SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between 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"), by and through Settlement Class Counsel (as defined below), and Defendant FCDG Management, LLC d/b/a First Choice Dental ("Defendant") in relation to the following matter: *Gorder v. FCDG Management, LLC d/b/a First Choice Dental*, No. 24-CV-002164 (Dane County Circuit Court) (defined below as the "Lawsuit"). This Settlement Agreement is intended by Plaintiffs and Defendant (collectively referred to as the "Parties") to resolve, discharge, dismiss, and settle all of the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court's approval fully, finally, and forever.

RECITALS

WHEREAS, Plaintiffs allege that on October 22, 2023, Defendant experienced a Data Incident (the "Data Incident"). Plaintiffs allege that the Data Incident exposed Defendant's patients' personally identifiable information ("PII") and protected health information ("PHI"). On or around July 12, 2024, Defendant began notifying Plaintiffs and the Settlement Class about the Data Incident.

WHEREAS, on July 17, 2024, Plaintiff Kelly Gorder, individually and on behalf of a putative class, filed an action against Defendant in the Dane County Circuit Court of the State of Wisconsin.

WHEREAS, on August 8, 2024, Settlement Class Counsel moved to consolidate *Gorder v. FCDG Management, LLC d/b/a First Choice Dental*, Case No. 2024CV002164, with *From et al. v. FCDG Management, LLC*, Case No. 2024CV002217, *Zachar v. FCDG Management, LLC d/b/a First Choice Dent*al, Case No. 2024CV002243, *Webster et al. v. FCDG Management, LLC d/b/a First Choice Dental*, Case No. 2024CV002262, *Brandenburg v. FCDG Management, LLC d/b/a First Choice Dental*, Case No. 2024CV002263*, Skipper v. First Choice Dental Group*, S.C., Case No. 2024CV002282, *and Held v. FCDG Management, LLC d/b/a First Choice Dental*, Case No. 2024CV002317, and to appoint interim class counsel.

WHEREAS, on October 21, 2024, the Court granted Settlement Class Counsel's motion to consolidate and appointed interim class counsel.

WHERAS, on November 20, 2024, Settlement Class Counsel filed a Consolidated Class Action Complaint asserting claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and for violations of Wisconsin Statute § 146.82.

WHEREAS, on January 6, 2025, Defendant moved to dismiss Settlement Class Counsel's Consolidated Class Action Complaint in its entirety and moved to strike the class allegations;

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WHEREAS, on June 6, 2025, after considering Plaintiffs' opposition and Defendant's reply, the Court entered an order dismissing claims for invasion of privacy and for unjust enrichment and otherwise denying Defendant's motion;

WHEREAS, the Parties, desiring to avoid the time and expense of litigation, agreed to explore early resolution of the Lawsuit, scheduled a private mediation, and propounded informal discovery;

WHEREAS, on July 1, 2025, the Parties engaged in a full-day mediation with Bruce Friedman of JAMS. During that mediation, the Parties succeeded in reaching an agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation;

WHEREAS, Defendant denies the allegations and causes of action pled in the Lawsuit and otherwise denies any liability to Plaintiffs in any way;[1]

WHEREAS, following prolonged and extensive arm's length negotiations, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, this Settlement Agreement is for settlement purposes only, and nothing in this Settlement Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Lawsuit or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Lawsuit or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Settlement Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Lawsuit and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

1. Definitions

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1. "*Claim Deadline*" means a date certain, which is to be set forth in the Notice and which shall be ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.2. "*Claim Form*" means the form, in substantially similar format to that attached as Exhibit C to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

[1] Defendant also filed an Answer on July 7, 2025.

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1.3. "*Complaint*" means the Consolidated Class Action Complaint filed by Plaintiffs in the Lawsuit.

1.4. "*Court*" means the Circuit Court of Dane County, Wisconsin.

1.5. "*Costs of Settlement Administration*" means all actual costs associated with or arising from Settlement Administration, including but not limited to the costs of providing Notice under Section 5 of this Settlement Agreement. The Parties agree to select a mutually agreed upon third party that will serve as the Settlement Administrator and Notice provider for the Settlement. 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.

1.6. "*Data Incident*" means the cybersecurity incident affecting Defendant which occurred on October 22, 2023, about which Defendant notified affected individuals on or about July 12, 2024, and which is the subject of the allegations and claims in the Lawsuit.

1.7. "*Days*" means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, it does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.8. *"Defendant*" means FCDG Management, LLC d/b/a First Choice Dental.

1.9. *"Defendant's Counsel*" means Wilson Elser Moskowitz Edelman & Dicker LLP.

1.10. "*Effective Date*" means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.11. "*Final*" means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is finally approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the Final Order and Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the Final Order and Judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions, rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys' fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12. "*Final Approval Hearing*" means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

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1.13. "*Final Order and Judgment*" means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.14. "*Lawsuit*" means the lawsuit, styled *Gorder et al. v. FCDG Management, LLC d/b/a First Choice Dental,* No. 24-CV-002164 (Dane County Circuit Court).

1.15. "*Notice*" means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, in substantially similar format to that attached as Exhibits A and B to this Settlement Agreement.

1.16. "*Notice Deadline*" means within thirty (30) Days of the entry of the Preliminary Approval Order, by which time the Settlement Administrator shall send the Notice in substantially similar format to that in Exhibit A to all Settlement Class Members whose addresses are known to Defendant.

1.17. "*Notice Program*" means the notice program described in Section 5.

1.18. "*Objection Deadline*" means the time period in which a Settlement Class Member may submit an Objection. The Parties will recommend to the Court that this period be the sixty (60) Day period beginning from the Notice Deadline, as further detailed in Paragraph 7.1.

1.19. "*Opt-Out Period*" means the time period during which a Settlement Class Member may submit an Opt-Out Request to opt out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court that this period be the sixty (60) Day period beginning from the Notice Deadline, as further detailed in Paragraph 6.2.

1.20. "*Opt-Out Request*" means a written request a Settlement Class Member may submit to the Settlement Administrator as detailed under Section 6 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement, as further detailed in Paragraph 6.2.

1.21. "*Person*" means an individual.

1.22. "*Private Information*" or "*Personal Information*" shall mean any kind of information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual, including but not limited to names, dates of birth, Social Security numbers, passport numbers, driver's license numbers, government identification numbers, credit card numbers, debit card numbers, and health information, and any other types of "Personally Identifiable Information" (or "PII") or "Protected Health Information" (or "PHI") collected or maintained by Defendant and potentially implicated in the Data Incident.

1.23. "*Plaintiffs*" means 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.

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1.24. "*Preliminary Approval Date*" means the date on which the Preliminary Approval Order has been entered by the Court.

1.25. "*Preliminary Approval Order*" means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, attached as Exhibit D to this Settlement Agreement.

1.26. "*Related Entities*" means (a) Defendant's past or present parents, subsidiaries, divisions, and related or affiliated entities; (b) each of Defendant's respective predecessors, successors, directors, officers, shareholders, board members, principals, agents, attorneys, insurers, and reinsurers; and (c) any Person related to any entity in 1.28 who is, was, or could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Incident or who pleads *nolo contendere* to any such charge.

1.27. "*Released Claims*" means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies of any form, kind, or description, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, relate to, concern, arise out of, are connected with, or are based upon the Data Incident, including, but not limited to, any claims or cause of action arising under or premised upon: (a) negligence; (b) negligence *per se*; (c) breach of confidence; (d) breach of implied contract; (e) unjust enrichment; (f) publicity given to private life; (g) any state or federal consumer protection statute; (h) misrepresentation (whether fraudulent, negligent, or innocent); (i) bailment; (j) wantonness; (k) any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, territory, county, city, or municipality, including but not limited to 15 U.S.C. § 45 *et seq.*, and all similar statutes in effect; (l) without limiting the foregoing, any violations of any state data privacy or data security statutes and the regulations promulgated under those statutes; (m) failure to provide adequate notice pursuant to any federal, state, or territory breach notification statute, regulation, or common law duty; (n) breach of fiduciary duty (o) breach of confidence; (p) invasion of privacy; (q) fraud; (r) any causes of action under 18 U.S.C. §§ 2701 *et seq*., and all similar statutes in effect in any states in the United States as defined herein; and (s) Unknown Claims. Released Claims also includes, but is not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, arising out of or in connection with (a) the exposure or accessibility of Private Information in the Data Incident, or (b), conduct that was alleged or could have been alleged in the Lawsuit.

1.28. "*Released Persons*" means Defendant FCDG Management, LLC d/b/a First Choice Dental, the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners,

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directors, shareholders, members, officers, board members, principals, agents, representatives, attorneys, insurers, and reinsurers.

1.29. "*Service Award*" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in the Lawsuit.

1.30. "*Settlement*" means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.31. "*Settlement Administration*" means providing Notice of the Settlement to Settlement Class Members and governmental entities, if any, required to be provided Notice, the processing of claims, requests for exclusions, and objections, and payment of Valid Claims received from Settlement Class Members by the Settlement Administrator.

1.32. "*Settlement Administrator*" means RG2, a third party experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court.

1.33. "*Settlement Agreement*" means this Settlement Agreement, including all exhibits hereto.

1.34. "*Settlement Benefits*" means (a) Monetary Compensation for losses described in Paragraph 3.3 (Documented Economic Losses and Alternative Cash Payment); and (b) the opportunity to enroll in three years of CyEx Medical Shield monitoring, which includes at least $1,000,000 in identity theft protection insurance described in Paragraph 3.4.

1.35. "*Settlement Benefit Cap*" means an aggregate cap of $1,225,000, to include Costs of Settlement Administration costs (including Notice), attorneys' fees and expenses, Service Award payments to Plaintiffs, and Monetary Compensation for losses described in Paragraph 3.3 (Documented Economic Losses and Alternative Cash Payment), and the costs of Defendant's information security and systems remediation and improvements (which total $225,000). To be clear, the overall settlement cap does not include the three years of CyEx Medical Shield monitoring described in Paragraph 3.4.

1.36. "*Settlement Class*" means: "All individuals in the United States whose Private Information was implicated in the Data Incident that Defendant discovered in October 2023." 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. Defendant represents that the Class contains a total of 159,145 individuals.

1.37. "*Settlement Class Counsel*" shall mean Raina C. Borrelli of Strauss Borrelli PLLC and David S. Almeida of Almeida Law Group LLC.

1.38. "*Settlement Class Members*" means all persons who fall within the definition of the Settlement Class.

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1.39. "*Settlement Class Representatives*" means 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..

1.40. "*Settlement Website*" means a dedicated website created and maintained by the Settlement Administrator, with a URL to be agreed upon by the Parties, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.41. "*United States*" includes all fifty (50) states, the District of Columbia, and all territories.

1.42. "*Unknown Claims*" means any of the Released Claims that any Settlement Class Member, including Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement agreement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived, compromised, and released any Unknown Claims and the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq*., Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

> 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.

Settlement Class Members, including Class Representatives, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement of which this release is a part.

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1.43. "*Valid Claims*" means Claims submitted on Claim Forms by the Claim Deadline that are approved by the Settlement Administrator or found to be valid through the Claims processing and/or dispute resolution process described in this Settlement Agreement.

2. Class Certification

2.1. Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees not to object to this request but does so without waiving its right to contest certification or the merits of the Lawsuit if the Settlement does not receive final approval or the Effective Date does not occur.

2.2. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees not to object to the position that Plaintiffs are adequate representatives of the Settlement Class, and that Settlement Class Counsel is adequate counsel for the Settlement Class.

2.3. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Settlement Benefits

3.1. Subject to the terms of this Settlement Agreement, Settlement Class Members who submit Valid Claims for monetary benefits, subject to the Settlement Benefits Cap, can make claims for the following Settlement Benefits.

3.2. In the unlikely event that Valid Claims for Monetary Compensation, attorneys' fees and costs, Service Awards, and Costs of Settlement Administration, in the aggregate, exceed the Settlement Benefit Cap, all Valid Claims for Monetary Compensation will be decreased *pro rata* to stay within the Settlement Benefit Cap. In no circumstance will Defendant be required to pay or cause to be paid more than the Settlement Benefit Cap for Valid Claims for Monetary Compensation, attorneys' fees and costs, Service Awards, and Costs of Settlement Administration.

3.3. Monetary Compensation. Settlement Class Members who submit Valid Claims may obtain Monetary Compensation for Documented Economic Losses or Alternative Cash Payments ("Monetary Compensation"). Claims for Monetary Compensation will be subject to review for completeness and plausibility by the Settlement Administrator.

a) Documented Economic Losses. Defendant will reimburse documented out-of-pocket expenses incurred as a result of the Data Incident, up to a maximum of $6,000.00 per person, with third-party documentation ("Document Economic Losses"). Documented

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Economic Losses include, without limitation and by way of example monetary loss from fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the Notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

b) Alternative Cash Payment: Settlement Class Members can make a Claim for a single fifty dollar and zero cents ($50.00) cash payment in the alternative to Claims for Documented Economic Losses ("Alternative Cash Payment").

3.4. Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in three years of CyEx Medical Shield monitoring, which includes $1,000,000 in identity theft protection insurance.

3.5. Business Practice Commitments: Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security and systems remediation and improvements since the Data Incident, which total approximately $225,000 in value.

3.6. Claims Period. The Parties agree that the period for submitting claims will be set at a date certain of ninety (90) Days from the date that Notice is mailed to the Settlement Class Members.

3.7. The Settlement Administrator will provide information to Settlement Class Counsel and Defendant's Counsel regarding Valid Claims, including the claimant's name and other relevant information and all documentation to substantiate the claim upon request. Settlement Class Counsel and Defendant's Counsel shall have up to ten (10) business Days after being provided this information to dispute any Valid Claim.

3.8. If a Settlement Class Member disputes in writing a claim determination related to a claim under Paragraph 3.3 or 3.4 and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the parties will agree on a Claims Referee to make a final and binding determination regarding the disputed claim by a Settlement Class Member. If the Claims Referee becomes unavailable, the Parties may agree upon a substitute Claims Referee. If for any reason the Parties are unable to agree on a Claims Referee, the Court may appoint a Claims Referee.

4. Settlement Administration

4.1. All Costs of Settlement Administration will be paid by or on behalf of Defendant.

4.2. The Parties have agreed to request that the Court appoint RG2 as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The

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Settlement Administrator may request the assistance of the Parties to facilitate providing Notice and to accomplish such other purposes as may be approved by Defendant's Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4. The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Settlement Class Counsel and Defendant's Counsel shall agree on all information and documents to be posted on the Settlement Website. The Settlement Administrator will also enable a toll-free number to accept phone calls from Settlement Class Members and record scripted answers to frequently asked questions.

4.5. The Settlement Administrator will conduct Settlement Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendant's Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6. To make a claim for Settlement Benefits, a Settlement Class Member must complete and submit a Claim Form by the Claim Deadline. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for timeliness, completeness, and validity and make a determination as to whether the Claim is a Valid Claim.

4.8. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all third-party documentation (except for claims for Alternative Cash Payments and Credit Monitoring) or information needed to complete the Claim Form, including any documentation required to support claims for Monetary Compensation under Paragraph 3.3 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and/or amount for which a claim is submitted. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Defendant's Counsel to the extent requested or necessary to resolve disputes as detailed in Paragraph 3.8. Defendant or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10. Subject to the terms and conditions of this Settlement Agreement, Defendant shall transmit any Monetary Compensation deemed due to Settlement Class Members to the Settlement Administrator, and the Settlement Administrator shall mail or otherwise provide payment for Valid

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Claims within sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the Settlement Administrator determines a claim is a Valid Claim, whichever is later.

4.11. Payment for Valid Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

4.12. Any checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief available under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments or cause payments to be made to the Settlement Class Member for compensation or loss reimbursement under Paragraph 3.3, to provide Credit Monitoring under Paragraph 3.4, or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13. Settlement Benefits provided by Defendant pursuant to this Agreement will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Defendant until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14. Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

5. Notice to Settlement Class Members

5.1. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2. Notice shall be provided to Settlement Class Members via: (1) direct notice; and (2) notice on the Settlement Website.

5.3. Within ten (10) Days of the entry of the Preliminary Approval Order and engagement of a Settlement Administrator, Defendant shall provide the Settlement Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to Defendant. The Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

5.4. Within thirty (30) Days of the entry of the Preliminary Approval Order (the "Notice Deadline"), the Settlement Administrator shall send the Notice in Exhibit A to all Settlement Class Members whose addresses are known to Defendant by first-class U.S. mail.

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5.5. If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6. The Notice mailed to Settlement Class Members will consist of a short form notice in a form substantially similar to that attached hereto as Exhibit A ("Short Form Notice"). The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7. No later than thirty (30) Days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to the mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the long form notice (substantially similar to that attached hereto as Exhibit B, "Long Form Notice"), and the Claim Form (in a form substantially similar to that attached hereto as Exhibit C), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Settlement Class Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8. The Settlement Website shall be maintained and updated until thirty (30) Days after Final Order and Judgment.

5.9. Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel an appropriate affidavit or declaration, to be filed with the Court, that speaks to its compliance with the Court-approved Notice Program.

5.11. Defendant shall pay or cause to be paid the entirety of the Costs of Settlement Administration in accordance with the Preliminary Approval Order and this Settlement Agreement.

6. Opt-Out Procedure

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6.1. Each Settlement Class Member shall have the right to opt out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and to not be bound by this Settlement Agreement, if, within such time as is ordered by the Court, the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion to the Settlement Administrator at the address set forth in the Notice.

6.3. The Parties will recommend to the Court that the Opt-Out Period be the sixty (60) day period beginning upon the Notice Deadline.

6.4. For a Settlement Class Member's Opt-Out Request to be valid, it must: (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and/or to waive all rights to the benefits of the Settlement; and (d) be postmarked no later than the final date of the Opt-Out Period. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendant's Counsel of any Opt-Out Requests.

6.5. All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to opt out from the Settlement Class in the manner set forth in Paragraph 6.4, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported mass or class opt-out shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon,

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unless he or she submits a valid and timely Opt-Out Request.

6.8. Within fourteen (14) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendant's Counsel a complete list of all valid Opt-Out Requests (the "Opt-Out List").

7. Objections

7.1. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection ("Objection") by the Objection Deadline. Such notice shall: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2. To be timely, an Objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand-delivered concurrently upon Settlement Class Counsel and Defendant's Counsel at addresses set forth in the Long Form Notice or Paragraph 9.1 below no later than the Objection Deadline. The deadline for filing Objections shall be included in the Notice.

7.3. An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant's Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

7.4. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

7.5. If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide Settlement Class Counsel and Defendant's Counsel a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) Days before the Final Approval Hearing.

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7.6. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Wisconsin Rules of Civil Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. Attorneys' Fees, Costs, and Service Awards

8.1. Plaintiffs will move the Court for Service Awards to be paid to Plaintiffs in an amount not to exceed Two Thousand dollars and no cents ($2,000.00), which awards are intended to recognize Plaintiffs for their efforts in the Lawsuit and pre-consolidation litigation and commitment on behalf of the Settlement Class. If approved by the Court, Defendant will pay or cause to be paid the Service Awards to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective Date. The Service Awards will be paid by or on behalf of Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

8.2. Plaintiffs will move the Court for an award of attorneys' fees and costs in an amount not to exceed Four Hundred and Seventy Five Thousand dollars and no cents ($475,000.00) to Settlement Class Counsel. If approved by the Court, Settlement Class Counsel will provide Defendant with all appropriate documentation required under applicable law, including, without limitation, an appropriately completed Internal Revenue Service Form W-9, and Defendant will pay or cause to be paid the Court-approved amount for attorneys' fees and costs to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective Date. The attorneys' fees and costs will be paid by or on behalf of Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

8.3. Settlement Class Counsel will file the applications with the Court for the Service Award and attorneys' fees and expenses no later than fourteen (14) Days prior to Objection Deadline and end of the Opt-Out Period, unless otherwise ordered by the Court.

8.4. The Parties agree that Defendant will not in any event or circumstance be required to pay or cause to be paid any amounts to Plaintiffs or Settlement Class Counsel for Service Awards or attorneys' fees and costs in excess of the amounts identified above in Paragraphs 8.1 and 8.2.

8.5. The Parties agree that the Court's approval or denial of any request for Service Awards and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of Service Awards and of any award of attorneys' fees or

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costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court or modification, reversal, or appeal of any order of the Court, concerning the amount of Service Awards or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. Notices

9.1. All notices (other than the Notice) required by the Settlement Agreement shall be made in writing **and** communicated by mail or hand delivery to the following addresses:

All notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Raina C. Borrelli
raina@straussborrelli.com
STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611

All notices to Defendant's Counsel or Defendant shall be sent to:

Lucas T. Tabor
lucas.tabor@wilsonelser.com
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
555 East Wells Street, Suite 1730
Milwaukee, WI 53202

David M. Ross
david.ross@wilsonelser.com
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
1500 K Street NW, Suite 330
Washington, DC 20005

9.2. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, Opt-Out Requests, or other documents, communications, or filings received as a result of the Notice.

10. Settlement Approval Process

10.1. As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form, which:

a) Preliminarily approves this Settlement Agreement;

b) Certifies the Settlement Class for settlement purposes only pursuant to

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Section 2;

c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;

d) Appoints the Settlement Administrator in accordance with the provisions *supra*;

e) Approves the Notice Program and directs the Settlement Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

f) Approves a customary form of Short Form Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached hereto as Exhibit A and a customary Long Form Notice in a form substantially similar to the one attached hereto as Exhibit B, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt out of or object to the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

g) Approves a Claim Form substantially similar to that attached hereto as Exhibit C, and directs the Settlement Administrator to conduct Settlement Administration in accordance with the provisions of this Settlement Agreement;

h) Approves the opt-out and objection procedures as outlined in this Settlement Agreement;

i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

j) Appoints Settlement Class Counsel;

k) Appoints Plaintiffs as the Settlement Class Representatives; and

l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. Final Approval Hearing

11.1. Settlement Class Counsel and Defendant's Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

11.2. Plaintiffs will file with the Court their brief in support of final approval no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

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11.3. The Parties shall ask the Court to enter a Final Order and Judgment in a form substantially similar to the one attached hereto as Exhibit E.

11.4. If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. Termination

12.1. Each Party shall have the right to terminate this Settlement Agreement if:

a) The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to Exhibit D attached hereto);

b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit E attached hereto); or

c) The Final Order and Judgment does not become Final because a higher court reverses final approval by the Court.

12.2. If 5% or more Settlement Class Members opt out of the Settlement Class, then Defendant will have thirty (30) Days to determine in its sole discretion whether to withdraw from the Settlement and terminate the Settlement Agreement.

12.3. If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the Party learning of the occurrence of the condition permitting termination.

12.4. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.5. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc; (iii) Defendant shall be responsible for all Costs of Settlement Administration incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted

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to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

13. Release

13.1. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

13.2. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims are asserted.

13.3. On the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the "Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

13.4. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Plaintiffs.

13.5. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

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13.6. As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

13.8. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

14. Effective Date

14.1. The "Effective Date" of this Settlement Agreement shall be one (1) Day after the date when each and all of the following conditions have occurred:

a) This Settlement Agreement has been fully executed by all Parties and their counsel;

b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;

e) The Final Order and Judgment has become Final; and

f) The time for any appeal of the Final Order and Judgment has expired.

15. Miscellaneous Provisions

15.1. The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

15.2. The Parties (i) acknowledge that it is their intent to consummate this agreement;

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and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.3. This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons or any admission by Defendant or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant or the Released Persons that Plaintiff's claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4. No tax advice has been offered or given by the parties, their attorneys, their agents, or any other representatives. All Settlement Class Members are responsible for any tax obligations or consequences that might arise from the Settlement Agreement or receipt of Settlement Benefits, including any federal, state, and local income taxes that may be due on any payments made to them and any other benefit they receive under this Settlement Agreement. Under no circumstances shall Defendant or any of the Released Parties have any liability for taxes or tax expenses under the Settlement Agreement or the Settlement.

15.5. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.6. No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.7. This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

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15.8. There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.9. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.10. The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.11. This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties. The Parties recognize that because the arm's-length negotiations resulted in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.12. The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.13. This Settlement Agreement shall be interpreted, construed, and applied under and governed by the laws of Wisconsin without regard to its choice of law provisions.

15.14. In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Defendant or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.15. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.16. The headings used in this Settlement Agreement are for the convenience of the

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reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

15.17. All dollar amounts are in United States dollars (USD).

15.18. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.19. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.20. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Kelly Gorder

/s/ _____

Plaintiff Emily Deann Harbison

/s/ _____

Plaintiff Michael Webster

/s/ _____

Christanthi Opitz, on behalf of Plaintiff D.T., a minor

/s/ _____

Plaintiff Taylor Nicole Zurfluh-Taylor

/s/ _____

Plaintiff Jillian Zachar

/s/ _____

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15.20. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Kelly Gorder

/s/ Emily D. Harbison

Plaintiff Emily Deann Harbison

/s/ _____

Plaintiff Michael Webster

/s/ _____

Christanthi Opitz, on behalf of Plaintiff D.T., a minor

/s/ _____

Plaintiff Taylor Nicole Zurfluh-Taylor

/s/ _____

Plaintiff Jillian Zachar

/s/ _____

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15.19. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Kelly Gorder

/s/ _____

Plaintiff Emily Deann Harbison

/s/ Michael Webster

Plaintiff Michael Webster

/s/ _____

Christanthi Opitz, on behalf of Plaintiff D.T., a minor

/s/ _____

Plaintiff Taylor Nicole Zurfluh-Taylor

/s/ _____

Plaintiff Jillian Zachar

/s/ _____

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15.19. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.20. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Kelly Gorder

/s/ _____

Plaintiff Emily Deann Harbison

/s/ _____

Plaintiff Michael Webster

/s/ Chrisanthi Opitz

Christanthi Opitz, on behalf of Plaintiff D.T., a minor

/s/ _____

Plaintiff Taylor Nicole Zurfluh-Taylor

/s/ _____

Plaintiff Jillian Zachar

/s/ _____

reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

15.17. All dollar amounts are in United States dollars (USD).

15.18. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.19. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Kelly Gorder

/s/ _____

Plaintiff Emily Deann Harbison

/s/ _____

Plaintiff Michael Webster

/s/ _____

Christanthi Opitz, on behalf of Plaintiff D.T., a minor

/s/ Taylor Zurfluh-Taylor

Plaintiff Taylor Nicole Zurfluh-Taylor

/s/ _____

Plaintiff Jillian Zachar

/s/ _____

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15.17. All dollar amounts are in United States dollars (USD).

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15.19. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/ _____

Plaintiff Kelly Gorder

/s/ _____

Plaintiff Emily Deann Harbison

/s/ _____

Plaintiff Michael Webster

/s/ _____

Christanthi Opitz, on behalf of Plaintiff D.T., a minor

/s/ _____

Plaintiff Taylor Nicole Zurfluh-Taylor

/s/ _____

Plaintiff Jillian Zachar

/s/ Jill Z (Sep 4, 2025 08:23:01 GMT+12)

Plaintiff Bonnie Held

/s/ Bonnie Held
Bonnie Held (Aug 25, 2025 17:29:29 CDT)

Plaintiff Caressa Bradenburg

/s/

Plaintiff Marianne From

/s/

Plaintiff Angelique Skipper

/s/

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/

Lucas T. Tabor, State Bar No. 1107915
David M. Ross (*pro hac vice*)
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
555 East Wells Street, Suite 1730
Milwaukee, WI 53202
(414) 260-7661
lucas.tabor@wilsonelser.com
david.ross@wilsonelser.com

Counsel for Defendant

Dated:

/s/

Raina C. Borrelli (*pro hac vice*)
STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Telephone: (872) 263-1100
raina@straussborrelli.com

David S. Almeida
WI Bar # 1086050
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, IL 60614
Telephone: (708) 529-5418
david@almeidalawgroup.com

Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

Plaintiff Bonnie Held

/s/ _____

Plaintiff Caressa Bradenburg

/s/ Caressa Brandenburg

Plaintiff Marianne From

/s/ _____

Plaintiff Angelique Skipper

/s/ _____

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/ _____

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/ _____

Lucas T. Tabor, State Bar No. 1107915
David M. Ross (*pro hac vice*)
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Counsel for Defendant

Dated:

/s/ _____

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Telephone: (708) 529-5418
david@almeidalawgroup.com

Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

Plaintiff Bonnie Held

/s/ _____

Plaintiff Caressa Bradenburg

/s/ Marianne From

Plaintiff Marianne From

/s/ _____

Plaintiff Angelique Skipper

/s/ _____

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/ _____

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/ _____

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Counsel for Defendant

Dated:

/s/ _____

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Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

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Docusign Envelope ID: 72D0CFC9-E512-4A2E-8939-F6A54D941BAA

Plaintiff Bonnie Held

/s/ _____

Plaintiff Caressa Bradenburg

/s/ _____

Plaintiff Marianne From

/s/ _____

Plaintiff Angelique Skipper

/s/ _____

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/ _____

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/ _____

Lucas T. Tabor, State Bar No. 1107915
David M. Ross (*pro hac vice*)
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
555 East Wells Street, Suite 1730
Milwaukee, WI 53202
(414) 260-7661
lucas.tabor@wilsonelser.com
david.ross@wilsonelser.com

Counsel for Defendant

Dated:

/s/ _____

Raina C. Borrelli (*pro hac vice*)
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ALMEIDA LAW GROUP LLC
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Chicago, IL 60614
Telephone: (708) 529-5418
david@almeidalawgroup.com

Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

Plaintiff Bonnie Held

/s/ _____

Plaintiff Caressa Bradenburg

/s/ _____

Plaintiff Marianne From

/s/ _____

Plaintiff Angelique Skipper

/s/ Russell From

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/ _____

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/ _____

Lucas T. Tabor, State Bar No. 1107915
David M. Ross (*pro hac vice*)
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Counsel for Defendant

Dated:

/s/ _____

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Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

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Plaintiff Bonnie Held

/s/ _____

Plaintiff Caressa Bradenburg

/s/ _____

Plaintiff Marianne From

/s/ _____

Plaintiff Angelique Skipper

/s/ _____

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/ Kim J Kl CEO

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/ J David Ross

Lucas T. Tabor, State Bar No. 1107915
David M. Ross (*pro hac vice*)
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
555 East Wells Street, Suite 1730
Milwaukee, WI 53202
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lucas.tabor@wilsonelser.com
david.ross@wilsonelser.com

Counsel for Defendant

Dated:

/s/ _____

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Chicago, IL 60614
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david@almeidalawgroup.com

Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

Plaintiff Bonnie Held

/s/ _____

Plaintiff Caressa Bradenburg

/s/ _____

Plaintiff Marianne From

/s/ _____

Plaintiff Angelique Skipper

/s/ _____

Plaintiff Russell From, on behalf of himself and minor Plaintiffs M.F. and O.F.

/s/ _____

Defendant FCDG Management, LLC d/b/a First Choice Dental

Dated:

/s/ _____

Lucas T. Tabor, State Bar No. 1107915
David M. Ross (*pro hac vice*)
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lucas.tabor@wilsonelser.com
david.ross@wilsonelser.com

Counsel for Defendant

Dated: 09 / 07 / 2025

/s/ Raina Borrelli

Raina C. Borrelli (*pro hac vice*)
STRAUSS BORRELLI PLLC
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Co-Lead Class Counsel for Plaintiffs and Proposed Settlement Class

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— EXHIBIT A —

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First Choice Dental Data Incident Settlement
Claims Administrator
PO Box XXXX
CITY, STATE ZIP

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

Gorder, et al. v. FCDG Management, LLC d/b/a First Choice Dental., Case No. 2024CV002164
Circuit Court of Dane County, Wisconsin

If your Private Information was potentially implicated in the Data Incident that First Choice Dental discovered in October 2023, and you were sent notice, you may be entitled to benefits from a Settlement.

A Court has authorized this notice.
*This is **not** a solicitation from a lawyer.*

This notice is a summary.

www.XXXXXXXXXXX.com
1-XXX-XXX-XXXX

<<MAIL ID>>
<<NAME>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<CITY, STATE ZIP>>

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Doc ID: bed23c6918143df232221307650952d04a866117

A settlement has been reached in a class action lawsuit against FCDG Management, LLC d/b/a First Choice Dental ("Defendant") involving a Data Incident suffered by Defendant where cybercriminals potentially accessed Defendant's system containing individuals' Private Information on or about October 2023. The Private Information involves sensitive information including, but not limited to, names, dates of birth, Social Security numbers, passport numbers, driver's license numbers, government identification numbers, credit and debit card numbers, financial account numbers, and health information. Plaintiffs alleged clams for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and for violations of Wisconsin Statute § 146.82. Defendant denies all allegations of wrongdoing or liability in the lawsuit.

Who is Included? All individuals in the United States whose Private Information was implicated in the Data Incident discovered by Defendant in or around October 22, 2023.

What does the Settlement Provide? As a Settlement Class Member, you may submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement benefits:
Documented Economic Losses: You may submit a Claim Form, for unreimbursed losses related to the Data Incident for up to $6,000 per Settlement Class Member, which must be accompanied by supporting documentation;
OR
Alternative Cash Payment: Instead of Documented Economic Losses, you may submit a Claim Form to receive an Alternative Cash payment for up to $50. No supporting documentation is required;
AND
Credit Monitoring: In addition to either Documented Economic Losses or Alternative Cash Payment, you may also claim three years of CyEx Medical Shield monitoring, which includes $1,000,000 in identity theft protection insurance.

The actual amount of Monetary Compensation may be prorated if the settlement administration costs, attorneys' fees and expenses, service awards, Monetary Compensation, and the costs of Defendant's information security and systems remediation and improvements (which total $225,000). exceed the aggregate cap of $1,225,000.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Persons from the claims released and resolved by the Settlement. If you do not opt-out, you may object to the Settlement by **Month XX, 20YY**. The Long Form Notice on the settlement website explains how to opt-out or object. If you do nothing, you will get no Settlement benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Fairness Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and costs up to $475,000.00, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. The Settlement Agreement and more information about the lawsuit and Settlement are

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available at **www.XXXXXXXXXXX.com** or by calling toll-free **1-XXX-XXX-XXXX**.

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— EXHIBIT B —

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If your Private Information was potentially implicated in the Data Incident that First Choice Dental discovered in October 2023, you may be entitled to benefits from a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against FCDG Management, LLC d/b/a First Choice Dental ("Defendant") involving a Data Incident where cybercriminals potentially accessed Defendant's system containing individuals' Private Information on or about October 22, 2023. The Private Information involves sensitive information including, but not limited to, names, dates of birth, Social Security numbers, passport numbers, driver's license numbers, government identification numbers, credit and debit card numbers, financial account numbers, and health information.
- The Settlement Class includes all individuals in the United States whose Private Information was implicated in the Data Incident discovered by Defendant in October 2023.
- If you are a Settlement Class Member, you can submit a Claim Form for one of the following Monetary Compensation options, and Credit Monitoring:

  Monetary Compensation:

  Documented Economic Losses: Unreimbursed losses related to the Data Incident for up to $6,000 per Settlement Class Member. Supporting documentation is required;

  OR

  Alternative Cash Payment: Instead of Documented Economic Losses, you may submit a Claim Form to receive an Alternative Cash payment for up to $50. No documentation is required;

  AND

  Credit Monitoring: In addition to the Monetary Compensation, you may claim three years of CyEx Medical Shield monitoring, which includes $1,000,000 in identity theft protection insurance.

The actual amount of Monetary Compensation may be prorated if the settlement administration costs, attorneys' fees and expenses, service awards, and Monetary Compensation exceed the aggregate cap of $1,225,000, so that the total amount to be paid will not exceed $1,225,000.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: **MONTH DD, 20YY**
Exclude Yourself	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved and released by this Settlement. You can hire your own legal counsel at your own expense.	Postmarked by: **MONTH DD, 20YY**
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **MONTH DD, 20YY**
Do Nothing	Get no Settlement benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court must decide whether to approve the Settlement, attorneys' fees, costs, and expenses, and

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service awards. No Settlement benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for the Settlement benefits, and how to get them.

The Honorable Benjamin Jones of the Circuit Court of Dane County, Wisconsin is overseeing this class action. The lawsuit is known as *Kelly Gorder, et al., v. FCDG Management, LLC d/b/a First Choice Dental*, Case No. 2024CV002164 ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the company sued, FCDG Management, LLC d/b/a First Choice Dental, is called the "Defendant."

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant on behalf of themselves and all others similarly situated involving a Data Incident suffered by Defendant where cybercriminals potentially accessed Defendant's computer systems containing your Private Information, which Defendant discovered in October 2023. The Private Information includes sensitive information including, but not limited to, names, dates of birth, Social Security numbers, passport numbers, driver's license numbers, government identification numbers, credit and debit card numbers, financial account numbers, and health information. Plaintiffs allege claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and for violations of Wisconsin Statute § 146.82.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is this lawsuit a class action?

In a class action, one or more people (called Class Representatives) sue on behalf of all people who they allege have similar legal claims. Together, after a court grants class certification, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

The Class Representatives in this lawsuit are 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.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers

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believe the Settlement is best for the Settlement Class because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are an individual in the United States whose Private Information was implicated in the Data Incident discovered by Defendant in October 2023.

6. Are there exceptions to being included in the Settlement?

Yes. 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to **www.XXXXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a timely and valid Claim Form for the following Settlement benefits:

Documented Economic Losses

You may submit a timely and valid Claim Form with documentation for out-of-pocket expenses incurred as a result of the Data Incident, up to a maximum of $6,000.00 per person.

Documented Economic Losses include, without limitation and by way of example monetary loss from fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the Notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Alternative Cash Payment

Instead of submitting a Claim Form for Documented Economic Losses, Settlement Class Members can make a Claim for a single fifty dollar and zero cents ($50.00) cash payment. No supporting documentation is required.

Credit Monitoring

In addition to the Monetary Compensation, you may also submit a Claim Form to receive three years

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of CyEx Medical Shield monitoring, which includes $1,000,000 in identity theft protection insurance.

The actual amount of the Monetary Compensation may be prorated downwards if the settlement administration costs, attorneys' fees and expenses, service awards, Monetary Compensation, and the costs of Defendant's information security and systems remediation and improvements (which total $225,000) exceed the aggregate cap of $1,225,000, so that the total amount to be paid will not exceed $1,225,000. To be clear, the overall settlement cap does not include the three years of CyEx Medical Shield monitoring.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Persons concerning the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section 13 of the Settlement Agreement describes the Releases, Released Claims, and Released Persons, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at **www.XXXXXXXXXX.com**. For questions regarding the Releases, Released Claims, or Released Persons and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement benefits as described above. Your Claim Form must be submitted online at **www.XXXXXXXX.com** by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at **www.XXXXXXXX.com** or by calling **1-XXX-XXX-XXXX** or by writing to:

First Choice Dental Data Security Incident
Settlement Administrator
PO Box XXXX
CITY, STATE ZIP

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

First Choice Dental Data Security Incident
Settlement Administrator
PO Box XXXX
CITY, STATE ZIP

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13. When will I receive my Settlement benefits?

If you submit a timely and valid Claim Form, the Settlement benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check **www.XXXXXXXXXXX.com** for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed the Raina C. Borrelli of Strauss Borrelli PLLC and David S. Almeida of Almeida Law Group LLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

15. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees of $475,000.00 to be paid by or on behalf of Defendant. Class Counsel will also ask the Court to approve a service award of $2,000 for each of the Class Representatives for participating in this lawsuit and for their efforts in achieving the Settlement. The Court may award less than these amounts.

Class Counsel's motion for attorneys' fees, costs, and expenses, and the service award will be made available on the settlement website at **www.XXXXXXXXXXX.com** before the deadline for you to comment or object to the Settlement.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Persons on your own concerning the Released Claims, then you must take steps to not be included in the Settlement. This is called excluding yourself from—or "opting-out" of—the Settlement.

16. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which must: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the lawsuit); (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and/or to waive all rights to the benefits of the Settlement; and (d) be postmarked no later than the final date of the Opt-Out Period.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

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You cannot opt-out (exclude yourself) by telephone or by email.

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted.

17. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

18. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Persons for the legal claims this Settlement resolves and releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Persons concerning the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs, and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs, and expenses or the service award.

To object, you must mail a written objection **postmarked** by **MONTH DD, 20YY**, to Class Counsel and Defendant's Counsel, stating that you object to the Settlement in *Kelly Gorder, et al., v. FCDG Management, LLC d/b/a First Choice Dental*, Case No. 2024CV002164.

To submit an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

(i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any);
(ii) contain the objecting Settlement Class Member's original signature;
(iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident);
(iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable;
(v) identify all counsel representing the objector;
(vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;

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(vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

To object, your written objection must include all of the information above, must be postmarked by **MONTH DD, 20YY**, and sent by U.S. mail to Class Counsel and Defendant's Counsel, at the following addresses:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Raina C. Borrelli **STRAUSS BORRELLI PLLC** 980 N Michigan Avenue, Suite 1610 Chicago, Illinois 60611 David S. Almeida **ALMEIDA LAW GROUP LLC** 849 W. Webster Avenue Chicago, IL 60614	Lucas T. Tabor **WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP** 555 East Wells Street, Suite 1730 Milwaukee, WI 53202 David M. Ross **WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP** 1500 K Street NW, Suite 330 Washington, DC 20005

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE FINAL FAIRNESS HEARING

The Court will hold a "Final Fairness Hearing" to decide whether to approve the Settlement and attorneys' fees, costs, and expenses, and service award. You may attend and you may ask to speak if you submit an objection by the deadline, but you do not have to.

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

The Court will hold a Final Fairness Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Benjamin Jones at Dane County Courthouse, 215 S Hamilton St., Madison WI 53703. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses, and the service award to the Class Representatives.

If there are objections that were submitted by the deadline, the Court will consider them. If you submit a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Fairness Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the settlement website **www.XXXXXXXXX.com** to confirm the date and time of the Final Fairness Hearing have not changed.

22. Do I have to attend the Final Fairness Hearing?

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No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to attend the Final Fairness Hearing to speak about it. As long as you submit your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself at the Final Fairness Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed above—and specifically include a statement whether you or your lawyer will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the "Exclude Yourself or Opt-Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Persons concerning the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Cybersecurity Incident.

GET MORE INFORMATION

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

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement, related documents and additional information are available at **www.XXXXXXXXXXX.com** or by calling toll-free **1-XXX-XXX-XXXX**, or by writing to:

First Choice Dental Data Security Incident
Settlement Administrator
PO Box XXXX
CITY, STATE ZIP

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.

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— EXHIBIT C —

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Must be postmarked or submitted online NO LATER THAN [DATE]

First Choice Dental Group Data Incident

CLAIM FORM

Kelly Gorder, et al., v. FCDG Management, LLC d/b/a First Choice Dental
Case No. 2024CV002164 (Circuit Court of Dane County, Wisconsin)

INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a potential member of the Settlement Class because you were identified by FCDG Management, LLC d/b/a First Choice Dental ("Defendant") as potentially being affected by a cybersecurity incident in which cyber criminals accessed Defendant's computer systems containing your Private Information, which Defendant discovered in October 2023 (the "Data Incident"). The Private Information involves sensitive information including, but not limited to, names, dates of birth, Social Security numbers, passport numbers, driver's license numbers, government identification numbers, credit and debit card numbers, financial account numbers, and health information.

You may submit a Claim Form for Settlement benefits, outlined below, by visiting the Settlement website at www.XXXXXXXXX.com. **Claims must be submitted online or mailed by [DATE].** If you would prefer to submit by mail, please use the address at the top of this form.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim for one of the Monetary Compensation options below, AND Credit Monitoring:

Monetary Compensation (claim one):

A. **Documented Economic Losses:** You may submit a Claim Form and provide reasonable documentation for unreimbursed losses related to the Data Incident for up to $6,000 per Settlement Class Member. Supporting documentation is required.

OR

B. **Alternative Cash Payment:** Instead of Documented Economic Losses, you may submit a Claim Form to receive an Alternative Cash payment for up to $50. No supporting documentation is required.

The actual amount of your Monetary Compensation may be prorated downwards if the settlement administration costs, attorneys' fees and expenses, service awards, Monetary Compensation, and the costs of Defendant's information security and systems remediation and improvements (which total $225,000) exceed the aggregate cap of $1,225,000, so that the total amount to be paid will not exceed $1,225,000.

AND

Credit Monitoring: In addition to the Monetary Compensation, you may also submit a Claim Form to receive three years of CyEx Medical Shield monitoring, which includes $1,000,000 in identity theft protection insurance.

Unique ID:_____ (Provided on mailed Notice or Obtained from Settlement Administrator)

First Name: _____ Last Name: _____

Address 1:_____

Address 2: _____

City: _____ State: _____ Zip: _____

Phone: _____

Questions? Go to **www.XXXXXXXXX.com** or call **1-XXX-XXX-XXXX**

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Email: _____

Credit Monitoring Services

You may be eligible to receive free Credit Monitoring services.

All Settlement Class members are eligible to claim Credit Monitoring services.

Please select the checkbox if you want the Credit Monitoring services for which you are eligible.

☐ **Credit Monitoring services:** I want to receive three free years of CyEx Medical Shield monitoring at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address or home address after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Alternative Cash Payment

Instead of Documented Economic Losses you may elect to receive an Alternate Cash payment, estimated to be **$50**. No supporting documentation is required. Your Alternate Cash payment may be subject to a *pro rata* (a legal term meaning equal share) adjustment based upon the total value of all Valid Claims.

☐ **By checking this box, I affirm I want to receive an Alternate Cash payment of up to $50.**

Documented Economic Losses

If you lost or spent money relating to the Data Incident and have not been reimbursed for that loss/expenses through any other source, you may receive reimbursement for up to $6,000 total. Eligible expenses include (i) Documented Economic Losses which include, without limitation and by way of example, monetary loss from fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the Notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You must provide documents supporting the claimed loss to be eligible for reimbursement. Documentation must show what happened and how much you lost or spent.

To look up more details about how the Documented Economic Losses work, visit **www.XXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**. Please also review the Long Form Notice on the Settlement website, which provides examples of what documents you need to attach and the types of expenses that can be claimed.

Supporting Documents	Amount and Date	Description of Expense or Money Spent

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I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge and that any claimed losses resulted from the Data Incident.

I understand that I may be asked to provide more information by the Claims Administrator before my Claim is complete.

Print Name of Claimant:_____

Signature (or signature of parent or guardian if Settlement Class Member is a minor):

_____

Date:_____

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— EXHIBIT D —

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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

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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.

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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

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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.

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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.

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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,

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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,

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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

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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

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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: _____ _____

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— EXHIBIT E —

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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] FINAL APPROVAL ORDER AND JUDGMENT

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.

The Court having held a Final Approval Hearing on _____ to determine whether the terms of the Settlement Agreement were fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendant, and notice of the Final Approval Hearing having been duly given in accordance with this Court's Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying Settlement Class, Approving Notice Program,

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and Scheduling Final Approval Hearing (the "Preliminary Approval Order") (No. _), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay and good cause appearing therefore,

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

1. The Settlement Agreement and Release dated _____, including its exhibits and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order are also incorporated by reference in this Order.

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 Court's Preliminary Approval Order:

> All persons in the United States whose Private Information was implicated in the Data Incident discovered by Defendant 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 finally certifies the Settlement Class for settlement purposes for the same reasons as set forth in the Court's Preliminary Approval Order and finds that it satisfies all the requirements of Wis. Stat. § 803.08. Specifically: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Settlement Class Counsel have fairly and adequately

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represented the interests of the Settlement Class for purposes of entering into and implementing the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. The Court previously appointed Raina C. Borrelli of Strauss Borrelli PLCC and David S. Almeida of Almeida Law Group LLC as Settlement Class Counsel, and hereby reaffirms that appointment.

6. The Court hereby finds that the Settlement Agreement is the product of arm's-length settlement negotiations between 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. and Settlement Class Counsel, and Defendant and Defendant's counsel, conducted under the supervision of mediator Bruce Friedman of JAMS.

7. The Preliminary Approval Order outlined the form and methods by which Plaintiffs would provide the Settlement Class with Notice of the Settlement Agreement, the Final Approval Hearing, and related matters, and it is incorporated by reference.

8. The Court hereby finds and concludes that Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order.

9. The Court further finds and concludes that the Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Wis. Stat. § 803.08 and the requirements of due process, were the best notice practicable under the circumstances, and support

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the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order.

10. A total of ___ Settlement Class Members submitted timely and proper requests for exclusion. The Court hereby orders that each of those individuals is excluded from the Settlement Class. Those individuals will not be bound by the Settlement Agreement, and neither will they be entitled to any of its benefits. There was/ were ___ objection(s), by _____, which the Court has evaluated and considered and overrules.

11. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Final Approval Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Final Judgment.

12. No Settlement Class Member is relieved from the terms of the Settlement Agreement, including the Release provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual notice of the Settlement. A full opportunity has been offered to Settlement Class Members to object to or opt out of the Settlement Agreement and to participate in the Final Approval Hearing thereon.

13. The Court hereby finally approves the Settlement Agreement and the Settlement contemplated thereby, and finds that the terms constitute, in all respects, a fair, adequate, and reasonable settlement as to all Settlement Class Members in accordance with Wis. Stat. § 803.08 and directs the Parties to fully implement the Settlement pursuant to its terms and conditions. Each Settlement Class Member who did not opt out is hereby bound by the Settlement Agreement.

14. The Court hereby finds that the Settlement Class Members have been adequately represented by the Settlement Class Representatives and Settlement Class Counsel, that the

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Settlement was negotiated at arm's length, that the relief provided is adequate considering the costs, risks, and delay of trial and appeal, that the distribution of relief and method of processing claims was adequate and fair, that the terms and timing of payment associated with Settlement Class Counsel's request for attorneys' fees was adequate and fair, and that all other relevant factors, including that the Settlement Agreement treats Settlement Class Members equitably relative to each other, demonstrate that this Settlement should be finally approved by the Court as fair, adequate, and reasonable.

15. This Court hereby dismisses the Lawsuit with prejudice, without costs and fees to any party, except as expressly provided for in the Settlement Agreement.

16. Plaintiffs and the Settlement Class Members fully and finally release and forever discharge the Released Persons from the Released Claims.

17. The Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Plaintiffs in the Lawsuit, and evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Lawsuit or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

18. If for any reason the Settlement Agreement terminates, then certification of the Settlement Class shall be deemed vacated. In such an event, the certification of the Settlement Class for settlement purposes or any briefing or materials submitted seeking certification of the Settlement Class shall not be considered in connection with any subsequent class certification

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issues, and the Parties shall return to the status quo ante in the Lawsuit, without prejudice to the right of any of the Parties to assert any right or position that could have been asserted if the Settlement Agreement had never been reached or proposed to the Court.

19. The Court grants Settlement Class Counsel's application for fees and costs, and awards $_____ in attorneys' fees and $_____ in costs. The Court finds these amounts appropriate, fair, and reasonable. The Court awards each Class Representative $_____ as a service award and finds this amount fair and reasonable. Settlement Class Counsel shall have responsibility for allocating the fees and expenses consistent with the Settlement Agreement and Release.

20. Finding that there is no just reason for delay, the Clerk of the Court is directed to enter this Order on the docket and enter final judgment pursuant to Rule 806.01 forthwith.

21. The Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____ _____

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Audit trail

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File name	FCDG_-_Settlement_Agreement_with_Exs.pdf
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Audit trail date format	MM / DD / YYYY
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