

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiff, on behalf of herself and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

RECITALS

WHEREAS, Defendant is an orthodontic treatment provider with its principal place of business in Minnesota.

WHEREAS, as a pre-condition of receiving healthcare services and/or seeking employment from Defendant, Defendant collects, maintains, and stores the personal and sensitive information belonging to Settlement Class Members.

WHEREAS, on or about February 26, 2025, Defendant became aware of a cybersecurity incident wherein a third party unlawfully breached Defendant's computer systems and network and may have gained access to Private Information belonging to approximately 49,958 current or former employees and patients. The Private Information impacted varied between individuals but included names, dates of birth, financial information, medical information, and health insurance coverage information, and other sensitive information.

WHEREAS, immediately following its discovery of the Data Incident, Defendant posted a notice of the Data Incident on its public website. In October 2025, Defendant sent formal notification letters to the individuals whose information may have been involved.

WHEREAS, on June 2, 2025, Plaintiff filed a complaint against Defendant in the Washington County District Court for the State of Minnesota, relating to the Data Incident;

¹ All capitalized terms herein shall have the same meanings as those defined in Section I below.

WHEREAS, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement;

WHEREAS, in connection with their settlement discussions, the Parties exchanged informal discovery including information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Data Incident, the specific type of information potentially accessed, and Defendant's financial resources and limitations;

WHEREAS, following prolonged and extensive arm's length negotiations, including at a formal mediation with the help of retired Judge Tom Fraser, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued

litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. Definitions

12. “**Action**” means the class action lawsuit entitled: *Ashley Burgess v. Minnesota Orthodontics and Dentofacial Orthopedics, P.A.*, Case No. 82-CV-25-3249 filed in the Washington County District Court for the State of Minnesota.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between the Plaintiff and Defendant.

14. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Award for the Class Representative.

15. “**Business Practice Commitments**” means the security improvements and safeguards to enhance existing security protocols that Defendant will undertake as part of the Settlement.

16. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for Alternative Cash Payment under Section III herein.

17. “**Alternative Cash Payment**” means the Settlement Class Member Benefit consisting of an estimated \$25.00 cash payment per Settlement Class Member, that Settlement Class Members may elect under Section III herein.

18. “**Claim**” means the submission of a Claim Form by a Claimant.
19. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.
20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Court and/or Settlement Administrator.
21. “**Claim Form Deadline**” shall be 90 days following the commencement of the Notice Program and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Member Benefits.
22. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which ones are Valid Claims.
23. “**Class Counsel**” means: Leanna A. Loginov of Shamis & Gentile, P.A. and Brittany Resch of Strauss Borrelli PLLC.
24. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by the Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names and current addresses,.
25. “**Class Representative**” means the Plaintiff.
26. “**Complaint**” means the Class Action Complaint filed by Plaintiff in the Washington County District Court for the State of Minnesota.
27. “**Court**” means the Washington County District Court for the State of Minnesota,

and the Judge(s) assigned to the Action.

28. “**Credit Monitoring**” means the two years of one-bureau credit monitoring through IDX that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

29. “**Data Incident**” means the potential unauthorized access to or acquisition of Plaintiff and the Settlement Class’s Private Information that Defendant discovered on or about February 26, 2025.

30. “**Defendant**” means Minnesota Orthodontics and Dentofacial Orthopedics, P.A., the Defendant in the Action.

31. “**Defendant’s Counsel**” means Michael Jervis of Mullen Coughlin LLC.

32. “**Effective Date**” means the day after all of the following events have occurred: (1) This Settlement Agreement has been fully executed by all Settling Parties and their counsel; (2) the Court has preliminarily certified the Settlement Class and approved of the Settlement; (3) the Court has approved the Notice Plan and ordered that notice be disseminated; (4) the Settlement Agreement has not been terminated for any reason; and (5) (a) 60 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; (b) if appeals are taken from the Final Approval Order, such appeal has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving the Settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

33. “**Final Approval**” means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

34. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

35. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as *Exhibit 5* to the Settlement Agreement.

36. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 1* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

37. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement at least two weeks before the Final Approval Hearing.

38. “**Motion for Preliminary Approval**” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

39. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

41. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a

Settlement Class member who has submitted an invalid or deficient Claim.

42. “**Objection Deadline**” means 60 days following the commencement of the Notice Program.

43. “**Opt-Out Deadline**” means 60 days following the commencement of the Notice Program.

44. “**Party**” means either Plaintiff or Defendant, and “**Parties**” means Plaintiff and Defendant collectively.

45. “**Plaintiff**” means Ashley Burgess.

46. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

42. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

44. “**Private Information**” means names, dates of birth, financial information, medical information, and health insurance coverage information, and other sensitive information.

45. “**Releases**” means the releases and waiver set forth in Section XII of this Agreement.

46. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or

unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law (including Unknown Claims as set forth in Paragraph 94), against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

47. **“Released Parties”** means Defendant, Rogers Minnesota Orthodontics, PLLC, Rosemount Minnesota Orthodontics PLLC, DRD LLC, (all Minnesota limited liability companies) and each entity which is controlled by, controlling or under common control with them and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

48. **“Releasing Parties”** means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

49. **“Service Award”** means the payment the Court may award the Plaintiff for serving as Class Representative, which is in addition to the Cash Payment and Credit Monitoring she is entitled to submit a Claim for as a Settlement Class Member.

50. **“Settlement Administrator”** means Analytics.

51. **“Settlement Administration Costs”** means all costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration.

52. **“Settlement Class”** means 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.

53. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

54. “**Settlement Class Member Benefits**” means the Cash Payment and Credit Monitoring that Settlement Class Members may elect in the Settlement.

55. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

56. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim,

including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

II. Certification of the Settlement Class

57. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. This Agreement shall not be relied upon or referenced in support of any subsequent motion for class certification in any proceeding.

III. Settlement Class Member Benefits

58. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from the Defendant. When submitting a Valid Claim, Settlement Class Members must choose to receive either Credit Monitoring or an Alternative Cash Payment. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Credit Monitoring

Settlement Class Members may make a Claim for Credit Monitoring that will include two years of one-bureau Credit Monitoring through IDX Financial Shield Pro which will include up to \$1,000,000.00 in identity theft protection, among other features. The costs of Credit Monitoring

for approved claims shall be paid by Defendant.

b. Alternative Cash Payment

As an alternative to Credit Monitoring, Settlement Class Members may elect to make a Claim for an alternative cash payment in the amount of \$25.00. The maximum aggregate amount payable to Settlement Class Members for benefits claimed for the Alternative Cash Payment shall be \$50,000.00. In the event the aggregate claimed amount of Alternative Cash Payments exceeds \$50,000.00, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all alternative cash payments does not exceed \$50,000.00.

59. Business Practice Commitments

Separate from and in addition to the Settlement Class Member Benefits, Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements.

60. Settlement Administration Costs

Defendant shall be solely responsible for all Settlement Administration Costs. The Settlement Administrator and the Defendant will enter into a separate agreement related to the payment of Settlement Administration Costs. Plaintiff, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

IV. Settlement Approval

61. Within 10 day of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement;

(4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Leanna A. Loginov and Brittany Resch as Class Counsel; (7) appoint the Plaintiff as the Class Representatives; (8) appoint Analytics as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant' Counsel.

V. Settlement Administrator

62. The Parties agree that, subject to Court approval, Analytics, shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator and their work. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Minnesota.

63. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments and issuing Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

64. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by notifyingg the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of

deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

- b. Establishing and maintaining the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendant' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow

the Parties to seek and obtain Final Approval;

j. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

k. Email all Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring;

l. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;

m. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VI. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

65. Defendant will make available to the Settlement Administrator the Class List no later than fifteen days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

66. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

67. Settlement Class Members shall be mailed a Postcard Notice by USPS First Class Mail.

68. Once the Postcard Notices are mailed, the Settlement Administrator shall perform

reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days after entry of the Preliminary Approval Order, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

69. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date, time, or location (in-person or via remote means) for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date, time, or location for the Final Approval Hearing changes.

70. The Settlement Administrator shall establish and make live the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

71. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing by US Mail a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

72. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and mailed by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must postmark and file the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

73. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address
(if any);

- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. 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;
- d. 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;
- e. 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;
- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

VII. Claim Form Process and Disbursement of Settlement Class Member Benefits

74. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

75. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

76. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

77. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall use all reasonable efforts and means to identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

78. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and

abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require additional information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

79. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the postmark date the Notice of Deficiency is mailed to the Claimant or 15 days from the date of sending via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

80. Where a good faith basis exists, the Settlement Administrator may reduce or reject

a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

81. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such

notifications to Claimants.

- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

82. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

83. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

84. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date.

85. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, at the election of the Claimant. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement to the funds.

86. The Settlement Administrator will send an email to Settlement Class Members that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

VIII. Final Approval Order and Final Judgment

87. Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 15 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

88. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims;
and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members,

and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. Service Awards, Attorneys' Fees, and Costs

89. **Service Awards.** Class Counsel, on behalf of the Class Representative, may seek a Service Award of up to \$2,000.00, subject to Court approval. If approved, the Service Award shall be payable separately from the Settlement Class Member Benefits. The Service Award, at Class Counsel's instruction, shall be payable by the Settlement Administrator either to Class Counsel (on behalf of the Class Representative) or to the Class Representative directly. Class Counsel will provide the Settlement Administrator with instructions in advance of the Effective Date.

90. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$135,000.00, to be paid by Defendant separately from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. The attorneys' fees and costs approved by the Court shall be paid by wire transfer to an account designated by Class Counsel within thirty-five days of the Effective Date. Class Counsel will provide the Settlement Administrator with instructions in advance of the Effective Date.

91. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

X. Releases

92. **The Release.** Upon the Effective Date, and in consideration of the Settlement

benefits and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Plaintiffs, Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Release Parties in any jurisdiction.

93. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full

accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

The Releasing Parties also waive the provisions and rights of any law(s) or provisions that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11).

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or

unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

94. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

95. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XI. Termination of Settlement

96. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

97. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

98. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XII. Effect of Termination

99. The grounds upon which this Agreement may be terminated are set forth in Section XI. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

100. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIII. No Admission of Liability

101. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

102. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

103. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

104. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the 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 Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

105. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIV. Miscellaneous Provisions

106. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the

Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court, or limit the documents the Parties must file with the Court, to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

107. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

108. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

109. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

110. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

111. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated

written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

112. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

113. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Minnesota, without regard to the principles thereof regarding choice of law.

114. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

115. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

116. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Leanna A. Loginov
Shamis & Gentile, P.A.
14 NE 1st Avenue, Suite 750
Miami, FL 33132
lloginov@shamisgentile.com

Brittany Resch
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
bresch@straussborrelli.com

If to Defendant or Defendant' Counsel:

Michael Jervis
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
mjervis@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

117. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

118. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent,

or contemporaneous, of this Agreement.

119. **Authority.** Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

120. **Agreement Mutually Prepared.** Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

121. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance

of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

122. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (on behalf of Plaintiff and the Settlement Class)

Leanna Loginov

LEANNA A. LOGINOV
 SHAMIS & GENTILE, P.A.

Brittany Resch

BRITTANY RESCH
 STRAUSS BORRELLI PLLC

Ashley Burgess

ASHLEY BURGESS

of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

122. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (on behalf of Plaintiff and the Settlement Class)

LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

BRITTANY RESCH
STRAUSS BORRELLI PLLC

**DEFENDANT MINNESOTA ORTHODONTICS
AND DENTOFACIAL OTHOPEDICS, P.A.**

Delia Dall'Arancio
By
Their

**COUNSEL FOR DEFENDANT MINNESOTA ORTHODONTICS
AND DENTOFACIAL ORTHOPEDICS, P.A.**



MICHAEL JERVIS
MULLEN COUGHLIN LLC

— EXHIBIT 1 —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement.

A court authorized this Notice.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Ashley Burgess v Minnesota Orthodontics and Dentofacial Orthopedics, P.A.*, Case No. 82-cv-25-3249 pending in the Washington County District Court for the State of Minnesota (“Action”). For the precise terms and conditions of the settlement, please see the Settlement Agreement available at [\[Website\]](#) or by contacting the Settlement Administrator at [\[Phone\]](#).

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the lawsuit and claims being settled, your legal rights,
and the benefits to the Settlement Class.**

This notice may affect your rights – please read it carefully.

- A Settlement has been reached in a class action lawsuit against Minnesota Orthodontics and Dentofacial Orthopedics, P.A. (“MN Orthodontics”). The Action alleges that in February 2025, MN Orthodontics became aware of a cybersecurity incident wherein a third party unlawfully breached its computer systems and network and may have gained access to Private information belonging to current or former employees and patients. MN Orthodontics does not in any way acknowledge, admit to, or concede any of the allegations, and expressly disclaims and denies any fault or liability. The settlement is not an admission of wrongdoing or an indication that MN Orthodontics has violated any laws, but rather the resolution of disputed claims.
- If you received this Notice, you have been identified as a Settlement Class Member. More specifically, the Settlement Administrator identified you as an individual residing in the United States whose Private Information was potentially compromised in the MN Orthodontics Data Incident that occurred in or around February 2025, including all those who received notice of the Data Incident. Some limited exclusions apply and can be found in the Settlement Agreement available at [\[Website\]](#) and in Section 1 below.
- Under the terms of the Settlement Agreement, Settlement Class Members are eligible for two years of credit monitoring and identity theft protection (“Credit Monitoring Services”) with \$1 million in insurance through IDX, OR in lieu of claims for Credit Monitoring Services, Settlement Class Members may claim an alternative cash payment of \$25.
- The monetary benefits are subject to a maximum aggregate cap of \$50,000 for all Settlement Class Members combined. **The deadline to submit a claim is [DATE].**

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	<p>You must submit a valid Claim to receive benefits from this Settlement.</p> <p>Claim Forms must be submitted online by [DATE] or, if mailed, postmarked no later than [DATE].</p>
Do Nothing	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money or credit monitoring from the Settlement.</p>
Exclude Yourself	<p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this Action. You will not get any money or credit monitoring services from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than [DATE].</p>
File an Objection	<p>Stay in the Settlement, but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [DATE].</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for [DATE].</p>

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member (unless you are one of the individuals who the next paragraph says are excluded from the Settlement Class) if the Settlement Administrator identified you as being among those individuals 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.

The Settlement Class specifically excludes: (i) all persons who are directors or officers of Defendant; (ii) governmental entities; and (iii) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Ashley Burgess v Minnesota Orthodontics and Dentofacial Orthopedics, P.A.*, Case No. 82-cv-25-3249 pending in the Washington County District Court for the State of Minnesota. The person who sued is called the "Plaintiff," and the company she sued, Minnesota Orthodontics and Dentofacial Orthopedics, P.A., is known as the "Defendant" in this case.

Plaintiff filed the Action against MN Orthodontics, on behalf of herself and anyone whose Private Information was potentially impacted as a result of the Data Incident.

On or around February 26, 2025, MN Orthodontics became aware of a cybersecurity incident wherein a third party unlawfully breached its computer systems and network and may have gained access to Private Information belonging to approximately 49,958 current or former employees and patients. The Private Information impacted varied between individuals but included names, dates of birth, financial information, medical information, and health insurance coverage information. This Action was subsequently filed by Plaintiff asserting claims against MN Orthodontics relating to this Data Incident. MN Orthodontics denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiff, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [\[Website\]](#).

4. Why is this a class action?

In a class action, one or more people called a "Plaintiff" or "Class Representative" sue on behalf of all people who have similar claims. All of the people with similar claims together are the "Settlement Class" or "Settlement Class Members."

5. How do I know if I am included in the Settlement?

You are included in the Settlement if the Settlement Administrator identified you as being among those individuals residing in the United States whose Private Information was potentially compromised in the MN Orthodontics Data Incident that occurred in or around February 2025, including all those who received notice of the Data Incident. Some limited exclusions apply and can be found in the Settlement Agreement available at [\[Website\]](#) and in Section 1 above.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [\[Website\]](#), call toll-free at [\[Phone\]](#), or write to MN Orthodontics Data Settlement, c/o Settlement Administrator, [P.O. Box XXXX](#), [Chanhassen, MN 55317-XXXX](#).

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Credit Monitoring Services: All Settlement Class Members will be eligible to claim two (2) years of free credit monitoring services through IDX upon submission of a valid Claim Form. IDX Identity Protection Services provides single-bureau credit monitoring, dark web monitoring, \$1,000,000 in reimbursement insurance, and fully managed identity recovery and lost wallet assistance. If the Settlement is finally approved by the Court, Settlement Class Members who make timely, valid claims for IDX Identity Protect Services will be provided with codes required to activate these services. The Settlement Class Member must activate the service within 180 days from the date that the activation codes are sent.

Alternative Cash Payment: Settlement Class Members may claim an Alternative Cash Payment of \$25 in lieu of claims for Credit Monitoring Services. If a Settlement Class Member claims the Alternative Cash Payment, they **cannot** also receive Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form. No documentation is required to make a claim.

Note: The maximum aggregate amount payable to Settlement Class Members for benefits claims for the Alternative Cash Payment is \$50,000. Payments to Settlement Class Members who make a valid claim for the Alternative Cash Payment will be reduced on a *pro rata* basis according to the number of claims made if the aggregate value of all Alternative Cash Payments exceeds \$50,000.

Remedial Relief: MN Orthodontics will undertake certain security improvements and safeguards to enhance existing security protocols as part of the Settlement. Defendant's implementation of such ongoing security changes is separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator for completeness and plausibility. You must submit a Claim Form to get benefits from the proposed Settlement. Claim Forms must be submitted online by **[DATE]**, or postmarked no later than **[DATE]**. You can submit an online claim or download a Claim Form at **[Website]**, or you can call the Settlement Administrator toll-free at **[Phone]** for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Minnesota Orthodontics and Dentofacial Orthopedic, Rogers Minnesota Orthodontics, PLLC, Rosemount Minnesota Orthodontics PLLC, DRD PLLC (all Minnesota limited liability companies), and each entity which is controlled by, controlling or under common control with them and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees (collectively "Released Parties") regarding the claims in this case.

The Settlement Agreement, which includes all provisions and definitions about settled claims, releases, and Released Parties, is available at **[Website]**.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$2,000 to compensate her for her services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion, stating your full name, address, telephone number, and email address (if any). Your request for exclusion must be personally signed by you and contain your original signature. Your request must also include a statement indicating a request to be excluded from the Settlement Class.

Your written request for exclusion must be postmarked no later than **[DATE]** to:

MN Orthodontics Data Settlement
c/o Settlement Administrator
Attn: Exclusions
P.O. Box XXXX
Chanhassen, MN 55317-XXXX

Instructions on how to submit a request for exclusion are available at **[Website]** or from the Settlement Administrator by calling **[Phone]**.

If you exclude yourself, you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or Credit Monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Leanna A. Loginov of Shamis & Gentile, P.A., and Brittany Resch of Strauss Borrelli PLLC (called "Class Counsel") to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of combined attorneys' fees, costs, and expenses in an amount not to exceed \$135,000. A copy of Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, **[Website]**, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT**15. How do I tell the Court that I do not like the Settlement?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) Your full name, mailing address, telephone number, and email address (if any);
- b) All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- c) The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- d) The identity of all counsel who represent you, 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;
- e) The number of times in which your 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 your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f) The identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing;
- g) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- i) Your original signature (an attorney's signature is not sufficient).

Your objection must be filed with the Court and mailed by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below. For your objection to be considered by the Court, it must be received no later than **[DATE]**.

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
<p>Brittany Resch STRAUSS BORRELLI, PLLC 980 N. Michigan Ave, Suite 1610 Chicago, IL 60611 bresch@straussborrelli.com</p> <p>Leanna A. Loginov SHAMIS & GENTILE, P.A. 14 NE 1st Avenue, Suite 750 Miami, FL 33132 lloginov@shamisgentile.com</p>	<p>Michael Jervis MULLEN COUGHLIN LLC 426 W. Lancaster Ave., Suite 200 Devon, PA 19333 mjervis@mullen.law</p>	<p>MN Orthodontics Data Settlement c/o Settlement Administrator ATTN: Objections PO Box XXXX Chanhassen, MN 55317-XXXX [Email]</p>

If you do not submit your objection with all requirements, or if your objection is not received by **[DATE]**, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [DATE]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [Website] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Class Counsel and the request for a Service Award to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendants and the Released Parties described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit [Website] or call [Phone]. You may also contact the Settlement Administrator at:

MN Orthodontics Data
Settlement
c/o Settlement Administrator
P.O. Box XXXX
Chanhassen, MN 55317-XXXX

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION
TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.**

— EXHIBIT 2 —

MN Orthodontics Data Settlement
c/o Settlement Administrator

<<Address>>

<<City, State, Zip>>

FILED
U.S.
COURT
FOR
THE DISTRICT OF
MINNESOTA

NOTICE OF CLASS ACTION
SETTLEMENT

You may be entitled to submit a claim
for monetary compensation under a
class action settlement.

<<Website>>

WHO IS A SETTLEMENT CLASS MEMBER?

You have been identified as a Settlement Class Member in the lawsuit *Ashley Burgess v. Minnesota Orthodontics and Dentofacial Orthopedics, P.A., Case No. 82-cv-25-3249* (Washington County, MN) because you reside in the United States and your 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.

WHAT ARE THE SETTLEMENT BENEFITS?

Under the Settlement, Defendant has agreed to pay Valid Claims. As a Settlement Class Member, you are eligible to submit claims for one of the following: (i) two (2) years of single-bureau Credit Monitoring services with at least \$1,000,000 in identity theft insurance; **OR** (ii) an Alternative Cash Payment of \$25 in lieu of Credit Monitoring services. More information about the types of claims and how to file them is available at <<Website>>.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To receive a Settlement benefit, you must timely submit a Claim Form, available online at <<Website>>. Your Claim Form must be postmarked or submitted online no later than <<Date>>. Claims will be subject to a verification process.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue Defendant on your own by mailing a written request for exclusion to the Settlement

Administrator that is postmarked no later than <<Date>>. If you do not exclude yourself, you do not exclude yourself from the Settlement. You must accept the settlement terms and give up your right to sue Defendant on your own for the settled claims.

Object. If you do not object to the Settlement, you must object to the settlement. You must file your objection postmarked no later than <<Date>>. You must file your objection with the Court for the objection. Please visit <<Website>> for more details.

Do Nothing. If you do not object to the Settlement, you will receive Settlement benefits and will not be able to raise any issues relating to this Settlement. You must accept the Court's decisions because this is a class action.

WHO REPRESENTS ME?

The Court has appointed Daniel J. Gentile, P.A. and Brittany L. [redacted] to represent the Settlement Class.

WHEN WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing at the <<Address>>, to approve the Settlement. The Court will also consider a request for attorneys' fees and a \$2,000 service award for the hearing at your own cost, but

THIS NOTICE IS FOR MORE INFORMATION

MN Orthodontics Data Settlement
c/o Settlement Administrator

<<Address>>

<<City, State, Zip>>

MN Orthodontics Data Settlement

Complete this Claim Form, tear at the perforation, and return by U.S. Mail no later than <<DATE>>.

CREDIT MONITORING SERVICES

Check this box if you would like to claim two (2) years of free identity protection and credit monitoring services.

ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive a cash payment of \$25.

You are **not** entitled to this Alternative Cash Payment if you have claimed Credit Monitoring Services.

FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive your Alternative Cash Payment by check. If you wish to receive an electronic payment, you must submit your Claim Form online.

ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state and under penalty of perjury that the information provided on this Claim Form is true and correct and that this form was executed on the date set forth below.

SIGNATURE (REQUIRED): _____

— **EXHIBIT 3** —

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2025

CLAIM FORM FOR MN ORTHODONTICS DATA SETTLEMENT

Ashley Burgess v. MN Orthodontics and Dentofacial Orthopedics, P.A.
Case No. 82-cv-25-3249
Washington County District Court for the State of Minnesota

**MN
Orthodontics
Data
Settlement**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS
TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES**

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as an individual residing in the United States whose Personal 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.

Please refer to the Settlement Notice (Long Notice) posted on the Settlement Website <<Website>>, for more information on submitting a Claim and for information on the aggregate cap on claims.

To receive any benefits, you must submit the Claim Form below by <<DATE>>.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at [Website] or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

MN Orthodontics Data Settlement
c/o Settlement Administrator
[Address]
[City, State Zip]

I. 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 form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Notice ID Number

Confirmation Code

III. CREDIT MONITORING SERVICES

All Settlement Class Members will be eligible to claim two (2) years of free credit monitoring services through IDX upon submission of a valid Claim Form. IDX Identity Protection Services provides single-bureau credit monitoring, dark web monitoring, \$1,000,000 in reimbursement insurance, and fully managed identity recovery and lost wallet assistance.

Check this box if you wish to claim two (2) years of free identity protection and credit monitoring services.

VI. ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive a cash payment of \$25.

You are **not** entitled to this Alternative Cash Payment if you have claimed Credit Monitoring Services above.

VIII. FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive your Alternative Cash Payment in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at <<Website>>.

IX. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state and under penalty of perjury that the information I have supplied in this Claim Form is true and correct and that this form was executed on the date set forth below.

Signature

Printed Name

Date

**TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT <<Website>>
NO LATER THAN <<DATE>>.**

— EXHIBIT 4 —

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

ASHLEY BURGESS,

*on behalf of herself and all others
similarly situated,*

Plaintiff,

v.

MINNESOTA ORTHODONTICS AND
DENTOFACIAL ORTHOPEDICS, P.A.,

Defendant.

Case No. 82-cv-25-3249

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 **in person/via video** before the Court on **DATE at TIME 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 IN PERSON/VIA VIDEO before the Court on DATE at TIME a.m. CT

IT IS SO ORDERED.

Dated

Judge

— EXHIBIT 5 —

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

ASHLEY BURGESS,

*on behalf of herself and all others
similarly situated,*

Plaintiff,

v.

MINNESOTA ORTHODONTICS AND
DENTOFACIAL ORTHOPEDICS, P.A.,

Defendant.

Case No. 82-cv-25-3249

NOTICE OF SETTLEMENT**FINAL APPROVAL ORDER**

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Award (the "Motions"), the Court having reviewed and considered the Motions 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, following a hearing on [DATE], 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 Court has jurisdiction over the subject matter of this action, Plaintiff, the Settlement Class Members, and Defendant.
3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order.

4. Plaintiff Ashley Burgess is confirmed as the Settlement Class Representative.

5. Brittany Resch of Strauss Borrelli PLLC and Leanna A. Loginov of Shamis & Gentile, P.A. are confirmed as Settlement Class Counsel.

6. The Court grants certification for settlement purposes of the following class:

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.

7. 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.

8. The Settlement Class meets all requirements for certification under Minnesota Rules of Civil Procedure 23.01 and .02 for settlement purposes for the reasons explained in Plaintiff's Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following Rule 23 requirements: (1) numerosity is satisfied because the Settlement Class includes approximately 49,958 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Defendant employed appropriate measures to protect the Settlement Class Members' Personal Information from disclosure prior to, and during the Data Security Incident that began on or around February 2025; (3) typicality is satisfied because the claims of Plaintiff and the Settlement Class arise out of the Data Incident; and (4) adequacy is satisfied because the Settlement Class Representative has an interest in the litigation and has no conflict with Settlement Class Members and because Settlement Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class. Because the

Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

9. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Settlement Class Representative's and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the settlement was strong, with [INSERT] objections and [INSERT] request for exclusion. The settlement was reached on behalf of the Settlement Class by competent class action counsel following several weeks of arms-length negotiations between the Parties and a mediation with retired Judge Tom Fraser. The Parties reached a settlement only after Defendant provided Plaintiff with informal discovery. The parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

10. As of the Opt-Out deadline, [INSERT] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in Exhibit [redacted] to this Final Approval Order. Those persons are not bound by the Settlement Agreement and this Final Approval Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order.

11. [INSERT] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

14. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for: (a) Settlement Class Members to be able to submit claims that will be evaluated by the Claims Administrator; (b) Defendant to pay all costs of Settlement Administration, including the cost of the Claims Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks; (c) Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees and costs, and Service Award Payment to the Class Representative.

15. The Court-approved Notices of Settlement were distributed by the Settlement Administrator to Settlement Class Members by direct mail in accordance with the Settlement Agreement and Preliminary Approval Order. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and the Service Award Payment to the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court. The Settlement Administrator established a Settlement Website for Settlement Class Members that provided access to the Notice

and other settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfied due process under the U.S. and Minnesota Constitutions and the requirements of Minnesota Rule of Civil Procedure 23.05(a) and constituted the best notice practicable under the circumstances.

16. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement Agreement in accordance with its terms (such terms incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) as may be necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

17. As set forth in paragraphs 45-48 and Section XII of the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers, and excluding any Settlement Class Member who submits a timely and valid request to be excluded from the Settlement Class (defined in the Settlement Agreement as “Releasing Parties”) are deemed to have irrevocably released Defendant, Rogers Minnesota Orthodontics, PLLC, Rosemount Minnesota Orthodontics PLLC, DRD LLC, (all Minnesota limited liability companies) and each entity which is controlled by, controlling or under common control with them and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers,

reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees (defined in the Settlement Agreement as “Released Parties”) from any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident (defined in the Settlement Agreement as “Released Claims”).

18. The Releases above apply to Unknown Claims, which are claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. By this Order, Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

19. Pursuant to the terms of the Settlement Agreement, upon entry of the Final Approval Order and Final Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

20. The Court directs the Defendant to transfer payment to the Settlement Administrator, Analytics, to be used to pay the costs of administration on the terms set forth in the Settlement Agreement.

21. The Settlement Administrator shall issue payments to all Participating Settlement Class Members as described in the Settlement Agreement. The Settlement Administrator shall treat as timely all valid claims either (i) submitted by [DATE] or, (ii) submitted after [DATE] but identified to this Court by Counsel for the Parties at or before the Final Approval Hearing as submitted late due to excusable neglect on the part of the claimant.

22. The Court, after careful review of the Application for Attorneys' Fees and Costs filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and costs in the amount of \$135,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

23. The Court awards the Settlement Class Representative, Ashley Burgess, \$2,000 as a Service Award, which is payable as described in the Settlement Agreement.

24. Funds not claimed by Settlement Class Members and/or checks not cashed by Settlement Class Participants shall be distributed according to the Settlement Agreement.

25. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in this Order and the Settlement Agreement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

26. Neither this Order nor Final Judgment shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

27. The Clerk of Court is directed to enter and docket this Order, and enter Final Judgment in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

IT IS SO ORDERED.

ENTERED:

Judge

Date