

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

**NIKI PARAS, REGINA ROSARIO,
JENNIFER SILLAH, CHRISTIAN
STEPHENS, EVELYN WALLACE,
and TANYA WILDRICK,**

on behalf of themselves and all others
similarly situated,

Plaintiffs,

DENTAL CARE ALLIANCE, LLC.

Defendant.

CIVIL ACTION NO. 22EV000181

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

The Honorable Patsy Y. Porter

Before the Court is Plaintiffs' Unopposed Motion requesting that the Court enter an Order Granting Final Approval of the Class Action Settlement involving Plaintiffs Niki Paras, Regina Rosario, Jennifer Sillah, Christian Stephens, Evelyn Wallace, and Tanya Wildrick ("Plaintiffs" or "Representative Plaintiffs") and Defendant Dental Care Alliance, LLC ("DCA" or "Defendant") as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval of the Settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under O.C.G.A. § 9-11-23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS ____ day of _____, 2022,

ORDERED that:

The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information and/or protected health information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the Class.

The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

On April 27, 2022, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a Class in this matter, including defining the Class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to O.C.G.A. §§ 9-11-23(b)(3) and 23(e), for settlement purposes only, the Court provisionally certified the Settlement Class, defined as follows:

All individuals whose PII was accessed in the Data Incident announced by DCA and its allied practices in or after October 2020.

The Court also provisionally certified a Settlement Subclass in this matter, defined as follows:

All individuals whose Social Security, financial account, bank account, and/or driver's license numbers may have been accessed in the Data Incident announced by DCA in or after October 2020.

The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (ii) Judge Patsy Y. Porter and her staff and family.

The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to O.C.G.A. § 9-11-23(e), grants Final Approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the Settlement is fair, reasonable, and adequate and meets the requirements of O.C.G.A. § 9-11-23.

The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation of up to \$2000 per Class Member or \$5000 per Settlement Subclass Member that will be evaluated by a Claims Administrator mutually agreed upon by Settlement Class Counsel and Defendant. Settlement Class Members may claim reimbursement for up to two attested hours of lost time, compensable at a rate of \$20 per hour. Similarly, Settlement Subclass Members may claim reimbursement for up to two attested hours of lost time and two additional documented hours of lost time, compensable at a rate of \$20 per hour. Settlement payments (combined with the cost of credit monitoring services claimed) are capped at \$3,000,000.

- b. Two-years of Identity Guard financial asset and credit monitoring protections.
- c. Substantial business practice changes valued at \$2,000,000.
- b. Defendant to pay all Notice and Claims Administration costs.
- c. Defendant to pay a Court-approved amount for attorneys' fees, costs and expenses of Settlement Class Counsel of \$850,000.
- d. Defendant to pay a Service Award of \$1,500 to each of the Named Plaintiffs (for a total payment of \$9,000).

The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

Notice of the Final Approval Hearing, the proposed Motion for Attorneys' Fees, Costs, and Expenses, and the Proposed Service Award Payments to Plaintiffs have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-1-23(c)(2).

As of the final date of the Opt-Out Period, twenty-four (24) potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final

Approval Hearing, all other papers and documents comprising the record herein and all oral arguments presented to the Court.

Pursuant to the Settlement Agreement, Defendant and the Claims Administrator shall implement the Settlement in the manner and time frame as set forth therein.

Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

“Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45, et seq., and all similar statutes in effect in any states in the United States; violations of the Florida and Pennsylvania and similar state consumer protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

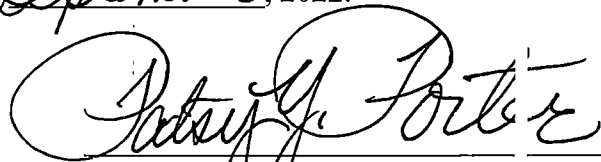
On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-

borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as parens patriae or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

In accordance with O.C.G.A. § 9-11-23, this Final Order and Judgment resolves all claims against all Parties in this Action and is a Final Order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this 1 day of September, 2022.



PATSY Y. PORTER
Judge, State Court