

## STATE SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (the “Agreement”) is entered into between the State of Washington (“the State”) and Toothdocs (formerly known as Comfort Dental Camas) and Doctors Brady Smith and Erica Lenz (“Toothdocs”), “the Parties.”

### II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. At all relevant times, Toothdocs, a Washington dental practice, provided dental services to Washington Medicaid patients.

B. The State asserts that Toothdocs caused claims for payment to be submitted to the State’s Medicaid program (42 U.S.C. Chapter 7 Subchapter XIX)

C. The State contends that it has certain civil and administrative causes of action against Toothdocs. for engaging in the following conduct (the “Covered Conduct”):

The State alleges that, from October 2017 through March 30, 2023, Toothdocs violated the FCA and related state statutes by submitting claims that did not meet the HCA billing guides’ requirements, such as billing parenteral medicaments for disbursement of over-the-counter (“OTC”) ibuprofen. The billing of codes D9610 and D9612 (parenteral medicaments), amounts to \$371,255.57 loss to the Medicaid fund.

Other areas of concern covered by the Covered Conduct includes billing for: D7140 Extraction Erupted Tooth; D7210 Remove Impacted Tooth; D4341 Scaling & Root Planing; D9230

Analgesia; D9992 case management and care coordination, D2335 Anterior 4+ Surf Resin; D9110 Palliative treatment – as required by the Core Provider Agreement (“CPA”) and in violation of the FCA and related state statutes.

G. The Parties mutually desire to reach a full and final settlement as set forth below.

### III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. Defendant admits, acknowledges, and accepts responsibility for the following

Covered Conduct:

- a. Toothdocs is a dental practice within the State of Washington, and entered a Core Provider Agreement (“CPA”) with HCA on May 13, 2018.
- b. HCA reimburses for medical services furnished to an eligible client when the provider bills according to agency rules and billing instructions. WAC 182-502-0100(1)(e).
- c. HCA maintains billing requirements for dental billing. Those requirements provide, as applicable here, that services be medically necessary and properly documented, among other conditions laid out in the guides. Toothdocs understood that claims submitted to the Medicaid health care programs seeking reimbursement for dental services must comply with these requirements.
- d. Between October 2017 and March 2023, Toothdocs provided dental services for a number of patients covered by the Medicaid health care program, and submitted claims to obtain reimbursement for dental services non-compliant with the billing guides.

Billing of Parenteral Medicaments

- e. The Billing Guide provides the following restrictions/requirements for billing parenteral medicaments: a) Includes antibiotic, steroids, anti-inflammatory drugs, or other therapeutic medications; b) only one single-drug injection or one multiple-drug injection per date of service. The Health Care Authority only covers prescriptions for oral analgesics for home use, which must be filled at a pharmacy unless the patient 20 years old and under. These codes do not contemplate OTC painkillers or anti-inflammatories “for comfort.”
- f. MFAD found instances where Toothdocs billed parenteral medicaments that did not meet HCA billing guide requirements, particularly for the billing of OTC painkillers or anti-inflammatories “for comfort.”

The Covered Conduct in this settlement also includes billing for: D7140 Extraction Erupted Tooth; D7210 Remove Impacted Tooth; D4341 Scaling & Root Planing; D9230 Analgesia; D9992 case management and care coordination, D2335 Anterior 4+ Surf Resin; D9110 Palliative treatment – when the services were not medically necessary or properly documented.

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- g. As a result of the above-referenced conduct, Toothdocs received reimbursements from the Medicaid health care program for some dental claims that did not comply with all of HCA’s dental billing rules and guidance.

2. Toothdocs agrees to pay to the State the sum of \$500,000.00 (the “Settlement Amount”) to reimburse the State for the non-compliant billing deficiencies outlined in 1 above for the Billing of Parenteral Medicaments. The Settlement Amount shall constitute a debt immediately due and owing to the State on the “effective date” of the Settlement Agreement, as defined therein and subject to the terms of this Agreement. The debt shall forever be discharged by payments to the State under the following terms and conditions:

(a) Toothdocs shall pay to the State the sum of \$500,000.00 pursuant to the terms of the Settlement Agreement.

(b) Payment in full shall be made within 30 days of this agreement being in effect (on or before July 13, 2026).

3. Subject to the reserved claims below, and conditioned on Toothdocs's full payment of the Settlement Amount, Washington MFAD and the Washington Medicaid Program release Toothdocs, together with its current and former direct and indirect parent corporations, including, without limitation, including all of its members, partners, and employees; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; dbas; and the corporate successors and assigns of any of them (collectively the "Releasees"), from any civil, or administrative claim Washington MFAD and/or the Washington Medicaid Program has for the Covered Conduct under the False Claims Act, 31 U.S.C. Sec. 3729(a), and RCW 74.66.020, and all common law claims, including without limitation claims for payment by mistake, unjust enrichment, breach of contract, fraud, and negligent misrepresentation.

4. Toothdocs will comply with the HCAs billing rules and guides, and utilize controls to ensure proper billing practices.

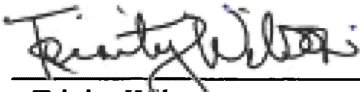
5. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims of the State are specifically reserved and are not released:

- (a) any criminal, civil, or administrative liability arising under state revenue codes;
- (b) any civil or administrative liability that any person or entity, including Toothdocs, has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered above, including, but not limited to, any and all of the following claims: (i) State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- (c) any liability to the State for any conduct other than the Covered Conduct;
  - (d) any liability based upon obligations created by this Agreement;
  - (e) except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusions from the State's Medicaid Program;
  - (f) any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
  - (g) any civil or criminal liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
  - (h) any liability for failure to deliver goods or services due; or
  - (i) any liability of individuals, other than Dr. Brady Smith and Dr. Erica Lenz, the Toothdocs, their parent companies, and subsidiaries;
  - (j) any criminal liability.
6. Nothing in this Agreement constitutes an agreement by the State of Washington concerning the characterization of the amounts paid hereunder for purposes of Washington State's or IRS revenue code.
7. Toothdocs fully releases Washington MFAD and the Washington Medicaid Program, their officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Toothdocs asserted, could have asserted, or may assert in the future against the State of Washington, their agencies, officers, agents, employees, and servants, related to the Covered Conduct and the State's investigation and prosecution thereof.
8. Toothdocs expressly warrants it is currently solvent, meaning that a fair valuation of Toothdocs's property (exclusive of exempt property) exceeds the sum of its debts.
9. The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.
10. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability as to any other person or entity.

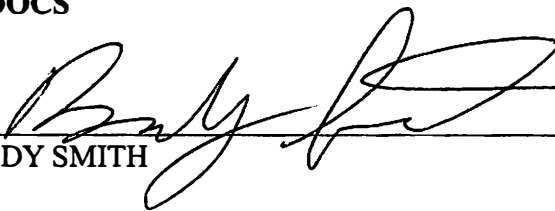
11. Except as identified in Paragraph 4, nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.
12. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
13. This Agreement is governed by the laws of the State, and venue for addressing and resolving all disputes relating to this Agreement shall be Thurston County Superior Court.
14. By their undersigned signature, Toothdocs's agent represents and warrants that they are authorized to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State, including the Medicaid Program, through their respective agencies and departments.
15. The Effective Date of this Agreement shall be the date of signature of the last signatory to this Agreement. Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement.
16. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties
17. This Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties.
18. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by the Parties to this Agreement and shall not be construed against any of the Parties for that reason.

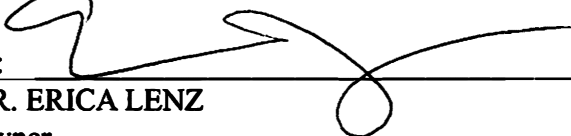
**STATE OF WASHINGTON**

By:  Dated: 06/03/2026  
Trinity Wilson  
Medicaid and CHIP Director  
Washington State Health Care Authority

By: Larissa Payne Dated: 06/08/26  
LARISSA PAYNE, WSBA # 31461  
Director Medicaid Fraud Control Division  
Washington Attorney General's Office

**TOOTHDOCS**

By:  Dated: 6/2/26  
DR. BRADY SMITH  
Owner  
Toothdocs

By:  Dated: 6/1/26  
DR. ERICA LENZ  
Owner  
Toothdocs