

**STATE OF MINNESOTA
COUNTY OF WASHINGTON**

**DISTRICT COURT
TENTH JUDICIAL DISTRICT**

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

Plaintiff,

v.

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

Defendant.

No. 82-cv-25-3249

Judge Douglas B. Meslow

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 June 5, 2026, 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 [] 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 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 Settlement Class Counsel 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.

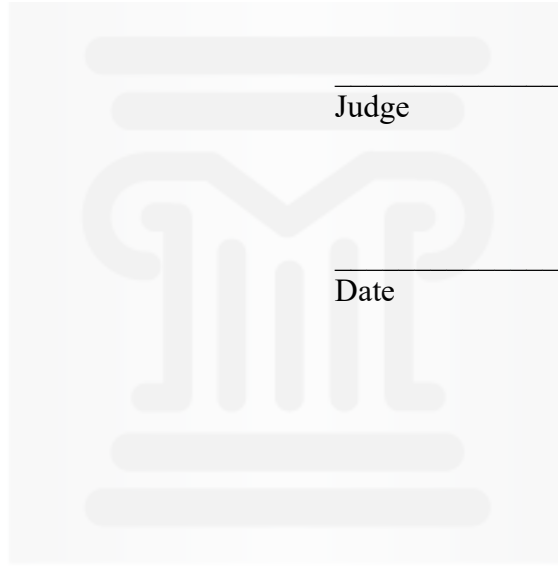
26. Neither this Order nor Final Judgment shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

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

LET JUDGMENT BE ENTERED ACCORDINGLY.

IT IS SO ORDERED.

ENTERED:



Judge

Date

MINNESOTA
JUDICIAL
BRANCH