STATE OF MINNESOTA DISTRICT COURT
COUNTY OF HENNEPIN, FOURTH JUDICIAL DISTRICT

If you are a living individual in the United States whose Private Information was potentially compromised in the Park Dental Data Security Incident, you may be eligible for benefits from a class action Settlement.

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

- A Settlement has been reached in a class action lawsuit against PDG, P.A. d/b/a Park Dental ("Park Dental" or "Defendant") entitled *In re Park Dental Data Breach Litigation*, Case No. 27-cv-24-12335, arising from a Data Security Incident involving unauthorized activity in Park Dental employee accounts. The Court has not decided who is right or wrong, or determined that Park Dental did anything wrong. This is a Settlement reached to end the risks and distractions to both sides that are part of litigation.
- You are included in the "Settlement Class" if you are a living individual in the United States whose Private Information was potentially compromised in the Data Security Incident. Certain persons and entities are excluded, as explained in Question 6.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will not receive Settlement benefits. Unless you timely and validly opt out, you will also release the Released Claims against the Released Parties and be bound by the Settlement.
SUBMIT A CLAIM FORM	To receive Settlement benefits, you must submit a Valid Claim. Claim Forms must be submitted online by 11:59 p.m. Central Time on **December 28, 2026**, or mailed and postmarked by **December 28, 2026**.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself or "opt out," you will not receive Settlement benefits. This is the only option that preserves your right to pursue your own claims against the Released Parties concerning the Data Security Incident.
OBJECT TO THE SETTLEMENT	To object, you must file your objection with the Court and mail it to Class Counsel, Defendant's Counsel, and the Settlement Administrator by **December 28, 2026**.
GO TO THE FINAL APPROVAL HEARING	You may state in your objection whether you intend to appear and/or testify at the Final Approval Hearing.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be void and the litigation will continue against the Defendant.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in a class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is titled *In re Park Dental Data Breach Litigation,* Case No. 27-cv-24-12335, pending in the Hennepin County (Minnesota) District Court. It arises from unauthorized activity involving Park Dental employee accounts that Park Dental became aware of on or around January 23, 2024 (the "Data Security Incident"). The people who filed the lawsuit are called Plaintiffs, and PDG, P.A. d/b/a Park Dental ("Park Dental") is called Defendant.

2. What is this lawsuit about?

Park Dental became aware of unauthorized activity involving employee accounts. Park Dental later issued notice to impacted individuals in August 2024. The information potentially affected included personally identifiable information, such as names, medical information, Social Security numbers, driver's license numbers, and dates of birth, as well as financial account or payment card information ("Private Information"). However, for the vast majority of impacted individuals, only an internal Park Dental identification number that cannot be used in any other context was exposed.

Plaintiffs filed a Consolidated Amended Class Action Complaint alleging negligence, negligence per se, breach of fiduciary duty, intrusion upon seclusion/invasion of privacy, breach of implied contract, violations of the Minnesota Health Records Act, declaratory judgment, and unjust enrichment. The Court dismissed the breach-of-fiduciary-duty, invasion-of-privacy, and unjust-enrichment claims but allowed the negligence, negligence per se, breach-of-implied-contract, Minnesota Health Records Act, and declaratory-judgment claims to proceed.

3. What is a class action?

In a class action, one or more people called "Class Representatives" (in this Action, Justin Halvorson and Beverly Goerisch) sue on behalf of people who have similar claims. Together, all these people are called the Settlement Class. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs negotiated a Settlement with the Defendant that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement includes all living individuals in the United States whose Private Information was potentially compromised in the Data Security Incident.

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

Yes, the Settlement Class specifically excludes: (1) all persons who are directors, officers, and agents of Defendant; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

7. I am still not sure if I am included.

If you are still not sure whether you are included, call (888) 808-2619, email admin@parkdentaldatasecuritysettlement.com or visit www.parkdentaldatasecuritysettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement does not establish a fixed settlement fund or an overall cap on the total amount Defendant may pay for approved Settlement Class Member Benefits. The benefits available to each Settlement Class Member are subject to the individual limits described in Question 9. Defendant will separately pay approved Settlement Class Member Benefits, Settlement Administration Costs, Court-approved attorneys' fees and costs, and any Court-approved Service Awards. Plaintiffs have also received assurances that Park Dental has undertaken or will undertake reasonable steps to further secure its systems and environments.

9. What can I get from the Settlement?

If you are a Settlement Class Member, you may submit a Claim for either (1) compensation for Documented Out-of-Pocket Losses, or (2) a Lost Time Payment, if eligible. You may also claim Credit Monitoring in addition to either cash-payment option.

a. Documented Out-of-Pocket Losses: Settlement Class Members may submit a Claim for up to $2,500 in documented, out-of-pocket, unreimbursed losses that are more likely than not caused by the Data Security Incident. In determining whether a claimed loss was caused by the Data Security Incident, the Settlement Administrator will consider, among other factors, whether the loss occurred on or after February 22, 2024. Eligible losses may include certain bank fees, long-distance telephone charges, qualifying cell phone or data charges, postage, gasoline for local travel, and fees for credit reports, credit monitoring, or identity-theft insurance purchased between December 6, 2024, and the Claim Form Deadline. Eligible losses may also include monetary losses due to fraud or identity theft that were more likely than not caused by the Data Security Incident, occurred after the Data Security Incident and before the Claim Form Deadline, and for which the claimant made reasonable efforts to avoid or seek reimbursement, including, but not limited to, exhausting all available credit-monitoring insurance and identity-theft insurance. Reasonable documentation may include receipts, credit card statements, bank statements, invoices, telephone records, or other non-self-prepared documentation. Self-prepared documents are insufficient by themselves but may clarify or support other documentation. Losses already reimbursed by another source are not eligible.

b. Lost Time Payment: As an alternative to compensation for Documented Out-of-Pocket Losses, Settlement Class Members whose Social Security number and driver's license number were impacted, according to Park Dental's records and the Settlement Administrator's review, may claim $15 per hour for up to four hours of time spent responding to the Data Security Incident, for a maximum payment of $60.

c. Credit Monitoring: All Settlement Class Members may claim one year of Cyex Financial Shield Complete, including at least $1,000,000 in identity-theft protection insurance. The retail value of this benefit is $179.40. This benefit may be selected in addition to compensation for Documented Out-of-Pocket Losses or a Lost Time Payment. This Credit Monitoring is offered in addition to credit monitoring previously offered by Park Dental in connection with the Data Security Incident.

Approved benefits will not be reduced on a pro rata basis based on the number or value of Valid Claims. If a Settlement Class Member does not submit a Valid Claim or timely and validly opt out, the Settlement Class Member will release claims against the Released Parties without receiving a Settlement Class Member Benefit.

HOW TO GET SETTLEMENT BENEFITS

10. How do I get Settlement benefits?

You must submit a completed Claim Form by **December 28, 2026**, to receive Settlement benefits. Each Settlement Class Member may submit only one Claim Form. Claim Forms may be submitted electronically through the Settlement Website by 11:59 p.m. Central Time on **December 28, 2026**, or mailed and postmarked by **December 28, 2026**, to:

In re Park Dental Data Breach Litigation
Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

11. When will I get my benefits?

The Court will hold a Final Approval Hearing at 9:00 a.m. CST on February 1, 2027, to determine whether the Settlement Agreement should receive Final Approval by the Court. If the Court approves the Settlement, there may be appeals, which may delay the Effective Date and the distribution of benefits. Settlement benefits will be distributed after the Settlement becomes effective and the Settlement Administrator completes the review and final determination of submitted Claims.

12. What am I giving up to get Settlement benefits or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant and certain Released Parties for any claim related to the Action or released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below.

"Released Parties" means Defendant and each and every of their past, present, and future direct and indirect heirs, assigns, partners, associates, corporations, investors, owners, parents, subsidiaries, affiliates, departments, members, divisions, affiliated companies, predecessors, successors, directors, officers, employees, agents, vendors, insurers, reinsurers, benefit plans, managers, administrators, executors, trustees, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, predecessors, successors, service providers, retailers, and subrogees and assigns of any of the foregoing.

13. What are the Released Claims?

"Released Claims" means any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, against the Released Parties that result from, arise out of, are based upon, or relate to the Data Security Incident and/or Litigation, including claims that were alleged or could have been alleged concerning the Data Security Incident, Defendant's information-security policies and practices, or Defendant's maintenance or storage of personally identifiable information. The release also includes claims that Settlement Class Members do not presently know or suspect to exist. The complete definition of Released Claims and the full release are set forth in the Settlement Agreement, available at www.parkdentaldatasecuritysettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail an individually and personally signed written request to the Settlement Administrator that is postmarked no later than **December 28, 2026**. You must submit your own individual request; no person may opt out another person or submit a group request.

Your request must include your name, address, telephone number, email address (if any), your personal signature, and a statement indicating that you request to be excluded from the Settlement Class.

To be effective, all opt-out requests must be postmarked no later than **December 28, 2026,** to:

In re Park Dental Data Breach Litigation
Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

15. If I exclude myself, can I still get benefits from the Settlement?

No. If you exclude yourself from the Settlement, you will not receive benefits because you will no longer be eligible for them.

16. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant or Released Parties for the claims released by the Settlement Agreement and Release.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Philip Krzeski of Chestnut Cambronne PA and David A. Goodwin of Gustafson Gluek PLLC to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services. You may hire your own lawyers at your own expense.

18. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees and reimbursement of litigation costs and expenses not to exceed $300,000. Each Class Representative may also seek a Service Award of up to $2,500. Any Court-approved attorneys' fees, costs, and Service Awards will be paid separately by the Defendant and will not reduce the Settlement Class Member Benefits.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member and do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award. Your objection must be filed with the Court and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **December 28, 2026**. Any objection mailed by U.S. Mail is deemed submitted on its postmark date; an objection sent by private courier is deemed submitted on the shipping date shown on the label.

For an objection to be considered, the objection must set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Hennepin County District Court 300 South Sixth Street Minneapolis, MN 55487	Philip Krzeski Chestnut Cambronne PA 100 Washington Avenue S. Suite 1700 Minneapolis, MN 55401 David A. Goodwin Gustafson Gluek PLLC Canadian Pacific Plaza 120 South Sixth Street Suite 2600 Minneapolis, MN 55402	Matthew Wolfe Mehgan E. H. Keeley Avery M. Epstein Shook, Hardy & Bacon L.L.P. 111 South Wacker Drive Suite 4700 Chicago, IL 60606	*In re Park Dental Data Breach Litigation* Settlement Administrator P.O. Box 301172 Los Angeles, CA 90030-1172

20. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer applies to you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing by video conference on February 1, 2027, at 9 am CST, at the following Zoom link: https://courts-state-mn-us.zoomgov.com/j/1619769066?pwd=SndlV1l2S1YyQ2xHdTIzK1ZUbFlKUT09, Meeting ID: 161 976 9066, Passcode: 069902, to determine whether the Settlement should receive Final Approval. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, any timely and proper objections, and the requested attorneys' fees, costs, and Service Awards. The Court may also, in its discretion, hear from Settlement Class Members or their counsel who submitted timely objections that satisfy the requirements described in Question 19.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

23. May I speak at the Final Approval Hearing?

If you submit a timely objection that satisfies all of the requirements described in Question 19, you must state in your objection whether you or your attorney intend to appear and/or testify at the Final Approval Hearing. The Court may, in its discretion, hear from you or your attorney. You cannot object or speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement and you will be bound by the terms of the Settlement Agreement and Release if it is approved and becomes final. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. How do I get more information?

More details are in the Settlement Agreement, which is available at www.parkdentaldatasecuritysettlement.com. You may also call (888) 808-2619, email admin@parkdentaldatasecuritysettlement.com, or write to the *In re Park Dental Data Breach,* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172.

Please do not call the Court or the Clerk of the Court for additional information because they cannot answer any questions regarding the Settlement or the Action.