

FILED
09-30-2025
CIRCUIT COURT
DANE COUNTY, WI
2024CV002164

DATE SIGNED: September 30, 2025

Electronically signed by Benjamin Jones
Circuit Court Judge

STATE OF WISCONSIN**CIRCUIT COURT****DANE COUNTY**

KELLY GORDER, EMILY DEANN
HARBISON, MICHAEL WEBSTER,
CHRISTANTHI OPITZ, ON BEHALF OF
D.T., A MINOR, TAYLOR NICOLE
ZURFLUH-TAYLOR, JILLIAN
ZACHAR, BONNIE HELD, CARESSA
BRADENBURG, MARIANNE FROM,
ANGELIQUE SKIPPER, and RUSSELL
FROM, on behalf of himself and minors
M.F. and O.F., individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

FCDG MANAGEMENT, LLC d/b/a
FIRST CHOICE DENTAL,

Defendant.

Case No. 2024CV002164

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT, PRELIMINARILY CERTIFYING
SETTLEMENT CLASS, APPROVING NOTICE PROGRAM,
AND SCHEDULING FINAL APPROVAL HEARING**

Plaintiffs Kelly Gorder, Emily Deann Harbison, Michael Webster, Christanthi Opitz, on behalf of D.T., a minor, Taylor Nicole Zurfluh-Taylor, Jillian Zachar, Bonnie Held, Caressa Bradenburg, Marianne From, Angelique Skipper, and Russell From, on behalf of himself and minors M.F. and O.F. (“Plaintiffs”) and FCDG Management, LLC d/b/a First Choice Dental (“Defendant”) entered into a Settlement Agreement and Release (the “Settlement Agreement”) to fully and finally resolve Plaintiffs’ claims against Defendant.

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Class, and Approval of Notice Program. The Court, having

considered the Motion, the supporting brief, the Parties' Settlement Agreement and Release; the proposed Notices and Claim Form; the pleadings and other papers filed in this Lawsuit; and the statements of counsel and the Parties; and finding no just reason for delay and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Lawsuit and over the Parties, including all members of the Settlement Class certified for settlement purposes in this Preliminary Approval Order:

All persons in the United States whose Private Information was implicated in the Data Incident that Defendant discovered in October 2023.

3. Excluded from the Settlement Class are: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

4. The Court finds that the proposed Settlement set forth in the Settlement Agreement is sufficiently fair, reasonable, and adequate such that it is hereby preliminarily approved, and notice of the settlement should be provided to the Settlement Class Members and that a hearing should be held as set forth below.

CLASS CERTIFICATION

5. Solely for purposes of the Settlement, the Court conditionally certifies the Settlement Class.

6. Subject to final approval of the Settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Wis. Stat. § 803.08 are satisfied in that:

- (a) the Settlement Class is so numerous that joinder of all members is impracticable;
- (b) there are questions of law or fact common to the Settlement Class;
- (c) Plaintiffs and Class Counsel (as defined below) fairly and adequately represent the Settlement Class;
- (d) the claims of Plaintiffs are typical of those of Settlement Class Members;
- (e) common issues predominate over any individual issues affecting the members of the Settlement Class;
- (f) Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- (g) settlement of the Lawsuit on a class-action basis is superior to other means of resolving this matter.

7. The Court appoints Raina C. Borrelli of Strauss Borrelli PLLC and David Almeida of Almeida Law Group LLC as Class Counsel, having determined that the requirements of Wis. Stat. § 803.08 are fully satisfied by this appointment.

8. The Court hereby appoints Plaintiffs Kelly Gorder, Emily Deann Harbison, Michael Webster, Christanthi Opitz, on behalf of D.T., a minor, Taylor Nicole Zurfluh-Taylor, Jillian Zachar, Bonnie Held, Caressa Bradenburg, Marianne From, Angelique Skipper, and Russell From, on behalf of himself and minors M.F. and O.F. as the Class Representatives for settlement purposes only on behalf of the Settlement Class.

NOTICE TO SETTLEMENT CLASS MEMBERS

9. Pursuant to Wis. Stat. § 803.08, the Court approves the proposed Claim Form, Long Notice, and Short Notice and finds that the dissemination of the Claim Form and Notices substantially in the manner and form set forth in the Settlement Agreement (“Notice Program”) complies fully with the requirements of Wisconsin law and due process of law, and is the best notice practicable under the circumstances.

10. The Court further approves the proposed Settlement Website to further assist Settlement Class Members accessing electronic copies of the Claim Form, Long Notice, Short Notice, the Settlement Agreement, and all Court documents related to the Settlement.

11. The Court further approves the proposed toll-free number to accept phone calls from Settlement Class Members and record scripted answers to frequently asked questions.

12. The notice procedures described in the Notice Program are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Wis. Stat. § 803.08 and due process of law.

13. Within seven (7) days of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Settlement Class List.

14. Within thirty (30) days of entry of the Preliminary Approval Order, Notice shall be provided to Settlement Class Members via email or U.S. Mail direct notice.

15. The Settlement Administrator’s fees and costs, including the costs of Notice, will be paid by or on behalf of Defendant separate from the Settlement Benefits.

16. The Notices and Claim Form satisfy the requirements of due process and Wis. Stat.

§ 803.08 and thus are approved for dissemination to the Settlement Class. The Claim Form shall be made available to the Settlement Class in accordance with the Notice Program and shall be made available to any Settlement Class Member that requests one.

RESPONSES BY SETTLEMENT CLASS MEMBERS

17. Settlement Class Members shall have ninety (90) days after the Notice Deadline to complete and submit a claim to the Settlement Administrator.

18. Settlement Class Members will have up to and including sixty (60) days after the Notice Deadline to file a written request to be excluded from the Settlement Class.

19. Any member of the Settlement Class who wishes to be excluded (“opt out”) from the Settlement Class must send a written request (“Request for Exclusion”) to the Settlement Administrator postmarked on or before the final date of the Opt-Out Period. The written Opt-Out Request must include: (i) the name of the proceeding; (ii) the individual’s full name; (iii) current address; (iv) personal signature; and (v) the words “Request for Exclusion” or a comparable statement that indicates the individual does not wish to participate in the Settlement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

20. All Settlement Class Members who opt out of the Settlement will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendant.

21. Any member of the Settlement Class who does not properly and timely opt-out of the Settlement shall, upon entry of the Order and Final Judgment, be bound by all the terms and

provisions of the Settlement Agreement, whether such Settlement Class Member objected to the Settlement and whether such Settlement Class Member received Settlement Benefits under the Settlement Agreement.

FINAL APPROVAL SCHEDULE

22. The Court adopts the following schedule for the remaining events in this Lawsuit:

Event	Date
Defendant to Provide Settlement Class List Containing Contact Information for Settlement Class Members	Within 10 Days after entry of Preliminary Approval Order
Notice Deadline	30 Days after entry of Preliminary Approval Order
Deadline to file Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Award Payments	At least 14 Days before the Opt-Out and Objection Deadlines
Deadline to file Plaintiffs' Motion for Final Approval of the Settlement Agreement	At least 14 Days before the Final Approval Hearing
Postmark Deadline for Request for Exclusion (Opt-Out) or Objections	60 days after the Notice Deadline
Postmark / Filing Deadline for Filing Claims	90 days after the Notice Deadline
Final Approval Hearing	

23. At the Final Approval Hearing, the Court will consider: (a) the fairness, reasonableness, and adequacy of the proposed class Settlement and whether the Settlement should be granted final approval by the Court; (b) dismissal with prejudice of the Lawsuit; (c) entry of an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this Lawsuit. Class Counsel's application for award of attorney's fees and Litigation Costs and Expenses, and request for the Court to award a Service Award Payment to the named Plaintiffs, shall also be heard at the time of the hearing.

24. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, that shall not alter the deadlines for mailing and publication of notice, the Opt-Out deadline, or the deadlines for submissions of settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order. The Court may also decide to hold the hearing via zoom or telephonically. Instructions on how to appear at the Final Approval Hearing will be posted on the Settlement Website. As referenced above, the Final Approval Hearing is scheduled to take place on _____. Access details and any changes to the date and time of the Final Approval Hearing will be posted on the Settlement Website.

25. Any person who does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through their own attorney. Settlement Class Members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Class Counsel.

26. Any person who does not elect to be excluded from the Settlement Class may object to the proposed Settlement. Any Settlement Class Member may object to, among other things: (a) the proposed Settlement; (b) entry of Final Approval Order and the judgment approving the Settlement; (c) Class Counsel's application for attorneys' fees and Litigation Costs and Expenses; or (d) the Service Award, by serving a written objection upon Class Counsel, Defendant's counsel, and the Court.

27. Settlement Class Members shall have up to and including sixty (60) days after the Notice Deadline to file a written objection to the Settlement. The Notice shall explain the procedure

for Settlement Class Members to object to the Settlement or fee application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include: (i) the name of the proceeding; (ii) the Settlement Class Members' full name, current mailing address, email address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Members (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member within the previous five (5) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

28. Only Settlement Class Members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member who does not timely file and serve an objection in writing in accordance with the procedure set forth in the Notice and mandated in this Order shall be deemed to have waived any objection to: (a) the Settlement Agreement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for attorneys' fees and Litigation Costs and Expenses; and/or (e) the Service Award for the Class Representatives, whether by appeal, collateral attack, or otherwise.

29. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

30. Upon entry of the Order and Final Judgment all members of the Settlement Class that have not personally and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against Defendant and all other Released Persons with respect to all of the Released Claims.

ADMINISTRATION OF THE SETTLEMENT

31. The Court hereby appoints the Settlement Administrator proposed by the parties, RG2. Responsibilities of the Settlement Administrator shall include: (a) establishing a post office box for purposes of communicating with Settlement Class Members; (b) disseminating notice to the Settlement Class; (c) developing a web site to enable Settlement Class Members to access documents; (d) accepting and maintaining documents sent from Settlement Class Members relating to claims administration; and (e) distributing settlement checks to Settlement Class Members. Pursuant to the Settlement Agreement, the Settlement Administrator and costs of administration shall be paid by or on behalf of Defendant.

32. In the event the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims against Defendant and any other Released Person, and Defendant and any other Released Persons shall retain any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Wis. Stat. § 803.08 are not satisfied for purposes of continued litigation). The Lawsuit shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

33. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any

proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed settlement.

IT IS SO ORDERED.

Dated: _____