

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is entered by and between Defendant Willamette Dental Group, P.C. (“The Company”), and the named Plaintiffs Aurora Dagupion, Jarquatta DelosSantos, and Patricia Fraidenburg (“Plaintiffs”), who are acting both individually and in their capacity as the class representatives for a class defined in the class action entitled *Aurora Dagupion et al. v. Willamette Dental Group, P.C.*, Pierce County Superior Court, Case No. 22-2-05001-8 (the “Case”). The Company and Plaintiffs are collectively referred to as the “Parties.”

Prior Subclass Payments.

After the Case was brought, but before the class was certified, The Company conducted an investigation to determine whether any of its employees had missed their rest breaks or meal periods as alleged in the Case. The Company learned that approximately 200 employees believed that they missed rest breaks or meal periods during the class period. The Company asked each of these employees the number of rest breaks or meal periods they missed and, assuming that number to be true, offered to pay each employee for the rest breaks or meal periods they claimed they missed in exchange for the employee’s execution of a release fully and finally resolving any and all wage claims against The Company. One hundred sixty-nine employees accepted the payment and signed the release. The Company paid a total of Three Hundred Seventeen Thousand Six Hundred Forty-Eight Dollars and Seventy-Eight Cents (\$317,648.78) to the employees who signed releases. Employees who received a total of Forty-Six Thousand Eight Hundred Fifty-Two Dollars and Eleven Cents (\$46,852.11) subsequently opted out of the class. Class Members who received a total of Two Hundred Seventy Thousand Seven Hundred Ninety-Six Dollars and Sixty-Seven Cents (\$270,796.67) did not opt out of the Class and are eligible to receive settlement payments pursuant to this Agreement. Employees who received a payment as discussed in this paragraph and did not opt out have been defined by the Court and this Agreement as Subclass Members. To ensure that no Subclass Members receive a windfall at the expense of The Company or an amount that is not equitable considering the amounts received by other Class Members under this Agreement, payments otherwise paid to Subclass Members shall be offset by the amount of the payments previously received by Subclass Members.

II. Class Certification.

The Parties agree this Case has been certified on December 16, 2022, and will be finally adjudicated as a class action on behalf of the Class and Subclass as defined in the Case.

III. Investigations and Due Diligence.

The Parties have conducted substantial formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed and deposed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, financial data, and other information concerning the composition of the Class and the merits and possible extent

of Plaintiffs' claims and The Company's defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations and in connection therewith outlined the conceptual terms of the Settlement during a June 19, 2023, mediation before Lou Peterson, of Hillis Clark Martin & Peterson P.S. All of the Parties' settlement negotiations have been conducted in good faith and at arm's length. Through the Parties' investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiffs believe are in the best interest of the Class Members. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. The Company's Denials of Wrongdoing and Non-Admissions of Allegations.

The Company has denied and continues to deny each of the claims and contentions alleged by Plaintiffs on their own behalf and on behalf of all Members of the Class. The Company has claimed, and continues to claim, that the releases signed by Subclass Members in exchange for the Prior Subclass Payments are enforceable. The Company has asserted, and continues to assert, defenses as if it were to proceed through litigation instead of settlement. Furthermore, The Company has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, nor any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession, or indication by or against The Company of any fault, wrongdoing, or liability whatsoever. The Company expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then The Company would have continued to vigorously defend against Plaintiffs' claims including requesting a full defense verdict at trial. The Company agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal.

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **"Effective Date"** means three (3) days after the date when both (1) the Settlement has been finally approved by the Superior Court and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (i) 31 days calendar following the Superior Court's entry of an order granting final approval of the Settlement; or (ii) if an appeal is timely filed or other appellate review is sought, the date the mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

b. “**Settlement**” means the settlement reached by the Parties through the negotiation process described in Paragraph IV above and reduced to a CR 2A Agreement.

c. “**Settlement Administrator**” means CPT Group Class Action Administrators, subject to the Superior Court’s approval.

d. “**Class**” and/or “**Class Members**” both mean all who did not previously timely and affirmatively opt out following the Pierce County Superior Court’s class certification on December 16, 2022 and notice period, including all individuals who were employed by The Company at any time from March 2, 2019 to August 4, 2023, in a staff position at a dental clinic in Washington State, including but not limited to: patient care advocates, dental assistants, and dental hygienists.

e. “**Subclass**” and/or “**Subclass Members**” both mean Class Members who, subsequent to the filing of the original class action complaint, received a Prior Subclass Payment from The Company in exchange for the execution of a release in the form attached hereto as **Exhibit A**, and who have not opted out of the class. A list of every Subclass Member and the amount of the Prior Subclass Payment they received is attached hereto as **Exhibit B**.

f. “**Settlement Class Period**” means the period from March 2, 2019, through the date of preliminary approval or August 4, 2023, whichever is sooner.

g. The “**Notice of Settlement**” means the form attached as **Exhibit C**.

h. The “**Initial Mailing Date**” is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Class Members.

i. The “**Notice Deadline**” is forty-five (45) calendar days after the Initial Mailing Date.

j. “**Class Counsel**” means Entente Law PLLC.

k. “**Class Fund**” means the aggregate, gross amount the Parties propose be paid to the Class as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated by subtracting the Court-approved Service Award, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate, gross amount paid to the Class as part of the Settlement of this Case is estimated to be no less than Two Million Five Hundred Seventy-Nine Thousand Dollars (\$2,579,000) inclusive of The Company’s employer-side share of FICA, FUTA, and other similar, mandatory employer side payroll taxes (believed to be in the range of \$73,900) and the Prior Subclass Payments (which total \$270,796.67).

l. “**Settlement Awards**” means the amounts the Parties propose be paid to members of the Class pursuant to this Agreement, deducted by the Prior Subclass Payment, if applicable.

m. “**Service Award**” means the amount the Parties propose be paid to Plaintiffs as a service award in recognition of their efforts in prosecuting the Case. Subject to approval by

the Superior Court, the amount paid to each Plaintiff, Aurora Dagupion, Jarquatta DeloSantos, and Patricia Fraidenburg, for their service award shall be Twelve Thousand Dollars (\$12,000).

n. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement shall be approximately Twenty Thousand Dollars (\$20,000).

o. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs in connection with their prosecution and settlement of the Case. The proposed award for attorney’s fees is thirty percent (30%) of the Maximum Settlement Amount, or One Million One Hundred Forty Thousand Dollars (\$1,140,000). The proposed award for costs incurred by Class Counsel is Twenty-Five Thousand Dollars (\$25,000). The proposed amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs are subject to approval by the Superior Court.

p. **“Maximum Settlement Amount”** means the maximum amount of the Settlement, which is the sum of Three Million Eight Hundred Thousand Dollars (\$3,800,000). The Maximum Settlement Amount includes within it the total amount of the Prior Subclass Payments paid to Subclass Members who have not opted out of the class, which totals \$270,796.67. The Prior Subclass Payments operate as a credit to The Company toward the total amount The Company must pay pursuant to this Settlement, meaning that The Company must pay Three Million Five Hundred Twenty-Nine Thousand Two Hundred Three Dollars and Thirty-Three Cents (\$3,529,203.33). The Maximum Settlement Amount also includes within it any of The Company’s employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes. In no event shall the Maximum Settlement Amount exceed the foregoing sum.

q. **“Released Parties”** as released through the Releases described in Section VI.2., below, includes not only The Company, but also its predecessors, successors, parents, subsidiaries, affiliates, owners, officers, directors, employees, members, shareholders, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

r. **“Released Claims”** means all claims raised or that could have been raised based on the facts alleged in the First Amended Class Action Complaint through the date of preliminary approval or August 4, 2023, whichever is sooner. For clarity, this includes, but is not limited to, the release from any claims, loss, or damage sustained by Plaintiffs or the Class Members based on federal, state, or local laws pertaining to unpaid wages, unpaid meal time, unpaid overtime, unpaid rest breaks, late meal periods, late rest breaks, failure to comply with any timekeeping or recordkeeping requirements, failure to allow rest and meal periods that comply with WAC 296-126, RCW 49.48, RCW 49.46, RCW 49.52, exemplary damages, interest, fees, costs, attorneys’ fees and all other claims and allegations made in the Case, or any assertion of rights relating to any of the foregoing.

s. **“Subclass Reduction”** means each Subclass Member’s award pursuant to this Agreement will be reduced by the Prior Subclass Payment prior to payment to the Subclass Member. If the Prior Subclass Payment is equal to or greater than the Settlement Award, that

Subclass Member shall receive no payment pursuant to this Agreement, including no Minimum Settlement Award.

t. **“Minimum Settlement Award”** means each Class and Subclass Member shall receive a minimum settlement award of One Hundred Dollars (\$100). No Subclass Member who received a Prior Subclass Payment that is equal to or greater than what would otherwise be the Subclass Member’s Settlement Award shall receive a Minimum Settlement Award.

u. **“Prior Subclass Payment”** means the amount a Subclass Member who has not opted out of the Class received earlier on in the litigation from The Company in exchange for that Subclass Member’s execution of a release.

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiffs Aurora Dagupion, Jarquatta DeloSantos, and Patricia Fraidenburg and all members of the Class and Subclass of all Released Claims.

3. Payment by The Company.

Subject to approval of the Settlement by the Superior Court, The Company agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator for purposes of processing the Settlement and paying the Service Awards, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, and the Settlement Awards. The Company will not be responsible for making any additional payments, whether to the Class Members, to Plaintiffs Aurora Dagupion, Jarquatta DeloSantos, and Patricia Fraidenburg, to Class Counsel, to the Settlement Administrator, or otherwise. By funding the QSF, The Company will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Class Members, to Plaintiffs Aurora Dagupion, Jarquatta DeloSantos, and Patricia Fraidenburg, to Class Counsel, or to the Settlement Administrator or otherwise.

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of Settlement Awards for Class Members will be made by Class Counsel based on the Prior Subclass Payments and records that have been or will be submitted to Class Counsel by The Company, which records are presumed to be accurate. The Company will provide data to Class Counsel reasonably necessary for the calculation of the Settlement Awards in the form of an Excel spreadsheet (or spreadsheets), which shall contain data for all time each Class Member worked as an hourly, non-exempt employee in the State of Washington during the Settlement Class Period. To the extent not already produced to Class Counsel, The Company shall provide the Excel spreadsheet(s) containing the foregoing data to Class Counsel within thirty (30) days after this Agreement is preliminarily approved by the Superior Court. Any data provided to Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law, or Court order.

b. Class Counsel shall be responsible for calculating the amounts of the Settlement Awards for Class and Subclass Members in conformity with this Agreement. Each Class Member shall receive the Minimum Settlement Award, but no Subclass Member shall be entitled to a Minimum Settlement Award if that Subclass Member's Settlement Award is equal to or less than that Subclass Member's Prior Subclass Payment. The remaining monies from the Class Fund will be allocated to individual Class Members pro rata by dividing each Class Member's W-2 wages paid by The Company for hours worked in the State of Washington in hourly-paid positions during the Settlement Class Period by the total W-2 wages paid by The Company for hours worked in the State of Washington in hourly-paid positions during the Settlement Class Period and then multiplying the resulting ratio by the amount of the Class Fund.

c. Class Counsel shall provide The Company and the Settlement Administrator with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Class Members. The Company and the Settlement Administrator shall have ten (10) days after receiving this electronic report to review Class Counsel's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to Class Counsel. Thereafter, the Parties shall confer within five (5) days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and the Settlement Administrator shall report these amounts to the taxing authorities and the Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated as non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Class Members. The Settlement Administrator shall also be responsible for issuing IRS Form 1099s to Class Members. The Company shall have no responsibility for issuing IRS Form 1099s to Class Members.

e. **Payment of Employer-Side Payroll Taxes.** The Settlement Administrator shall calculate and pay from the Class Fund, the employer share of the payroll taxes associated with the W-2 payments made to Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer paid, federal, Washington state, or local taxes). The Settlement Administrator shall also be responsible for issuing W-2s to Class Members. The Company shall have no responsibility for issuing W-2s to Class Members.

5. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than thirty percent (30%) of the Maximum Settlement Amount (i.e., One Million One Hundred Forty Thousand Dollars (\$1,140,000)), plus up to an additional Twenty-Five Thousand Dollars (\$25,000) for actual litigation costs.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiffs Aurora Dagupion, Jarquatta DelosSantos, and Patricia Fraidenburg shall each receive a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiffs by the Settlement Administrator. Subject to approval by the Superior Court, the amount paid to each of Plaintiffs Aurora Dagupion, Jarquatta DelosSantos, and Patricia Fraidenburg for their service awards shall be Twelve Thousand Dollars (\$12,000).

7. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Class, tracking and responding to any inquiries made by any member of the Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a QSF pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to The Company, and issuing the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and The Company, which data shall be presumed to be correct. In addition to the data described in Section VI.4., above, The Company shall, within thirty (30) days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Class: (i) name; (ii) last known address; (iii) last known telephone (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); and (v) social security number. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. Each Class Member will automatically be eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide The Company and Class Counsel with (1) an electronic report setting forth the names and identities of all Class Members and (2) copies of all objections returned or received. The Settlement Administrator shall retain the originals of all objections received, along with their envelopes.

d. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of approximately Twenty Thousand Dollars (\$20,000). The costs, fees, and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

8. Notice/Approval of Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, notifying the members of the Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Class Members:

a. If it hasn't already been done, Class Counsel shall file a motion with the Superior Court (to be heard on August 4, 2023, or the earliest date thereafter the Superior Court has available) to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order"). Class Counsel shall provide The Company with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) business days before the motion is filed. Plaintiffs agree to consider in good faith all comments of The Company on the draft. The Company will not oppose Plaintiffs' motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within thirty (30) calendar days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Class Members by regular mail and email.

(2) The Notice of Settlement shall provide that Class Members who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall advise Class Members that they need to do nothing in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Class Members to object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may

mail or email a Notice of Settlement to a Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Class Member's request for the same.

f. The Notice of Settlement will include an estimated award for each Class and Subclass member. Class Counsel will calculate the estimated settlement payout for each Class and Subclass member.

g. Within the later of twenty one (21) calendar days after the Notice Deadline, or seven (7) calendar days following resolution of challenge as set forth in Section IV.8.c., above, Class Counsel shall file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to provide the Court with copies of all written objections received from any Class Member with copies of their envelopes, and to respond to any objections to the settlement.

h. Subject to the Superior Court's availability and direction but no sooner than thirty (30) business days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to Plaintiffs. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses or costs to any Party except as provided herein.

i. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post Final Judgment matters as may be appropriate under Court rules.

j. Within ten (10) business days after the Effective Date, The Company shall initiate a transfer of the Maximum Settlement Amount into the QSF. The QSF will hold all funds transferred by The Company pending the issuance of the Settlement Awards to Class Members. Until the date that The Company's funding of the QSF is due, The Company shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadline.

k. Within three (3) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail checks or effectuate wire transfers for the Service Awards, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award to the respective recipients thereof. Within ten (10) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Class Member shall include an amount for wages and a separate amount for non-wages (penalties, enhancements, and prejudgment interest). The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W 2 for each amount for wages. The non-wages (penalties, enhancements, and prejudgment interest) amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked

“Other Income”) issued by the Settlement Administrator. Using the funds transferred into the QSF, the Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Class Members, including the employer’s share of FICA, Medicare, FUTA (if applicable), and any other employer paid, federal, Washington state, and local requirements.

l. No later than one hundred sixty (160) calendar days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court’s jurisdiction over the Case.

m. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skiptrace” search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Class Member, The Company shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Class Members and which, if any, checks to Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide The Company with copies of all IRS Forms W 2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by The Company including, but not limited to, documentation showing the amounts of employer-side taxes deducted from the wage payments to the Class Members. If any checks to Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Class Member’s name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). The Company will not receive funds from any uncashed checks.

n. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court’s Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. No Effect on Employee Benefits.

This Settlement, and any payments made thereunder to Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Class Members.

10. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among the Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiffs and The Company believe that this is a fair, reasonable and adequate settlement, and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

h. Class Counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court. The notice website shall be made available (for review and comment) to The Company five (5) business days in advance of making it available to the public. And Class Counsel shall consider in good faith any edits, concerns, or suggestions raised by The Company before the notice website is shared with the public or the Class Members.

i. The Parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

j. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.


IT IS SO AGREED.

Signature Page to Follow

**COUNSEL FOR PLAINTIFFS
AND CLASS COUNSEL**

**COUNSEL FOR DEFENDANT
WILLAMETTE DENTAL GROUP, P.C.**

ENTENTE LAW PLLC

DocuSigned by:

ADB1880915054FF...

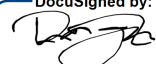
James B. Pizl, WSBA #28969
Justin O. Abbasi, WSBA #53582
Ari M. Robbins Greene, WSBA #54201
7/27/2023

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

Benjamin J. Stone, WSBA #33436
Kylene Slocum, WSBA #58600

Dated: _____

**PLAINTIFFS AND CLASS
REPRESENTATIVES**

DocuSigned by:

49BDF111B80490...


Aurora Dagupion, individually and on
behalf of the Class
7/28/2023

WILLAMETTE DENTAL GROUP, P.C.

By: Wee Yuen Chin, CPA
Chief Financial Officer

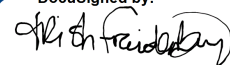
Dated: _____

Dated: _____

DocuSigned by:

82D8A5E4E7534EF...

Jarquatta DelosSantos, individually and on
behalf of the Class
7/28/2023

Dated: _____

DocuSigned by:

2D915F1904A74DB...

Patricia Fraidenburg, individually and on
behalf of the Class
7/28/2023

Dated: _____

EXHIBIT A

Release

Release of Wage & Hour Claims Against Willamette Dental Group P.C.

In exchange for the consideration provided to (“Employee”) on June 30, 2022, which Employee acknowledges receipt of (“Consideration”), irrevocably and unconditionally fully and forever waives, releases, and discharges Willamette Dental Group P.C. (“Willamette”), and its parents, subsidiaries, affiliates, predecessors, successors, assigns, officers, employees, representatives, and anyone else acting or purporting to act for or on behalf of Willamette (“Releasees”), from any and all claims arising out of, related to, or concerning compensation, whether it be salary, pay, wages, bonuses or other compensation, paid or unpaid, and rest breaks and meal breaks, whether the breaks be missed in whole or part, under federal, state, or local law, including, but not limited to, the federal Fair Labor Standards Act and the Washington Minimum Wage Act (“Claims”). This release specifically includes, but is not limited to, Claims that are known or unknown or that were suspected or unsuspected, and any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of execution of this Release.

THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. THE EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE “RELEASEES” (AS DEFINED ABOVE) FROM ANY AND ALL “CLAIMS” AS DEFINED IN THE PRECEDING PARAGRAPH. THE EMPLOYEE FURTHER ACKNOWLEDGES THAT, BY ACCEPTING THE CONSIDERATION AND SIGNING THIS AGREEMENT, EMPLOYEE GIVES UP THE RIGHT TO SUE IN AN INDIVIDUAL CAPACITY OR AS MEMBER OF ANY CLASS, RELEASEES FOR ANY “CLAIMS.”

Employee

Signature: _____

Date: _____

Print Name: _____

EXHIBIT B

Subclass Payment List

Aurora Dagupion et al. v. Willamette Dental Group P.C.**Releases Signed By Subclass**

Office	Name	Amount
Bellevue	May Chan	Signed Release - \$295.04
Bellevue	Madalyn Belew	Signed Release - \$361.80
Bellevue	Ashley Turner	Signed Release - \$3,353.19
Bellevue	Michelle Diaz	Signed Release - \$2,883.34
Bellevue	Karen Maple	Signed Release - \$1,753.94
Bellevue	Sherry Oshimo	Signed Release - \$3,802.75
Bellevue	Yang An	Signed Release - \$590.88
Bellevue	Lisa Villalpando	Signed Release - \$2,588.41
Bellevue	Sarah Slaton	Signed Release - \$409.23
Bellingham	Victoria Vick	Signed Release - \$5,185.47
Bellingham	Rachel Weatherholt	Signed Release - \$1,824.84
Bellingham	Christine Hall	Signed Release - \$1,222.01
Bellingham	Olivia Green	Signed Release - \$1,743.61
Bellingham	Ashley Heinzl	Signed Release - \$43.23
Bellingham	Amber Merta (Egan)	Signed Release - \$5,977.83
Everett	Elizabeth Green	Signed Release - \$27.25
Everett	Rose Anne Demata	Signed Release - \$292.65
Everett	Rilyn Hougen	Signed Release - \$255.11
Everett	Rachel Myers	Signed Release - \$1,414.28
Everett	Carol Casparek	Signed Release - \$817.91
Everett	Jasmine Satchbell	Signed Release - \$108.71
Everett	Diane Goldman	Signed Release - \$2,020.40
Everett	Daniel Lee	Signed Release - \$21.40
Everett	Brandy Kartak	Signed Release - \$818.34
Everett	Nicole Neff	Signed Release - \$2,282.68
Hazel Dell	Olivia Wilson	Signed Release - \$533.67
Hazel Dell	Chelsea Kuntz	Signed Release - \$2,242.72
Hazel Dell	Savanna Dahlquist	Signed Release - \$23.34
Hazel Dell	Cori Barcklay	Signed Release - \$354.40
Hazel Dell	Adam Merritt	Signed Release - \$899.76
Hazel Dell	Diane Wright	Signed Release - \$288.32
Hazel Dell	Madison Strobel	Signed Release - \$232.18
Kent	Tejindir Bassi	Signed Release - \$438.11
Kent	Nhi Quach	Signed Release - \$3,181.73
Kent	Teresa Obryan	Signed Release - \$1,648.50
Kent	Simone Chung	Signed Release - \$1,777.19
Kent	Naomi Zapareski	Signed Release - \$2,718.16
Kent	Fernanda Murillo	Signed Release - \$1,289.37

Kent	Laurel Rinker	Signed Release - \$541.23
Kent	Tammy Osborne	Signed Release - \$1,754.40
Kent	Annie Hunt	Signed Release - \$3,984.42
Kent	Maileeh Torres	Signed Release - \$14
Mill Plain	Nina Smith	Signed Release - \$426.51
Mill Plain	Chantel Lockett	Signed Release - \$446.06
Mill Plain	Keona Grendahl	Signed Release - \$3,829.81
Mill Plain	Chelsea Gress	Signed Release - \$3,119.65
Mountlake Terrace	Jazmin Castro	Signed Release - \$558.75
Mountlake Terrace	Sherry Jones	Signed Release - \$12,328.20
Mountlake Terrace	Rosie Tabsh	Signed Release - \$3,261.57
Mountlake Terrace	Joe De Guzman	Signed Release - \$420.52
Mountlake Terrace	Ranjit Kaur	Signed Release - \$1,078.49
Mountlake Terrace	Cheryl Abrigo	Signed Release - \$4,285.05
Mountlake Terrace	Alma Orellna-Figueroa	Signed Release - \$6,030.70
Mountlake Terrace	Kaitlin Clancy	Signed Release - \$3,705.01
Mountlake Terrace	Verena Schmidt	Signed Release - \$2,182.14
Northgate	Desiree Johnson	Signed Release - \$18.83
Northgate	Vicki Gagnon	Signed Release - \$4,359.94
Northgate	Kimberly Repass	Signed Release - \$1,840.70
Northpointe	Amanda Luzer	Signed Release - \$2,674.87
Northpointe	Stephanie Blair	Signed Release - \$39.39
Northpointe	Sydney Fine	Signed Release - \$3,232.39
Northpointe	Ashley Neil	Signed Release - \$1,416.00
Northpointe	Kimberly Symons	Signed Release - \$1,785.38
Olympia	Mike Johnston	Signed Release - \$44.07
Olympia	Lisa Chapmen	Signed Release \$17.79
Olympia	Edina Palasik	Signed Release - \$16.88
Puyallup	Nicole Moss	Signed Release - \$508.43
Puyallup	Cheyenne Smith-Miller	Signed Release - \$60.02
Puyallup	Nicole Wright	Signed Release - \$397.20
Puyallup	Stacy Nelson	Signed Release - \$231.41
Puyallup	Faith Schmal	Signed Release: \$97.13
Puyallup	Christina Cyrus	Signed Release - \$1,634.89
Puyallup	Allison Hammond	Signed Release - \$1,031.52
Puyallup	Heather Sagehorn	Signed Release - \$5,190.72
Richland	Eunice Chappell	Signed Release - \$2,121.74
Richland	Deedra Clark	Signed Release - \$136.53
Richland	Andrea Moorhead George	Signed Release - \$2,080.55
Richland	Elizabeth Miller	Signed Release - \$4,577.67
Richland	Kary Zhao	Signed Release - \$1,147.26
Richland	Marinda Hogue	Signed Release - \$6,274.46
Richland	Kristian Carrasco	Signed Release - \$11,711.16
Richland	Amanda Moffatt	Signed Release - \$37.97
Richland	Anya Lustyuk	Signed Release - \$783.49

Richland	Stonee Picard	Signed Release - \$1,186.33
Seattle	Devan Schiller	Signed Release - \$163.13
Seattle	Scottie/Cady Juarez	Signed Release - \$1,244.31
Silverdale	Mari Collins	Signed Release - \$180.52
Silverdale	Cheryl Agustin	Signed Release - \$711.70
Silverdale	Misty Natividad	Signed Release - \$809.55
Spokane Valley	Trista Ricky	Signed Release - \$478.44
Spokane Valley	Kelly Bascetta	Signed Release - \$82.87
Spokane Valley	Dana Grasse/Prussack	Signed Release - \$2,214.92
Spokane Valley	Andie Daley	Signed Release - \$589.66
Spokane Valley	Jenni Hager	Signed Release - \$1,816.05
Spokane Valley	Kathy Muller	Signed Release - \$7,496.63
Spokane Valley	Tina Chichester	Signed Release - \$1,165.58
Tacoma	Kyunghee Garnica	Signed Release - \$1,708.29
Tacoma	Rosemarie Manaois	Signed Release - \$1,496.40
Tacoma	Kimberly Razzaq	Signed Release - \$533.84
Tacoma	Hayley Claypool	Signed Release - \$3,495.03
Tacoma	Patricia Cador	Signed Release - \$3,748.25
Tacoma	Lisa Lerum	Signed Release - \$2,601.46
Tacoma	Timarie Kelly	Signed Release - \$830.40
Tacoma	Marilorraine Sampayan	Signed Release - \$494.84
Tacoma	Lakisha Curry	Signed Release - \$791.11
Tacoma	Lisa Willis	Signed Release - \$ 3,476.28
Tumwater	Amanda Alvord	Signed Release - \$2,903.76
Tumwater	Sara Jo Baltierra	Signed Release - \$99.41
Tumwater	Natasha Sheremetra	Signed Release - \$841.94
Tumwater	Tanny Joe Martin	Signed Release - \$7,533.70
Tumwater	Amber Hughes	Signed Release - \$1,871.76
Tumwater	Tana Naikelis	Signed Release - \$377.06
Yakima	Megan LaRoche	Signed Release - \$3,168.69
Yakima	Jennifer Jalindo	Signed Release - \$5,971.09
Former Employee	Karla Larson	Signed Release - \$4,826.01
Former Employee	Renee Maples	Signed Release - \$871.17
Former Employee	Jennifer Binkley	Signed Release - \$256.39
Former Employee	Rosemarie Rice	Signed Release - \$439.25
Former Employee	Joann Abulencia	Signed Release - \$1,611.70
Former Employee	Colette Livingston	Signed Release - \$4,940.76
Former Employee	Laura VanFleet	Signed Release - \$1,366.47
Former Employee	Sierra Blendow	Signed Release - \$995.05
Former Employee	Morgan Burns	Signed Release - \$819.72
Former Employee	Shoman Shivani	Signed Release - \$3,374.14
Former Employee	Brandy Jo McKergow	Signed Release - \$323.60
Former Employee	Holly Long	Signed Release - \$150.48
Former Employee	Leeann Cruz	Signed Release - \$1,871.70

Former Employee	Kathleen Bigelow	Signed Release - \$7,403.63
Former Employee	Amber Griffin	Signed Release - \$4,823.61
Former Employee	Sherice Kelley	Signed Release - \$4,565.06
Former Employee	Jessica Capri	Signed Release - \$1,250.05
Former Employee	Amanda Vanden Heuvel	Signed Release - \$252.30
Former Employee	Lisa Hallowell	Signed Release - \$2,442.66
Former Employee	Alison Pak	Signed Release - \$63.22
Former Employee	Stephanie Stevenson	Signed Release - \$600.88
Former Employee	Krystina Stuefen	Signed Release - \$452.09
Former Employee	Ariel King	Signed Release - \$226.44
Former Employee	Meagan Cronin	Signed Release - \$113.50
Former Employee	Amber Kerver Sanneh	Signed Release - \$1,256.85
Former Employee	Alexandra Espinosa	Signed Release - \$1,890.82
Former Employee	Mackenzi Briones	Signed Releases - \$754.00
Former Employee	Irene Ang	Signed Release - \$732.78
Former Employee	Tyler Grobmeier	Signed Release - \$440.70
Former Employee	Adamaris Rodriguez	Signed Release - \$438.00
Former Employee	Kaleigh Hussey	Signed Release - \$117.00
Former Employee	Ammar Albaly	Signed Release - \$628.09
Former Employee	Shieliene Raines	Signed Release - \$117.00
Former Employee	SamnangHeang	Signed Release - \$1,934.04
Former Employee	Tiffany Koschik	Signed Release - \$1,359.13
Former Employee	Jessica Hill	Signed Release - \$986.83
Former Employee	Hope McDonald	Signed Release - \$147.15
Former Employee	Adrienne Ransom	Signed Release - \$132.19
Former Employee	Kerry Fenton	Signed Release - \$13,374.11
Former Employee	Kandy Elmo	Signed Release - \$1,357.86
Former Employee	David Carrillo	Signed Release - \$701.25
Former Employee	Daniel Schwarz	Signed Release - \$75.18
Former Employee	Alora Morris	Signed Release - \$702.98
Former Employee	Juan Delgadillo Herrera	Signed Release - \$23.63
Former Employee	Emily Gebrehwet	Signed Release - \$3,504.13
Former Employee	Heather Gilcrest	Signed Release - \$238.19
Former Employee	Chelsea Kinney	Signed Release - \$270.00
Former Employee	Ashleigh Bates	Signed Release - \$1,409.69
Former Employee	Febe Janabajab	Signed Release - \$3,701.24
Former Employee	Shannon White	Signed Release - \$2,375.10
Former Employee	Tiffany Kerle	Signed Release - \$2,820.03
Former Employee	Erica Kinerk	Signed Release - \$5,151.85
Former Employee	Gadalupe Vargas	Signed Release - \$3,629.94
Former Employee	Aryn Gray	Signed Release - \$4,093.56

EXHIBIT C
NOTICE OF
SETTLEMENT

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

Aurora Dagupion et al. v. Willamette Dental Group, P.C.
Pierce County Superior Court, Case No. 22-2-05001-8 (“the Case”)

— NOTICE OF SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All class members employed by Willamette Dental Group, P.C. in Washington state on or after March 2, 2019 in a dental clinic staff position paid on an hourly basis.

- Plaintiffs Aurora Dagupion, Jarquatta DelosSantos, and Patricia Fraidenburg filed a lawsuit (“the Case”) against Willamette Dental Group, P.C. (hereafter “The Company”). During the litigation, Judge Gretchen Leanderson of the Pierce County Superior Court certified a class of hourly employees who worked for The Company in a staff position in a dental clinic in Washington State between March 2, 2019 and August 4, 2023 (“Class” and “Class Members”). Plaintiffs allege that The Company (1) violated the Washington Industrial Welfare Act, RCW 49.12, by failing to provide meal and rest periods in compliance with Washington law; (2) violated the Minimum Wage Act, RCW 49.46, by failing to pay additional wages when meal and rest periods were not provided in accordance with Washington law; and (3) acted willfully and with intent to deprive Class Members of wages in violation of the Washington Wage Rebate Act, RCW 49.52.
- Previously, you should have received a notice informing you that you qualified as a Member of the Class. You were also provided with the opportunity to “opt out” of the Class. You are receiving this notice because you did not opt out of the Class. If you opted out of the Class, you should not have received this Notice of Settlement and you can discard it.
- The Company strongly denies any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, The Company would have continued to vigorously defend against Plaintiffs’ claims, including requesting a full defense verdict at trial. The Company agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The Parties have reached a proposed settlement of the Case (“Class Action Settlement”). The Class Action Settlement includes a total maximum settlement payment by The Company of \$3,800,000. However, since, as discussed below, The Company previously paid \$270,796.67 to certain Class Members for a written release of the claims in the Case (referred to herein as “Subclass Members”), the amount that The Company will actually pay totals \$3,529,203.33.
- Because you are a member of the Class, you are entitled to a share of the Class Action Settlement. The share you will receive of this payment will depend on a number of factors

discussed below including, but not limited to, whether you are a Subclass Member who received a prior payment from The Company in exchange for signing a written release.

- **You do not have to do anything to be eligible to receive a share of the settlement payment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator with any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

1. Why did I get this Notice?

The Court has allowed this Notice to be sent to you to inform you about the Class Action Settlement because you are a Class Member and to inform you of your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Class Members.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiffs, former employees Aurora Dagupion, Jarquatta DelosSantos, and Patricia Fraindenburg, allege that The Company (1) violated the Washington Industrial Welfare Act, RCW 49.12, by failing to provide meal and rest periods in compliance with Washington law; (2) violated the Minimum Wage Act, RCW 49.46, by failing to pay additional wages when meal and rest periods were not provided in accordance with Washington law; and (3) acted willfully and with intent to deprive Class Members of wages in violation of the Washington Wage Rebate Act, RCW 49.52. The Company has denied and continues to deny Plaintiffs' claims.

The Honorable Gretchen Leanderson, of the Superior Court for the State of Washington in and for Pierce County, is overseeing this Class Action. The lawsuit is known as *Aurora Dagupion et al.*

v. Willamette Dental Group, P.C., Pierce County Superior Court, Case No. 22-2-05001-8 (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee(s) who sued, and who represent(s) the Class, is/are called the Plaintiff(s).

The person the Plaintiff(s) sue(s) (in this case, The Company) is/are called the Defendant(s). In a class action, one court resolves the issues for everyone in the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or The Company. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the Settlement is best for everyone in the Class.

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

On December 16, 2022, the Pierce County Superior Court decided that everyone who fits the following description is a Class Member:

All individuals employed by Willamette at any time in Washington state from March 2, 2019 to the final disposition of this action in any dental clinic staff position paid on an hourly basis, including but not limited to: patient care advocates, dental assistants, and dental hygienists.

The Pierce County Superior Court also decided that everyone who fits the following description is a Subclass Member:

All Class Members who, subsequent to the filing of the original class action complaint, received payments and signed documents purporting to release all claims for wages owed as a result of meal and rest break violations.

Following class certification, you should have received a notice informing you that you qualified as a Class Member because you fit within the definition of Class Member and, possibly, Subclass Member. That notice also provided you the opportunity to opt out of the Class. If you received that notice, and did not opt out, you are entitled to a share of the settlement. To receive money pursuant to the Settlement, you need to do nothing.

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Class Members could have brought against The Company regarding: (1) any alleged failure to provide meal periods, (2) any alleged failure to provide rest breaks, (3) any failure to pay wages for meal periods or rest breaks. The Settlement

resolves, not only the claims that were brought in the Case, but any and all claims, whether known or unknown, that could have been brought based on any facts alleged in the Case with respect to a failure to provide meal periods and/or rest breaks (“Released Claims”). The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged failure to properly pay for any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney’s fees and costs relating to any of the foregoing.

7. What are the basic terms of the Settlement?

Subject to Court approval, the essential terms of the Settlement are as follows:

The Company will pay a total of **\$3,800,000** (although The Company is being credited \$270,796.67 for the sums it previously paid to Subclass Members who signed releases) as part of the Settlement, apportioned as follows:

- **Class Fund: \$2,579,000** will be available for the payment of Settlement Awards to Class Members.
- **Employer-side Payroll Taxes: \$73,900** in employer-side payroll taxes on amounts attributed to wages.
- **Service Award: \$12,000** each to Plaintiffs Aurora Dagupion, Jarquatta DeloSantos, and Patricia Fraidenburg as a service award in recognition of their efforts in prosecuting the Case.
- **Settlement Administration Expenses Award: \$20,000** to the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice to Class Members, handling the claims administration process, processing payments to Class Members, and handling tax reporting requirements.
- **Attorney’s Fees and Costs Award: \$1,140,000** to Plaintiff’s attorneys for the attorney’s fees award and up to **\$25,000** for actual litigation costs they have incurred and will incur through final judgment in representing Plaintiffs and the Class.

Monetary Relief: The amount available to the Class is intended to compensate Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Class Fund: Each Class Member will automatically receive a minimum settlement payment of at least One Hundred Dollars (\$100). However, if a Subclass Member previously received a payment from The Company in exchange for a release that is equal to or greater than the amount that the Class Member would otherwise receive under the Agreement, that Class Member shall not receive the minimum settlement payment because that Subclass Member has already received any and all funds to which that Subclass Member is entitled. The Class Fund will be allocated to Class Members pro rata by dividing each Class Member’s W-2 wages paid by The Company for hours worked from March 2, 2019 forward by the total W-2 wages paid by The Company for all hours worked by all hourly employees in the State of Washington from March 2, 2019, and then multiplying the resulting ratio by the amount of the Class Fund. Any monies to which Subclass Members are otherwise entitled will be reduced by the amounts they received from

The Company in exchange for signing the release. If the amount of the money the Subclass Member received previously in exchange for signing a release is equal to or exceeds the pro rata allocation provided for in this paragraph, that Subclass Member shall not receive any allocation of the Class Fund.

Checks will be mailed to Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) calendar days after distribution, the funds from those checks will be sent in the corresponding Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq).

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Class Member's settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Class Member on an IRS Form W-2. Part of the Maximum Settlement Payment by The Company will be allocated to paying all required employer-paid taxes incurred as part of this payment. Fifty Percent (50%) of each Class Member's settlement award will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and the Class Member.

Release of Claims: Upon final approval by the Court, the Class and each Class Member will irrevocably release all of the Released Claims against The Company for the period of March 2, 2019, through and including August 4, 2023. This Release requires you to waive and precludes you from bringing any Released Claims against The Company as well as each of its respective (and as applicable) past, current, or future successors and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the Released Claims.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice but shall retain jurisdiction to enforce the terms of the settlement.

8. How much will I get paid?

Your estimated settlement award is [ESTIMATE].

9. How can I get a payment?

To get a payment, you don't need to do anything.

10. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior Court approves the settlement, the Parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE]. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement. Please be patient.

11. Do I have a lawyer in this case?

The Court has decided that James B. Pizl and the lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys’ fees in the amount of \$1,140,000, and their litigation costs in an amount of up to \$25,000, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since March 2022, and have not received any fees or reimbursements for the costs of the lawsuit.

13. If I don’t like the Settlement, how do I tell the Court?

If you are a Class Member, and do not like the Class Action Settlement or the fee request, you can object. You must do so in writing, and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Aurora Dagupion et al. v. Willamette Dental Group, P.C.*, Pierce County Superior Court, Case No. 22-2-05001-8), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING TIME] on [HEARING DATE], at the Pierce County Superior Court, 930 Tacoma Ave S, Room 2-A, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Gretchen Leanderson will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel’s request for attorney’s fees, costs, Settlement Administration Expenses, and the Service Award for the Plaintiffs. We do not know how long that decision will take.

15. Do I have to come to the hearing?

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

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your “Notice of Intention to Appear in *Aurora Dagupion et al. v. Willamette Dental Group, P.C.*, Pierce County Superior Court, Case No. 22-2-05001-8.” Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than** [NOTICE DEADLINE], and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Gretchen Leanderson Pierce County Superior Court Department 15 930 Tacoma Ave S, Rm 334 Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 th Ave SW, Suite 14 Puyallup, WA 98373	Benjamin J. Stone Kylene Slocum Lewis Brisbois Bisgaard & Smith LLP 1111 3rd Ave #2700, Seattle, WA 98101

17. What happens if I do nothing at all?

If you do nothing you will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiffs’ motion for final approval of the settlement agreement, including Class Counsel’s request for attorney’s fees, costs, Settlement Administration Expenses, and a Service Award for the Plaintiffs will be available for you to review on [DATE] at [WEBSITE URL].