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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

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF A PRELIMINARILY APPROVED CLASS ACTION SETTLEMENT, A CONDITIONALLY CERTIFIED SETTLEMENT CLASS, AND APPLICATIONS FOR ATTORNEYS' FEES AND PLAINTIFFS' SERVICE AWARDS[1]

I. INTRODUCTION

On April 25, 2025, this Court preliminarily approved the Settlement between Plaintiffs Alexandra Morelli, David Novasam, Audrey Snow, Betty J. Potenza, Norman R. Plante, Eileen Bothelho, Gary Ruo, David A. Rosa, Caronah Cassell-Johnson, Sheila M. Galamaga, Caitlyn Lamarre and Diane M. Cappalli ("Representative Plaintiffs" or "Plaintiffs"), individually and on behalf of the Settlement Class (as defined below), Defendants Rhode Island Public Transit

[1] Defendants do not oppose the relief sought by Plaintiffs' motion for final approval and agree that the Court should grant final approval of the class action settlement. By not opposing this relief, Defendants do not concede the factual basis for any claim and deny liability. The language in this memorandum, including the description of proceedings, as well as legal and factual arguments, is Plaintiffs', and Defendants may disagree with certain of those characterizations and descriptions.

Authority ("RIPTA"), and UnitedHealthcare of New England, Inc. ("UHC") (collectively, "Defendants" and, together with Representative Plaintiffs, the "Settling Parties"), and ordered that Notice be given to the Settlement Class ("Class" or "Class Members").

Plaintiffs respectfully submit this Memorandum of Law ("Final Approval Memo") in Support of their Unopposed Motion (Motion) for Final Approval of a proposed Class Action Settlement ("Settlement") contained in the settlement agreement ("Settlement Agreement")[2] they have reached with Defendants.

Simpluris, the Settlement Administrator, has issued its final accounting of the claims administration.[3] No Class Member has sought to be excluded from the Settlement. Simpl. Aff. ¶ 19. Furthermore, no Class Member has objected to the Settlement. *Id.* at ¶ 21.

In negotiating the Settlement, Counsel and the parties were well-informed as to the merits of their claims and defenses. The Settlement was reached in good faith after a successful mediation effort led by The Honorable Associate Justice Richard Licht, and is fair, reasonable, and adequate. The Settlement provided substantial relief to Class Members in both monetary relief valued at three hundred fifty thousand dollars ($350,000.00) and non-monetary relief valued at approximately sixteen million four hundred fifty-eight thousand nine hundred fifty-five dollars ($16,458,955.00) in the form of five years of one bureau credit monitoring.[4]

Several settlements in data breach class actions have been approved nationwide, providing a vehicle for a fair and efficient alternative to ongoing litigation. Class certification is warranted for settlement purposes.

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[2] Settlement Agreement attached as an Exhibit to Plaintiffs' Memorandum of Law in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement.

[3] Simpluris Affidavit (Simpl. Aff.) attached hereto as Exhibit 1.

[4] Simpluris, the Settlement Administrator provided Plaintiffs' Counsel with the retail cost of the one bureau credit monitoring as thirteen dollars ninety-nine cents ($13.99) per month per individual. Five (5) years (sixty (60) months) at $13.99 per month equals approximately eight hundred forty dollars ($840) per individual, multiplied by the eighteen thousand four hundred seventy (18,470) individuals on the finalized Notice list totals approximately sixteen million four hundred fifty-eight thousand nine hundred fifty-five dollars ($16,458,955.00).

Plaintiffs, with the agreement of Defendants, request that this Court order final approval of the proposed Settlement as fair, adequate, and reasonable.

II. FACTUAL AND PROCEDURAL BACKGROUND

For purposes of judicial efficiency, Plaintiffs respectfully direct the Court to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and the exhibits thereto, which are incorporated herein by reference as the factual and procedural background of this case.

III. SUMMARY OF THE SETTLEMENT AND BENEFITS

a. Settlement Class

The Settlement Class is defined as:

> 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.

(*See* Settlement Agreement Paragraph 3.1).

b. Settlement Fund

The Settlement creates a $350,000.00 non-reversionary Settlement Fund, which Defendants are responsible for funding as set forth in Paragraphs 2.18 and 2.19 of the Settlement Agreement. Simpluris will use the Settlement Fund to pay all costs of class notice, claims administration, Plaintiffs' service awards, and approved claims from the Settlement Fund.

c. Monetary Settlement Benefits

If the Court grants final approval of the Settlement, Settlement Class Members who have submitted valid claims, with third-party proof (receipts, invoices, or statements), will receive up to $1,000 for documented, unreimbursed expenses caused by the Data Incident—such as bank

fees, card replacements, identity document fees, phone/data charges, postage, travel, or credit monitoring—incurred between August 5, 2021, and the date of preliminary approval.

If the Court grants final approval of the Settlement, Settlement Class Members who have submitted valid claims will receive, for Documented Extraordinary Losses resulting from identity theft, fraud, falsified tax returns, or other misuse of personal information caused by the Data Incident, up to $7,500. The loss must have been documented with third-party documentation, unreimbursed, and incurred between August 5, 2021, and the Preliminary Approval Order date, with proof that reasonable efforts were made to recover the loss (e.g., through credit monitoring or identity theft insurance).

If the Court grants final approval of the Settlement, Settlement Class Members who have submitted valid claims for attested time spent will receive up to four hours of lost time at $15 per hour for addressing issues related to the Data Incident by submitting an attestation form. At least one hour is presumed for each claimant who submits an attestation form. However, they may request up to four hours for activities such as changing passwords, monitoring accounts, contacting financial institutions, signing up for fraud protection, or researching the incident and its impact.

d. Pro Rata Settlement Fund Payment Distribution

If, after the Effective Date, the total value of Approved Claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses exceeds the remaining Settlement Fund, payments will be reduced pro rata among all Settlement Class Members with Approved Claims. Conversely, if funds remain after covering all payments, including Service Awards, Class Notice, and Claims Administration costs, the Net Settlement Amount will be distributed pro rata among eligible claimants. If the remaining funds are too small for distribution, they will be donated to a

mutually agreed *cy pres* recipient or, if no agreement is reached, one appointed by the Court. The Claims Administrator will handle all pro rata calculations.

e. Credit Monitoring

Defendants will provide five years of free one-bureau credit monitoring to Settlement Class Members who enrolled during the claims period. Defendants will pay for this Credit Monitoring service outside of the Settlement Fund.

IV. NOTICE AND ADMINISTRATION-NOTICE PROGRAM, CLAIMS PROCESS, OPT-OUTS, AND OBJECTIONS

a. Notice Program

This Court has previously approved the Notice Program. After this Court entered the Preliminary Approval Order, Simpluris successfully disseminated Notice to the Settlement Class. Pursuant to the Agreement and Preliminary Approval Order, Simpluris mailed Postcard Notices and made the Long Form Notice available online, advising Class Members of their rights, deadlines, and the Final Approval Hearing. Simpluris established a Settlement Website with case-related documents, including notices, claim forms, and motions, and maintained it throughout the Claims Period. A toll-free number with FAQs was also available. The Notice Program complied with due process and Rhode Island Superior Court Rule 23. On April 1, 2025, Defendants' Counsel provided Simpluris with a list of 19,608 potential Class Members. After removing duplicates and invalid entries, the list was finalized at 18,470 names. On May 23, 2025, Simpluris mailed Postcard Notices to these Class Members. By August 26, 2025, 1,026 Notices were returned. Using skip tracing, 851 were re-mailed, and 175 were deemed undeliverable. Simpl. Aff.¶¶ 5-10.

Simpluris established and has maintained a Settlement website at www.cyberincidentsettlement.com since May 23, 2025, which provided Settlement Class

Members with key dates, deadlines, and access to important documents, including the Settlement Agreement and Release, the Preliminary Approval Order, and downloadable copies of the Notice and Claim Form. The Settlement Website provided visitors with access to download key documents, including the Long Form Notice, Claim Form, Complaint, and the full Settlement Agreement. It also enabled class members to electronically submit Claim Forms and address updates, review answers to frequently asked questions, track important dates and deadlines, and communicate with the Settlement Administrator.

Between May 23 and August 26, 2025, the website was visited by 1,265 unique users, resulting in 5,281 page views. Additionally, Simpluris has established a dedicated toll-free telephone number (1-833-296-0884), as listed in the Notice and on the website, to handle inquiries. The line, available 24 hours a day, seven days a week, has been active since May 23, 2025, and has continued to operate throughout the settlement administration, receiving calls from Settlement Class Members during the reporting period. *Id*. ¶¶ 11-12.

b. Claims Process and Claims Submitted

The claims process was structured to ensure that all Settlement Class Members had sufficient time to review the terms of the Settlement, compile relevant documents, and decide whether to submit a claim, opt-out, or object to the Settlement.

The deadline for Settlement Class Members to submit a claim form was August 25, 2025. Claims could be submitted online through the Settlement Website or by mailing a physical claim form to Simpluris, the Settlement Administrator. As of August 29, 2025, a total of 661 Claim Forms were received, all of which were reviewed and deemed valid and timely, representing 3.58% of the overall Settlement Class. *Id.* at ¶ 13. Of these valid claims, 16 Class Members requested reimbursement for ordinary losses in the total amount of $10,037.56, while 2 Class

Members submitted claims for extraordinary losses totaling $767.81. *Id.* at ¶¶ 14-15. Simpluris is reviewing the supporting documentation for both categories and will provide the final, approved amounts before distributing the settlement benefits. Additionally, 243 Class Members submitted claims for lost time, totaling 834 hours. *Id*. at ¶ 16. Finally, 641 Class Members elected to receive credit monitoring services as part of their settlement relief. *Id.* at ¶ 17.

c. Exclusions and Objections

The deadline to request an Exclusion or to file an Objection to the Settlement was August 5, 2025. Simpluris has received no Exclusion or Objection requests from members of the Settlement Class. *Id*. at ¶¶ 18-21.

d. Administration Costs

Simpluris' total expenses for administering the Settlement, including all fees to date and projected future costs, amount to $34,500. *Id*. at ¶ 22.

If any funds remain in the Settlement Fund for Ninety (90) days after the Claims Administrator stops payment on uncashed checks, they will be distributed to a mutually agreed-upon *cy pres* recipient.

V. THE SETTLEMENT SHOULD BE FINALLY APPROVED

a. The Settlement is Fair, Adequate, and Reasonable

This Court previously determined that it was likely to find the Settlement fair, reasonable, and adequate. The Court should now finally determine that the Settlement represents a fair, reasonable, and adequate resolution and enter the Proposed Final Approval Order. *See* the Proposed Final Approval Order attached hereto as Exhibit 4. Courts assess settlements by weighing potential recovery against litigation risks. Data breach cases are particularly complex and uncertain, with challenges in causation, class certification, and damages. As the substantive

terms of the Settlement reflect the results of intensive negotiations between experienced and well-informed Counsel (with the assistance of a highly skilled and experienced mediator), and the substantial benefits it confers on Class members are preferable to the cost, delay, and uncertainty of protracted litigation, all relevant factors weigh strongly in favor of granting this Motion.

Courts routinely approve class action settlements in data breach cases, acknowledging the inherent challenges and legal uncertainties associated with them. Likewise, recognizing these challenges, the Settlement offers a practical resolution, and the Parties urge this Court to grant final approval to the Settlement in this case.

Courts favor class action settlements as a cost-effective alternative to litigation and presume fairness when settlements are negotiated at arm's length. "Settlement agreements enjoy great favor with the courts as a preferred alternative to costly, time-consuming litigations." *Fid. & Guar. Ins. Co. v. Star Equip. Corp.*, 541 F.3d 1, 5 (1st Cir. 2008). Settlement agreements "will be upheld wherever possible because they are a means of amicably resolving doubts and preventing lawsuits." *Hotel Holiday Inn de Isla Verde v. N.L.R.B*., 723 F.2d 169, 173 (1st Cir. 1983).

In determining whether class action settlements should be approved, "[c]ourts judge the fairness of a proposed compromise by weighing the Plaintiff's likelihood of success on the merits against the amount and form of the relief offered in the Settlement. . . . They do not decide the merits of the case or resolve unsettled legal questions." *Carson v. American Brands, Inc*., 450 U.S. 79, 88 n.14 (1981) (citation omitted).

When evaluating whether a settlement is fair, reasonable, and adequate, courts consider the benefits of the settlement" in light of the possible recovery in the litigation and the risks of

the litigation." *Hill v. State St. Corp., No*. 09-cv-12146, 2015 WL 127728, at *10 (D. Mass. Jan. 8, 2015). A settlement need not represent "the best possible recovery[,]" but the recovery must be weighed against "the strengths and weaknesses of the case" given the "nature of the claims, the possible defenses, the situation of the parties, and the exercise of business judgment[.]" *Id.*

Here, the recovery is considered reasonable given the complexities and risks of ongoing data breach litigation, where Defendants would likely vigorously defend against liability and class certification, which would lead to significant, complex, and prolonged litigation. Several courts have noted that data breach litigation presents novel and complex issues, making a successful outcome uncertain to predict. *See Cotter v. Checkers Drive-In Rests., Inc*., No. 8:19-cv-1386, 2021 WL 3773414, at *12 (M.D. Fla. Aug. 25, 2021) (indicating that data breach class actions present "serious risks" due, in part, to "the ever-developing law surrounding such cases"); *In re Citrix Data Breach Litig*., No. 19-61350-CIV, 2021 WL 2410651, at *3 (S.D. Fla. Jun 11, 2021) ("Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages."). This case is no exception to the challenges of a successful data breach litigation outcome. Plaintiffs face numerous challenging issues in the context of evolving data breach litigation, including class certification, causation, and damages.

b. Standard for Final Approval

Courts generally employ a staged approach in evaluating proposed class action settlements. *See Manual for Complex Litigation* (Fourth) § 21.632 (2015). Initially, the court determines whether preliminary approval is warranted and, if so, authorizes Notice of the proposed Settlement to be disseminated to the settlement class. This Court has already taken that step in the present Action. Thereafter, following the receipt and consideration of any objections

from class members, the court proceeds to determine whether final approval of the Settlement is appropriate.

The established standard for final approval is whether a proposed settlement is "fair, reasonable, and adequate." *Jean-Pierre v. J&L Cable TV Servs., Inc*., 538 F. Supp. 3d 208, 212 13 (D. Mass. 2021). The court should conduct such a determination "within the context of the public policy favoring settlement." *Hill v. State St. Corp*., U.S. Dist. LEXIS 2166 (D. Mass. Jan. 8, 2015). As such, "[w]here the parties negotiated at arm's length and conducted sufficient discovery, the district court must presume the settlement is reasonable." *Robinson v. National Student Clearinghouse*, 14 F.4th 56, 59 (1st Cir. 2021) (internal quotations omitted).

c. The Economic Value of the Settlement and The Change in Practices Provided Significant Benefits to The Class

First and foremost, the economic relief of the non-monetary benefits provided under the Settlement in the form of five (5) years of one (1) bureau credit monitoring alone demonstrates that the proposed Settlement is fair, reasonable, and adequate.

Not viewing the true value of the Settlement, which includes the value of the credit monitoring, and just considering the three hundred fifty thousand ($ 350,000.00) cash settlement fund that covers the 19,608 Settlement Class Members, results in a value of seventeen dollars and eighty-five cents ($ 17.85) per individual. *See, e.g., In Re: 21st Century Oncology Customer Data Security Breach Litigation* (M.D. Fl. 2021, No. 8:16-md-2737-MSS-AEP) ($3.64 per individual); *Adlouni v. UCLA Health Systems Auxiliary, et al*. (Cal. Super.Ct2019, No. BC 589243) ($1.67 per individual); I*n re Anthem, Inc. Data Breach Litigation* (C.D. Cal. 2017, No. 5:15-md-02617-LHK) ($1.39 per individual).

This monetary Settlement value per individual of seventeen dollars and eighty-five cents ($ 17.85), as compared to other recent data breach settlements, even without accounting for the

true value of the Settlement, which includes the retail value of the credit monitoring at a non-monetary retail value of approximately sixteen million four hundred fifty-eight thousand nine hundred fifty-five dollars ($16,458,955.00), is a superior result.

Moreover, the Settlement provides an additional benefit to the Class members and consumers generally: as part of the Parties' Settlement and the mediation process, RIPTA provided information to the mediator and Plaintiffs that it had made changes to its policies, procedures, and practices since the Data Incident. The Plaintiffs' goal in filing this case was not only to recover damages for the Class but also to ensure that RIPTA would improve its security systems. By securing RIPTA's agreement to these changes, the Settlement achieves that goal.

Although Plaintiffs believe that their claims are strong, they understand that success on the merits before a jury is by no means assured, and that legal hurdles remain to be cleared. Approval of the Settlement would resolve the conflicts underlying this class action without the necessity, time, and expense of a protracted trial. The value of the benefits Class members will receive under the Settlement is enhanced by the fact that these benefits will be provided now, without the delay, burden, and risks associated with further litigation.

d. The Settlement Resulted from Arm's-Length Mediated Negotiations and is Not the Product of Collusion

The Settlement was the product of months of arm's-length negotiations. The requirement that a settlement be fair is meant to protect against collusion among the Parties. The Parties conducted informal discovery prior to mediation, which informed them of the strengths and weaknesses of the claims and defenses, allowing for well-informed negotiations overseen by Judge Richard Licht. The mediation, along with the subsequent months of settlement negotiations and the continued involvement of the mediator, culminated in the Settlement. The involvement of the mediator ensured that the negotiations proceeded at arm's length. Therefore,

the Settlement was unquestionably the result of arm's length negotiations by experienced class action lawyers, rather than the result of collusion among the Parties.

e. The Relief Obtained for the Class is More than Fair, Reasonable, and Adequate

Plaintiffs and Class Counsel obtained a strong result for the Settlement Class. The $350,000.00 Settlement for 19,608 Settlement Class members (i.e., approximately $17.85 per person) is in line with or exceeds other settlements in cases involving data breaches. The instant Settlement compares very favorably to other similar breach settlements from around the country. *See, e.g.*, *Rossi, et al. v. Claire's Stores, Inc.*, et al., No. 1:20-cv05090 (N.D. Ill.) (60,842 class members, $350,000.00 fund, $5.75 per person); *Marshall v. Lamoille Health Partners, Inc.*, No. 2:22-cv-00166-wks (D. Vt.) (59,381 class members, $540,000.00 fund, $9.09 per person); *Lutz et al. v. Electromed Inc.*, No. 0:21-cv-02198-KMMDTS (D. Minn.) (47,429 class members, $825,000.00 fund, $17.39 per person); *May et al. v. Five Guys Enterprises LLC*, No. 1:23-cv00029-CMH-JFA (E.D. Va.) (37,922 class members, $700,000.00 fund, $18.46 per person).

The Settlement has received a positive reception from the Class Members. The 661 Claim Forms submitted represent a 3.58% claims rate, which exceeds the claims rates seen in several data breach class actions. *See, e.g.*, *In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 U.S. Dist. LEXIS 65200 (E.D. Pa. Apr. 9, 2024) (2.56% claims rate "actually compares favorably to the claims rates in other data breach class actions"); *Carter v. Vivendi Ticketing United States LLC,* 2023 U.S. Dist. LEXIS 210744, at *15 (C.D. Cal. Oct. 30, 2023) (1.6% claims rate "is in line with claims rates in other data breach class action settlements" and collecting cases with claims rates between 0.83% and "about two percent"). As such, the claims rate should be seen as a favorable sign that the Settlement Class approves of this Settlement. Likewise, out of the 19,608 Settlement Class Members, not one has objected or opted out of the

Settlement. This clearly demonstrates that the Settlement has received a very positive reception from the Settlement Class. The unanimous support for this Settlement reaffirms the Court's preliminary conclusion that the Settlement is fair, reasonable, and adequate.

f. The Proposed Notice to Class Members was Adequate

Under Rhode Island Rule of Civil Procedure 23(c)(2), class members are entitled to Notice of any proposed settlement and an opportunity to object or opt-out before the Court finally approves it. MANUAL FOR COMPLEX LITIG. (FOURTH) § 21.31 (2012). Notice is adequate if it is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the Action and afford them an opportunity to present their objections." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174 (1974), quoting *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950).

The notice and notice plan in this case was clear and straightforward, providing Class Members with sufficient information to evaluate whether to participate in the Settlement, as well as directions on how to seek further information. Notice was given by mail and was also available electronically.

VI. APPLICATION FOR ATTORNEYS' FEES AND PLAINTIFFS' SERVICE AWARDS

a. Class Counsel's Application for Attorneys' Fees

Class Counsel hereby seek approval of Attorneys' Fees of $ 237,500.00. Class Counsel has invested a total of 671.90 attorney hours and 6.5 paralegal hours in this case. *See* Wasylyk Declaration (Was. Decl.) attached hereto as Exhibit 2. Defendants have agreed not to oppose the request for Attorneys' Fees.

Rhode Island courts generally follow the "American Rule," under which each party is responsible for its own attorneys' fees and costs. *Pearson v. Pearson*, 11 A.3d 103, 108 (R.I.

2011) (citing *Downey v. Carcieri*, 996 A.2d 1144, 1153 (R.I. 2010)). Courts may depart from this rule, however, when a statute or contract expressly authorizes a fee award. *Id*. The Rhode Island Supreme Court has clarified that if a settlement agreement clearly provides for attorneys' fees—without conditioning recovery on prevailing party status—courts must enforce those terms as written, without adding restrictions. *See id.* at 109; *see also Rodrigues v. DePasquale Bldg. & Realty Co.*, 926 A.2d 616, 624 (R.I. 2007) (noting that unambiguous contracts must be enforced according to their terms absent duress or similar defenses). While the trial court has discretion in granting attorneys' fees, "[w]hen a contractual fee provision is included by the parties, the question of what fees are owed 'is ultimately one of contract interpretation,' and the court's primary duty is to enforce the parties' bargain." *Ferris Ave. Realty, LLC v. Huhtamaki, Inc.*, 2013 R.I. Super. LEXIS 74, at *6 (R.I. Super. Ct. Apr. 22, 2013) (quoting *AccuSoft Corp. v. Palo*, 237 F.3d 31, 61 (1st Cir. 2001)).

Under Rhode Island law, when attorneys' fees are sought pursuant to contract or statute, courts assess whether the request is fair and reasonable given the circumstances. *Am. Condo. Ass'n, Inc. v. Mardo*, 270 A.3d 612, 620 (R.I. 2022). In evaluating reasonableness, courts consider the factors set forth in Rule 1.5 of the Rhode Island Rules of Professional Conduct, including: (1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill needed to perform the services properly; (4) the amount at stake and results achieved; and (5) any time limitations imposed by the client or circumstances. *Keystone Elevator Co. v. Johnson & Wales Univ.*, 850 A.2d 912, 921 (R.I. 2004). *See* previously filed Plaintiffs' Memorandum of Law, filed with this Court on July 22, 2025, in Support of Plaintiffs' Unopposed Motion for Attorney Fees for evaluating the reasonableness of the Attorneys' Fees request.

The requested fee advances important public policy. Class actions like this one encourage companies that handle sensitive data to strengthen security and prevent breaches, which have reached epidemic levels. Class actions like this are crucial in pushing companies to enhance data security. Because individual damages in data breach cases are small and hard to measure, pursuing separate claims would be inefficient. Without a class action, recovery would be unlikely.

Unlike typical class action settlements, where plaintiffs' Counsel seek both a percentage of the settlement fund as well as additional agreed-to attorneys' fees within the settlement agreement, here, Class Counsel solely request fees equaling $237,500.00 based on the Settlement Agreement, which provides for Class Counsel to seek reasonable attorneys' fees, costs, and expenses not to exceed $237,500.00, which is to be paid by Defendants outside of the Settlement Fund. (Settlement Agreement, ¶ 11.1.). Therefore, the Attorneys' Fees Class Counsel seek are grounded exclusively in contractual authority through the Settlement Agreement rather than a percentage-based calculation. Consistent with this contractual framework, "[w]hen attorneys' fees are appropriately awarded pursuant to statutory or contractual authority, [courts] look to whether the award is both fair and reasonable based on the facts and circumstances of each particular case." *Am. Condo. Ass'n, Inc. v. Mardo*, 270 A.3d 612, 620 (R.I. 2022).

Although not required, courts within the First Circuit have utilized the "lodestar calculation as a pragmatic cross-check" for percentage-based fee awards. *New England Carpenters Health Benefits Fund v. First DataBank, Inc*., 2009 WL 3418628, at *1 (D. Mass. Oct. 20, 2009) (internal citation omitted); *In re Thirteen Appeals Arising Out of the San Juan Dupont Plaza Hotel Fire Litig*., 56 F.3d at 307. When used this way as a cross-check, "the lodestar analysis is not undertaken to calculate a specific fee, but only to provide a broad cross-

check on the reasonableness of the fee arrived at by the percentage method." *In re Vioxx Prods. Liab. Litig., 760 F. Supp. 2d 640, 652 (E.D. La. 2010).*

To conduct the lodestar cross-check, the court multiplies the number of hours reasonably spent by a reasonable hourly rate. *In re Relafen Antitrust Litig*., 231 F.R.D. 52, 77 (D. Mass. 2005). "Reasonable fees are to be calculated according to the prevailing market rates in the relevant community." *Arkansas Tchr. Ret. Sys. v. State St. Bank & Tr. Co*., 512 F. Supp. 3d 196, 209 (D. Mass. 2020).

Class Counsel's total lodestar equals: $ 381,417.50. See below for a lodestar breakdown by Class Counsel and their respective law firms:

(1) Law Offices of Peter N. Wasylyk, Attorney Peter N. Wasylyk, 439.50 hours at $ 650.00 per hour, for a firm total of $285,675.00

(2) Cooperating Counsel American Civil Liberties Union Foundation of Rhode Island, Attorney Lynette Labinger, 47.10 hours at $650.00 per hour, for a firm total of $ 30,615.00;

(3) Phillips & Garcia, P.C., Attorney Carlin Phillips, 58.1 hours at Attorney Rate of $375.00 per hour (2022-2023), for a total of $ 21,787.50, and 62.6 hours at Attorney Rate of $ 425.00 per hour (2024 to Present), for a total of $ 26,605.00; Associate, 64.6 hours at Associate Rate of $ 250.00 per hour, for a total of $ 16,150.00; Paralegal, 6.5 hours at Paralegal Rate of $90.00 per hour, for a total of $ 585.00, for a firm total of $ 65,127.50.

The rates charged by Class Counsel are well within the acceptable range for class action litigators in general. They are in line with or less than the hourly rates approved in other complex data breach class action litigation. *See* Attorney John J. Longo Affidavit attached hereto as Exhibit 3. Here, Class Counsel's total lodestar of $ 381,417.50, with an Attorneys'

Fees request of $ 237,500.00, results in a negative multiplier of 0.62, which supports the reasonableness of the requested fee. Was. Decl. at ¶ 23.

Class Representatives seek approval of Service Awards in the amount of $ 1,500.00 for each of them in recognition of the burdens they assumed in instituting this Action, spending time communicating with Class Counsel, and fulfilling their representative responsibilities to the Class. "Incentive awards serve to promote class action settlements by encouraging named plaintiffs to participate actively in the litigation in exchange for reimbursement for their pursuits on behalf of the class overall." *Bezdek v. Vibram USA Inc*., 79 F. Supp. 3d 324, 352 (D. Mass.), *aff'd*, 809 F.3d 78 (1st Cir. 2015) (approving award of $2,500 service awards for each representative Plaintiff).

Given Plaintiffs' time and efforts in supporting this litigation, combined with the risks and burdens of serving as Class Representatives, Plaintiffs' requests for Service Awards should be granted. *See Mazola v. May Dep't Stores Co*., 1999 WL 1261312, at *4 (D. Mass. Jan. 27, 1999) (class actions "give[] voice to relatively small claimants who may not be aware of statutory violations or have an avenue to relief . . . the only way in which to make such actions economically feasible is to award [attorneys' fees.]").

VII. COURT SHOULD CERTIFY THE SETTLEMENT CLASS FOR FINAL SETTLEMENT PURPOSES

a. Settlement Class Satisfies All Requirements Under Rhode Island Rule of Civil Procedure 23(a) and (b)(3).

i. R.I. Super. Ct. R. Civ. P. 23(a)(1) – Numerosity

Rule 23(a) requires that the Class be "so numerous that joinder of all members is impracticable." *DeCesare v. Lincoln Benefit Life Co*., 852 A.2d 474, 486 (R.I. 2004) (1,188 class members satisfies the numerosity requirement). In this case, the Class comprises 19,608

members, which is obviously considered numerous and renders any joinder impracticable. Therefore, the numerosity requirement of Rule 23(a)(1) is easily satisfied.

ii. R.I. Super. Ct. R. Civ. P. 23(a)(2) – Commonality

Pursuant to Rule 23(a)(2), commonality requires that "questions of law or fact common to the class exist" and that the representative plaintiffs' claims share at least one common question of fact or law with the claims of the prospective Class. *See Caranci v. Blue Cross & Blue Shield*, 1999 U.S. Dist. LEXIS 14801, 1999 WL 766974, at *12 (D.R.I. Aug 19, 1999) ("*Rule 23(a)(2)* does not require that the common questions of law or fact predominate over the questions affecting individual members. Instead, it requires merely that questions of law or fact common to the Class exist."); *DeCesare*, 852 A.2d at 487.

Courts that have previously addressed the commonality requirement in data breach litigation have found it readily satisfied. *See, e.g*., *In re Equifax*, 2020 WL 256132 *11 (citing *In re the Home Depot, Inc., Customer Data Sec. Breach Litig*., 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016)) (common issues relate to defendant's conduct, satisfying the commonality requirement); *In re Yahoo! Inc. Customer Data Sec. Breach Litig*., No. 16-MD-02752-LHK, 2020 WL 4212811, at *3 (N.D. Cal. July 22, 2020) (common questions of whether defendant employed sufficient data security measures, knew of inadequacies, and timeliness of data breach disclosure satisfy commonality requirement). Like in other data breach cases, the commonality requirement is easily satisfied here since common issues all center on Defendants' conduct and whether RIPTA employed a sufficient data security environment that was adequate to protect the Settlement Class Members' personally identifiable information ("PII").

iii. R.I. Super. Ct. R. Civ. P. 23(a)(3) – Typicality

The typicality requirement of Rule 23(a)(3) is satisfied when the plaintiffs' "injuries arise from the same events or course of conduct as do the injuries of the class and when plaintiff[s'] claims and those of the Class are based on the same legal theory." *In re Credit Suisse-AOL Sec. Litig.*, 253 F.R.D. 17, 23 (D. Mass. 2008). Here, each Plaintiff's and Settlement Class Member's claims and legal arguments arise out of the same event, the Data Incident, which exposed their PII. These claims are common to all Class Members. As such, Plaintiffs can reasonably be expected to advance the interests of all absent Settlement Class Members. Therefore, typicality is easily satisfied.

iv. Rule 23(a)(4) – Adequacy

Rule 23(a)(4) requires that "the representative parties will fairly and adequately protect the interests of the class." Plaintiffs' interests are consistent with, and not antagonistic to, the interests of other Settlement Class Members. *Andrews v. Bechtel Power Corp.*, 780 F.2d 124, 130 (1st Cir. 1985) (finding the adequacy requirement satisfied when "the interests of the representative party will not conflict with the interests of any of the class members"). The First Circuit clarified: "Only conflicts that are fundamental to the suit and that go to the heart of the litigation prevent a plaintiff from meeting the Rule 23(a)(4) adequacy requirement." 1 William B. Rubenstein, Newberg on Class Actions § 3:58 (5th ed. 2012).

Plaintiffs have vigorously prosecuted the claims in this case and have been active participants in this litigation. Plaintiffs understand their claims and responsibilities as class representatives well. Indeed, Plaintiffs and Class Members all share the same objectives, factual and legal positions, and interest in establishing Defendants' liability.

Plaintiffs have retained qualified and competent Counsel. Plaintiffs' Counsel respectfully submits that they are qualified, experienced, and capable of conducting this

proposed litigation. In addition to their work in other cases, they have demonstrated their adequacy by vigorously prosecuting this matter from its inception. Based on the adequacy of the Plaintiffs' representation as class representatives and their Counsel, the Court should find that the requirements of Rule 23(a)(4) are met.

b. Rule 23(b)(3) – Predominance and Superiority

The Class meets the predominance requirement because virtually all of the issues of law and fact are identical among the members of the Class. *Waste Mgt. Holdings, Inc. v. Mowbray,* 208 F.3d 288, 296 (1st Cir. 2000) (predominance requirement satisfied by "sufficient constellation of common issues [that] bind class members together" and "cannot be reduced to a mechanical, single-issue test").

Here, as noted above, the common factual and legal questions presented include whether: (i) Defendants had a duty to safeguard the Settlement Class Members' PII; (ii) Defendants were negligent in maintaining adequate data security protocols; and (iii) the Settlement Class Members were injured by having their PII potentially accessed by unauthorized parties. These common issues predominate over individual ones. *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 312–15 (N.D. Cal. Aug. 15, 2018) (finding predominance was satisfied because "Plaintiffs' case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs' personal information," such that "the claims rise or fall on whether [the defendant] properly secured the stolen personal information," and that these issues predominated over potential individual issues); *In re The Home Depot, Inc.*, *Customer Data Sec. Breach Litig*., 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (finding common predominating questions included whether Home Depot failed to reasonably protect class

members' personal and financial information, whether it had a legal duty to do so, and whether it failed to timely notify class members of the data breach).

Furthermore, the requirement of superiority is easily met in this case. Here, the Class consists of many thousands of individuals, undoubtedly of varying economic backgrounds, asserting relatively small claims with no other reasonable means of enforcing their rights. Given the commonality established above, the adjudication of class claims would not be significantly more burdensome than if the matter were prosecuted individually. On the contrary, it would be much more burdensome on the courts, parties, and judicial system to entertain a multiplicity of lawsuits regarding Defendants' common conduct.

VII. Conclusion

The proposed class action Settlement is fair, reasonable, and adequate, and the Class should be certified for settlement purposes, and the Settlement should be granted final approval. Plaintiffs, therefore, request the Court to enter the proposed final approval order.

DATED: September 19, 2025

By their attorneys,

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CERTIFICATION

On September 19, 2025, this document was filed using the Court's electronic filing system. Therefore, it is available for viewing and downloading by registered users who have signed up to receive notices in this case.

/s/ Peter N. Wasylyk