

FILED  
01-12-2026  
CIRCUIT COURT  
DANE COUNTY, WI  
2024CV002164

DATE SIGNED: January 12, 2026

Electronically signed by Benjamin Jones  
Circuit Court Judge

**STATE OF WISCONSIN**

**CIRCUIT COURT**

**DANE COUNTY**

KELLY GORDER, EMILY DEANN HARBISON, MICHAEL WEBSTER, CHRISTANTHI OPITZ, ON BEHALF OF D.T., A MINOR, TAYLOR NICOLE ZURFLUH-TAYLOR, JILLIAN ZACHAR, BONNIE HELD, CARESSA BRADENBURG, MARIANNE FROM, ANGELIQUE SKIPPER, and RUSSELL FROM, on behalf of himself and minors M.F. and O.F., *individually and on behalf of all others similarly situated*,

Plaintiffs,

v.

FCDG MANAGEMENT, LLC d/b/a FIRST CHOICE DENTAL,

Defendant.

Case No.: 2024CV002164

---

**FINAL APPROVAL ORDER AND JUDGMENT**

---

Plaintiffs Kelly Gorder, Emily Deann Harbison, Michael Webster, Christanthi Opitz, on behalf of D.T., a minor, Taylor Nicole Zurfluh-Taylor, Jillian Zachar, Bonnie Held, Caressa Bradenburg, Marianne From, Angelique Skipper, and Russell From, on behalf of himself and minors M.F. and O.F. (“Plaintiffs”) and FCDG Management, LLC d/b/a First Choice Dental (“Defendant”) entered into a Settlement Agreement and Release (the “Settlement Agreement”) to

fully and finally resolve Plaintiffs' claims against Defendant.

The Court having held a Final Approval Hearing on January 12, 2026, to determine whether the terms of the Settlement Agreement were fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendant, and notice of the Final Approval Hearing having been duly given in accordance with this Court's Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying Settlement Class, Approving Notice Program, and Scheduling Final Approval Hearing (the "Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement and Release dated September 10, 2025, including its exhibits and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Lawsuit and over the Parties, including all members of the Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order:

All persons in the United States whose Private Information was implicated in the Data Incident discovered by Defendant in October 2023.

3. Excluded from the Settlement Class are: (i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to

any such charge.

4. The Court finally certifies the Settlement Class for settlement purposes for the same reasons as set forth in the Court's Preliminary Approval Order and finds that the Settlement satisfies all the requirements of Wis. Stat. § 803.08 for settlement purposes only. Specifically: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class for purposes of entering into and implementing the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. The Court previously appointed Raina C. Borrelli of Strauss Borrelli PLLC and David S. Almeida of Almeida Law Group LLC as Settlement Class Counsel, and hereby reaffirms that appointment.

6. The Court hereby finds that the Settlement Agreement is the product of arm's-length settlement negotiations between Plaintiffs Kelly Gorder, Emily Deann Harbison, Michael Webster, Christanthi Opitz, on behalf of D.T., a minor, Taylor Nicole Zurfluh-Taylor, Jillian Zachar, Bonnie Held, Caressa Bradenburg, Marianne From, Angelique Skipper, and Russell From, on behalf of himself and minors M.F. and O.F. and Settlement Class Counsel, and Defendant and Defendant's counsel, conducted under the supervision of mediator Bruce Friedman of JAMS.

7. The Preliminary Approval Order outlined the form and methods by which Plaintiffs would provide the Settlement Class with Notice of the Settlement Agreement, the Final Approval

Hearing, and related matters, and it is incorporated by reference.

8. The Court hereby finds and concludes that Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order.

9. The Court further finds and concludes that the Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Wis. Stat. § 803.08 and the requirements of due process, were the best notice practicable under the circumstances, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order.

10. No Settlement Class Members submitted timely and proper requests for exclusion. There were two objections by Mr. Coxhead and Ms. Coxhead, which the Court has evaluated and considered and overruled.

11. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class Members to participate in the Final Approval Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Final Judgment.

12. No Settlement Class Member is relieved from the terms of the Settlement Agreement, including the Release provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual notice of the Settlement. A full opportunity has been offered to Settlement Class Members to object to or opt out of the Settlement Agreement and to participate in the Final Approval Hearing.

13. The Court hereby finally approves the Settlement Agreement and the Settlement contemplated thereby, and finds that the terms constitute, in all respects, a fair, adequate, and

reasonable settlement as to all Settlement Class Members in accordance with Wis. Stat. § 803.08 and directs the Parties to fully implement the Settlement pursuant to its terms and conditions. Each Settlement Class Member who did not timely opt out is hereby bound by the Settlement Agreement.

14. The Court hereby finds that the Settlement Class Members have been adequately represented by the Settlement Class Representatives and Settlement Class Counsel, that the Settlement was negotiated at arm's length, that the relief provided is adequate considering the costs, risks, and delay of trial and appeal, that the distribution of relief and method of processing claims was adequate and fair, that the terms and timing of payment associated with Settlement Class Counsel's request for attorneys' fees was adequate and fair, and that all other relevant factors, including that the Settlement Agreement treats Settlement Class Members equitably relative to each other, demonstrate that this Settlement should be finally approved by the Court as fair, adequate, and reasonable.

15. This Court hereby dismisses the Lawsuit with prejudice, without costs and fees to any party, except as expressly provided for in the Settlement Agreement.

16. Plaintiffs and the Settlement Class Members fully and finally release and forever discharge the Released Persons from the Released Claims. Plaintiffs and the Settlement Class Members, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Persons in any action or proceeding in any court, arbitration forum, or tribunal.

17. The Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it shall not be deemed or construed

to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Plaintiffs in the Lawsuit, and evidence relating to the Settlement Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Lawsuit or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreement, the Preliminary Approval Order, and/or this Order.

18. If for any reason the Settlement Agreement terminates, then certification of the Settlement Class shall be deemed vacated. In such an event, the certification of the Settlement Class for settlement purposes or any briefing or materials submitted seeking certification of the Settlement Class shall not be considered in connection with any subsequent class certification issues, and the Parties shall return to the status quo ante in the Lawsuit, without prejudice to the right of any of the Parties to assert any right or position that could have been asserted if the Settlement Agreement had never been reached or proposed to the Court.

19. The Court grants Settlement Class Counsel's application for fees and costs, and awards \$475,000 in attorneys' fees and \$17,077.33 in costs. The Court finds these amounts appropriate, fair, and reasonable. The Court awards each Class Representative \$2,000 as a service award and finds this amount fair and reasonable. Settlement Class Counsel shall have responsibility for allocating the fees and expenses consistent with the Settlement Agreement and Release.

20. Finding that there is no just reason for delay, the Clerk of the Court is directed to enter this Order on the docket and enter final judgment pursuant to Rule 806.01 forthwith.

21. The Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_