

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“**Settlement Agreement**”), effective as of the **Effective Date** (defined below), is made and entered into by and among the **Settling Parties** (defined below), by and through their respective counsel of record: (i) Representative Plaintiffs Amy Donnelly, Rhonda Gibson, Ella Williams, Merisha Harvey, Serge Belozarov, Courtney Clark, Kristin Fasano, Caitlin McDaniel, Ashley O’Neil, Alexander Harris, and Crystal Arter, individually and on behalf of the Class (collectively, “**Representative Plaintiffs**”), on the one hand, and (ii) Defendant Aspen Dental Management, Inc. (“**Defendant**”), on the other hand. This Settlement Agreement is subject to and dependent upon final Court approval and intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the **Civil Action** (defined below) and the **Released Claims** (defined below), subject to the terms below.

RECITALS

WHEREAS, on February 20, 2024, certain Representative Plaintiffs filed putative class action lawsuits against Defendant in the United States District Court for the Northern District of Illinois, which were consolidated via amendment into *A.D., et al. v. Aspen Dental Management, Inc.*, Civil Action No. 1:24-cv-01404 (N.D. Ill.) (the “**Consolidated Action**”).

WHEREAS, in the Consolidated Action, after motion practice which resulted in a ruling granting in part and denying in part Defendant’s Motion to Dismiss, Representative Plaintiffs filed a Second Amended Class Action Complaint which asserted claims for violations of the Electronic Communications Privacy Act (18 U.S.C. § 2511), Negligence, violations of the Florida Security of Communications Act (Fla. Stat. § 934.01, *et seq.*), violations of the California Invasion of Privacy Act (Cal. Penal Code § 630, *et seq.*), violations of the California Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*), and violations of the Pennsylvania Wiretap Act (18 Pa. Cons. Stat. § 5701, *et seq.*).

WHEREAS, on January 9, 2025, the Settling Parties participated in a full-day virtual mediation before Martin F. Scheinman, Esq. of Scheinman Arbitration & Mediation Services. Although the Settling Parties were unable to come to an agreement that day, they diligently continued their settlement negotiations and ultimately reached a settlement in principle through these discussions, as memorialized herein (and in the attached exhibits).

WHEREAS, on February 4, 2025, the Consolidated Action was voluntarily dismissed without prejudice in the United States District Court for the Northern District of Illinois, and, on February 20, 2025, the Consolidated Action was filed in the Circuit Court of Sangamon County, Illinois, bearing Case No. 2025LA000036. (the “**Civil Action**”).

WHEREAS, Defendant denies each and every one of the claims and contentions that have been or could have been alleged against them in the Civil Action and all charges of wrongdoing or liability of any kind. Thus this Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendant with respect to any claim of fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Defendant has or would assert, or the requirements for class certification under Federal Rule

of Civil Procedure 23, 735 ILCS 5/2-801, and/or any other applicable rule (state or federal), and whether Representative Plaintiffs could satisfy those requirements.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in such complex litigation, and have determined that it is desirable to effectuate a full and final settlement of the Civil Action on the terms set forth below to avoid the associated burdens, risks, and costs.

WHEREAS, based on their substantial investigation and experience in data privacy and security cases (particularly those involving the healthcare industry), **Class Counsel** (defined below) have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to **Settlement Class Members** (defined below) and are in their best interests, and therefore Class Counsel have agreed to settle the claims that were asserted or could have been asserted in the Civil Action arising out of or relating to Defendant's use of web tracking technology on its website (www.aspendental.com) pursuant to the terms of this Settlement Agreement after considering, among other things, (i) the substantial benefits that Settlement Class Members will receive from the Settlement, (ii) the uncertain outcome and attendant risks of litigation, (iii) the delays inherent in litigation, and (iv) the desirability of permitting the settlement of this litigation to be consummated as provided herein.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action that have been or could have been asserted against Defendant relating to the use of web tracking technology on its website (www.aspendental.com), and any other such actions by and on behalf of any other individual originating, or that may originate, in jurisdictions in the United States of America against Defendant and/or the **Released Defendant Parties** (defined below).

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the Court's final approval, when **Judgment** (defined below) becomes **Final** (defined below), the **Released Claims** (defined below) shall be finally and fully compromised, settled, and released and the Civil Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms of this Settlement Agreement.

I. DEFINITIONS.

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

1.1. **"Civil Action"** means the civil action filed as *Amy Donnelly, et al. v. Aspen Dental Management, Inc.* in the Circuit Court for Sangamon County, Illinois, bearing Case No. 2025LA000036.

1.2. **"Claim"** means a claim for Settlement Class Member Payment made further and pursuant to the terms of this Settlement Agreement.

- 1.3. **“Claimant”** means a Person who submits a Claim.
- 1.4. **“Claims Deadline”** means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶ 2.2.
- 1.5. **“Claim Forms”** means the claim forms to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A hereto.
- 1.6. **“Class Counsel”** means David Almeida of Almeida Law Group LLC and Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP.
- 1.7. **“Court”** means the Circuit Court of Sangamon County, Illinois, which is overseeing the Civil Action.
- 1.8. **“Defendant’s Counsel”** means Joel Griswold of Baker & Hostetler LLP.
- 1.9. **“Defendant Related Entities”** means any of Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Civil Action.
- 1.10. **“Dispute Resolution”** means the process for resolving disputed Claims as set forth in this Settlement Agreement.
- 1.11. **“Effective Date”** means the date the settlement is Final.
- 1.12. **“Final”** means the occurrence of all the following events: (a) the Court has entered a Judgment (as that term is defined below); (b) the time to appeal the Judgment has passed and no appeal has been filed, and (c) if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.
- 1.13. **“Group 1 Settlement Class Members”** means Settlement Class Members who made an online appointment between February 20, 2022 through June 1, 2023, which the Parties estimate to be approximately 621,371 Settlement Class Members.
- 1.14. **“Group 1 Settlement Fund”** means the non-reversionary common fund to be funded by Defendant in the amount of \$2,796,169.50, which shall be inclusive of all attorneys’ fees and costs, administrative costs in relation to the administration of the settlement as to Group 1 Settlement Class Members, service awards to the Representative Plaintiffs, and obligations to the Group 1 Settlement Class Members payable on a *pro rata* basis as cash payments for Group 1 Settlement Class Members who submit Valid Claims, less the foregoing attorneys’ fees, costs, administrative costs, and service awards to the Representative Plaintiffs. In no event shall

Defendant be obligated to make any payments that exceed a total of \$2,796,169.50 as the Group 1 Settlement Fund.

1.15. “**Group 2 Settlement Class Members**” means Settlement Class Members who made an online appointment between June 2, 2023 and January 1, 2025, which the Parties estimate to be approximately 1,624,996 Settlement Class Members.

1.16. “**Group 2 Settlement Fund**” means an amount up to \$15,673,220, inclusive of all attorneys’ fees, administrative costs in relation to the administration of the settlement as to Group 2 Settlement Class Members, and obligations to the Group 2 Settlement Class Members payable as a \$15.00 cash payment for each Group 2 Settlement Class Members who submits a Valid Claim. Defendant shall have no obligation to fund the Group 2 Settlement Fund beyond the amounts necessary to fund attorneys’ fees, administrative costs in relation to the Group 2 Settlement Class Members, and obligations to the Group 2 Settlement Class Members for those Group 2 Settlement Class Members who submit a Valid Claim. In the event that the amount of the Group 2 Settlement Fund, less all attorneys’ fees and administrative costs in relation to Group 2 Settlement Class Members is insufficient to fund the number of Group 2 Settlement Class Members submitting a Valid Claim, then the \$15.00 Cash Payments for Group 2 Settlement Class Members shall be reduced on a *pro rata* basis for such Group 2 Settlement Class Members. Defendant shall have no obligation to make any payments into the Group 2 Settlement Fund that exceed the amounts necessary to cover the attorneys’ fees (not to exceed 27.5% of the \$15,673,220), the share of administrative costs in relation to the administration of the settlement as to Group 2 Settlement Class Members, and Valid Claims submitted by Group 2 Settlement Class Members. In no event shall Defendant be obligated to make any payments that exceed a total of \$15,673,220 as the Group 2 Settlement Fund.

1.17. “**Judgment**” means a final judgment rendered by the Court. A proposed Final Order and Judgment is attached hereto as Exhibit E and is incorporated herein.

1.18. “**Long Form Notice**” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit C.

1.19. “**Notice Date**” means 45 days after entry of the **Preliminary Approval Order** (defined below). The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

1.20. “**Non-Profit Residual Recipient**” means the 501(c)(3) entity jointly agreed upon by the Settling Parties and approved by the Court, if necessary.

1.21. “**Notice and Settlement Administration**” means the processing of Notice and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.22. “**Notice and Settlement Administration Cost**” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the Settlement Fund.

1.23. “**Objection Date**” means the date by which Settlement Class Members must mail to Class Counsel and Defendant’s Counsel or, in the alternative, file with the Court, their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.24. “**Opt-Out Date**” means the date by which the Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.25. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.26. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ have proposed a Preliminary Approval Order as Exhibit D.

1.27. “**Released Claims**” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Action, the Electronic Communications Privacy Act (18 U.S.C. § 2511), Negligence, violations of the Florida Security of Communications Act (Fla. Stat. § 934.01, *et seq.*), violations of the California Invasion of Privacy Act (Cal. Penal Code § 630, *et seq.*), violations of the California Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*), and violations of the Pennsylvania Wiretap Act (18 Pa. Cons. Stat. § 5701, *et seq.*), or other state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information through Meta pixel, Google Analytics or any other pixels, cookies, code, and/or tracking or analytics tools, including all claims relating to such information belonging to any and all Releasing Parties related to the use of any websites and web applications owned, operated, controlled, or administered by any Released Party. Released claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.28. “**Released Parties**” means Defendant and the Defendant Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, owners, directors, officers, principals, partners, employees, agents, attorneys, insurers, and reinsurers.

1.29. “**Settlement Administrator**” means, subject to Court approval, Simpluris, the entity selected jointly by the Settling Parties as the settlement administrator and notice provider.

1.30. “**Settlement Agreement**” means this agreement, exhibits, and the settlement embodied herein.

1.31. “**Settlement Class**” means all Persons from February 20, 2022 through January 1, 2025 who made an appointment on www.aspendental.com or a subdomain thereof. The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (c) the Judge and/or magistrate assigned to evaluate the fairness of this settlement.

1.32. “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class. The Settling Parties estimate the number of Settlement Class Members, inclusive of Group 1 Settlement Class Members and Group 2 Settlement Class Members, to be 2,246,367.

1.33. “**Settlement Class Member Payment**” means either (a) for Group 1 Settlement Class Members who submit a Valid Claim, a *pro rata* cash payment from the Group 1 Settlement Fund ; or (b) for Group 2 Settlement Class Members who submit a Valid Claim, a \$15.00 cash payment or, in the event that the amount of Group 2 Settlement Fund, less all attorneys’ fees and administrative costs in relation to Group 2 Settlement Class Members is insufficient to fund the number of Group 2 Settlement Class Members submitting a Valid Claim, then the \$15.00 Cash Payments for Group 2 Settlement Class Members shall be the amount to which the \$15.00 cash payment is reduced on a *pro rata* basis for such Group 2 Settlement Class Members.

1.34. “**Settlement Website**” means a website established by the Settlement Administrator, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.

1.35. “**Settling Parties**” means, collectively, Defendant and Representative Plaintiffs, individually and on behalf of the Settlement Class and all Released Parties.

1.36. “**Short Form Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B attached hereto. The Short Form Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing.

1.37. “**Unknown Claims**” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decisions not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar, comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code § 1542) which provides:

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

Representative Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the Data Security Incident underlying the Released Claims, but Representative Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims on behalf of the Settlement Class. The Settling Parties Acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.38. “**Valid Claims**” means Claims that are timely and validly completed and approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

II. SETTLEMENT STRUCTURE.

2.1 Claims: Each Settlement Class Member shall have the opportunity to submit a Claim Form to receive a Settlement Class Member Payment (as defined herein) on or before the Claims Deadline.

2.2 Claims Deadline: Settlement Class Members must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 60th day after the Notice Date to receive a Settlement Class Member Payment. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

2.3 Dispute Resolution

2.3.1 The Settlement Administrator will determine whether: (a) the Claimant is a Settlement Class Member; and (b) the Claimant has provided all information needed to complete the Claim Form. If either Party disagrees with the Settlement Administrator’s determination, and they reach an impasse on resolving the disagreement, they shall have the right to contest the Settlement Administrator’s decision by submitting the matter to the Court.

III. NOTICE AND SETTLEMENT ADMINISTRATION EXPENSES.

3.1 All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid by Defendant to the Group 1 Settlement Fund and Group 2 Settlement Fund, in amounts proportionate to Settlement Administration Costs incurred in administering the settlement for each fund. The Settlement Administrator shall, upon the approval of the Parties, debit the Settlement Fund for earned Settlement Administration Costs.

IV. OPT-OUT PROCEDURES.

4.1 Any Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated address established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

4.2 All Settlement Class Members who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 4.1 (“**Opt-Outs**”) shall not receive any Settlement Class Member Payment and will not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

V. OBJECTION PROCEDURE.

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (a) the objector's full name and address; (b) the case name and docket number; (c) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (d) the identity of any and all counsel representing the objector in connection with the objection; (e) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (f) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date, to Defendant's Counsel and Class Counsel at the following addresses:

To Defendant's Counsel:

Joel Griswold
Baker & Hostetler, LLP
1 N Wacker Dr Suite 3700
Chicago, IL 60606

To Class Counsel:

David Almeida
Almeida Law Group
849 W. Webster Avenue
Chicago, IL 60614

Brandon Wise
Peiffer Wolf Carr
Kane Conway & Wise
One US Bank Plaza, Suite 1950
St. Louis, MO 63101

The objector or his or her counsel may also file an Objection with the Court through the Court's Odyssey system, with service on Class Counsel and Defendant's counsel, to be made through the Odyssey system. For all objections mailed to Class Counsel and Defendant's Counsel, Class Counsel will file them with the Court as an exhibit to Representative Plaintiffs' motion for final approval.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack.

VI. SETTLEMENT CLASS CERTIFICATION

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

VII. RELEASES.

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

7.2 Notwithstanding any term herein, neither Defendant nor its Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Class Counsel.

VIII. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS.

8.1 The Settling Parties did not discuss payment of attorneys' fees, costs, expenses or service awards, as provided for in 8.2 and 8.2, until after they had agreed on the substantive terms of the Settlement.

8.2 Class Counsel may petition the Court for an award of attorneys' fees, in an amount not to exceed \$5,428,603.30, which is approximately 29.4% of the sum of the aggregate of the Group 1 Settlement Fund and the Group 2 Settlement Fund, with no more than \$1,118,467.80 payable from the Group 1 Settlement Fund and no more than \$4,310,135.50 payable from the Group 2 Settlement Fund. Class Counsel may petition the Court for reimbursement of costs of litigation not to exceed \$60,000.00, to be paid from the Group 1 Settlement Fund. Class Counsel, in their sole discretion, shall allocate and distribute attorneys' fees, costs, and expenses awarded by the Court among them.

8.3 Subject to Court approval, Defendant has agreed to not object to a request for a service award in the amount of \$2,500 to each Representative Plaintiff, for a total of \$27,500.00, to be paid from the Group 1 Settlement Fund.

8.4 If awarded by the Court, service awards shall be paid to Representative Plaintiffs, via the Settlement Administrator, within 21 days of the Effective Date and provision of an appropriate Form W-9 by each Representative Plaintiff.

8.5 If awarded by the Court, attorneys' reimbursement of costs of litigation shall be paid to Class Counsel, via the Settlement Administrator, after January 1, 2026 but no later than January 31, 2026 and with the provision of an appropriate Form W-9. Additionally, if awarded by the Court, one-half of awarded attorneys' fees shall be paid within 21 days of the Effective Date, and one-half of the awarded attorneys' fees shall be paid after January 1, 2026 but no later than January 31, 2026.

8.6 Any award of attorneys' fees, costs, expenses, and service award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount of any attorneys' fees, costs, expenses, and/or service awards shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

IX. PRELIMINARY APPROVAL AND NOTICE OF FINAL FAIRNESS HEARING.

9.1 Contemporaneously with Plaintiffs' Motion for Preliminary Approval, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order (Exhibit D) requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Representative Plaintiffs as Class Representatives;
- e) approval of the Short Form Notice to be sent to Settlement Class Members in a form substantially similar to the one attached as Exhibit B;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C, which, together with the Short Form Notices, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement, instructions for how to object to or opt-out, instructions for the process and instructions for making Claims, and the date, time and place of the Final Approval Hearing;
- g) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to Exhibit A; and,
- h) appointment of the Settlement Administrator.

9.2 The Short Form Notices, Long Form Notice, and Claim Forms have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

X. CLASS NOTICE AND SETTLEMENT ADMINISTRATION.

10.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) No later than 14 days after entry of the Preliminary Approval Order, to the extent available, Defendant shall provide the Settlement Administrator with the name, last known physical address, and last known electronic mail (email) address of each Settlement Class Member ("**Class Member Information**").

- b) Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notices; (ii) the Long Form Notice; (iii) the Claim Forms; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain active for at least 180 days after the Effective Date.
- c) Within 45 days after the entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class (“**Notice Date**”).
- d) The primary form of notice shall be via electronic mail to the email address used by each Settlement Class Member on Defendant’s website.
- e) If any Settlement Class Member does not have an associated email address, notice shall be via U.S. Mail. Before any mailing occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- f) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice.
- g) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;
- h) Publishing, on or before the Notice Date, the Claim Forms, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the

Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

- i) A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- j) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel reports as to both Claims and distribution. Class Counsel and Defendant's Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is a Valid Claim shall be binding. All Claims agreed to be paid in full by Defendant shall be deemed valid.

10.3 Payment of Settlement Class Member Payments for Valid Claims, whether via mailed check or electronic distribution, shall be made within 60 days after the Settlement Administrator receives the final funding of the Group 1 Settlement Fund and Group 2 Settlement Fund, which shall occur after January 1, 2026, and no later than January 31, 2026. For illustration purposes, if the Settlement Administrator receives the final funding of the Group 1 Settlement Fund and Group 2 Settlement Fund on January 15, 2026, then the Settlement Administrator shall issue the Settlement Class Member Payments for the Valid Claims by no later than March 16, 2026.

10.4 All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon and shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.5 No Person shall have any claim against the Settlement Administrator, Defendant, Released Parties, Class Counsel, Representative Plaintiffs, and/or Defendant's Counsel based on distributions of Settlement Class Member Payments to Settlement Class Members.

10.6 Within 21 days of the Effective Date, Defendant shall pay into the Settlement Fund one-half of the Class Counsel's awarded attorneys' fees for each of (a) the Group 1 Settlement Fund and (b) the Group 2 Settlement Fund (§ 8.5). After January 1, 2026, and no later than January 31, 2026, Defendant shall pay into the Settlement Fund, (a) the Group 1 Settlement Fund (less any amounts previously paid as Class Counsel's attorneys' fees for the Group 1 Settlement Fund (§ 8.5)), (b) the Group 2 Settlement Fund in an amount sufficient to pay administrative costs in

relation to the Group 2 Settlement Fund, (c) all Valid Claims submitted by Group 2 Settlement Class Members, and (d) Class Counsel's attorneys' fees related to the Group 2 Settlement Fund (excluding any amounts previously paid as Class Counsel's attorneys' fees for the Group 2 Settlement Fund (§ 8.5)).

10.7 The Group 1 Settlement Fund shall be funded the full amount of \$2,796,169.50, regardless of the number of Valid Claims. The Group 2 Settlement Fund shall be funded up to \$15,673,220, depending on the number of Valid Claims. Defendant shall have no obligation to make any payments into the Group 2 Settlement Fund that exceed the amounts necessary to cover the attorneys' fees (not to exceed 27.5% of the \$15,673,220), the share of administrative costs in relation to the administration of the settlement as to Group 2 Settlement Class Members, and Valid Claims submitted by Group 2 Settlement Class Members. In no event shall Defendant be obligated to make any payments that exceed a total of \$15,673,220 as the Group 2 Settlement Fund. Any amounts that are not necessary to cover the attorneys' fees (not to exceed 27.5% of the \$15,673,220), the share of administrative costs in relation to the administration of the settlement as to Group 2 Settlement Class Members, and Valid Claims submitted by Group 2 Settlement Class Members shall be retained by Defendant and not paid into the Group 2 Settlement Fund.

10.8 The Parties agree that the Group 1 Settlement Fund and Group 2 Settlement Fund are intended to be maintained as qualified settlement funds within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Group 1 Settlement Fund and Group 2 Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendant, Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Group 1 Settlement Fund and Group 2 Settlement Fund and their Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Group 1 Settlement Fund and Group 2 Settlement Fund and paying from the Group 1 Settlement Fund and Group 2 Settlement Fund any taxes and tax-related expenses owed with respect to the Group 1 Settlement Fund and Group 2 Settlement Fund. The Parties agree that the Group 1 Settlement Fund and Group 2 Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Group 1 Settlement Fund and Group 2 Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Group 1 Settlement Fund and Group 2 Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Settling Parties.

10.9 The Group 1 Settlement Fund and Group 2 Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Group 1 Settlement Fund and Group 2 Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Group 1 Settlement

Fund and Group 2 Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 11.2.

10.10 All taxes and tax-related expenses relating to the Group 1 Settlement Fund and Group 2 Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Group 1 Settlement Fund and Group 2 Settlement Fund, in proportion to the expenses incurred in relation to administration of the Group 1 Settlement Class Members and Group 2 Settlement Class Member, without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Settling Parties, their counsel, and their insurers and reinsurers for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Representative Plaintiff or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Representative Plaintiff and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Group 1 Settlement Fund and Group 2 Settlement Fund pursuant to this Agreement.

10.11 The Parties jointly propose any uncashed check funds from Group 1 Settlement Class Members be paid to Land of Lincoln Legal Aid, Inc. as *cy pres*.

10.12 The Settlement Administrator's costs, and all costs associated with the administration of the Settlement Agreement, shall be paid out of the Group 1 Settlement Fund and Group 2 Settlement Fund in amounts proportionate to the expenses incurred in relation to administration of the Group 1 Settlement Class Members and Group 2 Settlement Class Member.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

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

- a) the Court has entered the Preliminary Approval Order and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 9.1;
- b) Defendant has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 11.2 or ¶ 11.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.13.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 11.4 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion ("**Opt-Out List**"). If the number of Opt-Outs exceeds 2,500 people, Defendant shall have the option, but not the obligation, to terminate the Settlement Agreement. Defendant shall have fourteen (14) days from receipt of the Opt-Out List to terminate the Settlement Agreement based on the number of Opt-Outs.

11.4 In the event that the Settlement Agreement or the releases set forth in § VII are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Civil Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Civil Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek recovery of same from any other party to the Civil Action or from counsel to any other party to the Civil Action.

XII. MISCELLANEOUS PROVISIONS.

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

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Civil Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Settling Party shall have any liability to any other Settling Party as it relates to the Civil Action, except as set forth herein.

12.3 Neither this Settlement Agreement, the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Defendant Released Parties; or (b) is or may be deemed to be or may be used as an admission of,

or evidence of, any fault or omission of any of the Defendant Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Defendant Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or defense or counterclaim.

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

12.5 This Settlement Agreement contains the entire understanding between Defendant and Representative Plaintiffs regarding the payment of the Civil Action settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Representative Plaintiffs in connection with the payment of the Civil Action settlement. Except as otherwise provided herein, each party shall bear its own costs.

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

12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so. Execution by electronic means is acceptable.

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

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

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

12.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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

12.13 For those Settlement Class Members electing to receive payment by check, cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive

settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until 120 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 120 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

Non-Monetary Relief. The Parties agree that Defendant shall implement and use Freshpaint or a similar tool in relation to www.aspendental.com, which shall constitute compliance with laws implicating the use of pixels, cookies, code, and/or tracking or analytics tools, for one (1) year from the Effective Date or until such time as a clarification of the law renders the use of such product unnecessary, whichever comes first.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SO AGREED FOR PLAINTIFFS:

By: Amy
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter


By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By:  _____
Ella Williams Ella Williams

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel


SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By:  _____
Serge Belozertov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly


By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By:  _____
Kristin Fasano Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By:  _____
Ashley O'Neil Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov


By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By:  _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By:  _____
Rhonda Gibson Rhonda Green

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

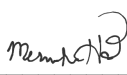
By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By:  _____
Merisha Harvey Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:


By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By:  _____
Courtney Clark Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson


By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By:  _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By:  _____
Alexander Harris Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark


By: _____
Kristin Fasano

By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By:  _____
David S. Almeida David Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By: _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Amy Donnelly

By: _____
Rhonda Gibson

By: _____
Ella Willians

By: _____
Merisha Harvey

By: _____
Serge Belozarov

By: _____
Courtney Clark

By: _____
Kristin Fasano

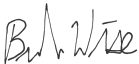
By: _____
Caitlin McDaniel

By: _____
Ashley O'Neil

By: _____
Alexander Harris

By: _____
Crystal Arter

By: _____
David S. Almeida
ALMEIDA LAW GROUP LLC
Proposed Class Counsel

By:  _____
Brandon M. Wise
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**
Proposed Class Counsel

Brandon Wise

SO AGREED FOR DEFENDANT:


Signed by:

By: D46DB4CBC98D40A
Alexander Weiss, Chief Financial Officer
ASPEN DENTAL MANAGEMENT, INC.

EXHIBIT A
CLAIM FORM

Error! Unknown document property name.

0000000000000000
0000000000000000

Your claim must be
submitted online or
postmarked by:

<<Claims Deadline>>

CLASS MEMBER CLAIM FORM

Donnelly, et al. v. Aspen Dental Management, Inc.
Case No. 2025LA000036
Circuit Court of Sangamon County, State of Illinois

ASPEN PIXEL

GENERAL INSTRUCTIONS

If you received a Notice, the Settlement Administrator identified you as one of the Settlement Class Members in the above referenced Litigation. You may submit a claim for Settlement benefits, as outlined below. Please refer to the Long-Form Notice posted on the Settlement Website www.website.com, for more information on submitting a Claim Form.

To receive a payment from this Settlement, you MUST submit the Claim Form below, which can also be done electronically at www.website.com by <<Claim Deadline>>

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, by U.S. mail to:

<<Settlement Administration – Case ID>>

c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

As a Settlement Class Member, you may submit a claim as set forth below:

Settlement Class Members may submit a Claim for a cash payment, which may increase or decrease depending on whether the Settlement Class Member is a Group 1 or Group 2 Settlement Class Member, or, depending on how many Valid Claims are made.

Questions? Go to www.website.com or call (XXX) XXX-XXXX

00000

CF

Page 1 of 3

00000

CF

Page 1 of 3

I. PAYMENT SELECTION

If you would like to elect to receive your cash payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

Error! Unknown document property name.

00000000000000
00000000000000

Your claim must be
submitted online or
postmarked by:

<<Claims Deadline>>

CLASS MEMBER CLAIM FORM

Donnelly, et al. v. Aspen Dental Management, Inc.
Case No. 2025LA000036
Circuit Court of Sangamon County, State of Illinois

ASPEN PIXEL

II. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address (optional):

_____@_____

Telephone Number: (_____) _____ - _____

III. PROOF OF CLASS MEMBERSHIP

- ☐ Check this box to certify that you are a natural person who used the website www.aspendental.com to book a dental appointment between February 20, 2022 and January 1, 2025.

Error! Unknown document property name.

00000000000000
0 0 0 0 0 0 0 0 0 0 0 0 0 0

Your claim must be
submitted online or
postmarked by:
<<Claims Deadline>>

CLASS MEMBER CLAIM FORM

Donnelly, et al. v. Aspen Dental Management, Inc.
Case No. 2025LA000036
Circuit Court of Sangamon County, State of Illinois

ASPEN PIXEL

Enter the Class Member ID number provided on your Postcard or Email Notice:

Class Member ID : 0 0 0 0 0 _____

Questions? Go to www.website.com or call (XXX) XXX-XXXX

00000

CF

Page 2 of 2

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____/_____/_____
Signature Date

Print Name

Questions? Go to www.website.com or call (XXX) XXX-XXXX

00000

CF

Page 3 of 3

00000
Page 3 of 3
CF

Error! Unknown document property name.

EXHIBIT B
SHORT FORM NOTICE
EMAIL & POST CARD

Error! Unknown document property name.

From: <<senderemail>>

To: <<classmemberemail>>

Subject: Email Notice of Class Action Settlement

Class Member ID: <<RefNum>>

**IF YOU RECEIVED THIS NOTICE, YOU HAVE BEEN IDENTIFIED AS A
SETTLEMENT CLASS MEMBER IN THE LITIGATION *DONNELLY, ET AL. V.
ASPEN DENTAL MANAGEMENT, INC.***

What Is This Litigation About? This Litigation is known as *Donnelly, et al. v. Aspen Dental Management, Inc.*, Case No. 2025LA000036, filed in the Circuit Court of Sangamon County, State of Illinois.

The Persons who sued are called the “Representative Plaintiffs” and the entity they sued, Aspen Dental Management, Inc., is known as the “Defendant” in this case. The Litigation is based on allegations that Defendant disclosed information about Representative Plaintiffs and Settlement Class Members (such information referred to herein collectively as “Private Information”) to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta (“Facebook”) and Google LLC (“Google”) via tracking pixels (the “Meta Pixel” or “Pixel”), and other tracking technologies (“Tracking Tools”) installed on Defendant’s Website (www.aspendental.com) (such alleged disclosure is defined below as the “Pixel Disclosure”).

Plaintiffs claim that Defendant’s implementation and usage of such Tracking Tools allegedly resulted in the invasion of Plaintiffs’ privacy and other alleged common law and statutory violations. Defendant denies any wrongdoing whatsoever.

Who Is A Settlement Class Member? You are a Settlement Class Member if you were identified as an individual who used Defendant’s website between February 20, 2022 and January 1, 2025 to make an appointment. Excluded from the Settlement Class are: (i) the officers and directors of Defendant and its affiliates, parents, and subsidiaries; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) any individual who timely and validly excludes themselves from the Settlement, and (iv) the successors or assigns of any such excluded Persons.

What Compensation Does the Settlement Provide? Defendant have agreed to pay up to approximately \$18,000,000 as a Settlement Fund. The Settlement Fund will be used to pay Notice and Settlement Administration Costs, attorneys’ fees and costs and expenses incurred by Class Counsel, and service awards, as approved by the Court. The Settlement Administrator will make Settlement payments pursuant to the Settlement Agreement, which may increase or decrease the cash payment depending on the amount left in the Settlement Fund and the number of valid Claimants.

Error! Unknown document property name.

How To Make A Claim? You must file a Claim Form by mail postmarked by <<Claim Deadline>>, and mailed to the Settlement Administrator's address below, or online at www.website.com by <Claim Deadline>, to receive compensation from the Settlement.

What Are My Other Rights? If you do not want to be legally bound by the Settlement, you must exclude yourself by **Opt-Out Date**. If you do not exclude yourself, you will release any claims you may have against Defendants and the Related Parties, as more fully described in the Settlement Agreement, available at **WEBSITE**. If you do not exclude yourself, you may object to the Settlement by **Objection Deadline**. Visit **WEBSITE** for complete information on how to exclude yourself from or object to the Settlement.

Do I have a Lawyer? Yes, the Court has appointed the Almeida Law Group and Peiffer Wolf Carr Kane Conway & Wise to represent you and the Settlement Class. Class Counsel will request payment of attorneys' fees not to exceed 29.4% of the Settlement Fund value, plus reimbursement of reasonable litigation expenses, and a Service Award of \$2,500 for each of the named Representative Plaintiffs.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** in Courtroom **X**, located at **COURT ADDRESS**, to consider whether to approve the Settlement. You are not required to attend the final approval hearing. The date or time of the hearing may change, so please check **WEBSITE** for updates.

For Additional Information or to Update Your Address & Contact Information:

Visit **WEBSITE** or contact the Settlement Administrator:

Mail: <<Settlement Administrator – Case ID>>, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**

Toll-Free: **(XXX) XXX-XXXX**

THIS EMAIL NOTICE IS ONLY A SUMMARY. YOU SHOULD REVIEW THE INFORMATION AVAILABLE AT WWW.WEBSITE.COM.

Unsubscribe

[Formatted for double sided USPS Postcard]

Class Member ID: <<RefNum>>

A proposed Settlement has been reached in a class action lawsuit known as *Donnelly, et al. v. Aspen Dental Management, Inc.*, Case No. 2025LA000036, filed in the Circuit Court of Sangamon County, State of Illinois.

What is this Litigation about? This Litigation is known as *Donnelly, et al. v. Aspen Dental Management, Inc.*, Case No. 2025LA000036, filed in the Circuit Court of Sangamon County, State of Illinois.

The Persons who sued are called the “Representative Plaintiffs” and the entity they sued, Aspen Dental Management, Inc., is known as the “Defendant” in this case. The Litigation is based on allegations that Defendant disclosed information about Representative Plaintiffs and Settlement Class Members (such information referred to herein collectively as “Private Information”) to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta (“Facebook”) and Google LLC (“Google”) via tracking pixels (the “Meta Pixel” or “Pixel”), and other tracking technologies (“Tracking Tools”) installed on Defendant’s Website (www.aspendental.com) (such alleged disclosure is defined below as the “Pixel Disclosure”).

Plaintiffs claim that Defendant’s implementation and usage of such Tracking Tools allegedly resulted in the invasion of Plaintiffs’ privacy and other alleged common law and statutory violations. Defendant denies any wrongdoing whatsoever.

Who Is A Settlement Class Member? You are a Settlement Class Member if you were identified as an individual who used Defendant’s website between February 20, 2022 and January 1, 2025 to make an appointment. Excluded from the Settlement Class are: (i) the officers and directors of Defendant and its affiliates, parents, and subsidiaries; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) any individual who timely and validly excludes themselves from the Settlement, and (iv) the successors or assigns of any such excluded Persons.

What Compensation Does the Settlement Provide? Defendant have agreed to pay up to approximately \$18,000,000 as a Settlement Fund. The Settlement Fund will be used to pay Notice and Settlement Administration Costs, attorneys’ fees and costs and expenses incurred by Class Counsel, service awards, and settlement payments to the Class Members who submit timely and valid claims, as approved by the Court. The Settlement Administrator will make settlement payments pursuant to the Settlement Agreement, which may increase or decrease the cash payment depending on the amount left in the Settlement Fund and the number of valid claimants.

How To Make A Claim? You must file a Claim Form by mail postmarked by <<Claim Deadline>>, and mailed to the Settlement Administrator’s address below, or online at www.website.com by <Claim Deadline>, to receive compensation from the Settlement.

Error! Unknown document property name.

What Are My Other Rights? If you do not want to be legally bound by the Settlement, you must exclude yourself by **Opt-Out Date**. If you do not exclude yourself, you will release any claims you may have against Defendants and the Related Parties, as more fully described in the Settlement Agreement, available at **WEBSITE**. If you do not exclude yourself, you may object to the Settlement by **Objection Deadline**. Visit **WEBSITE** for complete information on how to exclude yourself from or object to the Settlement.

Do I have a Lawyer? Yes, the Court has appointed the Almeida Law Group and Peiffer Wolf Carr Kane Conway & Wise to represent you and the Settlement Class. Class Counsel will request payment of attorneys' fees not to exceed 29.4% of the Settlement Fund value, plus reimbursement of reasonable litigation expenses, and a Service Award of \$2,500 for each of the named Representative Plaintiffs.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** in Courtroom **X**, located at **COURT ADDRESS**, to consider whether to approve the Settlement. You are not required to attend the final approval hearing. The date or time of the hearing may change, so please check **WEBSITE** for updates.

For Additional Information or to Update Your Address & Contact Information:

Visit **WEBSITE** or contact the Settlement Administrator:

Mail: <<Settlement Administrator – Case ID>>, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**

Toll-Free: **(XXX) XXX-XXXX**

THIS POSTCARD NOTICE IS ONLY A SUMMARY. YOU SHOULD REVIEW THE INFORMATION AVAILABLE AT **WWW.WEBSITE.COM.**

EXHIBIT C
LONG FORM NOTICE

Error! Unknown document property name.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Seventh Judicial Circuit, County of Sangamon
State of Illinois
Donnelly, et al. v. Aspen Dental Management, Inc.

Case No. 2025LA000036

**IF YOU BOOKED AN APPOINTMENT ONLINE ON WWW.ASPENDENTAL.COM
FROM FEBRUARY 20, 2022 THROUGH JANUARY 1, 2025, YOU MAY BE ELIGIBLE
TO RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.**

This Litigation is titled *Donnelly, et al. v. Aspen Dental Management, Inc.*, Case No. 22025LA000036 and is pending in the Circuit Court of Sangamon County, State of Illinois. The Persons that filed the class action lawsuit are called Plaintiffs or Class Representatives and sued Aspen Dental Management, Inc. (“Aspen”) referred to herein as the “Defendant.”

The Litigation arises from Plaintiffs’ allegations that Defendant disclosed information about Plaintiffs and Settlement Class Members to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta (“Facebook”) and Google LLC (“Google”) via tracking pixels (the “Meta Pixel” or “Pixel”), and other tracking technologies, called Tracking Tools, installed on Defendant’s Website, www.aspendental.com. These alleged disclosures are also referred to as the Pixel Disclosure(s).

In the Litigation, Plaintiffs claim that Defendant’s implementation and usage of such Tracking Tools allegedly resulted in the invasion of Plaintiffs’ and Settlement Class Members’ privacy and other alleged common law and statutory violations. Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?** There are two subclasses that make up the Settlement Class:

- 1) **Group 1** – you are a Group 1 Settlement Class Member if you booked an appointment between February 20, 2022 and June 1, 2023.
- 2) **Group 2** – you are a Group 2 Settlement Class Member if you booked an appointment on the Website between June 2, 2023 and January 1, 2025.

Excluded from the Settlement Class are (i) the officers and directors of Defendant and its affiliates, parents, and subsidiaries; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) any individual who timely and validly excludes themselves from the Settlement, and (iv) the successors or assigns of any such excluded Persons.

Settlement Class Members under the Settlement Agreement will be eligible to receive compensation based on the Subclass they are in:

- ❖ **Group 1 Settlement Class Members:** Defendant has agreed to pay approximately \$2,700,000 into a Settlement Fund to pay the Notice and Settlement Administration

Costs, Attorneys' Fees and Expenses, and service awards, as approved by the Court. The Settlement Administrator will make *pro rata* Settlement payments for Valid Claims by Group 1 Settlement Class Members.

- ❖ **Group 2 Settlement Class Members:** Defendant has agreed to pay up to approximately \$16,000,000 for valid Claims made by Group 2 Settlement Class Members. In addition to paying Notice and Settlement Administration Costs, Attorneys' Fees and Expenses, Defendant will pay Valid Claims up to \$15.00, depending on the number of Valid Claims.

To submit a claim or obtain more information, visit www.website.com or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claim Deadline>>.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	You must submit a Claim Form in order to receive the above-listed cash payment. Your Claim Form must include your unique Class Member ID found on the postcard or email notice sent to you (also available from the Settlement Administrator).	Submitted or postmarked on or before <<Claim Deadline>>.
Exclude Yourself by Opting Out of the Class	Receive no payment from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the alleged Pixel Disclosure and Released Claims defined in the Settlement Agreement.	Mailed and postmarked on or before <<Opt-Out Date>>.
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>> about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>>.

Do Nothing	You will not receive any Settlement payments from this class action Settlement. If the Settlement becomes final, you will give up your rights to sue Defendant (or any Released Parties) separately for claims relating to the Pixel Disclosure and Released Claims defined in the Settlement Agreement or to continue to pursue any such claims you have already filed.	N/A
-------------------	--	-----

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM,
YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM**

What This Notice Contains

Basic Information	4
Who is in the Settlement	4
The Settlement Benefits—What You Get if You Qualify	5
How Do You Submit a Claim	6
Excluding Yourself from the Settlement	7
Objecting to the Settlement	8
The Lawyers Representing You	9
The Court’s Final Approval Hearing	9
If You Do Nothing	10
Additional Information	11

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to grant final approval and make the Settlement Final. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Judge Schmidt of the Circuit Court of Sangamon County, State of Illinois is overseeing this case captioned as *Donnelly, et al. v. Aspen Dental Management, Inc.*, Case No. 2025LA000036. The people who brought the lawsuit are called the Representative Plaintiffs. The entity being sued, Aspen Dental Management, Inc., is called the Defendant.

2. What is the Litigation about?

The Litigation arises from Representative Plaintiffs' allegations that Defendant disclosed information about Representative Plaintiffs and Settlement Class Members to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta ("Facebook") and Google LLC ("Google") via tracking pixels (the "Meta Pixel" or "Pixel"), and other tracking technologies, called Tracking Tools, installed on Defendant's Website. These alleged disclosures are also referred to as the Pixel Disclosure(s).

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant have done anything wrong.

3. Why is this a class action?

In a class action, one or more people called "Representative Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to this Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Representative Plaintiffs appointed to represent the Settlement Class, and the attorneys for the Settlement Class (also referred to as "Class Counsel") think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

There are two subclasses that make up the Settlement Class:

- 1) Group 1 Settlement Class Members** – you are a Group 1 Settlement Class Member if you booked an appointment on the Website between February 20,

Error! Unknown document property name.

2022 and June 1, 2023.

- 2) Group 2 Settlement Class Members** – you are a Group 2 Settlement Class Member if you booked an appointment on the Website between June 2, 2023 and January 1, 2025.

Excluded from the Settlement Class are (i) the officers and directors of Defendant and its affiliates, parents, and subsidiaries; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) any individual who timely and validly excludes themselves from the Settlement, and (iv) the successors or assigns of any such excluded Persons.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<<Settlement Administrator - Case ID>>
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT BENEFITS–WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides a Settlement Fund of more than \$18,000,000 to be used to pay for: (i) reasonable Notice and Settlement Administration Costs incurred in the administration of the Settlement, as approved by Class Counsel and the Court; (ii) any taxes owed by the Settlement Fund; (iii) any Service Awards to Representative Plaintiffs approved by the Court; (iv) any Attorneys' Fees and Expenses as approved by the Court; (v) *pro rata* cash payments to Group 1 Settlement Class Members who submit a Valid Claim Form; and (vi) \$15.00 cash payments to Group 2 Settlement Class Members who submit a Valid Claim Form, unless subject to a *pro rata* reduction depending on the number of Valid Claims submitted.

- ❖ Settlement Class Members under the Settlement Agreement may submit a claim to receive: **Group 1 Settlement Class Members:** Defendant has agreed to pay approximately \$2,700,000 into a Settlement Fund to pay the Notice and Settlement Administration Costs, Attorneys' Fees and Expenses, and service awards, as approved by the Court. The Settlement Administrator will make *pro rata* Settlement payments for valid Claims by Group 1 Settlement Class Members.
- ❖ **Group 2 Settlement Class Members:** Defendant has agreed to pay up to approximately \$16,000,000 for valid Claims made by Group 2 Settlement Class Members in an amount of \$15.00, unless subject to a *pro rata* reduction depending on the number of Valid Claims, Notice and Settlement Administration Costs, and Attorneys' Fees and Expenses.

HOW DO YOU SUBMIT A CLAIM?

8. How do I get a Settlement Payment?

To receive a Settlement Payment, you must complete and submit a Claim Form online at www.website.com or by mail to <<Settlement Administrator - Case ID>>, c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form and submit online by <<Claim Deadline>> or by mail postmarked by <<Claim Deadline>>.

9. How will claims be decided?

The Settlement Administrator will distribute the Settlement Fund via cash payments to Settlement Class Members who submit a valid and timely Claim Form.

Settlement Class Members who request a replacement payments within 90 days after issuance will have an additional thirty (30) days to redeem their payment.

10. When will I get my Settlement Payment?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. CT to decide whether to approve the Settlement. You do not need to attend the Final Approval Hearing. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Payments will begin after the Settlement has obtained Court approval and the time for all appeals has expired, and the Settlement funds have been received for disbursement.

11. What am I giving up as part of the Settlement?

Defendant and its affiliates will receive a release from all claims that could have been or that were brought against Defendant relating to the Pixel Disclosure and Released Claim as defined in the Settlement Agreement. Thus, if the Settlement becomes Final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendant's and these entities' respective predecessors, successors, assigns, shareholders, members, trustees, directors, officers, employees, principals, agents, attorneys, representatives, providers, advisors, consultants, contractors, vendors, partners, insurers, reinsurers, and subrogees, and includes, without limitation, any Person related to any such entity who could have been named as a defendant in this Litigation. This release is described in the Settlement Agreement, known as Released Claims, which is available at www.website.com. If you have any questions, you can

talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

12. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Related Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Related Parties for any claim that could have been or was brought relating to the Pixel Disclosure and Released Claim as defined in the Settlement Agreement. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement in *Donnelly, et al. v. Aspen Dental Management, Inc.*, Case No. 2025LA000036. The Request for Exclusion must: (i) identify the case name and number of this Litigation; (ii) state the Settlement Class Member’s full name, address, and telephone number; (iii) contain the Settlement Class Member’s personal and original signature; (iv) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class; and (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. You must mail your Request for Exclusion to the Settlement Administrator postmarked by **<<Opt-Out Date>>**, to:

<<Settlement Administrator - Case ID>>
c/o Kroll Settlement Administration LLC
PO Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

You can tell the Court that you do not want the Settlement to be approved for anyone by filing an “Objection.” For an Objection to be a valid Objection under the Settlement, it must be in writing, mailed to the to the Clerk of the Court at the address listed below, or filed online via the Illinois e-filing system, Odyssey, or postmarked or dated by **no later than <<Objection Deadline>>**.

Clerk of the Court
Circuit Clerk 200 S 9th St #405 Springfield, IL 62701

Your Objection must be written and must:

- i) include the case name and number of the Litigation;
- ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- iii) contain the Settlement Class Member's personal and original signature;
- iv) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, telephone number, and email address of the attorney;
- v) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class;
- vi) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- vii) set forth a statement of the legal and/or factual basis for the Objection;
- viii) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; and
- ix) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

If an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (i) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; and (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

16. What is the difference between objecting and asking to be excluded?
--

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you. If you submit both a valid objection and a valid Request for Exclusion, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

Error! Unknown document property name.

17. Do I have a lawyer in this case?

Yes. The Court appointed the Almeida Law Group and Peiffer Wolf Carr Kane Conway & Wise, LLP as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel shall request the Court to approve an award of attorneys' fees to be paid from the Settlement Fund. Class Counsel anticipates seeking payment of approximately 29.4% of the Settlement Fund, plus reimbursement of reasonable litigation expenses, not to exceed \$60,000. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent fee basis.

Class Counsel will also ask the Court for Service Awards up to \$2,500 for each of the Representative Plaintiffs, from the Settlement Fund, in recognition of their contributions to this Litigation.

THE COURT'S FINAL APPROVAL HEARING

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

The Court may hold a Final Approval Hearing at <<Time>> CT on <<Date>>, at the <<Court Address>>, Room [REDACTED] as ordered by the Court. If there are no objections, the Court may rule on Final Approval without a Final Approval Hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. The Court will also rule on the any motion seeking payment of Attorneys' Fees and reimbursement of costs of litigation, as well as Service Awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice.

20. Do I have to attend the hearing?

No. Class Counsel will represent the Settlement Class before the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you

must file an objection according to the instructions in Question 16, including all the information required.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Related Parties based on any claim that could have been or that was brought relating to the Pixel Disclosure.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.website.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

<<Settlement Administrator - Case ID>>
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR
DEFENDANT FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**