

HEARING DATE: OCTOBER 8, 2025

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

WILLIAM FLACCO,
Plaintiff,

v.

COMMUNITY CARE ALLIANCE,
Defendant.

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C.A. No. PC-2024-05237

**ASSENTED TO MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff William Flacco (“Plaintiff”), on behalf of himself and all others similarly situated, respectfully moves this Court to:

1. Finally approve the Settlement described in the “Settlement Agreement” between Plaintiff and Community Care Alliance (“Defendant” or “CCA,” and, together with Plaintiff, the “Parties”), attached as **Exhibit 1** to Plaintiffs’ Memorandum in Support of the Assented to Motion for Preliminary Approval (Envelope 5105497) as fair, reasonable, and adequate;
2. Finally certify the Settlement Class pursuant to Rule 23 of the Rhode Island Superior Court Rules of Civil Procedure for settlement purposes only;
3. Finally appoint Plaintiff William Flacco (“Plaintiff”) as Class Representative;
4. Finally appoint David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel;
5. Grant Plaintiff’s previously filed Assented to Motion for Attorneys’ Fees, Expenses, and Service Award (Envelope 52673860), and;
6. Enter final judgment.

This Motion is based upon: (1) this Motion; (2) the Memo in Support; (3) the Declaration of Elena McFarland of Eisner Advisory Group, LLC, attached as **Exhibit A** to the Memo; (4) the Settlement Agreement; (5) the Notices of Class Action Settlement (both Short and Long Notice); (6) the Claim Form; (7) the Preliminary Approval Order entered by the Court on June 3, 2025 (Envelope 5142717); (8) the [Proposed] Final Approval Order; (9) the records, pleadings, and papers filed in this action; and (10) upon such other documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of this Motion.

Defendant assents to the relief sought in this Motion.

Dated: September 24, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of September, 2025, I filed and served this document through the Rhode Island Judiciary's Electronic Filing System on the following parties.

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/s/ Mark W. Gemma

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C.A. No. PC-2024-05237

**MEMORANDUM IN SUPPORT OF PLAINTIFF'S ASSENTED TO
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff William Flacco (“Plaintiff”) submits this Memorandum in Support of Plaintiff’s Assented to Motion for Final Approval of Class Action Settlement.

I. INTRODUCTION

Pursuant to Rule 23(e) of the Rhode Island Superior Court Rules of Civil Procedure, Federal Rules of Civil Procedure, Plaintiff, on behalf of the Settlement Class, respectfully submits this Memorandum of Law in support of his motion requesting final approval of this proposed class action settlement (“Settlement”) on the terms set forth in the Settlement Agreement previously filed on April 29, 2025 (Envelope 5105497) and for final certification of the Settlement Class.

If approved, the Settlement will successfully resolve the claims of 112,602¹ individuals nationwide who were notified of a July 29, 2024, data security incident (the “Data Incident”). Defendant will establish a non-reversionary common fund of \$1,090,000.00 (the “Settlement Fund”) from which each Settlement Class Member can claim up to \$5,000.00 for documented monetary losses, two years of three-bureau Credit Monitoring (which includes dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services), and also a *pro rata* cash payment (currently estimated to be \$210.08 per valid Claimant). Also, the Settlement Fund will pay for Plaintiff’s Service Award, attorneys’ fees, litigation expenses, and the costs of Settlement Administration. In addition, Defendant has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. Critically, Defendant will pay for these data security measures *separate and apart* from all other settlement benefits.

¹ This number is lower than what was previously reported to the Court, as the de-duplication of the Class List surfaced that there were fewer Class Members.

On April 29, 2025, Plaintiff filed his assented to Motion for Preliminary Approval (Envelope 5105497). On June 3, 2025, the Court issued an Order granting Preliminary Approval (Envelope 5142717).

Since this Court entered the Preliminary Approval Order, the Parties, in conjunction with the Settlement Administrator, have effectuated Class notice consistent with the Settlement and Preliminary Approval Order. The Notice Program was effective, reaching a total of 76,516 (67.95%) of Settlement Class Members. *See Exhibit A*, Declaration of Elena McFarland of Eisner Advisory Group, LLC (“EAG Decl.”) ¶ 14. The effectiveness of the Notice Program is also demonstrated by the positive reaction of Settlement Class Members to the Settlement. Of the 76,516 potential Class Members who received Notice, 2,560 valid Settlement Class Members submitted claims (*i.e.*, 3/3% of those receiving notice). *Id.* ¶ 15, Table 2. And significantly, no Settlement Class Members have objected, and none have requested exclusion from the Settlement. *Id.* ¶ 16, 17

For the reasons detailed below, Plaintiff and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under Rule 23(e). The terms of the Settlement are fair, reasonable, and consistent with precedent concerning class settlements of data breach cases. After all, the Settlement provides the exact relief sought by the lawsuit (*i.e.*, both monetary and injunctive relief). Plaintiff request the Court enter an order: (1) granting final certification to the Settlement Class and affirming the appointments of Class Counsel and Class Representative; (2) finally approving the Settlement; (3) granting Plaintiff’s Motion for Award of Attorneys’ Fees, Reimbursement of Expenses, and Service Awards to Class Representatives, (Envelope 5267386); (4) entering a final judgment dismissing this case.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff respectfully refers the Court to, and hereby incorporates by reference, the Memorandum of Law in Support of Plaintiff's Assented to Motion for Preliminary Approval (Envelope 5105497) and the Memorandum of Law in Support of Plaintiff's Assented to Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Class Representative (Envelope 5267386) for a thorough recitation of the substantive and procedural background of this litigation. For the purposes of final approval, Plaintiff highlights the following:

On September 24, 2024, Plaintiff filed a lawsuit styled *Flacco v. Community Care Alliance*, Case No. PC -2024-05237, in the Providence Superior Court of the State of Rhode Island (the "Litigation"). The Class Action Complaint in the Litigation asserts the following claims: (i) negligence, (ii) breach of implied contract, and (iii) unjust enrichment. Plaintiff alleged that Defendant failed to safeguard the PII that it collected and maintained from and for Plaintiff and class members. Defendant denies all liability and wrongdoing.

After a period of informal discovery and mutual exchange of information, the Parties agreed to a formal mediation. On March 6, 2025, the Parties engaged in an arms-length mediation before Bennett G. Picker, Esq. of the Stradley Ronon law firm. Mr. Picker is a highly sought after and accomplished mediator with a plethora of experience mediating data breach cases. At the mediation, the Parties reached an agreement to resolve all claims arising from or related to the Incident. Subsequently, the Parties worked on preparing the Settlement Agreement and the associated exhibits. The Settling Parties finalized the Class Settlement Agreement on or about April 28, 2025. Thereafter, Plaintiff moved for preliminary approval of the settlement, which the Court granted on June 3, 2025. Notice then issued to the Settlement Class, commencing July 3, 2025.

Plaintiff and his counsel believe that, in consideration of all the circumstances, and after prolonged and serious arm's-length settlement negotiations with Defendant, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class. Plaintiff strongly believes the settlement is favorable to the Settlement Class.

The terms of the proposed settlement are fair, adequate, and reasonable, the proposed classes meet all requirements for final certification for purposes of settlement, and the notice provided the best practicable notice and comports with due process. Accordingly, Plaintiff requests that the Court enter the proposed Final Approval Order, which: (1) grants final approval of the proposed Settlement; (2) finally certifies the Settlement Class contemplated by the Settlement Agreement; (3) finally appoints David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel; (4) grants Plaintiff's previously filed motion for attorneys' fees, expenses, and service award, and (5) enters final judgment.

III. SUMMARY OF SETTLEMENT

A. Settlement Benefits

The settlement negotiated on behalf of the Class provides for four separate forms of relief: (1) reimbursement of Documented Monetary Losses up to \$5000; (2) two years of three-bureau credit monitoring and identity theft restoration services; and (3) business practice changes designed to improve data security. *See* Agr. Section 2. The Settlement provides for relief for a Settlement Class defined as:

all individuals whose Personal Information was potentially compromised in the Data Incident.

The Settlement Class specifically excludes: (i) CCA, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class;

(iii) the presiding judge, and his or her staff and family; and (iv) 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. Agr. ¶ 1.28. The proposed Settlement Class contains 116,753 individuals. The following forms of relief shall be offered to Settlement Class Members.

1. Documented Monetary Losses.

Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. Agr. ¶ 2.4.1. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses. *Id.*

2. Pro Rata Cash Payment

In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a *pro rata* cash payment now estimated to be \$210.08. EAG Decl. ¶ 15. The payments were calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be further adjusted based upon the ultimate number of valid claims filed, with the claims period still running through October 1, 2025.

3. Credit Monitoring

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau

credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services. Agr. ¶ 2.4.3.

4. Business Practices Changes.

The Settling Parties agree that as part of the settlement consideration, CCA, has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. CCA will detail these business practice changes to Class Counsel in a confidential declaration. The cost of business practice changes will be paid by CCA separately from the \$1,090,000 non-reversionary Settlement Fund.

5. Release

The release is tailored to the claims that have been plead or could have been plead in this case. Agr. ¶ 7.1 – 7.2. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release all claims, whether known or unknown, against Defendant and its affiliates, that relate to the Data Incident. *Id.*

6. Fees, Costs, and Service Award

Class Counsel previously submitted a separate motion seeking \$363,333.33 in attorneys' fees, reimbursement of reasonable case expenses of \$12,231.62, and Plaintiff's \$2500.00 Service Award. This assented to motion was accepted as filed on August 22, 2025, prior to the September 2, 2025 deadline for Settlement Class Members to exclude themselves from or object to the Settlement Agreement. The Settlement Administrator promptly posted the attorneys' fee motion on the Settlement website. There has been no objection to the attorneys' fees, expenses, and service award sought.

B. Preliminary Approval, Notice, and Claims

On June 3, 2025, the Court issued an Order granting Preliminary Approval. Envelope 5142717. Consistent with the Preliminary Approval Order, the Settlement Administrator implemented the Notice Plan, disseminating notices to 76,516 potential members of the Settlement Class via U.S. mail. *See* EAG Decl. ¶ 14, Table 1. Notice was also provided via a settlement website. *Id.* ¶ 11.

Notice instructed Class Members of their legal rights and options in this Settlement, including: the option to submit a Claim Form to receive monetary payment for losses suffered; the option to ask to be excluded from the Settlement and retain the right to bring an individual action against Defendant; the option to object to the Settlement; the option to attend the Final Approval Hearing; and the option to do nothing and receive no monetary payment from the Settlement. The deadline for Class Members to exclude themselves or object to the proposed Settlement was September 2, 2025, and no exclusion requests or objections were received. *Id.* ¶¶ 16-17. The claim deadline is October 1, 2025, and through September 23, 2025, approximately 2,560 valid Settlement Class Members submitted claims (*i.e.*, 3.3% of those Settlement Class Members who received notice). *Id.* ¶ 15. The details of the notice program and claims process are laid out in greater detail in the EAG Declaration.

IV. LEGAL STANDARD

Plaintiff brings this motion pursuant to Rule 23(e) of the Rhode Island Superior Court Rules of Civil Procedure, under which court approval is required to compromise a class action. Rhode Island courts strongly encourage settlements, particularly in class actions and other complex matters where inherent costs, delays, and risks of continued litigation might otherwise outweigh any potential benefit the individual Plaintiff—or the class—could hope to obtain. ”Voluntary

settlement of disputes has long been favored by the courts.” *Homar, Inc. v. North Farm Associates*, 445 A.2d 288, 290 (R.I. 1982).

In order to win court approval, a class-action settlement has to be “fair, reasonable, and adequate.” *Clifford v. Raimondo*, 184 A.3d 673, 691 (R.I. 2018). quoting *Bezdek v. Vibram USA, Inc.*, 809 F.3d 78, 82 (1st Cir. 2015) (quoting Fed. R. Civ. P. 23(e)(2)). While there are a number of factors a trial justice may use to decide whether a settlement is reasonable, “the ultimate decision by the judge involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.” *Id.* (quoting *National Association of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009).

Rhode Island courts routinely look to the factors set forth in *City of Detroit v. Grinnell Corp.* in evaluating the adequacy of a class action settlement:

- (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000).

The proposed Settlement here plainly satisfies the standards for final approval. The \$1,090,000 non-reversionary common fund Settlement represents an outstanding result for the Settlement Class. At the preliminary approval stage, the Court determined the proposed Settlement is fair, reasonable and adequate. Envelope 5142717. The Court’s conclusion regarding the fairness, reasonableness, and adequacy applies equally now.

V. ARGUMENT

A. The Settlement Class Should be Finally Certified

When the Court preliminarily approved the Settlement, it found that the Settlement Class preliminarily satisfied the requirements of Rules 23(a) and (b)(3). (5142717, ¶ 3). There have been no changes that would undermine the Court’s initial determination. *See In re Bear Stearns Cos., Inc. Sec., Derivative and ERISA Litig.*, 909 F. Supp. 2d 259, 264 (S.D.N.Y. 2012) (finally approving settlement where there “have been no material changes to alter the proprietary of [the court’s] findings” at the preliminary approval stage).

For the same reasons previously argued, the Court should grant final certification of the Class for purposes of the Settlement. Bolstering Class Representatives’ earlier arguments in support of certification of the Settlement Class is the fact that Notices were sent to 101,676 potential Class Members, and received by 76,516 of those. *See* EAG Decl. ¶ 14, Table 1. Thus, the size of the potential Class easily satisfies the numerosity requirement under Rule 23(a).

The adequacy requirement of Rule 23(a) involves an inquiry as to whether: (1) the plaintiffs’ interests are antagonistic to the interests of the other members of the Class; and (2) plaintiffs’ counsel are qualified, experienced, and capable of conducting the litigation. The absence of any objectors and opt outs, as well as the above-average recovery in this case compared to other data breach cases, supports the Court finding the answers to these questions are no and yes, respectively. *See In re Giant Interactive Group, Inc. Securities Litig.*, 279 F.R.D. 151, 159 (S.D.N.Y. 2011). “The fact that the vast majority of class members neither objected nor opted out is a strong indication that the proposed settlement is fair, reasonable, and adequate.” *Wright v. Stern*, 553 F. Supp. 2d 337, 345 (S.D.N.Y. 2008).

Accordingly, Plaintiff respectfully requests that the Court finally certify the Settlement Class under Rules 23(a) and (b)(3) for purposes of effectuating the Settlement.

B. Notice To the Settlement Class Satisfied Rule 23 and Due Process

Rule 23(c)(2) requires that the court shall direct “the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The Notice Plan negotiated here is the best practicable. The Notice plan calls for direct, individual Notice via U.S. mail to the addresses CCA has on record.

“The standard for the adequacy of a settlement notice in a class action under either the Due Process Clause or the Federal Rules is measured by reasonableness.” *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 113-14 (2d Cir. 2005). The settlement notice merely must “fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.” *Id.* at 114. A Rule 23 Notice will satisfy due process where it describes the terms of the settlement generally and informs the class about the allocation of attorneys’ fees, and provides specific information regarding the date, time, and place of the final approval hearing. *Charron v. Pinnacle Group N.Y. LLC*, 874 F. Supp. 2d 179, 191 (S.D.N.Y. 2012) (internal citations omitted). The notice must also “contain information that a reasonable person would consider to be material in making an informed, intelligent decision of whether to opt out or remain a member of the class and be bound by the final judgment”. *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1105 (5th Cir. 1977); *Achtman v. Kirby, McInerney & Squire, LLP*, 464 F.3d 328, 338 (2d Cir. 2006).

Plaintiff has provided the Settlement Class with adequate notice of the Settlement. Direct mail notice was sent by EAG to all those Settlement Class Members for whom Defendant had good addresses. EAG Decl. ¶¶ 5-8. On September 12, 2025, a reminder notice was sent to 82,001 Settlement Class Members who had not submitted a claim. *Id.* ¶ 9. Direct notice reached a total

of 76,516 (67.95%) of Settlement Class Members. *Id.* ¶ 14. Direct notice was supplemented with the Settlement website, post office box, dedicated toll-free hotline, and email support. *Id.* ¶¶ 10-13. The robust 3.3% claims rate of those receiving notice is evidence of the effectiveness of the Notice Plan.

The Notice Plan, as well as the mailed notice and website notice, satisfies due process. *See, e.g., In re Mexican Gov't Bonds Antitrust Litig.*, No. 18-cv-02830-JPO, 2021 WL 5709215, at *2 (S.D.N.Y. Oct. 28, 2021) (holding similar notice plan satisfied “due process”). The Supreme Court has consistently found that mailed notice satisfies the requirements of due process. *See, e.g., Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 319 (1950). The mailed notice and website notice are written in clear and concise language and reasonably conveyed the necessary information to the average class member. *See Wal-Mart*, 396 F.3d at 114. Settlement Class Members have been afforded a full and fair opportunity to consider the proposed Settlement, exclude themselves from the Settlement, and respond and/or appear in Court. The Class Notice fully advised Class Members of the binding effect of the judgment on them.

The content disseminated through this Notice campaign was more than adequate. *See Hall v. ProSource Techs., LLC*, No. 14-cv-2502-SIL, 2016 WL 1555128, at *5 (E.D.N.Y. Apr. 11, 2016) (finding notice sufficient where it “described essential and relevant information in plain terms, including . . . the terms of the Settlement Agreement . . . and the various rights of potential class members, such as the right to opt out of the Settlement Class or object to the instant Final Approval Motion”).

In sum, this individual first-class mail to Class Members who could be identified with reasonable effort and publication on an internet website was “the best notice that is practicable under the circumstances.” Rule 23(c)(2). Comparable notice programs are routinely approved by

courts. *See, e.g., In re LIBOR-Based Fin. Instruments Antitrust Litig.*, No. 11-md-2262 and 12-cv-5822-NRB, 2020 WL 6290596, at *3 (S.D.N.Y. Oct. 27, 2020).

C. The Terms of the Settlement are Fair, Reasonable, and Adequate

While Rule 23(e), merely requires approval of the Court and notice of the proposed compromise to all members of the class in such a manner as the Court directs, the federal rules provide for additional guidance as to the factors that the court should look to when determining whether a proposed settlement is fair, reasonable, and adequate, warranting final approval. Rhode Island courts look to the decisions of federal courts for guidance in interpreting Rule 23. Under both the federal Rule 23(e) and *Grinnell* factors, the Court should preliminarily approve this Settlement.

1. *The Plaintiff and Class Counsel have adequately represented the Settlement Class*

In determining whether to approve a class action settlement, the Court should first consider whether Class Representatives and Class Counsel “have adequately represented the class.” Rule 23(e)(2)(A); *see generally In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 692 (S.D.N.Y. 2019) (“Determination of adequacy typically entails inquiry as to whether: (1) plaintiff’s interests are antagonistic to the interest of other members of the class and (2) plaintiff’s attorneys are qualified, experienced and able to conduct the litigation.”).

The Class Representative’s interests are aligned with those of the Settlement Class in that he seeks relief for injuries arising out of the same Data Breach. Class Representative’s and Settlement Class Members’ data was all allegedly compromised in the same manner. Under the terms of the Settlement Agreement, the Class Representative and Settlement Class Members are all eligible for credit monitoring services and monetary relief from the Settlement Fund. Moreover, each of their data will continue to be safeguarded in the future by the enhancements to security

protections Defendant has put into place. Plaintiff Flacco has an interest in obtaining the largest possible recovery from Defendant. *See In re Polaroid ERISA Litig.*, 240 F.R.D. 65, 77 (S.D.N.Y. 2006) (“Where plaintiffs and class members share the common goal of maximizing recovery, there is no conflict of interest between the class representatives and other class members.”).

Plaintiff has maintained contact with counsel, assisted in the investigation of the case, reviewed the Complaint, remained available for consultation throughout settlement negotiations, reviewed the Settlement Agreement, and answered counsel’s many questions. *See Lietz Declaration in Support of Preliminary Approval* (“Lietz Dec.”). ¶ 48. Plaintiff does not have any conflicts with the proposed class and has adequately represented Settlement Class Members in the litigation.

Proposed Settlement Class Counsel has also adequately represented the class. Counsel has extensive experience in class action litigation generally, and data breach cases in particular. *See Lietz Dec.* ¶ 1-13, Ex. A. In negotiating the Settlement, Class Counsel was thus well positioned and able to benefit from years of experience and familiarity with the factual and legal bases for this case. *See In re Currency Conversion Fee Antitrust Litig.*, 263 F.R.D. 110, 122 (S.D.N.Y. 2009), *aff’d*, *Priceline.com, Inc. v. Silberman*, 405 F. App’x 532 (2d Cir. 2010) (noting “extensive” experience of counsel in granting final approval); *see also Shapiro v. JPMorgan Chase & Co.*, No. 11-cv-8331-CM-MHD, 2014 WL 1224666, at *2 (S.D.N.Y. Mar. 24, 2014) (giving “great weight” to experienced class counsel’s opinion that the settlement was fair). At all times, Class Counsel was fully informed about the facts, risks, and challenges of this novel action and had a sufficient basis on which to negotiate a very significant settlement.

Although formal discovery had not been completed, such discovery is not required for a settlement to be adequate. *D'Amato v. Deutsche Bank*, 236 F.3d 78, 87 (2d Cir. 2007) (finding “although no formal discovery had taken place, the parties had engaged in an extensive exchange of documents and other information”); *Castagna v. Madison Square Garden, L.P.*, 2011 WL 2208614, *6 (S.D.N.Y. June 7, 2011) (approving settlement where no formal discovery had taken place but the parties had “completed enough investigation to agree on a reasonable settlement”); *Willix v. Healthfirst, Inc.*, No. 07-cv-1143, 2011 WL 754862 at *4 (E.D.N.Y. Feb. 18, 2011). (“The pertinent question is whether counsel had an adequate appreciation of the merits of the case before negotiating”) (internal quotations omitted). “In fact, informal discovery designed to develop a settlement's factual predicate is encouraged because it expedites the negotiation process and limits costs which could potentially reduce the value of the settlement.” *Castagna*, 2011 WL 2208614, *6, citing *Jones v. Amalgamated Warbasse Houses, Inc.*, 97 F.R.D. 355, 360 (S.D.N.Y.1982) (“Although little formal discovery has occurred, the parties freely exchanged data during settlement talks. In view of the way this speeds the negotiation process, informal ‘discovery’ is to be encouraged”).

Here, proposed Class Counsel carried out a thorough investigation of the claims, and settlement negotiations included a significant exchange of information, allowing both Parties to evaluate the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses. Lietz Dec. ¶ 25. Accordingly, Plaintiff and Counsel here have adequately represented the Class, and this factor weighs in favor of final approval.

2. *The Settlement was negotiated at arms’ length and is absent of any collusion.*

Fed. R. Civ. P. 23(e)(2)(B) requires procedural fairness, as evidenced by the fact that “the proposal was negotiated at arm’s length.” If a class settlement is reached through arm's-length

negotiations between experienced, capable counsel knowledgeable in complex class litigation, the Settlement will enjoy a presumption of fairness. *D'Amato v. Deutsche Bank*, 236 F.3d 78 (2d Cir. 2007); *In re Facebook, Inc., IPO Secs. & Deriv. Litig.*, 343 F. Supp. 3d 394, 408 (S.D.N.Y. 2018) (“When a settlement is the product of arms-length negotiations between experienced, capable counsel after meaningful discovery, it is afforded a presumption of fairness, adequacy, and reasonableness.”) (cleaned up).

Here, both Parties were represented by experienced counsel, and the settlement was only reached after a formal mediation supervised by a well-respected third-party neutral – Bennett Picker, Esq. The fact that the proposed settlement reflects a successful mediation further supports a finding of procedural fairness. *Kelen v. World Fin. Network Nat. Bank*, 302 F.R.D. 56, 68 (S.D.N.Y. 2014) (the involvement of an experienced and qualified mediator in settlement negotiations further affirms the fairness of the process); *see also Belton v. GE Capital Consumer Lending, Inc.*, No. 21-cv-9493-CM, 2022 WL 407404, at *4 (S.D.N.Y. Feb. 10, 2022) (mediation session with a “highly regarded mediator” satisfied the court’s inquiry into the thoroughness of the negotiations); *see also* 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 13:50 (4th ed. 2002). There is no evidence of collusion. Accordingly, this factor weighs in favor of final approval.

3. *The relief provided for the class is adequate.*

Fed. R. Civ. P. 23(e)(2)(c) requires examination of the relief provided by the Settlement. The \$1,090,000 non-reversionary common fund Settlement negotiated on behalf of the class provides for significant relief. And, based upon current estimates, Class Counsel “under-promised and over-delivered” for the Class, with the pro rata cash payment that was previously estimated to be \$100 now estimated to be \$210.08 per valid claimant. EAG Decl. ¶ 15.

Class settlements of data breach cases are typically evaluated on a “per person” recovery basis. This settlement, which provides for a per person recovery of \$9.34 per person, meets and exceeds several comparable, finally approved data breach settlements, as shown in the chart below:

Case Title	Settlement Amount	No. of Class Members	\$ Per Class Member
<i>Bingaman, et al. v. Avem Health Partners Inc.</i> , Case No. CIV23-130-SLP (W.D. Okla.)	\$1.45M	271,303	\$5.34
<i>Fernandez v. 90 Degree Benefits</i> , No. 2:22-cv-00799 (W.D. Wis.)	\$990,000	185,461	\$5.33
<i>Kesner, et al. v. UMass Memorial Health Care, Inc.</i> , No. 2185-cv-01210 (Mass. Supp. Ct.)	\$1.25M	209,047	\$5.74
<i>In re C.R. England, Inc. Data Breach Litigation</i> , No. 2:22-cv-374-DAK (D. Utah)	\$1.4M	224,572	\$6.23
<i>Reynolds v. Marymount Manhattan College</i> , No. 1:22-cv-06846 (S.D.N.Y.)	\$1.3M	191,752	\$6.78
<i>Kondo et al. v. Creative Services, Inc.</i> , Case No. 1:22-cv-10438-DJC (D. Mass.)	\$1.2M	164,000	\$7.27
<i>Julien v. Cash Express, LLC</i> No. 2022-CV-221 (Putnam Cty., Tenn.)	\$850,000	106,000	\$8.02

Moreover, the outstanding benefits made available under the Settlement would not be guaranteed if facing trial. Indeed, absent the instant Settlement, Plaintiff would have had to survive numerous motions by Defendant (beyond those already filed by Defendant and decided by this Court), prevail at trial, and secure an affirmance of their victory on appeal in order to recover damages. Moreover, they would also need to certify and maintain the Class over Defendant’s likely opposition. All while facing the rising costs of litigation. Instead, the Parties were able to craft a settlement providing substantial monetary benefits to the Settlement Class, while avoiding the expense and delay of continued litigation. The Court’s acceptance and approval of the Settlement Agreement

is preferable in comparison to the continuation of lengthy and expensive litigation with uncertain results. For the reasons discussed, this factor also weighs in favor of final approval of the settlement.

4. *The Settlement Warrants Final Approval After Consideration of the Grinnell Factors.*

The *Grinnell* factors also weigh in favor of final approval. *First*, the complexity, expense, and likely duration of the litigation support final approval. Continued litigation is likely to be complex, long, and expensive. Plaintiff would likely have to survive a motion to dismiss to even begin litigation and would later likely need to prevail on summary judgment and both gain and maintain class certification through trial. Additionally, the amount of data expert analysis and testimony needed to bring this case to trial would increase costs significantly, as well as add to the length of time needed to resolve the matter.

The costs, risks, and delay of trial and appeal are significant in all data security cases, but particularly in cases involving facts such as these. While Plaintiff is confident in the merits of his claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Due at least in part to their cutting-edge nature and the rapidly evolving law, data security cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060-RMB-RLE, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., McGlenn v. Driveline Retail Merch., Inc.*, No. 18-cv-2097-SEM, 2021 WL 165121, at *11 (C.D. Ill. Jan. 19, 2021); *see also In re AOL Time Warner, Inc. Sec. and “ERISA” Litig.*, No. 02-cv-5575-SWK, 2006 WL 903236, at *12 (S.D.N.Y. Apr. 6, 2006) (“[T]he process of class certification would have subjected Plaintiffs to considerably more risk than the

unopposed certification that was ordered for the sole purpose of the Settlement.”). Through the Settlement, Plaintiff and Class Members gain significant benefits without having to face further risk. Thus, this factor weighs in favor of approval.

Second, the reaction of class members is overwhelmingly positive, with a solid 3.3% claims rate of those receiving notice, no requests for exclusion, and no objections. “It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” *Maley v. Del Glob. Techs. Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002 (citation omitted)). The absence of any objection and no opt-outs suggests that the overwhelming majority of Class Members are satisfied with the Settlement, weighing strongly in favor of approval of the Settlement. *See Charron*, 874 F. Supp. 2d at 198 (“The Court cannot help but conclude that the silence and acquiescence of 99% of the Class Members speaks more loudly in favor of approval than the strident objections of the 1% against it.”).

Third, the stage of the proceedings and the amount of discovery completed supports settlement approval. While the case is early in litigation, the Parties’ negotiations included an exchange of information sufficient to allow both Parties to assess the claims and defenses at issue. Early settlement, whereas here, the Parties are adequately informed to negotiate, is to be commended. *Castagna*, 2011 WL at *6 (commending Plaintiffs’ attorneys for negotiating early settlement an avoiding hundreds of hours of legal fees); *In re Interpublic Sec. Litig.*, No. 02 Civ. 6527, 2004 WL 2397190, *12 (S.D.N.Y. Oct. 26, 2004) (early settlements should be encouraged when warranted by the circumstances of the case). The Parties had more than enough information to adequately evaluate the claims and defenses at issue. As such, this factor weighs in favor of approval.

Fourth, Fifth, and Sixth, the risks of establishing liability, damages, and maintaining a class through trial weigh in favor of Settlement Approval. “[T]he Court [is not required] to adjudicate the disputed issues or decide unsettled questions; rather, the Court need only assess the risks of litigation against the certainty of recovery under the proposed settlement.” *In re Payment Card Interchange Fee & Merc. Disc. Antitrust Litig.*, 330 F.R.D. 11, 36-37 (E.D.N.Y. 2019).

In assessing this factor, “the Court should balance the benefits afforded the Class, including the immediacy and certainty of a recovery, against the continuing risks of litigation.” *Flores v. Mamma Lombardi’s of Holbrook, Inc.*, 104 F. Supp. 3d 290, 303 (E.D.N.Y. 2015). Here, the risk of establishing liability and damages is substantial. While Plaintiff and Class Counsel believe that the Action is appropriate for class treatment, the outcome of a contested motion and future appeals of a class certification order are far from certain.

To emphasize this point, the Court need only look at two very high-profile data breach cases: *In re Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR (M.D. Fla.) and *In re Marriott Int’l Inc. Customer Data Sec. Breach Litig.*, No. 19-md-2879 (D. Md.). In both cases, plaintiffs were forced to re-litigate standing; partially lost *Daubert* motions to exclude some of their expert damages models supporting the motions; had the courts narrow the class definitions in order to grant any certification of a class; had the courts reject class certification of some of the claims and classes; and faced numerous, very serious issues on damages calculations, predominance and causation. *See Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR, 2021 WL 1405508, at *13 (M.D. Fla. Apr. 14, 2021) (noting that “if it becomes obvious at any time that the calculation of damages (including accounting for multiple data breaches) will be overly burdensome or individualized, the Court has the option to decertify the class”), vacated in part and remanded *Green-Cooper v. Brinker Int’l, Inc.*, 73 F.4th 883 (11th Cir. 2023), *Theus v. Brinker*

Int'l, Inc., No. 3:18-CV-686-TJC-MCR, 2025 WL 1786346, at *4 (M.D. Fla. June 27, 2025) (denying class certification on negligence claim on remand); *In re Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, No. 19-md-2879, 2022 WL 1396522, at *24 (D. Md. May 3, 2022) (approving only the overpayment damages theory where the information necessary to calculate damages is “objective and administrative in nature” and holding if the individual inquiries metastasize to an impermissible level, the court could modify the order, create subclasses, bifurcate liability and damages or decertify the class). Moreover, even if the class was certified, there is always the risk or possibility of decertification. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023) (decertifying classes and remanding), *In re Marriott Int'l Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2023 WL 8247865, at *1 (D. Md. Nov. 29, 2023) (recertifying class on remand), *Maldini v. Marriott Int'l, Inc.*, No. 24-1064, 2025 WL 1560372, at *1 (4th Cir. June 3, 2025) (reversing certification a second time).

The Settlement avoids any uncertainty with respect to this issue. The risks of continued litigation here are at the highest level and there is a genuine possibility that Plaintiff could have failed to establish liability, damages and class certification through summary judgment and trial. While Plaintiff remains confident in the strength of his claims, additional litigation leaves open the risk that he will be unable to meet the burdens of establishing liability, proving causation and damages, and gaining and maintaining certification through trial. Thus, these factors weigh in favor of Settlement approval.

Seventh, the ability of Defendant to withstand a greater judgment is not at issue here. In fact, even if Defendant could withstand a greater judgment, its ability to do so, “standing alone, does not suggest that the settlement is unfair.” *Frank*, 228 F.R.D. at 186 (quoting *In re Austrian &*

German Bank Holocaust Litig., 80 F. Supp. 2d 164, 178 n.9 (S.D.N.Y. 2000)). Thus, this factor is neutral and does not preclude the Court from granting final approval.

Eighth and Ninth, the Settlement provides for substantial relief for the Settlement Class, especially in light of all attendant risks of litigation. The Settlement guarantees Settlement Class Members significant monetary relief (including the pro rata cash payment currently estimated to be \$210.08 per valid Claimant) and provides them with two years of credit monitoring and data security measures implemented by Defendant. The value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain. Again, while Plaintiff strongly believes in the merits of his case, he also understands that Defendant will assert a number of potentially case-dispositive defenses. Proceeding with litigation would open up Plaintiff to the risks inherent in trying to achieve and maintain class certification and prove liability and damages. Through the Settlement, Plaintiff and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

The *Grinnell* factors weigh in favor of final approval of the Settlement. As such, this Court should grant Plaintiff's motion and allow notice to issue.

VI. CONCLUSION

Plaintiff has negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members significant benefits in the form of monetary compensation, credit monitoring, and equitable relief. Based on the above reasons, Plaintiff respectfully requests that the Court enter an order granting final approval to the Settlement: (a) certifying the Settlement Class; (b) appointing Plaintiff William Flacco as Settlement Class Representative; (c) appointing David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel; (d) awarding one-third (33.33%) of the Common Fund, or \$363,333.33 as attorneys' fees, approving

reimbursement of expenses in the amount of \$12,231.62; and approving a Service Award of \$2,500.00 for the Class Representative, and (e) entering final judgment.

Dated: September 24, 2025

Respectfully submitted,

/s/ Mark W. Gemma
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Providence, RI 02907
(401) 467-2300
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/s/ David K. Lietz
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Attorneys for Plaintiff and the Class

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

WILLIAM FLACCO,

Plaintiff,

v.

COMMUNITY CARE ALLIANCE,

Defendant.

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:
:

C.A. No. PC-2024-05237

**DECLARATION OF ELENA MACFARLAND REGARDING THE STATUS OF
NOTICE AND SETTLEMENT ADMINISTRATION**

I, Elena MacFarland, hereby declare and state as follows:

1. I am a Project Manager for the Court-appointed Claims Administrator¹, Eisner Advisory Group, LLC (“EAG”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. As the Project Manager, I am personally familiar with the facts set forth in this Declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge as well as the information provided by other experienced employees working under my supervision.

BACKGROUND

3. *Preliminary Approval.* On June 3, 2025, this Court entered its order preliminarily approving the Settlement Agreement and appointing EAG as the Claims Administrator.

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

Preliminary Approval Order, ¶¶1-6. After the Court’s preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Program (“Notice Program”).

4. ***Purpose of this Declaration.*** I submit this Declaration to evidence and establish EAG’s compliance with the terms of the Preliminary Approval Order and detail EAG’s execution of its role as the Claims Administrator.

NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** EAG maintains a database of 112,602 Settlement Class Members which was used to effectuate the notice campaign outlined in the Settlement Agreement. On June 10, 2025, EAG received the Class List from the Defendant’s Counsel in the form of an Excel file, containing to the extent available, name, mailing address, and date of birth for each Settlement Class Member for a total of 114,945 records. After deduplicating the data, EAG determined that a total of 112,602 unique records exist in the class data.

6. ***Mail Notice.*** EAG coordinated and caused the Short Notice (“Postcard Notice”) to be mailed via First Class Mail to Settlement Class Members for whom a mailing address was available from the class data. EAG also performed reverse look-up searches for Settlement Class Members who did not have a mailing address, but for whom a date of birth was available from the class data. The Postcard Notice included (a) a “tear-off” Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the Final Approval Hearing. The Notice mailing commenced on July 3, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

7. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy

Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

8. ***Mailed Notice Delivery.*** In the initial mailing campaign, EAG executed Postcard Notice mailings to a total of 101,676 Settlement Class Members. EAG also executed supplemental mailing for 42,219 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using multiple third-party vendor databases, or (3) reverse look-up searches. Notice delivery statistics are detailed in paragraph 14 below.

9. ***Reminder Notice.*** On September 12, 2025, EAG caused a reminder Postcard Notice to be mailed to 82,001 Settlement Class Members who had not submitted a claim and who had a deliverable mailing address as of the date of the reminder Notice.

10. ***Settlement Website.*** On July 3, 2025, EAG published the Settlement Website, www.CCADataSettlement.com. Visitors to the Settlement Website can download the Long Notice, the Claim Form, as well as Court Documents, such as the Settlement Agreement, Plaintiff's Motions, Orders of the Court, and other relevant documents. A true and correct copy of the Long Notice is attached hereto as **Exhibit B**, with a copy of the Claim Form as **Exhibit C**. Visitors to the Settlement Website are also able to submit claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Claims Administrator. As of September 23, 2025, the Settlement Website has received 22,640 page views from 5,423 unique visitors.

11. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box ("P.O. Box") for the Settlement Program:

CCA Data Incident Claims Administrator
P.O. Box 5125
Baton Rouge, LA 70821

This P.O. Box serves as a location for USPS to return undeliverable program mail to EAG and for

Settlement Class Members to submit claims, exclusion requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. ***Dedicated Toll-Free Number.*** EAG established a toll-free telephone number, 1-877-521-8135 (“Toll-Free Number”), which is available twenty-four hours per day, seven days a week. Settlement Class Members can call and interact with an interactive voice response system (“IVR”) that provides important settlement information and offers the ability to leave a voice message to address specific questions or requests. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

13. ***Email Support.*** EAG established an Email address, info@CCADDataSettlement.com, to provide an additional option for Settlement Class Members to address specific questions or requests to the Claims Administrator for support.

NOTICE PROGRAM REACH

14. ***Notice Reach Results.*** Through the Notice procedures outlined above, EAG attempted to send direct notice to 101,676 Settlement Class Members. As of September 23, 2025, the Notice Program reached a total of 76,516 (67.95%) of Settlement Class Members. Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

Table 1: Notice Dissemination Statistics (as of September 23, 2025)		
Description	Volume of Class Members	Percentage of Class Members
Class Members	112,602	100.0%
Initial Notice Mailing		
(+) Total Notices Mailed	101,676	90.30%
(-) Total Notices Returned as Undeliverable	56,998	50.62%
Supplemental Notice Mailing		
(+) Total Notices Re-Mailed	42,219	37.49%
(-) Total Re-Mailed Notices Returned as Undeliverable	10,381	9.22%
Direct Notice Program Reach		
(=) Received Direct Notice	76,516	67.95%

CLAIM ACTIVITY

15. ***Claim Intake and Processing.*** Settlement Class Members can submit claims online by visiting the Settlement Website or by mailing a Claim Form to the Claims Administrator. The online claim submission feature became available on the Settlement Website beginning July 2, 2025. As of September 19, 2025, EAG has received a total of 2,815 claim submissions, of which 2,560 claims have been determined to be non-duplicative and from Settlement Class Members. Table 2 below provides summary statistics of claim submissions received. Table 3 below provides a summary of approved claims and estimated awards by category as of September 19, 2025. If Attorney's Fees, Expenses, and Service Award are approved as requested in the Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Awards to Class Representative, filed on August 15, 2025, factoring in the costs of notice and settlement administration, and the number of claims approved to date, EAG anticipates for Cash Payments to Settlement Class Members to be increased *pro rata*, currently estimated to be \$210.08. The deadline for Settlement Class Members to submit a claim is October 1, 2025. EAG will continue to intake and analyze claims submitted through the Claims Deadline.

Table 2: Claims Statistics	
Description	Volume (#)
Total Claims Received	2,815
(-) Duplicate Claims Identified	89
(-) Invalid Claims – Not a Class Member	166
(=) Net Claims Received	2,560

Table 3: Approved Claims Summary	
Claim Form Category	Approved
Number of Documented Monetary Loss Claims	1
Total Documented Monetary Losses (\$)	\$45.00
Number of Credit Monitoring Claims	1,058
Total Credit Monitoring Claims (\$)	\$11,277.08
Number of Pro Rata Cash Payment Claims	2,421
Total Pro Rata Cash Payment Claims, Adjusted to \$210.08 (\$)	\$508,603.68
Total (\$)	\$519,925.76

EXCLUSIONS AND OBJECTIONS

16. ***Exclusions (Opt-Outs) Received.*** The deadline for Settlement Class Members to request to be excluded from the Settlement was September 2, 2025. EAG has not received any exclusion requests from Settlement Class Members as of September 23, 2025.

17. ***Settlement Objections.*** The Settlement Agreement directs that objections be mailed to the Claims Administrator by September 2, 2025. As of September 23, 2025, EAG has not received any objections from Settlement Class Members.

NOTICE AND ADMINISTRATION EXPENSES

18. As of September 19, 2025, EAG has incurred \$166,189.42 in fees and costs completing the Notice Program of which \$94,495.28 is for postage. I anticipate that EAG will incur an additional \$25,815.39 in fees and costs through the conclusion of this matter, for a total

cost of \$192,004.81.

CERTIFICATION

I, Elena MacFarland, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 23rd day of September, 2025, in Baton Rouge, Louisiana.

A handwritten signature in black ink that reads "Elena MacFarland". The signature is written in a cursive, flowing style.

Elena MacFarland

EXHIBIT A

**CCA Data Incident Claims
Administrator**
P.O. Box 5125
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

Court-Approved Legal Notice
Flacco v. Community Care Alliance
No. PC-2024-05237

If your Personal Information was
potentially compromised in the
Community Care Alliance Data
Incident that occurred in July 2024,
you may be entitled to benefits from a
class action settlement.

*A Court has authorized this notice. This
is not a solicitation from a lawyer.*

www.CCADataSettlement.com
1-877-521-8135

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

TX51

Flacco v. Community Care Alliance, No. PC-2024-05237

Claim Form — Claim ID: [claim Id]

Claims must be postmarked or submitted online no later than October 1, 2025.

Contact Information (Please fill in completely.)



First Name: _____ Last Name: _____ Telephone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Compensation for Documented Monetary Losses: You can receive reimbursement for up to \$5,000.00 for documented monetary losses incurred as a result of the Data Incident. Because you must submit supporting documentation to be compensated for monetary losses, you cannot use this tear-off claim form. To file a claim for monetary losses, you must submit your claim online or return the full claim form via mail.

In addition to compensation for Out-of-Pocket Losses, you may select any or all of the following:

- ☐ Pro Rata Cash Payment: I wish to claim a pro rata cash payment, estimated to be \$100. I understand this amount may increase or decrease depending upon the number of valid claims filed.
- ☐ Credit Monitoring: I wish to claim two (2) years of three-bureau credit monitoring.

Select one of the following payment methods: *PayPal____ *Venmo____ *Zelle____ Check _____

*Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account:

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature: _____ Date (mm/dd/yyyy): _____

A \$1,090,000 settlement has been reached in a class action lawsuit against Community Care Alliance ("CCA" or "Defendant") arising out of a data incident Defendant experienced on or about July 29, 2024, where unauthorized third party accessed Defendant's computer systems ("Data Incident"). The impacted information may include, but is not limited to, names, Social Security Numbers, personal customer data, addresses, phone numbers and credit cards (personally identifiable information or "PII", or "Personal Information"). CCA denies any wrongdoing whatsoever.

WHAT CAN I GET? This \$1,090,000 common fund settlement provides for two types of cash payments and free credit monitoring and identity theft restoration services: (i) up to \$5,000 in reimbursement for documented monetary losses; (ii) a *pro rata* cash payment estimated to be \$100, and (iii) 2 years of credit monitoring and identity theft restoration services. You may submit a claim for any of the above-listed remedies.

WHO IS INCLUDED? Settlement Class includes all individuals whose Personal Information was potentially compromised in the Data Incident.

CLAIM FORM. You must file a Claim Form to receive payment or other benefit as part of the Settlement. For Pro Rata Cash Payment and/or Credit Monitoring, you may use the attached tear off claim form. For all benefits, you can file a claim online or download a Claim Form at www.CCADataSettlement.com and mail it to the Claims Administrator, or you may call 1-877-521-8135 and ask that a Claim Form be mailed to you. The claim deadline is **October 1, 2025**.

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by **September 2, 2025**. If you want to remain part of the settlement, you may nevertheless object to it by **September 2, 2025**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website www.CCADataSettlement.com or call the toll-free number 1-877-521-8135 for a copy of the more detailed notice. The Court will hold a Final Approval Hearing on **October 8, 2025, at 10:30 a.m. E.T.** to determine whether to approve the settlement, Class Counsel's request for attorneys' fees and costs of up to \$363,333.33, plus litigation expenses, and service award of \$2,500 for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

www.CCADataSettlement.com

1-877-521-8135



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE

POSTAGE WILL BE PAID BY ADDRESSEE

CCA DATA INCIDENT CLAIMS ADMINISTRATOR
PO BOX 5125
BATON ROUGE LA 70821-9807



EXHIBIT B

Flacco v. Community Care Alliance, No. PC-2024-05237

Providence Superior Court of the State of Rhode Island

If your Personal Information was potentially compromised in the Community Care Alliance Data Incident that occurred in July 2024, you may be entitled to benefits from a class action settlement.

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

- A \$1,090,000.00 settlement has been reached in a class action lawsuit against Community Care Alliance (“CCA” or “Defendant”) arising out of a data incident CCA experienced on or about July 29, 2024, by an unauthorized third party (“Data Incident”).
- You are part of the Settlement Class if you are an individual whose Personal Information was potentially compromised in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
 - **Documented Monetary Losses:** You may claim up to \$5,000.00 upon presentment of documented losses related to the Data Incident.

AND

- **Pro Rata Cash Payment:** You may elect to receive a Pro Rata Cash Payment, currently estimated to be \$100. The amount of the Pro Rata Cash Payment may increase or decrease on a *pro rata* basis after payment of Settlement Administration Fees, Attorneys’ Fees Costs and Expenses, Documented Monetary Losses, and Credit Monitoring and Identity Restoration Services.

AND

- **Credit Monitoring and Identity Theft Restoration Services:** In addition to electing reimbursement for Documented Monetary Losses and/or a cash payment, you may claim two (2) years of free 3-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or Postmarked by October 1, 2025
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by September 2, 2025
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by September 2, 2025
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Flacco v. Community Care Alliance*, Case No. PC-2024-05237, in the Providence Superior Court of the State of Rhode Island (the “Litigation”).

2. What is this lawsuit about?

Plaintiff William Flacco (“Representative Plaintiff”), individually and on behalf of the Settlement Class, filed this lawsuit against Defendant. Representative Plaintiff alleges that on or around July 29, 2024, CCA fell victim to a ransomware attack orchestrated by the Rhysida Ransomware Group. The attacker accessed and acquired files containing unencrypted Personal Information of Representative Plaintiff and Class Members. The impacted information may include, but is not limited to, names, Social Security numbers, personal customer data, addresses, phone numbers and credit cards (personally identifiable information or “PII,” or “Personal Information”).

Representative Plaintiff brought this lawsuit against Defendant alleging legal claims for negligence, breach of implied contract, and unjust enrichment. CCA denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or

compensation. The Representative Plaintiff and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

Settlement Class includes all individuals whose Personal Information was potentially compromised in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) CCA, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.CCADataSettlement.com or call the Claims Administrator's toll-free telephone number at 1-877-521-8135.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include, but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after July 29, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments will be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

The Settlement Agreement Section 7 describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.CCADataSettlement.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked or submitted online by October 1, 2025**. Claim Forms may be submitted online at www.CCADataSettlement.com or printed from the Settlement Website and mailed to the Claims Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-877-521-8135 or by writing to:

CCA Data Incident Claims Administrator
P.O. Box 5125
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by October 1, 2025.

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-877-521-8135, by writing to info@CCADDataSettlement.com or to:

CCA Data Incident Claims Administrator
P.O. Box 5125
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.CCADDataSettlement.com for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Claims Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following address and phone number:

David K. Lietz, Esq.
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
5335 Wisconsin Avenue NW, Suite 440
Washington, DC 20015
(866) 252-0878

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to \$363,333.33 of the \$1,090,000.00 Settlement Fund, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Class Counsel will also request approval of Service Award of \$2,500 for the Representative Plaintiff. If awarded by the Court, the Claims Administrator will pay attorneys' fees, litigation expenses, and service award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Award will be made available on the Settlement Website at www.CCADataSettlement.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) A statement clearly indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class member;

The opt out request must be **mailed** to the Claims Administrator at the following address, and be **postmarked no later than September 2, 2025**:

CCA Data Incident Claims Administrator
Exclusions
P.O. Box 5125
Baton Rouge, LA 70821

You cannot opt out by telephone or by email.

No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Expenses.

To object, you must mail a timely, written notice of your objection. Your objection must be **postmarked by September 2, 2025**.

The objection must also include all of the following information:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) The case name and case number, *Flacco v. Community Care Alliance*, No. PC-2024-05237;
- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, such as a copy of the Postcard notice you received;
- (4) A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- (5) A statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (6) Identity of any and all counsel representing you in connection with the objection;
- (7) Whether you or your counsel will appear at the Final Approval Hearing;
- (8) A list of all settlements to which you and/or your counsel have objected in the preceding three (3) years;
- (9) Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked by September 2, 2025**, to the Claims Administrator at:

CCA Data Incident Claims Administrator
Objections
P.O. Box 5125
Baton Rouge, LA 70821

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE 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 **October 8, 2025, at 10:30 a.m.** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Expenses, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at www.CCADataSettlement.com.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.CCADataSettlement.com, by calling 1-877-521-8135, by writing to info@CCADataSettlement.com or:

CCA Data Incident Claims Administrator
P.O. Box 5125
Baton Rouge, LA 70821

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

EXHIBIT C

CCA Data Incident Claims Administrator
P.O. Box 5125
Baton Rouge, LA, 70821

**Your Claim Form must be postmarked
or submitted online no later than
October 1, 2025**

Flacco v. Community Care Alliance, No. PC-2024-05237

CLAIM FORM

SETTLEMENT BENEFITS - WHAT YOU MAY GET

You may submit a claim form if you are an individual whose Personal Information was potentially compromised in the Data Incident Community Care Alliance experienced on or about July 29, 2024.

The easiest way to submit a claim is online at www.CCADatasettlement.com, or you can complete and mail this claim form to the mailing address above.

You may submit a claim for one or more of these benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after July 29, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

Claims must be submitted online or mailed by October 1, 2025. Use the address at the top of this form to mail your Claim Form.

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

Your Information

First Name*

Middle Initial

Last Name*

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*

City*

State*

Zip Code*

Current Email Address*

Phone Number*

Settlement Claim ID*

Pro Rata Cash Payment

Payments may be made by electronic payment or by paper check. In the event that the total amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payment may be reduced *pro rata* accordingly (after payment of all approved Documented Monetary Loss Claims, Credit Monitoring, Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses).

☐ I wish to receive a Pro Rata Cash Payment, currently estimated to be \$100.

Reimbursement for Documented Monetary Losses

You can receive reimbursement for up to a total of \$5,000.00 per person for documented out-of-pocket expenses related to the Data Incident incurred by a Settlement Class Member on or after July 29, 2024, through the date of Claim submission.

You must submit documentation supporting your Claim Form for Documented Monetary Losses, which may include but are not limited to, out-of-pocket credit monitoring costs, unreimbursed losses associated with actual fraud or identity theft, or other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

Expense Type	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (identify what you are attaching, and why it's related to the Data Incident)
Out-of-pocket credit monitoring costs that were incurred on or after July 29, 2024, through the date of claim submission.		
Unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.		
Unreimbursed losses associated with actual fraud or identity theft (provide a detailed description).		
Other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident (provide a detailed description).		

☐ I attest that the losses or expenses claimed were incurred as a result of the Data Incident.

Credit Monitoring and Identity Theft Restoration Services

You may choose to elect to receive two (2) years of free three-bureau credit monitoring. Please include your email address and mailing address on page 2 of this Form.

☐ I wish to receive two (2) years of free three-bureau credit monitoring.

(continue to next page)

Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment.

☐ **Venmo**

Enter the mobile number or email address associated with your Venmo account

☐ **Zelle**

Enter the mobile number or email address associated with your Zelle account

☐ **Physical Check** - Payment will be mailed to the address provided above.

Signature

I affirm under the laws of the United States that the information I have supplied in this claim form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Signature

Printed Name

Date