Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

STATE OF MINNESOTA **DISTRICT COURT**

COUNTY OF HENNEPIN **FOURTH JUDICIAL DISTRICT**
CASE TYPE: CIVIL OTHER/MISC.

In re Park Dental Data Breach Litigation,	Case No. 27-cv-24-12335 The Honorable Joseph R. Klein

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, Plaintiffs Jason Halvorson and Beverly Goerisch, and on behalf of the Settlement Class ("Plaintiffs"), and Defendant PDG, P.A. d/b/a Park Dental ("PDG" or "Defendant") have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Settlement Agreement:

NOW, THEREFORE, based on the Settlement Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.

3. The Court preliminarily approves the Settlement, including the Notice

Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All living individuals in the United States whose Private Information was potentially compromised in the Data Security Incident.

5. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant ; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Philip Krzeski of Chestnut Cambronne PA and David Goodwin of Gustafson Gluek.

9. The Parties have selected Verita Global, LLC ("Verita") to serve as the Settlement Administrator. The Court hereby approves and appoints Verita and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to

Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court approves, as to the form and content, the Postcard Notice, Long Form Notice, and Claim Form, and finds that the mailing, distribution, and publishing of the various notices in the form and manner set forth in the Settlement Agreement meets the requirements of Minn. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to notice.

12. Settlement Class Members who wish to opt out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline. The process to opt out is set forth in the Agreement and in the Notice. Settlement Class Members who opt out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and final judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Agreement and Notice shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements set forth in the Settlement Agreement and Long Form Notice. To be considered by the Court, objections must strictly comply with those requirements, or they will not be considered by the Court.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline. If submitted by mail, an objection shall be deemed to have been submitted on the date of the postmark. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. The Parties agree that any remaining funds from settlement checks that remain uncashed by Settlement Class Members will not revert to Defendant and, in turn, be submitted *cy pres* to a non-profit organization in the Minneapolis-St. Paul area. The Parties will meet and confer as the non-profit organization and submit it to the Court for confirmation at the final approval hearing.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Final Approval Hearing will be held by video conference on February 1, 2027 at 9:00 am CST at the Zoom link below.

https://courts-state-mn-us.zoomgov.com/j/1619769066?pwd=SndlV1l2S1YyQ2xHdTIzK1ZUbFlKUT09

Meeting ID: 161 976 9066

Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

Passcode: 069902

The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon a showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 30 days of Preliminary Approval
Deadline to complete Notice Program	60 days after commencement of the Notice Program
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days after commencement of the Notice Program
Opt-Out Deadline	60 days after the Notice Date
Objection Deadline	60 days after the Notice Date
Claim Form Deadline	60 days after the Notice Date
Final Approval Hearing	**February 1, 2027 at 9:00 a.m. CST**

19. The Court stays all proceedings in this Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

Filed in District Court
State of Minnesota
9/29/2026 11:50 AM

IT IS SO ORDERED:

Date: September 29, 2026



HON. JOSEPH R. KLEIN
HENNEPIN COUNTY DISTRICT COURT