Hearing, he or she must submit a written objection as set forth in Section II.D above.

G. Motion for Final Approval and Judgment

1. Upon the Court's entry of the Preliminary Approval Order, the Settling Parties, Class Counsel, and Delta Dental's Counsel agree to use reasonable and good faith efforts to obtain the Court's Final Approval Order and Judgment, including filing the necessary motion papers and scheduling any necessary hearings for dates and times that are convenient for the Court.

2. Within thirty (30) calendar days after the Objection and Opt-Out Deadlines, Class Counsel shall file with the Court a motion for a Final Approval Order and Judgment that, among other things, will:

- a. Determine that the Court has jurisdiction over the Class Representatives and the Settlement Class;
- b. Determine that the Amended Settlement Agreement and its terms are fair, reasonable and adequate and satisfy the requirements of California Code of Civil Procedure Section 382, California Rule of Court 3.769(g), the Local Rules of the Superior Court for the County of San Francisco, and any other rules that may be applicable;

c. Determine that the Class Notice (a) constituted reasonable and the best practicable notice; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of this action, the terms of this Amended Settlement Agreement, the right to object to this Amended Settlement Agreement, the right to appear at the Final Approval Hearing, and the right to opt out of this Amended Settlement Agreement; (c) constituted due, adequate and sufficient notice to all persons entitled to receive such notice; and (d) met the requirements of due process, the California Code of Civil Procedure, the California Rules of Court, and any other applicable law or rules of court;

d. Incorporate the Amended Settlement Agreement;

e. Set forth the method for allocating and distributing the Settlement Amount as provided in the Plan of Allocation and Distribution approved by the Court;

f. Direct payment of Attorney's Fees and Expenses as provided in Section VI;

g. Direct the payment of service awards to the Class Representatives as provided in Section III.C.2.a;

h. Incorporate the release of the Released Claims as binding and effective as to the Class Representatives and all Settlement Class Members, permanently enjoining the Class Representatives and all Settlement Class Members from asserting any of the Released Claims, and forever discharging the Released Parties from the Released Claims;

i. Reserve for the Court exclusive and continuing jurisdiction over the administration, consummation and enforcement of this Amended Settlement Agreement, including all proceedings both before and after the Amended Settlement Agreement Effective Date, pursuant to California Rule of Court 3.769(h); and

j. Direct that the Final Approval Order and Judgment be entered.

3. If the Court executes a Final Approval Order and Judgment, the Settling Parties will take all necessary steps to ensure that notice of entry of judgment is provided as ordered by the Court pursuant to California Rule of Court 3.771.

4. The Settling Parties may, but are not required to, accept revisions to this Amended Settlement Agreement required by the Court in order to obtain Final Approval of the Settlement.

5. The Class Administrator's affidavit or declaration of compliance with the Class Notice Plan shall be filed with the motion seeking entry of the Final Approval Order and Judgment.

III. CONSIDERATION FOR SETTLEMENT

A. Consideration for Release

1. As consideration for this Amended Settlement Agreement, and in full, complete and final settlement of all Released Claims against Delta Dental and the other Released Parties, Delta Dental agrees to provide the consideration set forth in Sections III.B and III.C below.

B. Declaratory Relief

1. In connection with future written reimbursement request or demand letters to California Providers:

a. If Delta Dental intends to allege Provider fraud or misrepresentation regarding claims initially paid more than 365 days prior to the request or demand, Delta Dental shall so clearly indicate, including by using the word(s) "fraud" and/or "misrepresentation" in one or more of the first three paragraph(s) of the letter;

b. If Delta Dental intends to allege Provider fraud or misrepresentation regarding claims initially paid more than 365 days prior to the request or demand, Delta Dental shall not merely refer to "administrative or bookkeeping

deficiencies” or the like; notwithstanding the above, Delta Dental has the right to refer to such deficiencies in addition to making express allegations of fraud and/or misrepresentation in a single reimbursement request or demand;

c. In its initial reimbursement request or demand, Delta Dental shall inform the Provider how to access its dispute resolution mechanism and shall inform the Provider of the name and address to which the dispute should be submitted and a statement that Section 1371.1 of the California Health and Safety Code requires a Provider to reimburse the plan for an overpayment within 30 working days of receipt by the Provider of the notice of the overpayment unless the Provider contests the overpayment within 30 working days (*see* C.C.R. § 1371.1(b)(2));

d. In its initial reimbursement request or demand, Delta Dental shall include a statement that if the Provider does not make reimbursement of an uncontested overpayment within 30 working days after receipt of the notice, interest shall accrue at a rate of 10 percent per annum (*see* C.C.R. § 1371.1(b)(2)); and

e. Notwithstanding subsections III.B.1(c) and (d) above, at Delta Dental’s discretion it may give Providers more time to contest an overpayment than required by C.C.R. § 1371.1(b)(2)) so long as Delta Dental informs the Provider of the longer period in its initial reimbursement request or demand.

C. Monetary Relief

1. Relinquishment of Certain Outstanding Reimbursement Claims

Delta Dental shall relinquish its right to collect, and shall not collect or attempt to collect, any and all amounts from Settlement Class Members that (a) it has not yet collected, (b) were first sought in connection with a written reimbursement request or demand issued more than 365 days after the initial claim(s) was/were paid and (c) were not expressly alleged to be the result of Provider fraud or misrepresentation in the initial reimbursement request or

demand up to the date of preliminary approval. Notwithstanding the above, if in any given initial written reimbursement request or demand Delta Dental also sought the reimbursement of claims paid within 365 or fewer days, Delta Dental shall not relinquish its right to collect and shall not be required to refrain from collecting or attempting to collect those amounts. The Parties agree that the monetary value of the relinquishment of all outstanding reimbursement claims is approximately \$8,445,213.

Delta Dental further agrees that it will not use the fact that a request for reimbursement had been made to any of the Settlement Class Members in order to deny, hinder or alter any of the membership rights of any of the Settlement Class Members including the right to recredentialing as a Delta Dental Member. Notwithstanding the preceding sentence, Delta Dental shall have the right, in connection with any membership or recredentialing decisions, to take into account the facts or alleged facts underlying any reimbursement request.

2. Settlement Payments

The Settlement Amount to be allocated as set forth in this Amended Settlement Agreement is two-million and eight-hundred thousand dollars (\$2,800,000.00). The Settlement Amount will be used to pay for Attorney's Fees and Expenses as approved by the Court (Section VI) and Class Representative service awards (Section III.C.2.a) as approved by the Court. The remaining balance ("Remaining Balance") shall be allocated and distributed in accordance with the Plan of Allocation and Distribution attached to this Amended Settlement Agreement as Appendix 3.

a. From the Settlement Amount, Delta Dental shall pay a service award to each Class Representative in an amount to be determined by the Court, but in no event greater than three thousand five hundred dollars (\$3,500) per each Class Representative.

b. From the Settlement Amount, Delta Dental shall pay Attorney's Fees and Expenses as approved by the Court pursuant to Section VI below.

c. Delta Dental shall make payments to Settlement Class Members totaling in the aggregate no more than the Remaining Balance pursuant to the Plan of Allocation and Distribution approved by the Court.

d. Under no circumstances shall Class Counsel, the Class Representatives or any Settlement Class Member be permitted to seek any payments from Delta Dental or any Released Party in excess of the amounts provided in Section III.C.2, and under no circumstances shall Delta Dental or any Released Party be required to pay more than the amounts provided in Section III.C.2, for any reason under this Amended Settlement Agreement, including without limitation the operation and administration of a Qualified Settlement Fund, if required (Appendix 5).

3. Allocation of the Settlement Amount to Class Members

a. Class Counsel and Delta Dental's Counsel, working with their expert(s) as appropriate, shall determine the allocation of the Settlement Amount to Class Members and the manner in which it will be distributed pursuant to the Plan of Allocation and Distribution contained in Appendix 3. Counsel for the Settling Parties will confer in good faith to confirm the accuracy of these calculations.

4. Distribution of the Settlement Amount's Remaining Balance

a. Distribution of the Settlement Amount's Remaining Balance shall be made pursuant to the Plan of Allocation and Distribution (Appendix 3).

b. Class Members who opt out of the Settlement shall not receive any distribution from the Settlement Amount.

c. Delta Dental may make the Settlement payments in the form of checks or electronic payments. Distributions shall be completed within 120 calendar days

after the Final Approval Order unless the Settling Parties otherwise agree or the Court so orders upon good cause shown.

d. The Settling Parties agree that they and their counsel have not provided any guidance, advice or opinion regarding the taxability of payments made pursuant to this Amended Settlement Agreement and the Plan of Allocation and Distribution approved by the Court. Neither Delta Dental nor any other Released Party shall have any liability, obligation or responsibility to pay any taxes owed by Settlement Class Members for amounts received pursuant to this Amended Settlement Agreement and the Plan of Allocation and Distribution approved by the Court.

e. Delta Dental's payments pursuant to this Amended Settlement Agreement and the Plan of Allocation and Distribution shall constitute full and complete satisfaction of its obligations under Section III.C.4 to make payments to Settlement Class Members. Settlement Class Members shall not under any circumstances be entitled to any further payment from Delta Dental or any Released Party with respect to any Released Claims.

5. Settlement Amount *Cy Pres* Distribution

a. Any payment from the Settlement Amount that is returned as undeliverable, or which is not cashed or redeemed within 90 days of the date of the payment, shall be treated as a residual of the Settlement Amount. A stop payment order shall be issued for all such checks, and the total funds associated with each such check shall be paid to La Clinica de La Raza, www.laclinica.org, for the provision of dental services. The payment of the *cy pres* award shall be made as soon as reasonably practicable after Delta Dental makes final payments to Settlement Class Members and the Court orders the payment of the *cy pres* award to be made.

6. Administration Fees and Expenses

a. Delta Dental shall be responsible for the payment of fees and expenses relating to administration of the Settlement Amount, unless a Qualified Settlement Fund is established pursuant to Section V of this Amended Settlement Agreement. As provided in Section V below, in the event of an appeal, Delta Dental shall establish a Qualified Settlement Fund, as provided in Appendix 5, into which the Settlement Amount shall be deposited. If a Qualified Settlement Fund is established, as provided in Appendix 5, all fees and expenses relating to the operation and administration of the Qualified Settlement Fund (including but not limited to fees and expenses for any claims administrator and fees and expenses relating to the distribution of the Settlement Amount), currently estimated to be less than \$50,000, shall be paid from the Qualified Settlement Fund and neither Delta Dental, Delta Dental's Counsel, the Class Representatives, nor Class Counsel shall have any responsibility for those fees and expenses.

IV. RELEASE

1. In addition to and not in lieu of the effect of any final judgment entered in accordance with the Amended Settlement Agreement, and in consideration of Delta Dental's agreement to pay the Settlement Amount and for other valuable consideration provided by the Amended Settlement Agreement, each Settlement Class Member hereby expressly and irrevocably waives, and fully, finally, and forever settles, discharges, and releases the Released Parties, from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, derivative, representative, or otherwise in nature, for damages (whether compensatory, consequential, special, statutory or punitive), restitution, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whether directly, indirectly,

derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that are based on, arise from or relate directly to Delta Dental's conduct, acts or omissions alleged in the Second Amended Complaint including without limitation allegations in connection with written requests or demands for reimbursement that (a) Delta Dental's reimbursement requests or demands were time-barred, in whole or in part, including without limitation by the Regulation, (b) Delta Dental requested or demanded that Providers reimburse for claims initially paid more than 365 days prior to Delta Dental's initial reimbursement requests or demands, (c) Delta Dental's initial reimbursement requests or demands did not clearly allege fraud or misrepresentation, (d) Delta Dental did not actually or subjectively believe that Providers committed fraud or misrepresentation, and (e) Delta Dental did not lawfully or appropriately determine that it believed Providers committed fraud or made misrepresentations, including by allegedly employing or using non-California dentists to make such determinations, in whole or in part, or by not reporting Providers to law enforcement officials, the National Practitioner Data Bank or equivalent regardless of when such claims accrue or accrued, for the period through the date the Class is preliminarily certified (the "Release Date") as provided herein (the "Released Claims"). Settlement Class Members shall not, after the Release Date, seek to establish liability against the Released Parties based on, arising from or relating directly to the conduct, acts or omissions asserted in the Second Amended Complaint. Settlement Class Members and the Released Parties agree that the Amended Settlement Agreement may be pleaded as a bar to a lawsuit, arbitration demand or administrative claim, and an injunction may be obtained, preventing any action from being initiated or maintained in any lawsuit, arbitration or administrative proceeding sought to be prosecuted by or on behalf of Settlement Class Members with respect to the Released Claims.

2. In addition to the provisions of Section IV.1, above, each Settlement Class Member expressly agrees that, upon the Release Date, he, she or it waives and forever releases only with respect to the Released Claims defined in Section IV.1 above, any and all provisions, rights and benefits conferred by either (a) Section 1542 of the California Civil Code, which reads:

Section 1542. General release; extent.

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.

or (b) any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Each Settlement Class Member acknowledges that he, she or it may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Release Date, any known or unknown, suspected or unsuspected, contingent or non-contingent claim based on, arising from or relating directly to the conduct, acts or omissions alleged in the Second Amended Complaint, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

V. NOTICE OF APPEAL

1. If a valid notice of appeal of the Court's Final Approval Order and Judgment is timely filed, Delta Dental shall establish a Qualified Settlement Fund into which it shall deposit the Settlement Amount. The procedures to establish any such Qualified Settlement Fund are provided in Appendix 5, subject to the approval of the Court.

VI. ATTORNEY'S FEES AND EXPENSES

1. Class Counsel and the Class Representatives will, no later than fourteen (14) calendar days before the Objection and Opt-Out Deadlines, file a motion seeking the Court's approval of an award of Attorney's Fees and Expenses to Class Counsel in the amount One Million Five Hundred and Seventy-Nine dollars (\$1,000,579.00) consisting of attorney's fees in the amount of \$933,333.00 and expenses in the amount of \$67,246.00 to be paid from the Settlement Amount. Delta Dental agrees not to oppose and to pay an award of Attorney's Fees and Expenses up to the amount set forth above if approved by the Court. Class Counsel, the Class Representatives, and Settlement Class Members agree that the Court's award of Attorney's Fees and Expenses, regardless of the amount awarded, fully satisfies any and all claims for attorney's fees and expenses (including for experts) against Delta Dental or any Released Party, and that they will not seek attorney's fees and expenses (including for experts) in excess of this amount, subject to their right, if any, to challenge on appeal an award of less than the requested amount. Delta Dental also agrees to pay any award of Attorney's Fees and Expenses within sixty (60) days after entry of the Final Approval Order.

2. Upon payment of the Attorney's Fees and Expenses, Class Counsel, the Class Representatives, and Settlement Class Members hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Delta Dental or any Released Party for attorney's fees and expenses (including for experts) associated with the Litigation or Class Counsel's representation of Class Representatives and/or the Class.

VII. TERMINATION OF THIS AMENDED SETTLEMENT AGREEMENT

1. This Amended Settlement Agreement may be terminated by either Delta Dental or Class Counsel by serving on counsel for the opposing party and filing with the

Court a written notice of termination within fourteen (14) days after any of the following occurrences:

- a. The Court requires a modification, amendment or revision to the Settlement;
- b. the Court declines to preliminarily or finally approve the Settlement;
- c. an appellate court reverses the Preliminary Approval Order or the Final Approval Order and Judgment, and the Settlement is not reinstated without a modification, amendment or revision by the Court on remand;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or revises, the Preliminary Approval Order, the Final Approval Order and Judgment, or the Settlement in any way; or
- e. any other ground for termination provided for elsewhere in this Amended Settlement Agreement arises.

2. If this Amended Settlement Agreement does not become effective for any reason, then (a) this Amended Settlement Agreement shall be null and void and of no force and effect (other than the “No Waiver” provision in Section VIII.C, the “Reservation of Rights” provision in Section VIII.E, and the “No Admission” provision in Section VIII.P); (b) Delta Dental shall be relieved of making any payments to the Class Representatives, Settlement Class Members and Class Counsel; (c) if Delta Dental has transferred any funds into the Qualified Settlement Fund those funds shall be returned to Delta Dental with any accrued interest less expenses paid; and (d) any release in this Amended Settlement Agreement shall be of no force or effect. The Litigation will proceed as if no settlement has been attempted, and the Settling Parties shall be returned to their respective procedural postures, *i.e.*, the posture that existed immediately preceding the filing of the Motion for

Preliminary Approval, and the Litigation may proceed as though the parties had not entered into settlement discussions. In such circumstances, Delta Dental expressly retains the right to contest whether the Litigation can or should be maintained as a class action, collective action or representative action, and to contest the merits of claims that have been or may be asserted.

VIII. MISCELLANEOUS

A. Reasonable Efforts

1. The Settling Parties, Class Counsel and Delta Dental's Counsel shall undertake reasonable efforts to timely obtain any required approvals or consents to execute and proceed with this Amended Settlement Agreement and shall execute all documents and perform any additional acts reasonably necessary and proper to effectuate the terms of this Amended Settlement Agreement.

B. Public Statements

1. The Settling Parties will agree on a joint statement concerning the Litigation and the Settlement to be issued when the Motion for Preliminary Approval is filed unless they agree to a different date. The Settling Parties, Class Counsel and Delta Dental's Counsel retain their right to comment on the Litigation and/or respond to inquiries regarding the Litigation but agree to support the Settlement in all public statements, including all statements in court and all statements to the news media.

C. No Waiver

1. Nothing in this Amended Settlement Agreement is intended to waive any right to assert that any information or material is protected from discovery by reason of any individual or common interest privilege, attorney-client privilege, work product protection, or other privilege, protection, or immunity, or is intended to waive any right to contest any such claim of privilege, protection, or immunity.

2. This Section VIII.C shall survive the termination of this Amended Settlement Agreement.

D. Stay of Proceedings

1. The Settling Parties will seek a stay or continued stay of the Litigation while seeking preliminary and final approval of this Amended Settlement Agreement.

E. Reservation of Rights

1. The Settling Parties expressly reserve all of their rights, claims and defenses if this Amended Settlement Agreement does not become final and effective in accordance with the terms of this Amended Settlement Agreement.

2. The Settling Parties, Class Counsel and Delta Dental's Counsel agree that this Amended Settlement Agreement, whether or not it shall become effective, and any and all negotiations, documents and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Delta Dental or any Released Party, or of the truth of any of the claims or allegations contained in the complaints in the Litigation, or any pleading or document; and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Litigation or any other action or proceeding. The Settling Parties, Class Counsel and Delta Dental's Counsel further acknowledge and agree that this Amended Settlement Agreement supersedes any and all negotiations and discussions that led to this Amended Settlement Agreement, and that all such negotiations and discussions are inadmissible in any proceeding, and are fully protected from disclosure by the Settling Parties' agreement governing the Mediation, California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other comparable statute, law, regulation or local rule of court.

3. Class Counsel, the Class Representatives, Class Members, Delta Dental, and Delta Dental's Counsel agree not to cite, in connection with any motion or argument for or against certification of a litigation class or in support of any other representative action against any Released Party, or any other proceedings in this case other than an action to enforce this Amended Settlement Agreement, materials generated or provided in connection with the Mediation or this Amended Settlement Agreement and its Appendices. Each Settling Party, Released Party and Class Member expressly preserves and does not waive any of its, his or her rights or arguments to oppose or support certification of a class and nothing in this Amended Settlement Agreement shall be construed otherwise.

4. This Section VIII.E shall survive any termination of this Amended Settlement Agreement.

F. No Assignment

1. Class Counsel, the Class Representatives, and each Settlement Class Member represents and warrants that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation or other action.

G. Binding Effect

1. This Amended Settlement Agreement shall be binding upon, and inure to the benefit of, the Settling Parties, each Settlement Class Member and each Released Party. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Class Representatives and Class Counsel shall be binding upon all Settlement Class Members.

H. Advice of Counsel

1. The Settling Parties and Settlement Class Members represent and warrant that they have not relied upon or been induced by any representation, statement or disclosure of the other Settling Parties or their attorneys or agents, but have relied upon their own knowledge and judgment and upon the advice and representation of their own counsel in entering into this Agreement. Each Settling Party and Settlement Class Member warrants that it/he/she has carefully read this Amended Settlement Agreement, knows its contents, and has freely entered into it. Each Settling Party, by execution of this Agreement, represents that it/he/she has been represented by independent counsel of its/his/her choice throughout all negotiations preceding the execution of this Amended Settlement Agreement.

I. Integrated Agreement

1. This Amended Settlement Agreement and its Appendices contain the entire, complete, and integrated agreement, and contain each and every term and provision of the Settlement, between and among the Class Representatives and Settlement Class Members, and Delta Dental and the Released Parties. All of the Appendices to this Amended Settlement Agreement are material and integral parts of it and are incorporated by reference as if fully set forth herein. This Amended Settlement Agreement shall not be modified or amended except by a writing signed by the Class Representatives and Delta Dental and approved by the Court. This Amended Settlement Agreement supersedes the Settlement Agreement between and among the Parties dated November 1, 2022 in its entirety.

J. Headings

1. The headings used in this Amended Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Amended Settlement Agreement.

K. No Drafting Presumption

1. Class Counsel and Delta Dental's Counsel have materially participated in the drafting of this Amended Settlement Agreement. No Settling Party shall be considered to be the drafter of this Amended Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

L. Choice of Law

1. All terms of this Amended Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

M. Consent to Jurisdiction and Choice of Exclusive Forum

1. Any and all disputes arising from or related to the Settlement, the Amended Settlement Agreement, or claims administration, including Attorneys' Fees and Expenses, must be brought exclusively in the Civil Division of the Superior Court of California, County of San Francisco (the "Civil Division"). Delta Dental, Class Representatives and each Settlement Class Member hereby irrevocably submits to the exclusive and continuing jurisdiction of the Civil Division for any suit, action, proceeding or dispute arising out of or relating to this Amended Settlement Agreement or the applicability or interpretation of this Amended Settlement Agreement, including, without limitation any suit, action, proceeding or dispute relating to the release provisions herein, except that this paragraph shall not prohibit (a) any Released Party from asserting in the forum in which a claim is brought that the release herein is a defense, in whole or in part, to such claim, or (b) in the event that such a defense is asserted in that forum and the Civil Division determines that it cannot bar the claim, the determination of the merits of the defense in that forum.

N. Enforcement of Settlement

1. Nothing in this Amended Settlement Agreement prevents Delta Dental or any Released Party from enforcing or asserting any release in the Amended Settlement Agreement. Notwithstanding any other provision of this Amended Settlement Agreement, this Amended Settlement Agreement and the releases contained herein may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted by or on behalf of any Class Representative or other Settlement Class Member with respect to any Released Claims and may be filed, offered and received into evidence and otherwise used for such defense. In any action to enforce this Amended Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and expenses.

O. Severability

1. The terms of this Amended Settlement Agreement are not severable, but are interdependent and have been agreed to only as a whole by the Settling Parties, Class Counsel, and Delta Dental's Counsel. If one or more of the provisions of this Amended Settlement Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall terminate the Amended Settlement Agreement unless the Settling Parties mutually agree in writing to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Amended Settlement Agreement, or the Settling Parties mutually agree to modify or amend the Amended Settlement Agreement as provided in Section VIII.I above.

P. No Admission

1. Nothing in this Amended Settlement Agreement shall be construed as an admission in any action or proceeding of any kind whatsoever, whether civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or

authority, at any time, by Delta Dental, any Released Party, Class Representatives, or Class Members, including without limitation that Delta Dental or any Released Party has engaged in any conduct or practices that violate any state or federal statute or other law. Delta Dental denied and continues to deny all allegations in the Litigation that it engaged in any wrongdoing of any kind, or that it violated or breached any law, regulation or duty owed to any Class Representative or Class Member, and further denies that it is liable to, or owes any form of compensation or damages to, anyone with respect to the alleged facts or causes of action asserted in the Litigation.

2. This Section VIII.P shall survive any termination of this Amended Settlement Agreement.

Q. Execution in Counterparts

1. This Amended Settlement Agreement may be executed in counterparts. Facsimile or PDF signatures shall be considered as valid signatures as of the date hereof.

R. Notice

1. Any notice, request, instruction or other document to be given under this Amended Settlement Agreement shall be in writing and (a) shall be delivered personally or (b) sent by overnight delivery and email to the following or their designee:

Class Representatives:

Ronald P. Goldman, Esq.
J.E.B. Pickett, Esq.
Andrew J. Goldman, Esq.
The Goldman Law Firm
Merchant Bank Building
55 Main Street
Tiburon, CA 94920
415-435-5500
snakebit@goldmanlawfirm.net
jpickett@goldmanlawfirm.net
sundance@goldmanlawfirm.net

Class Counsel:

Ronald P. Goldman, Esq.
J.E.B. Pickett, Esq.
Andrew J. Goldman, Esq.
The Goldman Law Firm
Merchant Bank Building
55 Main Street
Tiburon, CA 94920
415-435-5500
snakebit@goldmanlawfirm.net
jpickett@goldmanlawfirm.net
sundance@goldmanlawfirm.net

Delta Dental of California:

Michael Hankinson, Esq.
Galen Sorrells, Esq.
Delta Dental
560 Mission Street, Suite 1300
San Francisco, CA 94105
(415) 972-8300
mhankinson@delta.org
gsorrells@delta.org

Delta Dental's Counsel:

Howard M. Ullman, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Howard.ullman@dechert.com

Russell Cohen, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Russ.cohen@dechert.com

IN WITNESS WHEREOF, the Settling Parties hereto have agreed to this Amended Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

Dated: February __, 2023

By: _____
Ahmed Moneim, D.D.S.

Dated: February __, 2023

By: _____
Charina Bailon, D.D.S.

Dated: February __, 2023

By: _____
Joyce Tse, D.D.S.

Dated: February 27, 2023

THE GOLDMAN LAW FIRM

By: Ronald P. Goldman
Ronald P. Goldman
Attorneys for the Plaintiff Class and
for Ahmed Moneim, D.D.S., Charina
Bailon, D.D.S. and Joyce Tse, D.D.S.
individually and as Class
Representatives

Dated: February __, 2023

Delta Dental of California

By: _____
Sarah Chavarria, President

Delta Dental's Counsel:

Howard M. Ullman, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Howard.ullman@dechert.com

Russell Cohen, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Russ.cohen@dechert.com

IN WITNESS WHEREOF, the Settling Parties hereto have agreed to this Amended Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

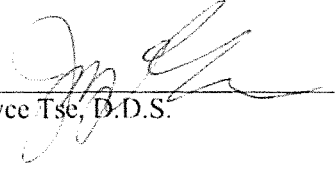
Dated: February __, 2023

By: _____
Ahmed Moneim, D.D.S.

Dated: February __, 2023

By: _____
Charina Bailon, D.D.S.

Dated: February 22, 2023

By: 
Joyce Tse, D.D.S.

Dated: February __, 2023

THE GOLDMAN LAW FIRM

By: _____
Ronald P. Goldman
Attorneys for the Plaintiff Class and
for Ahmed Moneim, D.D.S., Charina
Bailon, D.D.S. and Joyce Tse, D.D.S.
individually and as Class
Representatives

Dated: February __, 2023

Delta Dental of California

By: _____
Sarah Chavarria, President

Delta Dental's Counsel:

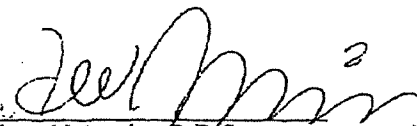
Howard M. Ullman, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Howard.ullmani@dechert.com

Russell Cohen, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Russ.cohen@dechert.com

IN WITNESS WHEREOF, the Settling Parties hereto have agreed to this Amended Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

Dated: February 17, 2023

By: 
Ahmed Moneim, D.D.S.

Dated: February __, 2023

By: _____
Charina Bailon, D.D.S.

Dated: February __, 2023

By: _____
Joyce Tse, D.D.S.

Dated: February __, 2023

THE GOLDMAN LAW FIRM

By: _____
Ronald P. Goldman
Attorneys for the Plaintiff Class and
for Ahmed Moneim, D.D.S., Charina
Bailon, D.D.S. and Joyce Tse, D.D.S.
individually and as Class
Representatives

Dated: February __, 2023

Delta Dental of California

By: _____
Sarah Chavarria, President

Delta Dental's Counsel:

Howard M. Ullman, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Howard.ullman@dechert.com

Russell Cohen, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Russ.cohen@dechert.com

IN WITNESS WHEREOF, the Settling Parties hereto have agreed to this Amended Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

Dated: February __, 2023

By: _____
Ahmed Moneim, D.D.S.

Dated: February 27, 2023

By: Charina K. Bailon
Charina Bailon, D.D.S.

Dated: February __, 2023

By: _____
Joyce Tse, D.D.S.

Dated: February __, 2023

THE GOLDMAN LAW FIRM

By: _____
Ronald P. Goldman
Attorneys for the Plaintiff Class and
for Ahmed Moneim, D.D.S., Charina
Bailon, D.D.S. and Joyce Tse, D.D.S.
individually and as Class
Representatives

Dated: February __, 2023

Delta Dental of California

By: _____
Sarah Chavarria, President

Delta Dental's Counsel:

Howard M. Ullman, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Howard.ullman@dechert.com

Russell Cohen, Esq.
Dechert LLP
1 Bush Street, Suite 1600
San Francisco, CA 94104
Russ.cohen@dechert.com

IN WITNESS WHEREOF, the Settling Parties hereto have agreed to this Amended Settlement Agreement on the date first herein above written.

ACCEPTED AND AGREED:

Dated: February __, 2023

By: _____
Ahmed Moneim, D.D.S.

Dated: February __, 2023

By: _____
Charina Bailon, D.D.S.

Dated: February __, 2023

By: _____
Joyce Tse, D.D.S.

Dated: February __, 2023

THE GOLDMAN LAW FIRM

By: _____
Ronald P. Goldman
Attorneys for the Plaintiff Class and
for Ahmed Moneim, D.D.S., Charina
Bailon, D.D.S. and Joyce Tse, D.D.S.
individually and as Class
Representatives

Dated: February 27, 2023

Delta Dental of California

By: Sarah Chavarria
Sarah Chavarria, President

Dated: February 27, 2023

DECHERT LLP

By: Howard M. Ullman
Howard M. Ullman
Attorneys for
Defendant Delta
Dental of California