

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE AMERICAN DENTAL PARTNERS, INC.
SECURITIES LITIGATION

No. 08-cv-10119-RGS
(Consolidated Action)

[PROPOSED] ORDER OF PRELIMINARY APPROVAL

Presented to the Court for preliminary approval is a settlement of this Action as against Defendants American Dental Partners, Inc., Gregory A. Serrao, Breht T. Feigh and Mark W. Vargo. The terms of the Settlement are set forth in the Class Action Settlement Agreement, together with the Exhibits thereto (the "Settlement Agreement").

Having reviewed and considered the Settlement Agreement, the Court makes the findings and grants the relief set forth below, preliminarily certifying the Class for settlement purposes and preliminarily approving the Settlement contained in the Settlement Agreement upon the terms and conditions set forth in this Order. Terms and phrases in this Order shall have the same meaning as defined in the Settlement Agreement.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Class Findings.** For purposes of the Settlement of this Action, the Court preliminarily finds that the requirements of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of the Court and any other applicable law have been met as to the Class defined in paragraph 2 below. Specifically, the Court preliminarily finds that:

(a) The identities of the Class members are likely to be ascertainable from records kept by ADPI and/or its agents, and from other objective criteria, and the Class members are so numerous that their joinder before the Court would be impracticable;

(b) Lead Plaintiff has alleged questions of fact and law common to the Class;

(c) Lead Plaintiff's alleged claims are typical of the claims of the proposed Class;

(d) Lead Plaintiff will fairly and adequately protect the interests of the proposed Class in that (i) the interests of Lead Plaintiff and the nature of its alleged claims are consistent with those of the members of the Class, (ii) there appear to be no conflicts between or among Lead Plaintiff and the Class, (iii) Lead Plaintiff has been and appears to be capable of continuing to be an active participant in both the prosecution and the settlement of the Action, and (iv) Lead Plaintiff and the Class members are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complex securities fraud class actions; and

(e) Questions of law or fact common to members of the Class predominate over any questions affecting only individual members of the Class and that a class-action resolution in the manner proposed by the Settlement would be superior to other available methods for a fair and efficient adjudication of the Action. In making these preliminary findings, the Court has considered, among other factors, (i) the interest of the Class members in individually controlling the prosecution or defense of separate actions, (ii) the impracticability or inefficiency of prosecuting or defending separate actions, (iii) the extent and nature of any litigation concerning these claims already commenced, and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

2. **Preliminary Class Certification for Settlement Purposes.** Based on the findings set forth in paragraph 1 above, the Court preliminarily certifies a Class for settlement purposes under Fed. R. Civ. P. 23(a) and 23(b)(3), consisting of all persons and entities who purchased or acquired common stock of ADPI between and including February 25, 2004 and December 13, 2007 (the “Class Period”); provided, however, that the Class excludes: Defendants; each of ADPI’s officers, directors, subsidiaries and affiliates during the Class Period; members of the Defendants’ immediate families and their legal representatives, heirs, successors and assigns; any entity in which any of the foregoing have or had a controlling interest; and the directors and officers liability insurance carriers (and any affiliates or subsidiaries thereof) of ADPI. Also excluded from the Class are any putative Class members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Class Notice.

3. **Preliminary Approval of Settlement.** The Court preliminarily finds that (i) the proposed Settlement resulted from extensive arm’s length negotiations, (ii) the Settlement Agreement was executed only after Class Counsel had commenced conducting discovery, (iii) Class Counsel have concluded that the Settlement Agreement is fair, reasonable and adequate, and (iv) the Settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable and adequate to warrant sending notice of the Settlement to the Class.

4. **Fairness Hearing.** A hearing is scheduled for _____, 2010 (the “Fairness Hearing”) to determine, among other things:

- a. Whether the Settlement is fair, reasonable and adequate and should be approved;
- b. Whether the Class should be certified for purposes of the Settlement;

c. Whether the Final Order and Judgment as provided under the Settlement Agreement should be entered, dismissing the litigation with prejudice as against the Defendants;

d. Whether the Plan of Allocation is fair and reasonable and should be approved; and

e. Whether Class Counsel's application for attorneys' fees and expenses should be approved.

5. **Approval of Form and Content of Class Notice.** The Court has been presented with a proposed form of Class Notice, which is appended hereto as Exhibit 1. The Court finds that such form fairly and adequately (i) describes the nature of the Action and the Class's claims, issues, and defenses involved therein; (ii) sets forth the definition of the proposed Class; (iii) describes the terms and effect of the Settlement Agreement and of the Settlement; (iv) informs the Class of the binding effect of the proposed Settlement on members of the Class; (v) notifies the Class concerning the proposed Plan of Allocation; (vi) notifies the Class that Class Counsel will seek an award of attorneys' fees not to exceed 22.5 percent of the Settlement Amount and for a separate reimbursement of costs of litigation to be paid out of the Settlement Fund; (vii) gives notice to the Class of the time and place of the Fairness Hearing; and (viii) notifies the members of the Class of their right to appear through an attorney and/or to request exclusion from the Class, including a description of the time and manner of requesting exclusion or objecting to any of the relief requested. Additionally, the Court finds that the form and content of the Class Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7) as amended by the Private Securities Litigation Reform Act of 1995, and due process; constitute the

best notice practicable under the circumstances; and shall constitute due and sufficient notice to all persons and entities entitled thereto. Accordingly, the Court approves the form, substance and requirements of the Class Notice.

6. **Approval of Form and Content of Proof of Claim.** The Court approves the form, substance and requirements of the Proof of Claim, attached hereto as Exhibit 2.

7. **Approval of Form and Content of Summary Notice.** The Court approves the form of the Summary Notice in substantially the form and content annexed hereto as Exhibit 3 and directs that Class Counsel shall cause the Summary Notice to be published in *Investor's Business Daily* and to be transmitted over the National Circuit of *Business Wire* within ten days of the mailing of the Class Notice. Class Counsel shall, at or before the Fairness Hearing, file with the Court proof of publication of the Summary Notice.

8. **Retention of Claims Administrator and Manner of Notice.** The Court approves the appointment of Administar Services Group as the Claims Administrator. The Claims Administrator shall cause the Class Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, on or before _____, 2009, to all Class members who can be identified with reasonable effort. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased ADPI common stock during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within seven (7) days of their receipt of the Class Notice, (a) to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Class Notice and Proof of Claim promptly to such identified beneficial owners; or (b) to request additional copies of the Class Notice and Proof of Claim

from the Claims Administrator and, within seven (7) days of receipt of the copies of the Class Notices and Proof of Claim forms from the Claims Administrator, to mail the Class Notice and Proof of Claim to the beneficial owners. Nominee purchasers who elect to send the Class Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Class Notice and Proof of Claim shall be made available to any record holder requesting these documents for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Class Notices and Proofs of Claim to beneficial owners. Class Counsel shall, at or before the Fairness Hearing, file with the Court proof of mailing of the Class Notice and Proof of Claim.

9. As provided in the Settlement Agreement, the reasonable expenses associated with giving notice to the Class may be paid from the Settlement Fund without further order of the Court.

10. **Submission of Proof of Claim Forms.** In order to be entitled to participate in the Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Settlement Agreement, each Class member shall take the following actions and be subject to the following conditions:

a. A properly executed Proof of Claim, substantially in the form attached hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in the Class Notice, postmarked not later than thirty (30) days after the date of the Fairness Hearing. Such deadline may be further extended by Court order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail,

postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Class Notice.

b. The Proof of Claim submitted by each Class member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by Class Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of the person's current authority to act on behalf of the Class member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

c. As part of the Proof of Claim, each Class member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Settlement Agreement.

11. **Exclusion From the Class.** Class members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class member wishing to make such request shall mail the request in written form by first class mail to the address designated in the Class Notice postmarked no later than twenty-one (21) days before

the date of the Fairness Hearing. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Class in *In re American Dental Partners, Inc. Securities Litigation*, and must be signed by such person. Persons requesting exclusion are also directed to state: the date(s), price(s), and number(s) of shares of all purchases and sales of ADPI common stock during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

12. Class members requesting exclusion from the Class shall not be entitled to receive any payment from the Settlement Fund as described in the Settlement Agreement and Class Notice.

13. **Appearance and Objections at Fairness Hearing.** Any member of the Class who wishes to object to the fairness, reasonableness or adequacy of the Settlement, to the Plan of Allocation, to any term of the Settlement Agreement, or to the proposed award of attorneys' fees and expenses may file an objection. An objector must file with the Court a statement of his, her or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that such objector wishes to bring to the Court's attention or introduce in support of such objection. The objector must also mail copies of the objection and all supporting law to Class Counsel and to Defendants' Counsel as specified in the Class Notice by no later than twenty-one (21) days before the date of the Fairness Hearing. If an objector hires an attorney to represent him, her, or it for the purposes of making such objection pursuant to this paragraph, the attorney must both effect service of a notice of appearance on counsel set forth in the Class Notice and file it with the Court by no later than twenty-one (21) days before

the date of the Fairness Hearing. Any member of the Class or other person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

14. Any objector who files and serves a timely, written objection in accordance with paragraph 13 above may also appear at the Fairness Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Fairness Hearing must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on Class Counsel and Defendants' Counsel as specified in the Class Notice and file it with the Court by no later than twenty-one (21) days before the date of the Fairness Hearing. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

15. Class Counsel and Defendants' Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

16. **Stay of Proceedings.** All discovery and pretrial proceedings in this Action are stayed and suspended until further order of this Court.

17. **Release of Claims.** Pending the final determination of the fairness, reasonableness, and adequacy of the Settlement set forth in the Settlement Agreement, (a) neither Lead Plaintiff nor any Class member, either directly, representatively, or in any other capacity, shall institute, commence, or prosecute any of the Released Claims in any action or proceeding in any court or tribunal against any of the Released Parties, and (b) Defendants shall not institute,

commence, or prosecute any of the Released Defendants' Claims in any action or proceeding in any court or tribunal against any of the Released Parties.

18. **No Admissions.** Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be, or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties, or (ii) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

19. **Restoration of Prior Positions.** In the event the Court does not grant final approval of the Settlement Agreement or the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms (i) the Settling Parties shall be restored to their respective positions in the litigation of the Action, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

20. **Exclusive Jurisdiction of the Court.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

SO ORDERED.

Honorable Richard G. Stearns
United States District Court Judge

Dated: _____, 2009