

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT
TENTH JUDICIAL DISTRICT

ASHLEY BURGESS, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

**MINNESOTA ORTHODONTICS AND
DENTOFACIAL ORTHOPEDICS, P.A.**,

Defendant.

No. 82-cv-25-3249

Judge Douglas B. Meslow

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (“Motion”), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Ashley Burgess (“Plaintiff” or “Class Representative”) and Defendant Minnesota Orthodontics and Dentofacial Orthopedics, P.A. (“Minnesota Orthodontics” or “Defendant”) (together “the Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to

find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Rule 23.01 and .02 of the Minnesota Rules of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Minnesota Rule of Civil Procedure 23.05, and for the purposes of settlement only, the following Settlement Class consisting of: “all persons residing in the United States whose Private Information was potentially compromised in the Minnesota Orthodontics and Dentofacial Orthopedics, P.A. Data Incident that occurred in or around February 2025, including all those who received notice of the Data Incident.” Excluded from the Settlement Class are (a) all persons who are directors or officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

5. For settlement purposes only, Plaintiff Ashley Burgess is hereby appointed as the Settlement Class Representative.

6. For settlement purposes only, Brittany Resch of Strauss Borrelli PLLC and Leanna A. Loginov of Shamis & Gentile, P.A. are hereby appointed as Settlement Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action

resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notices of Settlement, attached to the Settlement Agreement, and finds that they meet the requirements of Rule 23.05(a)(2) of the Minnesota Rules of Civil Procedure and satisfies Due Process requirements under the U.S. and Minnesota Constitutions.

9. The Court finds that the notice process set forth in the Settlement Agreement meets the requirements of Rule 23.05(a)(2) of the Minnesota Rules of Civil Procedure and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current or former employees and patients of Minnesota Orthodontics and may be readily ascertained from Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members except for those who validly and timely exercise their right to opt-out. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notices of Settlement in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Analytics, or such other entity that the Parties mutually agreed upon, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement. The Parties, by agreement, may seek an extension of the Notice Date if they believe additional time is needed to obtain Class List data, and Notice shall

not thereafter issue until the Court enters an amended preliminary approval order with settlement deadlines amended to account for such amended Notice Date.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to submit a valid and timely Claim Form in conformance with the requirements set forth in the Settlement Agreement. Participating Settlement Class Members shall receive the relief to which they are entitled following the Final Approval of the Settlement.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any Settlement Class Member may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered, such written exclusion request must conform to the requirements as set forth in paragraph 71 of the Settlement Agreement.

15. Any Settlement Class Member who elects to be excluded shall not: (i) be bound by the releases or covenants in the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

16. Settlement Class Counsel may file an application for attorneys' fees, costs, and service award payment as set forth in the Settlement Agreement at the same time the Motion for Final Approval is made.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement—including the amount of the attorneys' fees and costs that Settlement Class Counsel intends to seek and the payment of the Service Award to the Settlement Class Representative—may object to the Settlement by expressly stating their objection in writing. To be considered, such objection must conform to the requirements as set forth in paragraphs 72 and 73 of the Settlement Agreement.

18. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Award to the Settlement Class Representative are required to indicate in their written objection whether, if they intend to appear at the Final Approval Hearing, they will do so on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection, such Settlement Class Member must also include in their written objection any documents supporting the objection.

19. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements for the objection set forth in this Order and in the Settlement Agreement are fully and timely satisfied by including: (i) the objector's full name,

mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). Objections must be filed with the Court, and mailed by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein and in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or

otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

20. All papers in support of the Final Approval of the proposed settlement shall be filed at least two weeks before the Final Approval Hearing.

21. A Final Approval Hearing shall be held **via video before the** Court on **June 5, 2026, at 10:00 a.m., CT** for the following purposes:

- a) to finally determine whether the applicable prerequisites for settlement class action treatment under Minnesota Rule of Civil Procedure 23.05 have been met;
- b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;
- d) to determine whether the Notice employed meets the requirements of Rule 23.05(a)(2) of the Minnesota Rules of Civil Procedure and constitutes the best notice practicable under the circumstances;
- e) to consider the Settlement Class Counsel Fee Petition;
- f) to consider the application for the Service Award to the Settlement Class Representative;
- g) to consider the distribution of the Settlement benefits pursuant to the Settlement Agreement; and
- h) to rule upon such other matters as the Court may deem appropriate.

22. The Final Approval Hearing may be postponed, adjourned, transferred, continued, or changed location by order of the Court without further notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members and approves the Settlement Agreement and enter a Final Judgment.

23. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

24. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Final Judgment, including the releases contained therein.

24. All discovery and other proceedings in the Action as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

25. For clarity, the key deadlines set forth above and in the Settlement Agreement are as follows:

| Action | Deadline |
|---|--|
| Defendant Provides Settlement Class List to Claims Administrator | Within fifteen (15) days of entry of the Preliminary Approval Order |
| Deadline For Claims Administrator to Issue Notice to Settlement Class Members (“Notice Deadline”) | No later than thirty (30) days after entry of the Preliminary Approval Order |
| Objection/Opt-Out Deadline | Sixty (60) days after the Notice Deadline |
| Claims Deadline | Ninety (90) days after the Notice Deadline |
| Application for Attorneys’ Fees, Costs, and Service Award to Be Filed by Settlement Class Counsel | At least two weeks before Final Approval Hearing |
| Motion for Final Approval to Be Filed By Settlement Class Counsel | At least two weeks before Final Approval Hearing |
| Final Approval Hearing | No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order VIA VIDEO before the Court on June 5, 2026, 1t 10:00 a.m. CT |

IT IS SO ORDERED.

Dated

Judge