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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

KATHLEEN JORDAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

ABSOLUTE DENTAL GROUP, LLC, and
JUDGE CONSULTING, INC.,

Defendants.

Case No. 2:25-cv-00986-JAD-DJA

**PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
INCORPORATED MEMORANDUM OF
POINTS AND AUTHORITIES**

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18	No. 16-MD-02752-LHK, 2020 WL 4212811 (N.D. Cal. July 20, 2020)	17
19	Other Authorities	
20	Fed. R. Civ. P. 23	1, 3, 4, 11, 12, 13, 18, 19

Pursuant to Fed. R. Civ. P. 23, Plaintiffs¹ respectfully submit this Unopposed² Motion for Final Approval of the Class Action Settlement, Memorandum of Law, supported by the Joint Declaration of Class Counsel (“Counsel Decl.”), attached as ***Exhibit A***, and the Declaration of Cameron R. Azari, Esq. regarding Implementation and Adequacy of Notice Program (“Admin Decl.”), attached as ***Exhibit B***.

On March 6, 2026, this Court preliminarily approved the Settlement, which provides for substantial Settlement Class Member Benefits, including a non-reversionary, all cash \$3,300,000.00 Settlement Fund, from which Settlement Class members are eligible for Documented Loss Payments up to \$5,000 per Class Member and *pro rata* Cash Fund Payments, and Class Members may elect both benefits. The Settlement Fund will be used to pay Settlement Class Member Benefits, any Court-awarded attorneys’ fees and costs to Class Counsel and Service Awards to the Class Representatives, and all Settlement Administration Costs.

The Settlement satisfies all the criteria for Final Approval. Consistent with the requirements of this Court’s Preliminary Approval Order, Amended Preliminary Approval Order, and the Settlement Agreement, Notice was properly effectuated to the Settlement Class. Admin Decl. ¶ 9. Currently, there are ***no*** objections and only 9 Settlement Class members have opted-out. *Id.* at 24. This overwhelmingly positive response affirms the Court’s initial conclusion that the Settlement is fair, reasonable, and adequate. (ECF Nos. 92 and 93). Class Counsel has fully

¹ All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement (or “Agreement” or “SA”), ECF No. 77-2.

² This Motion is unopposed as to Defendant Absolute Dental Group, LLC. Defendant Judge Consultanting, Inc. (“JCI”), is not a Party to the Settlement Agreement and litigation against JCI will continue.

1 evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believes
 2 the proposed Settlement fairly resolves their respective differences. Counsel Decl. ¶ 9.

3 Plaintiffs now move the Court for Final Approval.³ The Court should find the Settlement
 4 is within the range of reasonableness necessary to grant Final Approval under Fed. R. Civ. P. 23(e)
 5 and enter an order: (1) granting Final Approval of the Settlement; (2) affirming certification of the
 6 Settlement Class for settlement purposes, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3);
 7 (3) reappointing the Plaintiffs as Class Representatives; (4) reappointing Andrew W. Ferich,
 8 Andrew E. Mize, Jessica A. Wilkes, Mariya Weekes, and Nickolas J. Hagman as Class Counsel
 9 for the Settlement Class; (5) awarding Service Awards to the Class Representatives; (6) awarding
 10 attorneys' fees and costs to Class Counsel; (7) affirming the appointment of the Settlement
 11 Administrator and approving the payment of Settlement Administration Costs; (8) overruling any
 12 timely objections, if any; and (9) entering final judgment dismissing the Actions with prejudice
 13 and reserving jurisdiction over Settlement implementation. A proposed Final Approval Order is
 14 attached as *Exhibit C*.

15 **I. INTRODUCTION AND PROCEDURAL HISTORY**

16 **A. Factual Background**

17 Absolute Dental is a Nevada-based dental service organization with over fifty locations.⁴
 18 It provides comprehensive dental services ranging from general dental and hygienist services to
 19 orthodontics, oral surgery, pedodontics, and endodontics. Third Amended Complaint ("TAC"), ¶
 20 33. ECF No. 61.

21
 22
 23
 24
 25 ³ On May 26, 2026, Plaintiffs filed their Motion for Attorneys' Fees, Litigation Expenses, and
 26 Service Awards. ECF No. 96.

27 ⁴ *Connect With a Trusted General Dentist in Nevada*, Absolute Dental,
 28 <https://www.absolutedental.com/about/general-dentists/> (last visited June 14, 2026).

On February 26, 2025, Absolute Dental became aware of a potential issue involving its information systems and took steps to secure its systems and investigate the nature and scope of the Data Incident. *Id.* ¶ 45. Absolute Dental’s investigation determined that an unauthorized party accessed some of its systems between February 19, 2025 and March 5, 2025. *Id.* Absolute Dental determined that the following types of Personal Information may have been compromised as a result of the Data Incident: name, contact information, date of birth, Social Security number, driver’s license or state-issued ID information, passport or other governmental ID information, and health information, which may include health history, treatment and diagnosis information, explanation of benefits, health insurance information, and/or MRN number or patient identification number, financial account and/or payment card information. *Id.* ¶ 46. On or about May 2, 2025, Absolute Dental filed its first public notice about the Data Incident with the U.S. Department of Health and Human Services and later published a notice of the Data Incident on its website. *Id.* ¶ 47. In the Data Incident, the Personal Information of approximately 1,223,437 individuals in the United States was potentially compromised. SA, at 1.

B. Procedural Background

Beginning in June 2025, multiple class actions were filed in the United States District Court for District of Nevada and in Nevada state court asserting claims and seeking remedies relating to the Data Incident. On June 4, 2025, this Action was filed. Following voluntary dismissal of similar state court actions, on June 25, 2025, Plaintiffs from those actions were added to a First Amended Complaint (ECF No. 9) filed in this Action. On September 19, 2025, the Court appointed Interim Co-Lead Class Counsel pursuant to Fed. R. Civ. P. 23(g). ECF No. 49. Thereafter, Plaintiffs filed the Second Amended Complaint (ECF No. 48), adding Judge Consulting, Inc. (“JCI”)—a Pennsylvania-based global professional services firm specializing in technology consulting, staffing solutions, and corporate training, that provides services to numerous companies, including Absolute Dental—as an additional named defendant. On November 10, 2025, Plaintiffs filed the operative Third Amended Complaint, ECF No. 61.

On October 29, 2025, Plaintiffs and Absolute Dental engaged in a remote, all-day

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mediation session before an experienced mediator, Bennett G. Picker, Esq., of Stradley Ronon LLP. *See* Counsel Decl. ¶¶ 8-9, in connection with the mediation, the Parties exchanged informal discovery related to liability and damages, including, but not limited to, details concerning the Data Incident, the number of individuals impacted by the Data Incident, the categories of Personal Information involved, and information as to applicable insurance. *Id.* This information enabled the Parties to conduct informed and meaningful negotiations to the end of amicably resolving this action. *Id.*

At mediation, the Parties were able to reach an agreement in principle to settle this matter as to Absolute Dental only (and not as to JCI, who did not participate in mediation) and thereafter they were able to finalize all the terms of the Settlement Agreement and related documents. *Id.* ¶ 10. The proposed Settlement does not impact the ongoing litigation between Plaintiffs and JCI or seek to release any of Plaintiffs' claims against JCI. *Id.*

Plaintiffs filed their Unopposed Motion for Preliminary Approval on December 19, 2025, and the Court granted Preliminary Approval on March 6, 2026 (ECF No. 92), issuing an Amended Preliminary Approval Order on March 10, 2026 (ECF No. 93).

II. SUMMARY OF THE SETTLEMENT

A. Settlement Class

Plaintiffs seek Final Approval of the following Settlement Class:

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

Excluded from the Settlement Class are: (1) the judges presiding over the Action and members of their immediate families and their staff; (2) Absolute Dental, its subsidiaries, parent companies, successors, predecessors, and any entity in which Absolute Dental or its parents, have a controlling interest, and its current or former officers and directors; (3) JCI, its subsidiaries, parent companies, successors, predecessors, and any entity in which JCI or its parents, have a controlling interest, and its current or former officers and directors; (4) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (5) the successors or assigns of any such excluded natural person.

SA ¶ 1.44.

B. Settlement Benefits

The proposed Settlement provides significant benefits for the Settlement Class to compensate them for the injuries and damages suffered on account of the Data Incident, including reimbursement for documented losses, and/or a *pro rata* cash payment. Pursuant to the Settlement, Absolute Dental will pay \$3,300,000.00 into a non-reversionary Settlement Fund for payment of the approved, claimed Settlement Benefits to the Class Members, as well as for payment of the costs of Notice, Administrative Expenses, any Fee and Costs Award (subject to Court approval), and any Class Representatives' Service Awards (subject to Court approval). *Id.* ¶¶ 1.45, 1.26, 3.16, 8.1-8.4, 9.1-9.3. The Settlement provides significant compensation to the Settlement Class Members to remedy injuries caused by the Data Incident. These benefits will be administered by the Settlement Administrator.

1. Reimbursement for Documented Losses

First, under the proposed Settlement, all Settlement Class Members may submit a claim for reimbursement of Documented Losses, up to \$5,000.00 per Class Member, for losses resulting from the Data Incident. *Id.* ¶ 3.4. To receive this benefit, Settlement Class Members must submit a properly completed Claim Form (SA, Ex. A), Reasonable Documentation (as that term is defined and explained in the SA), and an attestation that demonstrates the Documented Losses have not been reimbursed and that the loss is more likely than not traceable to the Data Incident. *Id.* ¶¶ 1.17, 1.36, 3.4.

2. Pro Rata Cash Fund Payment

Instead of, or in addition to, submitting a claim for a Documented Loss Payment, Class Members may submit a claim to receive a *pro rata* cash payment. *Id.* ¶¶ 3.4, 39. In short, after the various expenses are deducted from the \$3.3 million Settlement Fund to pay for the cost of Notice, Administrative Expenses, the Fee and Costs Award, and Service Award (along with any escrow fees and taxes), the remaining amount, i.e., "the Net Settlement Fund," will be used to pay the Documented Loss Payments; the balance thereafter, i.e., the "Post DL Net Settlement Fund," will then be used to pay *pro rata* Cash Fund Payments to the Settlement Class Members. *Id.* Settlement

Class Members who live in California are eligible to receive a stepped-up payment to compensate them for their statutory claims.⁵ *Id.*

C. Release

Pursuant to the Settlement, upon the Effective Date, and except for those Class Members who have requested to be excluded, Plaintiffs and the Settlement Class Members identified in the Settlement Class List shall release the Released Parties⁶ from the Released Claims, which includes

⁵ As set forth in the Settlement Agreement, the amount of each Cash Fund Payment shall be calculated by dividing the Post DL Net Settlement Fund by double the number of valid claims submitted by California residents added to the number of valid claims submitted by non-California residents to determine an “Initial Cash Amount” (i.e., Initial Cash Amount = Post DL Net Settlement Fund / ((2 * the total number of Approved Claims submitted by California residents) + (the total number of Approved Claims submitted by non-California residents))). The Cash Fund Payment amount to non-California residents with Approved Claims will be equal to the Initial Cash Amount, and the Cash Fund Payment amount to California residents with Approved Claims will equal approximately twice the amount of the Initial Cash Amount, to compensate those individuals for their California statutory claims. *Id.*

⁶ The “Released Parties” means Defendant Absolute Dental Group, LLC, and its respective current or former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and vendors/service providers (except for JCI) and any and all of the past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” “Released Parties” does not include JCI or any of its current or former subsidiaries, parent companies, successors, predecessors, or any entity in which JCI or its parents, have a controlling interest. SA ¶ 1.38.

1 any claim, liability, right, demand, suit, obligation, or damage, that was or could have been asserted
2 by or on behalf of Plaintiffs and the Settlement Class in the Action against the Released Parties
3 related to or arising from the Data Incident. These Released Claims specifically do not include any
4 claims against JCI or any entity other than Released Parties. *Id.* ¶¶ 1.37, 4.1.

5 **D. Disposition of Residual Funds**

6 The Settlement is designed to exhaust the Settlement Fund. To the extent any monies
7 remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement
8 Payments to the Class Members, a subsequent Settlement Payment will be made evenly to all Class
9 Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial
10 payment they received, provided that the average check amount is equal to or greater than Three
11 Dollars and No Cents (\$3.00). SA ¶ 3.11. The distribution of this remaining Net Settlement Fund
12 shall continue until the average check or digital payment in a distribution is less than three dollars
13 (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed
14 to the Non-Profit Residual Recipient, the Electronic Frontier Foundation. *Id.*

15 **E. Attorneys' Fees and Costs, and Service Awards**

16 Further, under the proposed Settlement, Plaintiffs will move the Court for attorneys' fees
17 and reimbursement of expenses, of up to one-third (1/3) of the Settlement Fund, and, separately,
18 reasonably incurred litigation expenses and costs (i.e., Fee and Costs Award). SA ¶ 9.1.

19 Lastly, in recognition of the time and effort the proposed Class Representatives expended
20 in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement
21 Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class
22 Counsel shall request a Service Award for each of the proposed Class Representatives in the
23 amount not to exceed \$2,500.00 per proposed Class Representative (a total of \$12,500.00). *Id.* ¶¶
24 8.1-8.4.

25 It is important to note that the Parties did not discuss payment of attorneys' fees, expenses,
26 or the Service Awards until after they agreed on all material, substantive terms of relief to the
27

Settlement Class. *Id.* ¶¶ 8.4; Counsel Decl. ¶ 20.⁷ The Settlement Administrator notified the Settlement Class of these proposed terms and Settlement Class Members had the opportunity to object to them by the Objection Deadline.

III. NOTICE PROGRAM, CLAIMS, OPT-OUTS AND OBJECTIONS

A. Notice Program

On March 20, 2026, pursuant to the Preliminary Approval Order, Absolute Dental provided the Settlement Administrator with the Class List. Admin Decl. ¶ 10. Thereafter, the Settlement Administrator implemented the Notice Program which consisted of sending Email Notices to all Settlement Class members for whom valid email addresses were available and Postcard Notices to all Settlement Class members for whom no valid email addresses were available but for whom physical addresses were available. *Id.* ¶¶ 12–15. Publication Notice was made to create awareness about the Settlement to those Settlement Class members who may not have seen the Notice. *Id.* ¶ 19. A Long Form Notice was available on the Settlement Website or by mail upon request from a Settlement Class member. *Id.* ¶¶ 18, 21. Lastly, a Settlement telephone line was established for Settlement Class members to obtain answers to frequently asked questions. *Id.* ¶ 22.

On April 10, 2026, the Settlement Administrator sent 752,182 Email Notices to Settlement Class Members for whom valid email addresses were available. *Id.* ¶ 12. On April 10, 2026, the Settlement Administrator sent 312,732 Postcard Notices to those Settlement Class members for whom Absolute Dental maintained physical addresses and for whom valid email addresses were not available. *Id.* ¶ 15. Subsequently, the Settlement Administrator sent 202,204 Postcard Notices to all Settlement Class members with physical addresses for whom the Email Notices were returned as undeliverable after multiple attempts. *Id.* In summary, as of June 24, 2026, individual

⁷ Absolute Dental reserved the right to oppose or challenge Plaintiffs' request for Class Counsel's Fee and Costs Award, and Class Representative Service Awards.

1 Notice efforts have reached approximately 90% of the identified Settlement Class. *Id.* ¶ 27.

2 A Settlement Website (<https://www.AbsoluteDataSettlement.com/>) was established and
3 went live on April 9, 2026. Admin Decl. ¶ 21. It serves as a portal for Settlement Class Members
4 to submit Claim Forms to the Settlement Administrator and contains detailed information about
5 the Action, including important documents such as the Claim Form, Complaint, Long Form
6 Notice, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order,
7 Amended Preliminary Approval Order, and eventually the Motion for Final Approval and
8 Application for Attorneys' Fees, Costs, and Service Awards and the Final Approval Order. *Id.* ¶.
9 As of June 24, 2026, the Settlement Website had 41,791 unique visits and 129,767 page views. *Id.*

10 Also, on April 9, 2026, the Settlement Administrator established a toll-free telephone
11 number (1-877-239-0776) for Settlement Class members to call for Settlement information and/or
12 to request a Long Form Notice and Claim Form. *Id.* ¶ 22. As of June 24, 2026, there have been
13 4,083 calls to the toll-free telephone number representing 8,901 minutes of use. *Id.*

14 A Long Form Notice and Claim Form were mailed on request via the toll-free telephone
15 number or other means. *Id.* ¶ 18. As of June 24, 2026, the Settlement Administrator mailed 967
16 Notice Packages with the Long Form Notice and Claim Form to Settlement Class members. *Id.*

17 A postal mailing address and email address were established and are available to contact
18 the Settlement Administrator to request additional information or ask questions. *Id.* ¶ 23.

19 **B. Claim Process**

20 The Claim Process was structured to ensure that all Settlement Class members had
21 adequate time to review the Settlement terms, compile documents supporting their Claim, and
22 decide whether to submit a Claim and to opt-out of or object to the Settlement. Joint Decl. ¶ 22.
23 Settlement Class Members were able to submit Claim Forms online or by mail prior to the June
24 18, 2026 Claim Form Deadline. *Id.* Settlement Class Members have the option of requesting an
25 electronic payment or a traditional paper check on the Claim Form. *Id.* As of June 24, 2026, Epiq
26 has received 13,816 Claim Forms (13,112 online and 704 paper). Admin Decl. ¶ 26. These numbers
27 are preliminary. *Id.* Claim Forms are still subject to final audits, including full assessment of each

1 Claim's validity and a review for duplicate submissions. *Id.* Class Counsel will update the Court
2 at the Final Approval Hearing as to the number of Claims.

3 **C. Objections and Opt-Outs**

4 The Objection and Opt-Out Periods ended on June 9, 2026. *Id.* ¶ 24. As of June 24, 2026,
5 there are **no** objections and only 9 opt-out requests. *Id.* ¶ 24. Plaintiffs will update the Court at the
6 Final Approval Hearing if anyone objects or about any additional opt-outs.

7 **IV. ARGUMENT**

8 **A. The Settlement Class Should Be Certified, and the Appointments of Class** 9 **Representatives, Class Counsel, and the Settlement Administrator Affirmed.**

10 The Motion for Preliminary Approval detailed the bases for certifying the Settlement Class
11 pursuant to Fed. R. Civ. P. 23(a) and (b)(3). In compliance with Fed. R. Civ. P. 23(e), the Court's
12 Preliminary Approval Order details its findings for why it would be likely to certify the Settlement
13 Class at the Final Approval stage, finding the following requirements were all met: ascertainability,
14 numerosity, commonality, typicality, adequacy of representation, predominance, and superiority.
15 ECF Nos. 92 and 93. Nothing has changed since Preliminary Approval was granted and the
16 Settlement Class was provisionally certified. For brevity's sake, Plaintiffs incorporate the
17 Unopposed Motion for Preliminary Approval by reference. ECF No. 76.

18 Plaintiffs' appointments as the Class Representatives should be affirmed as they remain
19 adequate. For the same reasons the Court found them adequate under Fed. R. Civ. P. 23(a)(4), the
20 Court should also affirm the designation of Andrew W. Ferich, Andrew E. Mize, Jessica A. Wilkes,
21 Mariya Weekes, and Nickolas J. Hagman as Class Counsel. Federal Rule of Civil Procedure
22 23(g)(1)(A)'s four factors for appointing class counsel are (1) "the work counsel has done in
23 identifying or investigating potential claims in the action;" (2) "counsel's experience in handling
24 class actions, other complex litigation, and the types of claims asserted in the action;" (3)
25 "counsel's knowledge of the applicable law;" and (4) "the resources that counsel will commit to
26 representing the class." The Court may also "consider any other matter pertinent to counsel's
27 ability to fairly and adequately represent the interests of the class[.]" Fed. R. Civ. P. 23(g)(1)(B).

1 Here, Class Counsel are qualified and competent leaders in the class action field with extensive
2 experience prosecuting and resolving complex class actions, including data breach class actions.
3 Before commencing litigation, they investigated the potential claims, interviewed potential
4 plaintiffs, and gathered information regarding the Data Incident. Counsel Decl. ¶ 3. Class Counsel
5 has devoted substantial time and resources to this Action and will continue to do so. *Id.* Finally,
6 Epiq’s appointment as the Settlement Administrator should be confirmed.

7 **B. The Settlement Should be Finally Approved.**

8 A class action may not be settled without the approval of the court. Fed. R. Civ. Proc. 23(e).
9 The decision to approve or reject a proposed settlement “is committed to the sound discretion of
10 the trial judge[.]” *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). The Supreme
11 Court has recognized the benefits of a proposed settlement of a class action can be realized only
12 through the certification of a settlement class. *See Amchem Prods. Inc. v. Windsor*, 521 U.S. 591,
13 620 (1997).

14 In *Andersen v. Briad Restaurant Group LLC*, No. 2:14-cv-00786-GMN-BNW, 2022 WL
15 181262, at *2 (D. Nev. Jan. 19, 2022) (Navarro, J.), this Court observed:

16 The Ninth Circuit has declared that a strong judicial policy favors settlement of class
17 actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). However,
18 a class action may not be settled without court approval. Fed. R. Civ. P. 23(e). When the
19 parties to a putative class action reach a settlement agreement prior to class certification,
20 “courts must peruse the proposed compromise to ratify both the propriety of the
21 certification and the fairness of the settlement.” *Staton v. Boeing Co.*, 327 F.3d 938, 952
22 (9th Cir. 2003). At the preliminary stage, the court must first assess whether a class exists.
23 *Id.* (citing *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620, 117 S. Ct. 2231, 138 L.Ed.2d
24 689 (1997)). Second, the court must determine whether the proposed settlement “is
25 fundamentally fair, adequate, and reasonable.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
26 1026 (9th Cir. 1998). If the court preliminarily certifies the class and finds the proposed
27

1 settlement fair to its members, the court schedules a fairness hearing where it will make a
 2 final determination as to the fairness of the class settlement. Third, the court must “direct
 3 notice in a reasonable manner to all class members who would be bound by the proposal.”
 4 Fed. R. Civ. P. 23(e)(1).

5 The Preliminary Approval Order found the Court would likely finally approve the
 6 Settlement (ECF No. 244 at 21), after considering and finding the Settlement is fair, adequate, and
 7 reasonable under Fed. R. Civ. P. 23(e)(2) and the “*Churchill*” factors. Now, the Court should grant
 8 Final Approval considering those same factors, being able to now judge the Settlement Class’s
 9 positive reaction to the Settlement with *no* objections, only 9 opt-outs and 13,816 Claims to date
 10 (the Claim Form Deadline was June 18, 2026). Admin Decl. ¶¶ 18, 24, 31.

11 The Rule 23(e)(2) factors are:

12 (A) the class representatives and class counsel have adequately represented the class;

13 (B) the proposal was negotiated at arms’ length;

14 (C) the relief provided for the class is adequate, taking into account:

15 (i) the costs, risks, and delay of trial and appeal;

16 (ii) the effectiveness of any proposed method of distributing relief to the class,
 17 including the method of processing class-member claims;

18 (iii) the terms of any proposed award of attorney’s fees, including timing of payment;
 19 and

20 (iv) any agreement required to be identified under Rule 23(e)(3); and

21 (D) the proposal treats class members equitably relative to each other.

22 The “*Churchill*” factors include: “(1) the strength of the plaintiff’s case; (2) the risk,
 23 expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class
 24 action status through trial; (4) the amount offered in settlement; (5) the extent of discovery
 25 completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the
 26 presence of a governmental participant; and (8) the reaction of the class members of the proposed
 27

settlement.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)). The Settlement warrants Final Approval under the Rule 23(e)(2) and *Churchill* factors, which Plaintiffs address together because they overlap.⁸

1. Adequacy of Representation (Rule 23(e)(2)(A) and *Churchill* Factor 5)

Both Class Counsel and the Class Representatives have adequately represented the Settlement Class. Class Counsel fully investigated and litigated the facts and legal claims before settling the Action and used their experience in complex class action litigation, including similar data breach actions. Counsel Decl. ¶¶ 3-7, 34-35. Their substantial efforts to vigorously litigate the Action are exhibited by the filing of three amended complaints, the contesting of JCI’s motion to dismiss, and their participation in the exchange of necessary informal discovery. *Id.* Their understanding of the Data Incident, Absolute Dental’s potential liability, and the scope of damages at issue, before attending a full-day mediation session with an experienced mediator, allowed for arm’s length and good faith negotiations, without collusion. *Id.* ¶ 39.

The Class Representatives also have demonstrated their adequacy by (i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available as needed and responding to Class Counsel when needed; (v) monitoring the Action; and (vi) reviewing the Settlement terms. *Id.* ¶ 31. Plaintiffs’ respective interests are coextensive and do not conflict with the interests of the Settlement Class. *Id.* ¶ 32. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests. *Id.*

⁸ The seventh *Churchill* factor is inapplicable because there is no government participant.

2. The Settlement Was Negotiated at Arm’s Length (Rule 23(e)(2)(B) and Churchill Factor 6)

This Circuit puts “a good deal of stock in the product of arms-length, negotiated resolution.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (citing *Hanlon*, 150 F.3d at 1027; *Officers for Justice v. Civ. Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982). “An initial presumption of fairness is usually involved if the settlement is recommended by class counsel after arm’s-length bargaining.” *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *6 (N.D. Cal. Apr. 1, 2011), supplemented, No. C-06-05778 JCS, 2011 WL 1838562 (N.D. Cal. May 13, 2011).

The Settlement is the result of good faith, informed, and arm’s-length negotiations between experienced class action attorneys familiar with the legal and factual issues at stake. Counsel Decl. ¶¶ 33, 39. Class Counsel recommended approval of the Settlement after they thoroughly investigated and analyzed Plaintiffs’ claims; filed three amended complaints; engaged in substantial formal and informal discovery; and consulted with data security experts, enabling them to gain an understanding of the evidence related to central questions in the Action and preparing them for well-informed settlement negotiations. *Id.* The Settlement was reached with the assistance of a well-respected and experienced mediator. *Id.* For these reasons and those discussed related to attorneys’ fees below, there was no fraud or collusion in settling.⁹

⁹ None of the so-called “Bluetooth” factors are of concern. *See In re Bluetooth*, 654 F.3d at 947. First, Class Counsel will not receive a disproportionate distribution from the Settlement Fund. Second, there is no clear-sailing arrangement regarding the attorneys’ fees Class Counsel will seek. SA ¶ 9.3. Third, there is no provision that unawarded attorneys’ fees would revert to Absolute Dental. SA ¶ 3.13.

3. The Adequacy of the Settlement Relief (Rule 23(e)(2)(C) and *Churchill* Factors 1-4)

Although Plaintiffs believe their claims are strong and meritorious and the Settlement Class would ultimately prevail at trial, continued litigation against Absolute Dental poses significant risks that make any recovery for the Settlement Class uncertain. *Id.* ¶ 41. In assessing the degree of risk of continued litigation, “the court evaluates the time and cost required.” *Adoma v. Univ. of Phoenix, Inc.*, 913 F.Supp.2d 964, 976 (E.D. Cal. 2012). “[U]nless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” *Id.* (quoting *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)). “The parties . . . save themselves the time, expense, and inevitable risk of litigation. Naturally, the agreement reached normally embodies a compromise; in exchange for the saving of cost and elimination of risk, the parties each give up something that they might have won had they proceeded with litigation.” *Officers for Justice*, 688 F.2d at 624 (citation omitted).

Data breach class actions are risky. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021) (“Settlements also save the bench and bar time, money, and headaches”); *In re Fortra File Transfer Software Data Sec. Breach Litigation*, No. 24-MD-03090-RAR, 2025 WL 457896, at *9 (S.D. Fla. Feb. 11, 2025); *In re Mednax Serv., Customer Data Sec. Breach Litig.*, No. 21-MD-02994-RAR, 2024 WL 1554329, at *7 (S.D. Fla. Apr. 10, 2024); *FultonGreen v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) (data breach class actions are “a risky field of litigation because [they] are uncertain and class certification is rare”). *See also, e.g., In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-mn-02972-JFA, 2024 WL 2155221 (D.S.C. May 14, 2024) (denying class certification in a data breach case). The Settlement’s fairness is underscored by considering the obstacles the Settlement Class would face in ultimately succeeding on the merits, and the expense and likely duration of the litigation.

Given the significant risks involved with litigation, the Settlement provides meaningful

PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
INCORPORATED MEMORANDUM OF POINTS AND AUTHORITIES

Settlement Class Member Benefits, including Documented Loss Payments up to \$5,000 per Class Member and *pro rata* Cash Fund Payments. The Claim Form process and distribution of Settlement Class Member Benefits is fair, convenient, and effective. Settlement Class Members will promptly receive payments by electronic means or paper check issued by the Settlement Administrator. The Settlement Administrator is highly qualified to manage the entire process. *See generally* Admin Decl. Thus, the Settlement provides Plaintiffs and Settlement Class Members with significant benefits without facing further risk of not receiving any relief. *Andersen*, 2022 WL 181262 at *7.

The attorneys' fees do not impact the other Settlement terms, as Class Counsel and Absolute Dental negotiated and reached agreement regarding attorneys' fees and costs only after reaching agreement on all other material Settlement terms. Counsel Decl. ¶ 37. The Settlement, including the Settlement Class Member Benefits, is also not contingent on approval of the attorneys' fee or costs award to Class Counsel or the Service Awards. Agreement ¶ 127. As set forth in Plaintiffs' Unopposed Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, ECF No. 96, and incorporated herein, the one-third of the common Settlement Fund sought is within the typical range of acceptable attorneys' fees in the Ninth Circuit. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002). Finally, there are no separate agreements to disclose under Rule 23(e)(3)—all the Parties' agreements are in the Agreement, as amended. Counsel Decl. ¶ 38.

This Settlement compares very favorably to the following approved common fund data breach settlements from around the country, given the types of data involved in the Data Incidents and class size: *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247 (11th Cir. 2021) (\$380,500,000 for 147,000,000 class members); *In re T-Mobile Customer Data Sec. Breach Litig.*, No. 4:21-MD-03019-BCW, 2023 WL 11878508 (W.D. Mo. June 29, 2023) (\$350,000,000 for 100,000,000 class members); *In re Cap. One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915 (AJT/JFA) E.D. Va. Sept. 13, 2022) (\$190,000,000 for 98,000,000 class members); *In re Yahoo! Inc. Customer Data Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811 (N.D. Cal.

July 20, 2020) (\$117,500,000 for 194,000,000 class members); *In re Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx), ECF No. 322 (C.D. Cal. May 10, 2019) (\$22,000,000 for 15,000,000 class members); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299 (N.D. Cal. 2018) (\$115,000,000 for 79,200,000 class members). Thus, the fourth *Churchill* factor is also satisfied.

4. The Equitable Treatment of Settlement Class Members (Rule 23(e)(2)(D))

All Settlement Class Members are given an equal opportunity to claim Settlement Class Member Benefits. Specifically, each Settlement Class member is eligible for Documented Loss Payments up to \$5,000 per Class Member and *pro rata* Cash Fund Payments, and Class Members may elect both benefits. All Settlement Class Member Cash Payments may be subject to a *pro rata* increase or decrease, depending on the number of Valid Claims. Thus, the Settlement Class Member Benefits distribution method will be equitable and effective.

5. The Reaction of the Settlement Class

As indicated above, to date there are *no* objections and only 9 opt-outs. Admin Decl. ¶ 24; Counsel Decl. ¶ 23. Given that the Settlement Class consists of over one million class members, and the 13,816 Claims submitted to date, it is fair to say the Settlement Class has had an overwhelming positive response to the Settlement. Admin Decl. ¶ 31.

Accordingly, the Court should find the Settlement is fair, reasonable, and adequately protects the interests of the Settlement Class members and grant Final Approval.

C. Notice Was Adequate and Satisfies Rule 23 and Due Process Requirements

The Court-approved Notice Program carried out by the Settlement Administrator conforms with the procedural and substantive requirements of due process and Rule 23. Counsel Decl. ¶ 21. Settlement Class members received Notice of the settlement and had the opportunity to be heard and participate in the Action. *See* Fed. R. Civ. P. 23(c)(2)(B). The Court exercised its discretion to approve a reasonable Notice Program. As the Court held when granting Preliminary Approval, the Notice is the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement to all Class Members. (ECF Nos. 92 and 93). The best notice practicable

1 is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties
2 of the pendency of the action and afford them an opportunity to present their objections.” *Mullane*
3 *v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The Notices included, among other
4 information: a description of the material terms of the Settlement; how to submit a Claim Form;
5 the Claim Form Deadline; the last day to opt-out of the Settlement Class; the last day to object to
6 the Settlement and/or Application for Attorneys’ fees, Costs, and Service Awards; the Final
7 Approval Hearing date; and the Settlement Website address at which Settlement Class members
8 may access this Agreement and other related documents and information. Admin Decl. The Notice
9 Program also included a toll-free number to ask Settlement-related questions and the Settlement
10 Website containing relevant Settlement Information. Finally, the Notice Program satisfies the
11 requirements of Rule 23(h)(1), as it notifies the Settlement Class that Class Counsel may apply to
12 the Court for an award of attorneys’ fees of up to one-third (1/3) of the Settlement Fund, plus
13 reimbursement of costs. Counsel Decl. ¶ 18.

14 **V. CONCLUSION**

15 Plaintiffs respectfully request the Court enter an order: (1) granting Final Approval to the
16 Settlement; (2) affirming certification of the Settlement Class for settlement purposes, pursuant to
17 Fed. R. Civ. P. 23(a) and 23(b)(3); (3) confirming the appointment of Plaintiffs as Class
18 Representatives; (4) confirming the appointment of Andrew W. Ferich, Andrew Mize, Jessica A.
19 Wilkes, Mariya Weekes, and Nickolas J. Hagman as Class Counsel; (5) awarding Service Awards
20 to the Class Representatives; (6) awarding attorneys’ fees and costs to Class Counsel; (7) affirming
21 the appointment of the Settlement Administrator and approving the payment of Settlement
22 Administration Costs; (8) overruling timely objections, if any; and (9) entering final judgment
23 dismissing the Action with prejudice and reserving jurisdiction over Settlement implementation.
24 Plaintiffs attached a proposed Final Approval Order.

1 Dated: June 26, 2026.

Respectfully submitted,

2 /s/ Nathan R. Ring,

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CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of June 2026, a true and correct copy of the foregoing was filed with the Clerk of the Court via the Court's CM/ECF filing system, which will serve on all counsel of record.

/s/ Nathan R. Ring

Nathan R. Ring, Nevada Bar No. 12078