

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

ALEXANDRA MORELLI; DAVID NOVASAM;
AUDREY SNOW; BETTY J. POTENZA;
NORMAN R. PLANTE; EILEEN BOTELHO;
GARY RUO; DAVID A. ROSA;
CARONAH CASSELL-JOHNSON; SHEILA M.
GALAMAGA; CAITLYN LAMARRE; and
DIANE M. CAPPALLI, individually and on behalf
of all others similarly situated.

Plaintiffs,

V.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
and UNITEDHEALTHCARE OF NEW ENGLAND,
INC.,

Defendants.

C.A. NO. PC-2022-6145
Business Calendar

**ORDER GRANTING
FINAL APPROVAL OF A PRELIMINARILY APPROVED
CLASS ACTION SETTLEMENT, CERTIFYING THE
SETTLEMENT CLASS FOR SETTLEMENT PURPOSES, AND
GRANTING PLAINTIFFS' APPLICATIONS FOR ATTORNEYS'
FEES AND PLAINTIFFS' SERVICE AWARDS¹**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion in Support of Final Approval of a Preliminarily Approved Class Action Settlement and of a Conditionally Certified Settlement Class, Application for Plaintiffs' Attorneys' Fees, and Plaintiffs' Service Awards;

WHEREAS, on April 25, 2025, this Court entered its Order Granting Preliminary Approval of a Class Action Settlement and Conditionally Certifying a Settlement Class, which, inter alia: (1) determined that, for purposes of the Settlement only, the Action should proceed as

1 Capitalized terms not defined herein shall have the meanings given to them in the parties' Settlement Agreement.

a class action pursuant to Rhode Island Rule of Civil Procedure 23 and preliminarily certified the Settlement Class for settlement purposes; (2) appointed Plaintiffs as Class Representatives; (3) appointed Peter N. Wasylyk, Esq., of Law Offices of Peter N. Wasylyk, Carlin J. Phillips, of Phillips & Garcia, P.C., and Lynette Labinger, Cooperating Counsel, ACLU Foundation of Rhode Island as class counsel (“Class Counsel”); (4) approved the form and manner of Notice and the Notice Program; (5) approved the Claim process and Claim Form; and (6) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to approximately 19,608² Settlement Class Members in accordance with the Court’s Preliminary Approval Order by direct Postcard Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, on October 3, 2025, this Court held an in-person Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel’s Application for Attorneys’ Fees and Plaintiffs’ Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised, and a request for an order from this Court (“Order”), **HEREBY ORDERS** as of today’s date (“Final Approval Order Date”) the following:

**FINAL APPROVAL OF A PRELIMINARILY APPROVED CLASS ACTION
SETTLEMENT AND A CONDITIONALLY CERTIFIED SETTLEMENT CLASS**

1. Named Plaintiffs Alexandra Morelli, David Novasam, Audrey Snow, Betty J. Potenza, Norman R. Plante, Eileen Bothelho, Gary Ruo, David A. Rosa, Caronah Cassell-

² After removing duplicates and invalid entries, the list was finalized at 18,470 names.

Johnson, Sheila M. Galamaga, Caitlyn Lamarre, and Diane M. Cappalli's ("Representative Plaintiffs" or "Plaintiffs"), individually and on behalf of all others similarly situated ("Class Members") Motion for Final Approval of a Preliminarily Approved Class Action Settlement and a Conditionally Certified Settlement Class as fair, adequate, and reasonable is **GRANTED**.

**CERTIFICATION OF THE CONDITIONALLY CERTIFIED SETTLEMENT
CLASS FOR SETTLEMENT PURPOSES**

2. Having made the findings set forth below, the Court **HEREBY ORDERS** the certification of the following Class ("Settlement Class" or "Settlement Class Members") for settlement purposes only:

The 19,608 individuals residing in the United States to whom Defendant RIPTA sent notification that their personal information may have been compromised by cybercriminals as a result of a ransomware attack discovered by RIPTA on August 5, 2021.

3. Excluded from the Settlement Class is the Judge presiding over this matter.

4. For settlement purposes only, with respect to the Settlement Class, the Court finds the prerequisites for a class action pursuant to Rhode Island Superior Court Rule of Civil Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) named Plaintiffs and Class Counsel (identified below) fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

**APPOINTMENT OF REPRESENTATIVE PLAINTIFFS AS CLASS
REPRESENTATIVES AND PLAINTIFFS' ATTORNEYS AS CLASS
COUNSEL**

5. The Court **HEREBY ORDERS** the appointment of the Representative Plaintiffs as

Class Representatives for the Settlement Class. The Court concludes that the Representative Plaintiffs have fairly and adequately represented the Settlement Class and will continue to do so. The Court also **HEREBY ORDERS** the appointment of Peter N. Wasylyk, Esq., of Law Offices of Peter N. Wasylyk, Carlin J. Phillips, of Phillips & Garcia, P.C., and Lynette Labinger, Cooperating Counsel, ACLU Foundation of Rhode Island, as Class Counsel. The Court concludes that Class Counsel have fairly and adequately represented the Settlement Class and will continue to do so.

FINAL APPROVAL OF THE PRELIMINARILY APPROVED SETTLEMENT AGREEMENT TERMS

7. After considering that the Settlement resulted from arm's-length negotiations led by a neutral mediator and handled by experienced counsel, and evaluating the current status of the case, the benefits and advantages the Settlement provides to the Settlement Class, and the potential risks and rewards of continuing litigation for Plaintiffs and the Settlement Class, the Court **HEREBY ORDERS** the final approval of the terms of the Preliminarily Approved Settlement Agreement, including its releases, as fair, reasonable, and adequate.

8. Therefore, as of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement.

9. "Released Parties" means Defendants and their predecessors, successors, assigns, parents, subsidiaries, divisions, related or affiliated entities, and the current and former directors, trustees, officers, managers, shareholders, principals, board members, employees, contractors, attorneys, insurers, reinsurers, subrogees, and assigns of each of the foregoing

entities. Each of the Released Parties may be referred to individually as a “Released Party.” The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Settlement Agreement.

10. “Releasing Parties” means the Representative Plaintiffs and all Settlement Class Members.

11. “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, statutory damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Litigation, or any theories of recovery that were, or could have been, raised at any point in the Litigation. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Settlement Class Member may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract,

breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. "Released Claims" does not include claims relating to the enforcement of the settlement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class pursuant to Section 7. "Released Claims" is not intended to, does not, and shall not be deemed to release any claims that do not concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Litigation, or any theories of recovery that were, or could have been, raised at any point in the Litigation.

12. "Unknown Claims" means any and all Released Claims that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or

otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Representative Plaintiffs and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

APPROVAL OF THE IMPLEMENTED SETTLEMENT NOTICE PLAN AS BEING IN COMPLIANCE WITH APPLICABLE LAW AND DUE PROCESS

13. The Court has considered the implemented notice provisions of the Settlement, the claim form (“Claim Form” or “Claim Forms”) attached as Exhibit A to the Settlement Agreement, the long form notice (“Long Notice”), attached as Exhibit C to the Settlement Agreement, and the postcard notice (“Summary Notice”) attached as Exhibit D to the Settlement Agreement.

14. Settlement Class Members who qualified for and wished to submit a Claim Form under the Settlement had the opportunity to do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form under which they were entitled to seek relief. The Court is advised that 661 Settlement Class Members submitted a Claim Form.

15. Settlement Class Members who wished to opt-out or object to the Settlement had the opportunity to do so in accordance with the requirements and procedures of the Settlement Agreement. No Settlement Class Member chose to opt-out, and no Settlement Class Member objected to the Settlement in a timely manner. Approximately two months after the deadline for

objections had passed, Mickeda S. Barnes and Briana Robertson filed an objection to the Settlement on October 1, 2025, with supplemental documents filed on October 10, 2025, which the Court has reviewed and considered notwithstanding the timing defect of these filings.

16. The Court hereby finds the form and content of the Claim Forms, other Notice Forms, and the Settlement Agreement's notice provisions were the best notice practicable under the circumstances, constituted due and sufficient notice of the Settlement to all persons entitled thereto, and are in full compliance with applicable law and due process.

ATTORNEYS' FEES AND PLAINTIFFS' SERVICE AWARDS

17. Class Counsel's request for approval of Attorneys' Fees of two hundred thirty-seven thousand five hundred dollars (\$ 237,500.00) to be paid outside of the Settlement Fund and for approval of Plaintiffs' Service Awards of One Thousand Five Hundred dollars (\$1,500.00) for each Representative Plaintiff to be paid solely from the Settlement Fund is hereby approved.

18. Class Counsel has filed a Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees and Service Awards. Class Counsel has also filed a declaration in support of the Attorneys' Fees request and an Affidavit from an independent Rhode Island licensed attorney as to the reasonableness of the legal services and hourly rates charged by Class Counsel in support of Plaintiffs' Attorneys' Fees in connection with the filing of Plaintiffs' Memorandum of Law for Final Approval of a Preliminarily Approved Class Action Settlement and of a Conditionally Certified Settlement Class.

19. The Court **HEREBY ORDERS** payment of \$ 237,500.00 in Attorneys' Fees to be paid outside of the Settlement Fund. The Court approves the sharing of the fee award with the American Civil Liberties Union Foundation of Rhode Island as consistent with Rhode Island Rule of Professional Conduct 5.4(a)(4).

20. The Court **HEREBY ORDERS** payment of Plaintiffs' Service Awards of \$ 1,500.00 for each Representative Plaintiff to be paid solely from the Settlement Fund.

MISCELLANEOUS PROVISIONS

21. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by any Representative Plaintiff or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendants; ***provided, however***, that nothing in the foregoing, the Settlement, or this Final Approval Order shall be interpreted to prohibit the use of the Settlement or this Final Approval Order in a proceeding to consummate or enforce the Settlement or this Final Approval Order (including all releases in the Settlement and Final Approval Order), or to defend against the assertion of any Released Claims in any other litigation, arbitration, or other proceeding, or as otherwise required by law.

22. This Final Approval Order and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any Representative Plaintiff or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Defendants has any merit.

23. The Settlement (including without limitation the releases therein) shall be

forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

24. The Court hereby dismisses all claims against Defendants in the Action, including in Plaintiffs' First Amended Complaint, on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order.

25. Consistent with Paragraph 12.3 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, is not reached: (a) the Settling Parties shall be restored to their respective positions in the Litigation that existed prior to November 25, 2024 and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation 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, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, nunc pro tunc.

26. Without affecting the finality of this Final Approval Order, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Approval Order.

ENTER:

Brian P. Stern, J.

Associate Justice
Brian P. Stern
October 22, 2025

BY ORDER:

/s/ Carin Miley
Senior Deputy Clerk I

Clerk, Superior Court
October 22, 2025