

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3
4 Kathleen Jordan, *et al.*, individually and on
behalf of all others similarly situated,

5 Plaintiffs

6 v.

7 Absolute Dental Group, LLC, and Judge
Consulting, Inc.,

8 Defendants
9

Case No. 2:25-cv-0986-JAD-DJA

AMENDED*

Order Granting Preliminary Approval of
Class Action Settlement with Absolute
Dental Group, LLC

ECF No. 76

10 This is a putative class action against Absolute Dental Group, LLC and Judge Consulting,
11 Inc., arising from an alleged data breach of Absolute Dental’s information systems between
12 February 19, 2025, and March 5, 2025. After a mediation, the plaintiffs (through their court-
13 appointed interim class counsel¹) and Absolute Dental reached an agreement to settle the
14 putative class’s claims against Absolute Dental only; this proposed settlement does not include
15 Judge Consulting, Inc., which has filed a still-pending motion to dismiss.² Plaintiffs now move
16 for preliminary approval of the settlement with Absolute Dental on a class basis under Federal
17 Rule of Civil Procedure 23(e).³ Having heard oral argument on the motion for preliminary
18 approval on March 4, 2026, and with good cause appearing, **the court GRANTS the motion**
19 **[ECF No. 76]** and orders as follows:
20

21 ¹ ECF No. 49 (order granting motion to appoint interim class counsel).

22 ² ECF No. 68. The court heard oral argument on this motion on March 4, 2026, and has taken
that motion under advisement. A written order will be issued at the court’s earliest opportunity.

23 ³ ECF No. 76. Judge Consulting did not file an opposition to the request, but it also does not
affirmatively support it. *See* ECF No. 79.

* Amended to correct typographical error in Final Fairness Hearing date.

1 1. The court finds that the settlement as set forth in the Class Action Settlement
2 Agreement and Release at ECF No. 76-2 at 2–38 is fair, reasonable, and adequate, and falls
3 within the range of possible approval, and was entered into after extensive, arm’s-length
4 negotiations, such that it is hereby preliminarily approved and notice of the settlement in the
5 format provided at ECF No. 76-2 at 44–57 is directed to be provided to the class.

6 2. For purposes of settlement only, the court provisionally certifies the Absolute
7 Dental Settlement Class, defined as follows:

8 All living, natural persons residing in the United States whose Personal
9 Information was potentially compromised in the Data Incident, including
 all persons who were sent notice of the Data Incident.

10 Excluded from the Absolute Dental Settlement Class are: (1) the judges presiding over
11 the Action and members of their immediate families and their staff; (2) Absolute Dental, its
12 subsidiaries, parent companies, successors, predecessors, and any entity in which Absolute
13 Dental or its parents, have a controlling interest, and its current or former officers and directors;
14 (3) Judge Consulting, Inc., its subsidiaries, parent companies, successors, predecessors, and any
15 entity in which Judge Consulting, Inc. or its parents, have a controlling interest, and its current or
16 former officers and directors; (4) natural persons who properly execute and submit a request for
17 exclusion prior to the opt-out deadline; and (5) the successors or assigns of any such excluded
18 natural person.

19 3. The court provisionally finds, under Federal Rule of Civil Procedure (FRCP)
20 23(a) and (b), for settlement purposes only, that: (a) the Absolute Dental Settlement Class
21 (purported to be approximately 1,223,437 members large) is so numerous that joinder of all class
22 members is impracticable; (b) there are questions of law and fact common to the Absolute Dental
23 Settlement Class; (c) the class representatives’ claims are typical of the claims of the settlement
class; (d) the class representatives and class counsel will fairly and adequately protect the

1 interests of the Absolute Dental Settlement Class; and (e) the court finds that the questions of law
2 or fact common to the class members predominate over any questions affecting only individual
3 members, and that a class action is superior to other available methods for fairly and efficiently
4 adjudicating the controversy.

5 4. Plaintiffs Kathleen Jordan, Marlo Eastman, Edwina Jackson, Amanda Maduike-
6 Iwata, and Viridiana Tinajero Monterroza are hereby provisionally designated and appointed as
7 the **Class Representatives**, and the court provisionally finds that they are similarly situated to
8 absent class members and are typical of the Absolute Dental Settlement Class, and, therefore,
9 they will be adequate class representatives.

10 5. The court finds that Andrew W. Ferich of Ahdoot & Wolfson, PC, Andrew E.
11 Mize of Stranch, Jennings & Garvey PLLC, Jessica A. Wilkes of Federman & Sherwood, Mariya
12 Weekes of Milberg LLC, and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel
13 LLP are experienced and adequate counsel, and are provisionally designated as **Class Counsel**.

14 6. The court appoints Epiq as **Settlement Administrator**.

15 7. The Settlement Administrator must disseminate **notice** to the Absolute Dental
16 Settlement Class as follows:

17 a. For any class member for whom an email address is reasonably available,
18 the Settlement Administrator will send a summary notice via email in the format
19 provided at ECF No. 77-2 at 76;

20 b. For any remaining class member for whom a physical address is
21 reasonably available, the Settlement Administrator will send the postcard summary notice
22 in the format provided at ECF No. 77-2 at 73–74 by U.S. mail, postage prepaid;
23

1 c. At the direction and discretion of the parties, the Settlement Administrator
2 must perform reasonable address traces for any postcard summary notices that are
3 returned as undeliverable. If the parties elect remailing, then no later than 45 days before
4 the original date set for the final approval hearing, the Settlement Administrator must
5 complete the re-mailing of postcard summary notice to those class members whose new
6 addresses were identified as of that time through address traces. The parties have the
7 discretion to elect alternative means of class-member notice in lieu of re-mailing postcard
8 notices; and

9 d. Neither the parties nor the Settlement Administrator have any further
10 obligation to re-mail individual notices that have been mailed.

11 8. Within 14 days after entry of this order, the Settlement Administrator must cause
12 the **Settlement Website** to be launched on the internet, which contains information regarding
13 how to submit claim forms (including submitting claims forms electronically through the
14 settlement website) and relevant documents including, but not limited to, the long-form notice,
15 the claim form, the settlement agreement, a copy of this order, and the operative complaint in the
16 Action, and must (on its URL landing page) notify the Absolute Dental Settlement Class of the
17 date, time, and place of the final approval hearing. The settlement website must also provide the
18 toll-free telephone number and mailing address through which class members may contact the
19 Settlement Administrator directly.

20 9. The long-form notice, summary notices, and claim form, attached as Exhibits B,
21 D, E, and A, respectively, to the settlement agreement, are constitutionally adequate and are
22 hereby approved as they contain all essential elements required to satisfy federal statutory
23 requirements and due process. The court further finds that the form, content, and method of

1 providing the notice, as described in the settlement agreement, including the exhibits thereto: (a)
2 constitute the best practicable notice to the Absolute Dental Settlement Class; (b) are reasonably
3 calculated to apprise class members of the pendency of the Action, the terms of the settlement,
4 their rights under the settlement, including, but not limited to, their rights to object to or exclude
5 themselves from the settlement; and (c) are reasonable and constitute due, adequate, and
6 sufficient notice to all class members.

7 10. The notice plan set forth in the settlement agreement provides the best notice
8 practicable under the circumstances, and is hereby approved.

9 11. The Settlement Administrator is directed to carry out notice and the notice plan,
10 as set forth in the settlement agreement.

11 12. Class members may submit a request to **opt-out or object to the settlement by**
12 **June 9, 2026**. Any class member may submit a request to opt-out of the settlement at any time
13 during the opt-out period by adhering to the requirements of Section 6.8 of the settlement
14 agreement. Any individual in the Absolute Dental Settlement Class who does not timely and
15 validly request to opt-out must be bound by the terms of the settlement agreement even if he or
16 she does not submit a valid claim. Class members who do not make their objections in the
17 manner and by the objection deadline will be deemed to have waived objection.

18 13. Opt-outs may only be made on an individual basis, and no person may request to
19 be excluded from the Absolute Dental Settlement Class through “mass” or “class” opt-outs. Any
20 class member who timely requests exclusion must not: (i) be bound by any final approval order
21 or the judgment; (ii) be entitled to the settlement benefits under the settlement agreement;
22 (iii) gain any rights by virtue of the settlement agreement; or (iv) be entitled to object to any
23 aspect of the settlement agreement.


1 14. Class members who qualify for, and wish to receive settlement benefits must
 2 **submit a claim form by June 18, 2026**, in compliance with the instructions in the notices.

3 15. **A Final Approval Hearing will be held Thursday, July 30, 2026, at 10 a.m.** at
 4 the U.S. Courthouse located at 333 Las Vegas Blvd. South, Las Vegas, NV 89101, Courtroom
 5 6D. **This is an in-person hearing** and any appearances must be made in person.

6 16. Class Counsel must **file motions** for final approval of the settlement, and any
 7 motion for attorneys' fees, costs, and service awards, **by June 26, 2026**.

8 **Schedule of Key Dates**

9 Class List Deadline (Absolute Dental must prepare and provide 10 the Class List to the Settlement 11 Administrator)	March 20, 2026
12 The Notice Date (Deadline for Settlement Administrator to 13 mail and email, publish notices)	April 10, 2026
14 Objection Deadline (Deadline to File Requests for Exclusion and 15 Objections to Settlement)	June 9, 2026
16 Deadline for Claimants to Submit Claim Forms	June 18, 2026
17 Motion for fees, costs, and awards (Deadline to File Motion for Fee and Costs 18 Award, and Service Awards)	June 26, 2026
19 Final Approval Motion Filing Deadline (Deadline to file Motion for Final Approval 20 of Settlement)	June 26, 2026
21 Final Approval Hearing	July 30, 2026 10:00 a.m. in Las Vegas, Nevada

22 
 23 U.S. District Judge Jennifer A. Dorsey
 March 10, 2026