

Absolute Dental Group, LLC Data Incident Class Action Settlement

Jordan et al. v. Absolute Dental Group, LLC, et al., No. 2:25-cv-00986 (D. Nev.)

If you received notice from Absolute Dental Group, LLC that your Personal Information may have been affected in a 2025 Data Incident, you could receive a benefit from a Class Action Settlement.

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

Please read this Notice carefully and completely; your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Absolute Dental, LLC (“Defendant” or “Absolute Dental”). The Settlement resolves claims brought by individuals impacted by a Data Incident that occurred between February 19, 2025, and March 5, 2025, (the “Data Incident”) and may have involved your personal identifying information (“Personal Information”). This Settlement does not resolve any claims against Judge Consulting, Inc.
- You may be eligible to receive compensation for documented unreimbursed losses (maximum payment of \$5,000.00; “Documented Loss Payment”) from the proposed Settlement. You may also request to receive a *pro rata* cash settlement payment (“Cash Fund Payment”). The amount of the Cash Fund Payment will be calculated at the end of the Settlement process. To receive a payment, you must complete and submit a Claim Form.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment.	Online or Postmarked by June 18, 2026
EXCLUDE YOURSELF BY OPTING OUT	You receive no benefit but preserve your right to file your own lawsuit against Absolute Dental for the same claims released by this Settlement.	Postmarked by June 9, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on July 30, 2026 , about the fairness of the Settlement, with or without your own attorney.	Postmarked by June 9, 2026
DO NOTHING	Receive no payment and be bound by the terms of the Settlement.	None

- 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. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because your Personal Information may have been impacted in the Data Incident. A group of similarly situated individuals brought a proposed Class Action lawsuit against Absolute Dental in 2025, alleging that Absolute Dental did not implement and maintain adequate data security policies and procedures. Absolute Dental denies the allegations and denies that it would be found liable. The parties have now reached a proposed Settlement of the lawsuit.

A Court authorized this Notice because you have a right to know about your rights under the proposed Class Action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against Absolute Dental will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. This case is pending before the United States District Court for the District of Nevada titled *Jordan et al. v. Absolute Dental Group, LLC, et al.*, No. 2:25-cv-00986.

2. What is this lawsuit about?

This matter is a putative class action (the “Action”) arising from a Data Incident whereby a cybercriminal gained unauthorized access to Absolute Dental’s data environment between February 19, 2025, and March 5, 2025, resulting in potential access to certain Personal Information. The Action asserts claims against Absolute Dental and Judge Consulting, Inc., for allegedly inadequate data security practices.

Absolute Dental denies any and all allegations of wrongdoing.

3. What is a Class Action?

In a Class Action, one or more individuals called “Class Representatives” sue on behalf of themselves and others who have similar claims. The latter group of individuals is called the “Class,” and the individuals in the Class are called “Settlement Class Members” or the “Settlement Class.” One Court resolves the issues for all Settlement Class Members, except for those individuals who exclude themselves from the Class. The individuals who sued are called the Plaintiffs. The entity they sued—Absolute Dental—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Absolute Dental. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can receive benefits or compensation. The Class Representatives and Class Counsel believe the Settlement is in the best interest of the Settlement Class. This Settlement does not resolve any claims against Judge Consulting, Inc.

WHO IS INCLUDED IN THE SETTLEMENT

5. Who is included in the Settlement?

The Settlement Class is defined as “all *living*, natural persons residing in the United States whose Personal Information was potentially impacted in the Data Incident, including all persons who were sent Notice of the Data Incident.”

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (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) Judge Consulting, Inc., its subsidiaries, parent companies, successors, predecessors, and any entity in which Judge Consulting, Inc., 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.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at **877-239-0776** or by visiting **www.AbsoluteDataSettlement.com** for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, Absolute Dental will establish a settlement fund of \$3,300,000.00. Absolute Dental has also agreed to maintain certain changes and enhancements designed to strengthen Absolute Dental's data and information security. The costs of these changes are made solely at Absolute Dental's expense.

9. What can I get from the Settlement?

Settlement Class Members may file a Claim Form for one or more of the following Settlement Benefits:

Documented Loss Payment: Settlement Class Members who suffered ordinary, unreimbursed losses that can be shown to have more likely than not been caused by the Data Incident, and who timely submit a valid claim supported by sufficient documentation, will be eligible for a payment of up to five thousand dollars (\$5,000.00), but not more than the documented loss proven. These losses include (i) documented out-of-pocket expenses such as (a) bank fees, (b) long-distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, (f) gasoline for local travel; and (ii) documented fees for credit reports, credit monitoring, or other identity theft insurance products, and other losses resulting from the Data Incident.

Cash Fund Payment: In addition to the Documented Loss Payment Settlement Benefit, Settlement Class Members may submit a Claim Form to receive a *pro rata* Settlement Payment in cash (i.e., a "Cash Fund Payment"). California Class Members may be entitled to additional relief under the terms of the Settlement, up to two times the Cash Fund Payment. You must have been resident in California, as shown by records available to Defendant, at the time of the Data Incident to be eligible for this payment.

10. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Absolute Dental or other released parties concerning the claims released by this Settlement. This does not include any claims against Judge Consulting, Inc. The "Releases" section in the Settlement Agreement describes the legal claims you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at **www.AbsoluteDataSettlement.com**.

HOW TO GET A PAYMENT—MAKING A CLAIM

11. How can I receive a Settlement Payment?

You must complete and submit a Claim Form by **June 18, 2026**. Claim Forms may be submitted to the Settlement Administrator online at **www.AbsoluteDataSettlement.com** or printed from the website and mailed to the Settlement Administrator at the address on the Claim Form.

Be sure to read the Claim Form instructions carefully, include all required information, and add your signature.

The Settlement Administrator will review your Claim Form to determine the validity and amount of your Settlement Payment.

12. How much will my Settlement Payment be?

The amount of your Settlement Payment will depend on the approved amount of your Claim and the total value of all approved Claims.

For Documented Loss Payments, your Claim must be reasonably documented; you must enclose or upload documentation sufficient to show (a) the amount of unreimbursed loss that you suffered, and (b) why you believe that the loss is reasonably attributable to the Data Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation but may be used to provide clarification, context, or support for other documentation.

The Cash Fund Payments will be distributed on a *pro rata* basis, which will be determined by the number of valid and timely Claims.

13. When will I receive my Settlement Payment?

The Court will hold a Hearing on **Thursday, July 30, 2026, at 10:00 a.m.**, to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes Final (meaning there is no appeal from the Order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, www.AbsoluteDataSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed Andrew W. Ferich of Ahdoot & Wolfson, PC; Andrew E. Mize of Stranch, Jennings & Garvey PLLC; Jessica A. Wilkes of Federman & Sherwood; Mariya Weekes of Milberg LLC; and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees from the total Settlement compensation, as defined by the Settlement Agreement, not to exceed one-third of the Settlement Fund, or \$1,100,000.00. In addition to the fee request, Class Counsel will request reimbursement of litigation costs and expenses.

The Settlement Class is represented by named individuals (the "Class Representatives"). In addition to the benefits that the Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Absolute Dental has agreed to pay \$2,500.00 to each of the Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees, costs and expenses requested by Class Counsel and the proposed Service Awards to the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than May 26, 2026. The application will be available on the Settlement Website, www.AbsoluteDataSettlement.com, or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this case, you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement Class.

If you want to opt out of the Settlement, you must do so by **June 9, 2026**. To opt out, you must send a letter or postcard via U.S. Mail to the address below. You must include the following in your letter or postcard:

- The name of this Action, or a decipherable approximation: *Jordan et al. v. Absolute Dental Group, LLC, et al.*, No. 2:25-cv-00986 (D. Nev.);
- Your full name, address, telephone number, and signature;
- The words "Request for Exclusion" at the top of the document or a statement that you want to opt out of the Settlement; and

- If you are filing a Request for Exclusion on behalf of an incapacitated or minor Settlement Class Member for whom you are legally authorized to act, you must include your name, address, phone number, signature, and relationship to the Settlement Class Member, as well as that person's name and address.

You must mail your opt out request via First-Class U.S. Mail, *postmarked* no later than **June 9, 2026** to the following:

Absolute Dental Data Incident
Settlement Administrator
P.O. Box 2973
Portland, OR 97208-2973

If you fail to include the required information, your request will be deemed invalid, and you will remain a Settlement Class Member bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don't opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Absolute Dental or other released parties for any of the claims released by the Settlement, as set out in full in the Settlement Agreement.

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, by releases in the Settlement Agreement, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided, and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court I don't like the Settlement?

If you are a Settlement Class Member and you do *not* opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can't ask the Court to change the Settlement or order a different Settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

If you object in writing, you must include the following:

- the objector's full name, address, and telephone number;
- a statement that the objector believes himself or herself to be a member of the Settlement Class;
- proof that the objector is a member of the Settlement Class;
- the case name and docket number: *Jordan et al. v. Absolute Dental Group, LLC, et al.*, No. 2:25-cv-00986 (D. Nev.);
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable, and any supporting documents;
- whether the objection is an objection to the Settlement in part or in whole;
- the identity of any and all counsel representing the objector in connection with the objection;
- a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five years;
- a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and

- the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any objection must be mailed to the Settlement Administrator at the following:

Absolute Dental Data Incident
Settlement Administrator
P.O. Box 2973
Portland, OR 97208-2973

In addition, the objection must be submitted to Class Counsel (as set forth below), and to the Court either by mailing them at 333 Las Vegas Blvd. South, Las Vegas, NV 89101, or by filing them in person at the courthouse.

The objection must be *postmarked* no later than **June 9, 2026**.

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Thursday, July 30, 2026, at 10:00 a.m.**, at the Lloyd D. George Federal Courthouse located at 333 Las Vegas Blvd. South, Las Vegas, NV 89101. At this Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve service awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from individuals who have asked to speak at the Hearing. At or after the Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the Settlement Website at **www.AbsoluteDataSettlement.com** for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>.

Class Counsel will file a motion for attorneys' fees, litigation expenses and costs, and payment of Service Awards by no later than May 26, 2026. Objectors, if any, must file any response to Class Counsel's motion by June 9, 2026. Class Counsel will file a motion for Final Settlement approval, and any responses to objections, by June 26, 2026.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (see Question 20) that you intend to appear at the Hearing. Be sure to include your name, address, and signature as well. You cannot speak at the Hearing if you opt out or exclude yourself from the Settlement Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not receive any money from this Settlement, and you will not be able to sue Absolute Dental or other Released Parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This Notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at **www.AbsoluteDataSettlement.com**, by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nvd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the District Court for the Nevada, 333 Las Vegas Blvd. South, Las Vegas, NV 98101 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

27. How do I get more information?

Visit the Settlement website, **www.AbsoluteDataSettlement.com**, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator at **877-239-0776** or by writing to the Settlement Administrator at the following:

Absolute Dental Data Incident
Settlement Administrator
P.O. Box 2973
Portland, OR 97208-2973

Contact Class Counsel at the following:

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PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.