

EXHIBIT A

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

**JOINT DECLARATION OF CLASS
COUNSEL IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

We, Andrew W. Ferich, Andrew Mize, Jessica A. Wilkes, Mariya Weekes, and Nickolas J. Hagman, declare as follows:

1. We are counsel of record for Plaintiffs¹ in the above-captioned Action. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

FACTUAL AND PROCEDURAL BACKGROUND

2. The factual background is set forth in more detail in the Motion for Final Approval.

3. The procedural background, which reflects considerable efforts by Class Counsel to coordinate cases, file multiple complaint filings, engage in (partial) motion practice, investigate and evaluate the claims and defenses in the case, review and exchange informal discovery, and successfully engage in mediation, follows below.

4. 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

¹ All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached to the Motion for Final Approval as Exhibit A.

1 remedies relating to the Data Incident.

2 5. On June 4, 2025, this Action was filed. Following voluntary dismissal of similar
3 state court actions, on June 25, 2025, Plaintiffs from those actions were added to a First Amended
4 Complaint (ECF No. 9) filed in this Action.

5 6. On September 19, 2025, the Court appointed Interim Co-Lead Class Counsel
6 pursuant to Fed. R. Civ. P. 23(g). ECF No. 49. Thereafter, Plaintiffs filed the Second Amended
7 Complaint (ECF No. 48), adding Judge Consulting, Inc. (“JCI”)—a Pennsylvania-based global
8 professional services firm specializing in technology consulting, staffing solutions, and corporate
9 training, that provides services to numerous companies, including Absolute Dental—as an
10 additional named defendant.

11 7. On November 10, 2025, Plaintiffs filed the operative Third Amended Complaint
12 (“TAC”), ECF No. 61.

13 8. On October 29, 2025, Plaintiffs and Absolute Dental engaged in a remote, all-day
14 mediation session before an experienced mediator, Bennett G. Picker, Esq., of Stradley Ronon
15 LLP. In connection with the mediation, the Parties exchanged informal discovery related to
16 liability and damages, including, but not limited to, details concerning the Data Incident, the
17 number of individuals impacted by the Data Incident, the categories of Personal Information
18 involved, and information as to applicable insurance. This information enabled the Parties to
19 conduct informed and meaningful negotiations and Class Counsel were able to evaluate the merits
20 of Absolute Dental’s position. The Parties also exchanged detailed mediation briefs outlining their
21 positions with respect to liability, damages, and settlement-related issues.

22 9. The information exchanged was sufficient to all Class Counsel to make an informed
23 assessment of the strengths, weaknesses, and settlement value of the claims.

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

11. 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).

SETTLEMENT

12. This Action, like similar data breaches, presents novel claims presenting a myriad of risks, with complex issues of law and fact.

13. The Settlement provides for a non-reversionary \$3,300,000 all cash Settlement Fund. Pursuant to the Agreement, Absolute Dental fully funded the Escrow Account after Preliminary Approval. The Settlement will be used to pay: (1) all Settlement Class Member Benefits; (2) any attorneys' fees and costs awarded by the Court to Class Counsel and any Service Awards to the Class Representatives; and (3) all Settlement Administration Costs.

14. Based on their ample experience in similar cases, Class Counsel endorse the Settlement as fair, reasonable, and adequate. The Settlement structure is fair and the allocation and distribution plan is reasonable.

15. The amount of the Settlement is well within the range of reasonableness for data breaches of this size and for the type of information at issue. If approved, the Settlement will provide certain, substantial, and immediate relief to the Settlement Class.

16. All Settlement Class Members are given an equal opportunity to claim Settlement Class Member Benefits. Specifically, each has the option to seek reimbursement for Documented Loss Payments up to \$5,000 per Class Member and *pro rata* Cash Fund Payments, and Class Members may elect both benefits.

17. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to the Class Members, a subsequent Settlement Payment will be made evenly to all Class Members with Approved Claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater

1 than Three Dollars and No Cents (\$3.00). SA ¶ 3.11. The distribution of this remaining Net
2 Settlement Fund shall continue until the average check or digital payment in a distribution is less
3 than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any,
4 shall be distributed to the Non-Profit Residual Recipient, the Electronic Frontier Foundation. *Id.*

5 18. As set forth in Plaintiffs' Unopposed Motion for Attorneys' Fees and Costs, and
6 Service Awards, the Settlement, Plaintiffs have now moved the Court for attorneys' fees and
7 reimbursement of expenses, of up to one-third (1/3) of the Settlement Fund, and, separately,
8 reasonably incurred litigation expenses and costs (i.e., Fee and Costs Award). SA ¶ 9.1. (ECF No.
9 96).

10 19. In recognition of the time and effort the proposed Class Representatives expended
11 in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement
12 Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class
13 Counsel have requested a Service Award for each of the proposed Class Representatives in the
14 amount not to exceed \$2,500.00 per proposed Class Representative (a total of \$12,500.00). *Id.* ¶¶
15 8.1-8.4.

16 20. It is important to note that the Parties did not discuss payment of attorneys' fees,
17 expenses, or the Service Awards until after they agreed on all material, substantive terms of relief
18 to the Settlement Class. *Id.* ¶ 8.4. The Settlement Administrator will notify the Settlement Class of
19 these proposed terms and Settlement Class Members will have the opportunity to object to them
20 by the Objection Deadline.

21 **NOTICE PROGRAM, CLAIMS, OPT-OUTS, AND OBJECTIONS**

22 21. The Court-approved Notice Program carried out by the Settlement Administrator
23 conforms with the procedural and substantive requirements of due process and Rule 23. As
24 detailed in the Declaration of the Settlement Administrator, the Notice Program reached a
25 substantial percentage of the Settlement Class, which effectively informed class members of their
26 rights and options.

27 22. Settlement Class Members may continue to submit Claim Forms online or by mail

1 prior to the Claim Form Deadline. Settlement Class Members have the option of requesting a
2 digital payment or a traditional paper check on the Claim Form.

3 23. The Claim Form Deadline was June 18, 2026. As of June 24, 2026, Epiq has
4 received 13,816 Claim Forms (13,112 online and 704 paper). These numbers are preliminary.
5 Claim Forms are still subject to final audits, including full assessment of each Claim's validity and
6 a review for duplicate submissions. Class Counsel will update the Court at the Final Approval
7 Hearing as to the number of Claims.

8 24. The Objection and Opt-Out Periods ended on June 9, 2026. As of June 24, 2026,
9 there have been *no* objections and only 9 opt-out requests. Plaintiffs will update the Court at the
10 Final Approval Hearing as to the filing of any objections and additional opt-outs.

11 25. Overall, the reaction of the Settlement class, considering the number of Claim
12 Forms, objections, and opt-out requests, reflects a positive reaction to the Settlement and is strong
13 evidence that the Settlement is fair, reasonable, and adequate.

14 26. The Court should confirm its appointment of Epiq as the Settlement Administrator.

15 27. Class Counsel are qualified and competent leaders in the class action field with
16 extensive experience prosecuting and resolving complex class actions, including data breach class
17 actions. Before commencing litigation, they investigated the potential claims against Absolute
18 Dental, interviewed potential plaintiffs, and gathered information regarding the Data Incident.

19 28. Class Counsel has devoted substantial time and resources to this Action and will
20 continue to do so.

21 29. Class Counsel has adequately represented the Settlement Class. Class Counsel fully
22 investigated and litigated the facts and legal claims before settling the Action. Their substantial
23 efforts are exhibited by the coordination of cases across state and federal court, the filing of three
24 amended complaints to ensure that all claims were fulsomely brought, some motion practice, the
25 exchange and vetting of informal discovery, and good faith mediation efforts.

26 30. Their understanding of the Data Incident, Absolute Dental's potential liability, and
27 the scope of damages at issue, before attending a full-day mediation session with an experienced
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mediator, allowed for arm's length and good faith negotiations, without collusion. Class Counsel used their experience in complex class action litigation, including similar data breach actions, and devoted substantial time and resources to vigorous litigation.

31. 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 and engaging with counsel, as needed; (v) monitoring the Actions; and (vi) reviewing the Settlement terms.

32. Plaintiffs' respective interests are coextensive and do not conflict with the interests of the Settlement Class. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests.

33. 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. Class Counsel recommend approval of the Settlement after they thoroughly investigated and analyzed Plaintiffs' claims; filed three amended complaints, engaged in substantial 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. The Settlement was reached with the assistance of a well-respected and experienced mediator.

34. Class Counsel agreed to represent the Plaintiffs and the Settlement Class on a fully contingent basis, knowing that they would have to advance time and out-of-pocket costs with no guarantee of recovery. In doing so, Class Counsel forwent representing other clients in other cases so they could dedicate their resources to the Action. The organization of Class Counsel ensured that the work was coordinated to maximize efficiency and minimize duplication of effort. Class Counsel devoted substantial time to investigating the claims. Class Counsel also expended resources researching and developing the legal claims at issue. Substantial time and resources were also dedicated to working with experts, engaging in motion practice and in discovery, and

1 preparing for and attending a successful mediation. Significant time was then devoted to
2 negotiating and drafting that Agreement, the Preliminary Approval process, and to all actions
3 required thereafter pursuant to the Preliminary Approval Order.

4 35. Class Counsel has spent substantial time leading up to the filing of this Motion for
5 Final Approval, addressing the Notice Program, Claims process, and preparing this Motion. Time
6 will also be spent preparing for and attending the Final Approval Hearing. Finally, Class Counsel
7 will devote substantial time to Settlement administration should Final Approval be granted to
8 ensure Valid Claims are paid and the Settlement is fully implemented.

9 36. Although Plaintiffs believe their claims are strong and meritorious and the
10 Settlement Class would ultimately prevail at trial, continued litigation against Absolute Dental
11 poses significant risks that make any recovery for the Settlement Class uncertain.

12 37. Further, the attorneys' fees do not impact the other Settlement terms, as Class
13 Counsel and Absolute Dental negotiated and reached agreement regarding attorneys' fees and
14 costs only after reaching agreement on all other material Settlement terms.

15 38. Finally, there are no separate agreements to disclose under Rule 23(e)(3) because
16 all of the Parties' agreements are in the Agreement, as amended.

17 **CLASS COUNSELS' EXPERIENCE AND EXPERTISE**

18 39. Counsel for both sides have significant experience in consumer class-action
19 litigation involving data privacy, including those involving data breaches. Class Counsel are highly
20 experienced in consumer class action litigation, as demonstrated by their firm resumes, and have
21 brought that significant experience to bear in litigating and settling this case. *See* ECF Nos. 96-2,
22 96-3, 96-4, 96-5, 96-6 (Class Counsel resumes in support of motion for attorneys' fees).

23 40. Class Counsel collectively have decades of experience litigating consumer class
24 actions, including many involving data breaches, deceptive practices, breach of contract, and other
25 types of allegedly wrongful conduct.

26 41. Class Counsel have emerged as leaders in nationwide litigation against institutions
27 over data breaches and improper storage and protection of sensitive personal data. They were able
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1 to use their years of experience of handling privacy class actions in federal and state courts
 2 throughout the country to litigate the Actions here efficiently and to achieve a favorable resolution
 3 in the face of serious risks. Class Counsel are responsible for shaping much of the data breach
 4 jurisprudence that courts rely on today. Their experience in developing the legal framework in this
 5 sector was invaluable in navigating through the complicated issues presented in these Actions.

6 ***

7 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
 8 26th day of June, 2026, at Radnor, Pennsylvania.

9 /s/ Andrew W. Ferich
 10 Andrew W. Ferich

11 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
 12 26th day of June, 2026, at Louisville, Kentucky.

13 /s/ Andrew E. Mize
 14 Andrew E. Mize

15 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
 16 26th day of June, 2026, at Gainesville, Florida

17 /s/ Jessica A. Wilkes
 18 Jessica A. Wilkes

19 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
 20 26th day of June, 2026, at Miami, Florida.

21 /s/ Mariya Weekes
 22 Mariya Weekes

23 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
 24 26th day of June, 2026, at Chicago, Illinois.

25 /s/ Nickolas J. Hagman
 26 Nickolas J. Hagman