

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

WILLIAM FLACCO,
Plaintiff,

v.

COMMUNITY CARE ALLIANCE,
Defendant.

:
:
:
:
:
:
:

C.A. No. PC-2024-05237

FINAL APPROVAL ORDER AND JUDGMENT

Before this Court is Plaintiff's Assented to Motion for Final Approval of Class Action Settlement ("Motion"), and also Plaintiff's Assented to Motion for Attorneys' Fees, Expenses, and Service Award. The Court has reviewed the Motion and Settlement Agreement between Plaintiff and Defendant Community Care Alliance ("Defendant"). After reviewing Plaintiff's assented to and unopposed request for final approval, this Court grants the Motion and finally concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ the notice plan and forms of notice to the Settlement Class, the appointment of Plaintiff William Flacco as the Class Representative, the appointment of David Lietz as Class Counsel for Plaintiff and the Settlement Class, the approval of Eisner Advisory Group, LLC ("EAG") as the Claims Administrator, the various forms of class relief provided under the terms of the settlement, and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate.

2. The Court does hereby finally approve and certify, for settlement purposes, the

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

following Settlement Class:

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. All individuals in the United States who were impacted by the September 9, 2023 data security incident, including all who were sent a notice of the incident.”

3. Based on the information provided, for the purposes of settlement only: the Settlement Class is ascertainable; it consists of roughly 112,602 Settlement Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially implicated in the Incident, satisfying commonality; the Class Representative’s claims are typical in that they are members of the Settlement Class and allege he has been damaged by the same conduct as the other members of the Settlement Class; the Class Representative and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court finally appoints Plaintiff William Flacco as the Class Representative.

5. The Court finally appoints David Lietz of Milberg Coleman Bryson Phillips

Grossman, PLLC as Class Counsel for the Settlement Class.

6. The Court finally appoints EAG as the Claims Administrator.

7. The Court also finds the Settlement Agreement was entered into in good faith, at arm's length, and without collusion. The Court approves and directs consummation of the Settlement Agreement.

8. The Court approves the Releases provided in the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties.

9. The Court has and reserves jurisdiction over the Settlement and this Settlement Agreement, the Parties thereto, including the Settlement Class and for purposes of the Settlement and Settlement Agreement, the Court has and reserves jurisdiction over the Parties to the Settlement.

10. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

11. The Court grants Plaintiff's Assented to Motion for Attorneys' Fees, Costs, and Service Awards (Envelope 5267386). The Court awards Settlement Class Counsel \$363,333.33 in attorneys' fees and \$12,231.62 for the reimbursement of litigation expenses, to be paid according to the terms of the Settlement Agreement. This amount of fees and reimbursement of expenses is fair and reasonable. The Court also approves settlement administration expenses to be paid from the Settlement Fund in the amount of \$192,004.81.

12. The Court awards the Class Representative William Flacco a service award of \$2,500 for his service to the Class.

13. On June 3, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") that preliminarily approved the

Settlement Agreement and set October 8, 2025 as the Final Approval Hearing date to consider the final approval of the Settlement Agreement and Plaintiff's Counsel's Fees and Expenses.

14. The Court's Preliminary Approval Order approved the Postcard Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Rule 23 of the Rhode Island Superior Court Rules of Civil Procedure and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice.

15. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Rule 23 and due process.

16. Therefore, pursuant to Rule 23(e), the terms of the Settlement Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Settlement Class and each of the Settlement Class Members. Settlement Class Members who did not opt-out of the Settlement are bound by this Final Approval Order. The Settlement Agreement and its terms shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits or other proceedings as to Released Claims and waivers applicable thereto.

17. The Court approves the distribution and allocation of the Settlement Fund under the Settlement Agreement pursuant to the terms of the Settlement Agreement.

18. This Final Approval Order, and all statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Community Care Alliance of any claim, any fact alleged in Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Community Care Alliance or of the validity or certifiability for this Litigation or other

litigation of any claims or class that have been, or could have been, asserted in the Litigation.

19. This Final Approval Order, and all statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing by Community Care Alliance, or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage due to the Security Incident. Notwithstanding the above, the Settlement Agreement and this Final Approval Order may be filed in any action by Community Care Alliance, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order.

20. The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by Community Care Alliance that Plaintiff's claims or any similar claims are suitable for class treatment.

21. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request

that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

1. **Final Judgment and Dismissal.** Pursuant to the terms of the Settlement, it is hereby ORDERED AND ADJUDGED that this action is hereby dismissed with prejudice on the merits, with each side to bear its own costs and attorneys' fees, except as provided under the terms of the Settlement. This is the FINAL JUDGMENT of the Court in this action.

IT IS SO ORDERED.

Enter:

By Order:

/s/ Joseph J. McBurney
Associate Justice

/s/ Victoria Reakes-Higgins
Deputy Clerk I

Judge Joseph McBurney

Clerk October 14, 2025

Dated: 10/14/2025

Presented By Attorney for Plaintiff
And the Class:

/s/ Mark W. Gemma

Mark W. Gemma, Esq. (#5779)
Gemma Law Associates, Inc.
231 Reservoir Avenue
Providence, Rhode Island 02907
(401) 467-2300
(401) 467-8678 (Fax)
mark@gemmalaw.com

/s/ David Lietz

David Lietz, Esq. (*admitted pro hac vice*)
Milberg, Coleman, Bryson, Phillips,
Grossman, PLLC
5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20016
(866) 252-0878 (Phone)
dlietz@milberg.com

Certificate of Service

I hereby certify that on the 8th day of October 2025, I electronically filed and served this document through the electronic filing system, Odyssey File & Serve System, with notice to be sent electronically to all registered participants as identified on the Case Service Contacts List.

Sherri A. Kuncio

Sherri A. Kuncio