

STATE OF RHODE ISLAND  
PROVIDENCE

SUPERIOR COURT

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

*Plaintiffs*

v.

C.A. No. PC-2022-6145

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

**Business Calendar**

*Defendants.*

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and among the following Settling Parties: 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) and Defendants Rhode Island Public Transit Authority (“RIPTA”) and United Healthcare of New England, Inc. (“UHC”) (collectively, “Defendants”) (together with Representative Plaintiffs, the “Settling Parties”). This Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

## 1. RECITALS

1.1. RIPTA is a quasi-public, independent authority that operates public transit services throughout the state of Rhode Island. It operates buses and paratransit vans seven days a week and serves 36 of 39 Rhode Island communities. RIPTA provides medical benefits to its eligible employees and their eligible dependents through a medical benefit plan (the “Plan”). The Plan is administered through the State of Rhode Island’s (“State”) relationship with a third-party administrator. Prior to the Data Incident (as defined below), UHC was the third-party administrator that administered the Plan. In the course of administration of the Plan, RIPTA held certain personally identifiable information (“PII” or “Private Information”) of the Plaintiffs and the putative class members, some of which was provided by UHC in its role as the third-party administrator.

1.2. This Settlement Agreement relates to a ransomware attack discovered by RIPTA on August 5, 2021 (the “Data Incident”). Though RIPTA was unable to conclusively determine that the unauthorized actor accessed the content of certain exfiltrated files, out of an abundance of caution RIPTA notified 19,608 individuals that their information may have been the subject of a ransomware attack. Potentially impacted information varied but may have included some combination of the following: name, Social Security number, address, date of birth, Medicare identification number and qualification information, health plan member identification number and claims information (collectively, “Private Information”).

1.3. On October 25, 2022, Plaintiffs Morelli and Cappalli, individually and on behalf of a putative class, filed an action against Defendants asserting claims concerning the Data Incident in this Court (the “Litigation”). Defendants filed motions to dismiss the original complaint on December 19, 2022. Rather than filing a brief in opposition, Plaintiffs filed an amended complaint on February 13, 2023 that included additional named plaintiffs David Novasam, Audrey Snow,

Betty J. Potenza, Norman R. Plante, Eileen Bothelho, Gary Ruo, David A. Rosa, Caronah Cassell-Johnson, Sheila M. Galamaga, and Caitlyn Lamarre (“Amended Complaint”).<sup>1</sup> Defendants moved to dismiss the Amended Complaint on March 31, 2023. In an order dated December 12, 2023, the Court granted in part and denied in part the Defendants’ motions to dismiss the Amended Complaint, dismissing Plaintiffs’ claims under the Rhode Island Identity Theft Protection Act and the Rhode Island Deceptive Trade Practices Act without leave to amend, and dismissing Plaintiffs’ negligence claim with leave to amend. The Court allowed four of the claims that were brought solely against UHC to proceed to discovery: Plaintiffs’ claim under the Rhode Island Confidentiality of Health Care Communications and Information Act, their claims for breach of express and implied contract, and their claim for breach of contract based on the theory that Plaintiffs are third-party beneficiaries of the Administrative Services Agreement between UHC and the State.

1.4. On July 22, 2024, after the exchange of informal discovery, the Settling Parties engaged in an all-day, arms-length mediation before a well-known and respected jurist and mediator, The Honorable Associate Justice Richard A. Licht, in an attempt to resolve the Litigation. While the Settling Parties made significant headway in the initial mediation session, the Settling Parties were unable to reach resolution on that mediation date.

1.5. Using the framework established during the mediation, the Settling Parties continued to engage in negotiations with the assistance of Judge Licht. Ultimately, with further assistance from Judge Licht, on November 25, 2024 the Settling Parties agreed to material terms of a settlement. Thereafter, the Settling Parties continued negotiations to formalize the terms of the settlement set forth in the present Settlement Agreement.

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<sup>1</sup> Plaintiffs’ First Amended Complaint also named Robin Kulik as a putative class member, but Ms. Kulik did not receive notice of the Data Incident.

1.6. Pursuant to the terms agreed to and set out below, this Settlement Agreement resolves all actions, proceedings, and claims asserted, or that could be or have been asserted, against Defendants arising out of or related to the Data Incident, as set forth in the release contained herein, by or on behalf of members of the Settlement Class defined herein, but excluding the rights of class members who opt out from the Settlement Class pursuant to the terms and conditions herein.

1.7. Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Amended Complaint filed in the Litigation, have merit. Representative Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through additional motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, particularly in an area of law that remains in a state of development, and thus brings with it a level of uncertainty, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are highly experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Settlement Class Counsel have thoroughly examined the law and facts relating to the matters at issue, the claims of Plaintiffs and the Settlement Class, and Defendants' potential defenses, including conducting independent investigation and conferring with counsel for Defendants on discovery related matters, as well as an assessment of the merits of expected arguments in a motion for class certification, motions for summary judgment, and, perhaps ultimately, a trial on the merits. Based on this analysis and investigation, Representative Plaintiffs and Settlement Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important and certain benefits as expediently as possible. They have determined that the settlement set forth in this Settlement

Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class.

1.8. Defendants deny each and all of the claims and contentions alleged against them in the Litigation. Defendants deny all wrongdoing or liability associated with the Data Incident alleged, or which could be or have been alleged, in the Litigation. Nonetheless, Defendants have concluded that succeeding in the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Defendants that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice and without costs except as to those Settlement Class Members who timely opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

## **2. DEFINITIONS**

As used in this Settlement Agreement, the following terms have the meanings specified below:

2.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Settlement Agreement.

2.2 “Agreement” or “Settlement Agreement” or “Settlement” means this Class Action Settlement Agreement and Release.

2.3 “Approved Claims” means valid Settlement Claims approved by the Claims

Administrator or found to be valid, as set forth below.

2.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel for their fees, costs, and expenses in connection with the Litigation.

2.5 “Award” means the amount remitted by the Claims Administrator out of the Settlement Fund to each Settlement Class Member for Approved Claims, as provided in Paragraph 4.2 of this Settlement Agreement.

2.6 “Claims Administration” means the processing and payment of claims received from members of the Settlement Class by the Claims Administrator.

2.7 “Claims Administrator” means Simpluris, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation.

2.8 “Claims Deadline” means the deadline by which Settlement Class Members must submit any valid Settlement Claims, which the Settling Parties propose be 90 days after the Notice Deadline. Settlement Claims submitted by mail must be postmarked by the Claims Deadline and, if filed electronically, must be submitted by the Claims Deadline. Settlement Claims submitted after the Claims Deadline will not be timely and will not qualify for approval and will be rejected.

2.9 “Claim Form” means the claim form to be used by members of the Settlement Class to submit a Settlement Claim, substantially in the form as shown in **Exhibit A** to this agreement.

2.10 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the Notice Deadline through the Claims Deadline, which the Settling Parties propose be 90 days.

2.11 “Class Notice” means the notice of settlement that is contemplated by this Settlement Agreement, and which shall include the Long Notice and Summary Notice, as approved

by the Court.

2.12 “Data Incident” means the ransomware attack discovered by RIPTA on August 5, 2021 that was disclosed to potentially impacted individuals, as alleged in the class action complaints filed by Representative Plaintiffs, whereby an unauthorized actor accessed certain individuals’ Private Information.

2.13 “Documented Time” means time spent by a Settlement Class Member remedying issues related to the Data Incident with submission of a claim and supporting documentation. Documented Time may include: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted financial, or other accounts; (iii) contacting a financial institution or other entity to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Incident, its impact, or how to protect themselves from harm due to the Data Incident.

2.14 “Effective Date” means the first business day after which all of the events and conditions specified in Paragraph 2.15 below for the Final Approval Order to become Final have occurred or have been met; provided, however, that no Party has exercised its right of termination as provided for in this Agreement.

2.15 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding

the above, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

2.16 "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Settlement Agreement and the proposed settlement of the Litigation.

2.17 "Final Approval Order and Judgment," "Final Approval Order," or "Judgment" means the Court's Final Approval Order and Judgment, which, among other things, approves this Settlement Agreement and the settlement as fair, adequate, and reasonable, enters the Judgment, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

2.18 "Initial Funding Date" means the date, which is no later than thirty (30) days after an Order granting preliminary approval of the Settlement Agreement and receipt of all payment instructions, including receipt of W-9(s), in which Defendants will cause a cash payment to be made in the amount of \$100,000 into a Qualified Settlement Fund to be used to fund Class Notice and Claims Administration.

2.19 "Final Funding Date" means the date, which is no later than thirty (30) days after the Final Approval Order and Judgment in which Defendants will cause a cash payment to be made in the amount of \$250,000 into a Qualified Settlement Fund to be used to fund all costs of Approved Claims and any additional Class Notice, Service Awards, and Claims Administration. Should the total dollar value of all claims approved by the Claims Administrator exceed \$350,000, Defendants shall cause to be made an additional cash payment in the amount not to exceed \$25,000 to the Qualified Settlement Fund to be distributed to approved claimants.

2.20 "Notice Deadline" means the date by which the Notice Program shall commence,



which the Parties propose be thirty (30) days after the entry of the Preliminary Approval Order.

2.21 “Notice Program” means the notice program described in Section 6.

2.22 “Objection Deadline” means the date by which Settlement Class Members must submit any objection to the Settlement Agreement. The Objection Deadline, i.e., the date by which the objection must be postmarked if mailed and/or filed with the Court, shall be sixty (60) days after the Notice Deadline.

2.23 “Opt-Out” means a Settlement Class Member: (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the Opt-Out Deadline; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

2.24 “Opt-Out Deadline” means the date by which Settlement Class Members must postmark their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline.

2.25 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

2.26 “Preliminary Approval Order” means the Court’s Order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Settlement Agreement and the settlement, and approval of the form and method of Class Notice.

2.27 “Private Information” is intended to be broadly construed and includes information

that may have been exposed, compromised, or accessed during the Data Incident, including but not limited to name, Social Security number, address, date of birth, Medicare identification number and qualification information, health plan member identification number, and claims information.

2.28 “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.

2.29 "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.

2.30 "Representative Plaintiffs" means 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.

2.31 "Request for Exclusion" means a fully completed and properly executed written

request that is timely delivered to the Claims Administrator by a Settlement Class Member under Section 7 of this Settlement Agreement and: (a) if mailed, is postmarked on or before the Opt-Out Deadline; or (b) if it is submitted through the settlement website, it is submitted on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement Class Member's full name, address, and telephone number; (b) state the name and number of this case, *Morelli, et al. v. Rhode Island Public Transit Authority, et al.*, No. PC-2022-6145; (c) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (d) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one unique request is required for every Settlement Class Member seeking exclusion.

2.32 "Service Award" means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs.

2.33 "Settlement Class Counsel" means: 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.

2.34 "Settlement Class Member(s)" means all persons meeting the definition of the Settlement Class set forth in Paragraph 3.1 who did not timely opt-out of the Settlement pursuant to Section 7.

2.35 "Settlement Fund" means the three-hundred and fifty thousand dollars (\$350,000) that Defendants shall cause to be paid pursuant to Section 4 of this Agreement.

2.36 “Settling Parties” means, collectively, RIPTA, UHC and Representative Plaintiffs, individually and on behalf of the Settlement Class.

2.37 “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, which will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Settlement Claim online.

2.38 “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.

2.39 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

### **3 SETTLEMENT CLASS**

3.1 For settlement purposes only, the Settling Parties agree that the Court should certify the following Settlement Class 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.

3.2 Excluded from the Settlement Class are the Court and all members of the Court's staff, and persons who timely and validly request exclusion from the Settlement Class.

3.3 For settlement purposes only, Plaintiffs shall also seek, and Defendant shall not oppose, 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 Settlement Class Counsel and appointment of Representative Plaintiffs.

### **4 SETTLEMENT CONSIDERATION AND BENEFITS**

4.1 *Defendants' Obligations.* In consideration for the releases contained in this Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Defendants will perform all the following:

4.2 Defendants shall cause to be funded a Qualified Settlement Fund ("Settlement Fund") in the total amount of \$350,000 in two installments as set forth in Paragraphs 2.18 and 2.19. Should the total dollar value of all claims approved by the Claims Administrator exceed \$350,000, Defendants shall cause to be made an additional cash payment in the amount not to exceed \$25,000 to the Qualified Settlement Fund to be distributed to claimants as set forth in Paragraph 2.19. The Claims Administrator shall pay all costs of the Class Notice, Claims

Administration, Service Awards, and Approved Claims from the Settlement Fund. If the Court does not grant final approval of the Settlement Agreement or the Settlement does not become Final pursuant to Paragraph 2.15, any remaining portion of the Settlement Fund shall be returned to Defendants. The Settlement Fund represents the total extent of the Released Parties' monetary obligations under this Settlement Agreement. The Claims Administrator shall be responsible for all tax filings with respect to the Settlement Fund. The timing of payment by Defendants into the Settlement Fund is also contingent upon the receipt of the necessary documentation from Simpluris for the Settlement Fund by the date that the Preliminary Approval Order or Final Approval Order is issued. If Defendants do not receive this documentation, the Settlement Fund payment shall be made within 30 days after Defendants receive this documentation.

4.3 *Monetary Settlement Benefits.* Settlement Class Members may make a Settlement Claim for reimbursement of documented ordinary losses, lost time, and/or reimbursement for extraordinary losses, as further described below.

4.3.1 *Documented Ordinary Losses.* Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Data Incident, up to \$1,000.00 per claimant ("Ordinary Losses"). Ordinary Losses may include unreimbursed losses relating to bank fees, credit and debit card cancellation or replacement fees, declined payment fees, overdraft fees, returned check fees, costs to replace a driver's license, state identification card or Social Security number, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and fees for credit reports, credit monitoring, or other identity theft

insurance product purchased between August 5, 2021 and the date of the Court's entry of the preliminary approval order. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses fairly traceable to the Data Incident or to mitigating the effects of the Data Incident. The Claims Administrator shall have reasonable discretion to determine whether any claimed loss is fairly traceable to the Data Security Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

4.3.2 *Attested Time Spent.* A Settlement Class Member who spent time remedying issues related to the Data Incident can receive reimbursement for up to four (4) hours of lost time at a rate of \$15 per hour with an attestation that they spent the claimed time responding to issues raised by the Data Incident. Each Settlement Class Member who submits an attestation form will be presumed to have lost at least one hour of time spent as a result of the Data Incident but may submit an attestation seeking up to the maximum four (4) hours. Time spent may include: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating



suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a financial institution or other provider to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Incident, its impact, or how to protect themselves from harm due to the Data Incident.

4.3.3 *Documented Extraordinary Losses.* Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Data Incident, up to a maximum of \$7,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation, provided that the loss is an actual, documented, and unreimbursed cost, expense, loss or charge incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information ("Extraordinary Loss"). The loss must have occurred between August 5, 2021 and the date of the Court's entry of the Preliminary Approval Order. The Settlement Class Member must have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive reimbursement for any Extraordinary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation.

4.3.4 Settlement Class Members who elect to submit a claim for reimbursement of Ordinary or Extraordinary Losses must provide to the Claims

Administrator supporting information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) third-party documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the Ordinary or Extraordinary Loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Ordinary or Extraordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

4.3.5 If, after the Effective Date, the total dollar value of Approved Claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses exceeds the amount remaining in the Settlement Fund necessary to cover Approved Claims, Service Awards, Class Notice and Claims Administration costs, the payment amount for Approved Claims shall be reduced *pro rata* among all Settlement Class Members who submitted Approved Claims. Alternatively, if there is a portion of the Settlement Fund remaining after payment of Approved Claims, Service Awards, Class Notice and Claims Administration costs, this "Net Settlement Amount" will be distributed *pro rata* among all Settlement Class Members who timely submitted an Approved Claim or, if too little money remains to make such additional payment, the money will be donated to a mutually agreeable *cy pres*

recipient. If the Settling Parties cannot agree on a *cy pres* recipient, such recipient shall be selected by the Court. *Pro rata* determinations shall be performed by the Claims Administrator.

4.4 *Credit Monitoring.* Defendants will provide five (5) years of 1-bureau credit monitoring to those Settlement Class Members who enroll in credit monitoring services during the claims period through the process established by the Claims Administrator, to be paid for by Defendants outside of the Settlement Fund.

4.5 *Declaration Regarding Remedial Actions.* RIPTA has provided information relating to RIPTA's changes of its policies, procedures, and practices since the Data Incident ("RIPTA Mediation Material"). Representative Plaintiffs have deemed the RIPTA Mediation Material to be sufficient and have further agreed to maintain this information on a "highly-confidential/attorneys' eyes only basis." By Court order dated December 18, 2024, the Court ordered that the RIPTA Mediation Material remain highly-confidential/attorneys' eyes only until further order of the Court.

4.6 *Reasonable Due Diligence.* The Settling Parties exchanged pre-mediation information that permitted them to conclude that the settlement is fair and adequate. To the extent that a Settling Party receives a request for information from a putative class member, Representative Plaintiffs and Defendants will confer in good faith about what information, if any, should be provided in response to that request.

## **5. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

5.1 No later than March 7, 2025, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order ("Motion for Preliminary Approval"). A proposed Preliminary Approval Order shall be submitted with the Motion for Preliminary Approval and

shall be substantially in the form set forth in **Exhibit B**. The Motion for Preliminary Approval shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Settlement Agreement;
- b) Preliminarily certify the Settlement Class for settlement purposes only;
- c) Preliminarily approve the terms of the Settlement Agreement as fair, adequate, and reasonable;
- d) Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;
- e) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- f) Approve the Notice Program, as set forth in Section 6 herein and set the dates for the Claims Deadline;
- g) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one attached hereto as **Exhibit C**, and a Summary Notice to be sent via First Class Mail to Settlement Class Members (“Summary Notice”), substantially similar to the one attached hereto as **Exhibit D**, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, the process and instructions for filing a Claim Form, and the date, time and place of the Final Approval Hearing;

- h) Approve a Claim Form substantially similar to that attached hereto as **Exhibit A**;
- i) Appoint Simpluris as the Claims Administrator;
- j) Set deadlines for Objections, Requests for Exclusion, a motion for attorneys' fees, and briefing in support of final approval; and
- k) Schedule the Final Approval Hearing on a date at least 120 days from the date of the Preliminary Approval Order.

5.2 Settlement Class Counsel and Defendants shall request that the Court hold a Final Approval Hearing after Class Notice is completed and at least 30 days after the Opt-Out Deadline and Objection Deadline, and at least 120 days after the date of the Preliminary Approval Order.

5.3 Settlement Class Counsel and the Representative Plaintiffs shall move for final approval on or before the deadline set by the Court.

5.4 The proposed Final Approval Order and Judgment shall be negotiated by the Settling Parties and filed with the motion for final approval, and shall, among other things:

- a) Determine the Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class for settlement purposes only;
- c) Determine that the Notice Program satisfies Rhode Island Rule of Civil Procedure 23 and due process requirements;
- d) Dismiss all claims in the Litigation with prejudice and without costs;
- e) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Settlement Agreement from asserting any of the Released Claims;

- f) Release and forever discharge Defendants and the Released Parties from the Released Claims, as provided for in this Settlement Agreement; and
- g) Reserve the Court's continuing and exclusive jurisdiction over Defendants and all Settlement Class Members (including any objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

5.5 Settlement Class Counsel shall share drafts of any memoranda in support of preliminary approval, final approval, and attorneys' fees with Defendants at least three (3) days before filing the same and shall consider any proposed edits by Defendants in good faith.

## **6. NOTICE PROGRAM**

6.1 Within ten (10) business days of the entry of the Order granting preliminary approval of the settlement, RIPTA will provide the Claims Administrator with a list of Settlement Class Members which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clauses of the United States and Rhode Island Constitutions, Rhode Island Rule of Civil Procedure 23, and be effectuated pursuant to the provisions set forth below, the costs of which shall be deducted from the Settlement Fund. The Claims Administrator must securely maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than RIPTA.

6.2 Class Notice shall be provided to the Settlement Class as follows:

6.2.1 On or before the Notice Deadline, the Claims Administrator shall send the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to Settlement Class

Members. Within twenty (20) days after sending such mail, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

6.2.2 On or before the Notice Deadline, the Claims Administrator shall establish the Settlement Website that includes this Settlement Agreement, the Long Notice, the Claim Form approved by the Court, and other relevant case-related documents as agreed by the Settling Parties. Settlement Class Counsel shall propose the format and content of the Settlement Website for approval by the Defendants' Counsel, which shall not be unreasonably withheld. The Claims Administrator shall maintain and update the website throughout the Claims Period as needed. The Claims Administrator will also post on the Settlement Website copies of the motion for final approval of the Settlement Agreement, and the motion for an Attorneys' Fees and Expenses Award and a Service Award. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days following the Effective Date.

6.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of due process and Rule 23 of the Rhode Island Rules of Civil Procedure.

6.4 The Long Notice, Summary Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

6.5 Prior to the Final Approval Hearing, Settlement Class Counsel shall cause to be

filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

## **7. OPT-OUT PROCEDURES**

7.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely submit a written Request for Exclusion to the address designated by the Claims Administrator or online through the Settlement Website.

7.2 To be effective, a Request for Exclusion must be postmarked no later than 60 days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

The Request for Exclusion must state:

7.2.1 the Settlement Class Member's name, address, and telephone number;

7.2.2 the name and number of this case, *Morelli, et al. v. Rhode Island Public Transit Authority, et al.*, No. PC-2022-6145;

7.2.3 contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and

7.2.4 state unequivocally the Settlement Class Member's intent to be excluded from the settlement.

7.3 Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Claims Administrator.

7.4 Within ten (10) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and



validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusion. Settlement Class Counsel may file these materials with the Court, with any Private Information other than names and mailing addresses, redacted, no later than seven (7) days prior to the Final Approval Hearing.

7.5 All persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment entered thereon.

7.5 Either Defendant shall have the right to terminate this Settlement Agreement if 100 or more Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement.

## **8. OBJECTION PROCEDURES**

8.1 Each Settlement Class Member who does not file a valid and timely Request for Exclusion may file with the Court a notice of intent to object to the Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their written objections to the Court and concurrently upon:

For Settlement Class Counsel:

Peter N. Wasylyk Esq.  
LAW OFFICES OF PETER N. WASYLYK  
1307 Chalkstone Avenue  
Providence, Rhode Island 02908

For UHC:

Gavin Reinke  
ALSTON & BIRD LLP  
1201 West Peachtree Street  
Atlanta, GA 30309

For RIPTA;

Edward J. McAndrew  
BAKER & HOSTETLER LLP  
1735 Market Street, Suite 3300  
Philadelphia, PA 19103-7501

8.2 The Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections.

8.3 All notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) the name and number of this case, *Morelli, et al. v. Rhode Island Public Transit Authority, et al.*, No. PC-2022-6145; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (v) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing or advising the objector; (vii) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) the objector's personal and original signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

8.4 To be timely, written notice of an objection in the appropriate form must be filed

or postmarked no later than the Objection Deadline.

8.5 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Section 8 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section 8.

## **9. CLAIMS ADMINISTRATION**

9.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before the Claims Deadline to be deemed timely. The determination by the Claims Administrator of the validity or invalidity of all Settlement Claims shall be binding. The Claims Administrator shall periodically provide Settlement Class Counsel and Defendants' counsel with reports as to both settlement claims and distribution, and they shall have the right to obtain and review supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

9.2 For each settlement claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including but not limited to information required under Section 4 to establish an Approved Claim. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the settlement claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

9.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator may request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a settlement claim. The Claims Administrator shall make any requests for additional information within twenty-one (21) days after the Claims Filing Deadline. If a Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's settlement claim, and the claimant will not be entitled to an Award.

9.4 After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each settlement claim. If, after review of the settlement claim and all documentation submitted by the claimant, the Claims Administrator determines that such a settlement claim is valid, then the settlement claim shall be paid within the time period provided in this Section. If the settlement claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim.

9.5 No Person shall have any claim against the Claims Administrator, Defendants, the Released Parties, their counsel, Settlement Class Counsel, and/or the Representative Plaintiffs based on the adjudication of claims by the Claims Administrator or the distribution of claims benefits to Settlement Class Members.

9.6 The Claims Administrator shall agree to hold the Settlement Funds in an interest-

bearing Qualified Settlement Fund account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest date possible. The Claims Administrator shall prepare any required tax returns and pay any taxes owed by the Settlement Fund out of the Settlement Fund.

9.7 The Claims Administrator will send funds for Approved Claims within the later of sixty (60) days after the Effective Date or thirty (30) days after all disputed claims have been resolved. No distributions will be made without prior written authorization from the Settling Parties. Award checks shall be valid for a period of 180 days from issuance, and shall state, in words or substance, that the check must be cashed within 180 days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. No later than 190 days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

9.8 All Settlement Class Members who fail to timely submit a valid Settlement Claim hereunder within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving an Award pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order and Judgment.

9.9 If there is any balance remaining in the Settlement Fund ninety (90) days after the Claims Administrator completes the process for stopping payment on any award checks that remain uncashed, the Settling Parties agree that, subject to Court approval, any remaining funds will be distributed to a mutually agreeable *cy pres* recipient or, in case the Settling Parties cannot agree upon such recipient, to a recipient selected by the Court. The remainder funds distributed pursuant to this Paragraph shall not be considered unclaimed property under the laws of Rhode Island or any other state.

## **10. RELEASES**

10.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, whether or not they have received a Service Award, will be deemed by operation of this Settlement Agreement and by operation of the Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Defendants and the Released Parties from any and all of the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement Agreement as provided herein) in which any of the Released Claims are asserted.

10.2 Upon entry of the Final Approval Order and Judgment, each Settlement Class Member, including Representative Plaintiff, shall be barred from initiating, asserting, or prosecuting against Defendants and any Released Parties any claims that are released by operation of the Settlement Agreement and the Final Approval Order and Judgment.

10.3 The Settling Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

**11. SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFF'S SERVICE AWARD**

11.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees and their reasonable costs and expenses not to exceed \$237,500.00, to be paid outside of the Settlement Fund. Defendants will not object to Settlement Class Counsel's request for Attorneys' Fees and Expenses Award, unless Settlement Class Counsel's request exceeds the terms outlined in this Settlement Agreement.

11.2 Settlement Class Counsel will also request from the Court a Service Award for the Representative Plaintiffs not to exceed \$1,500.00 each, to be paid solely from the Settlement Fund. Defendants will not object to Representative Plaintiffs' request for Service Award payments, unless Representative Plaintiffs' request exceeds the terms outlined in this Settlement Agreement.

11.3 Within thirty (30) days after the Effective Date, the Claims Administrator shall pay any Service Award from the Settlement Fund to an account designated by Settlement Class Counsel.

11.4 Within thirty (30) days after the Effective Date and receipt of all payment instructions, including receipt of W-9, Defendants shall cause to be paid any Attorneys' Fees and Expenses Award to one account designated by Settlement Class Counsel. Settlement Class Counsel shall have sole discretion in allocating such attorneys' fees and costs, and distributing to each participating firm an allocated share of such attorneys' fees and costs to that firm. Defendants shall have no responsibility or liability for distribution of attorneys' fees or costs among participating firms.

11.5 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

11.6 Except for the Attorneys' Fees and Expenses Award, Defendants shall not be liable for any attorneys' fees and expenses of any Representative Plaintiffs' counsel in the Litigation.

## **12. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

12.1 The Parties' willingness to settle this Litigation on a class action basis and to agree to the accompanying certification of the Settlement Class for settlement purposes is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, the Settling Parties have the right to terminate this Settlement Agreement, declare it null and void, with no further obligations under this Settlement Agreement, unless each of the following conditions occur:



- a) The Court has entered a Preliminary Approval Order without material change to the Parties' proposed Preliminary Approval Order attached as **Exhibit [[X]]**; and
- b) The Court enters a Final Approval Order and Judgment without material change to the Parties' proposed Final Approval Order and Judgment attached as **Exhibit [[X]]**; and
- c) The Effective Date has occurred; and
- d) Neither Defendant exercises its right to terminate this agreement should the threshold number of Opt-Outs exceed that contemplated in Paragraph 7.5.

12.2 If all of the conditions in Paragraph 12.1 are not fully satisfied and the Effective Date does not occur, this Settlement Agreement may be terminated by any Settling Party by serving on counsel for the other Parties and filing with the Court a written notice of termination within fourteen (14) calendar days' notice before becoming effective.

12.3 In the event that the Settlement Agreement is not approved by the Court, the Settlement Agreement is terminated in accordance with the terms of Paragraph 12.2, or the Effective Date is otherwise 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any requested Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Settlement Agreement.

### **13. MISCELLANEOUS PROVISIONS**

13.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Settlement Agreement, including taking all steps and efforts contemplated by this Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

13.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement was negotiated and mediated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

13.3 The Settlement Agreement, where or not consummated, and any proceeding taken pursuant to it, is for settlement purposes only and entered into solely for the purpose of avoiding possible future expenses, burdens, or distractions of litigation, and Defendants and the Released Parties deny any and all wrongdoing. Defendants and the Released Parties deny all liability to the

Representative Plaintiffs and Settlement Class Members, deny all of the claims made in the Litigation, deny all allegations of wrongdoing made in any of the complaints in this Litigation, and deny that the Representative Plaintiffs and Settlement Class Members suffered any losses. This Settlement Agreement, and the discussions between the Parties preceding it, shall in no event be construed as, or may be deemed to be evidence of, (a) the validity or lack thereof of any Released Claim or of any wrongdoing or liability of any of the Released Parties; or (b) any fault or omission of any of the Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

13.5 The Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Settlement Agreement shall be binding upon each of the Settling Parties to this Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

13.6 The Settlement Agreement shall be considered to have been negotiated, executed

and delivered, and to be wholly performed, in the State of Rhode Island, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Rhode Island without giving effect to Rhode Island's choice of law principles.

13.7 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

13.8 The individuals signing this Settlement Agreement on behalf of Defendants represent that they are fully authorized by Defendants to enter into, and to execute, this Settlement Agreement on their behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendants on behalf of Representative Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

13.9 The terms of the Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Settlement Agreement. None of the Settling Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any

provision to be construed against the drafter.

13.10 The Settling Parties agree that this Settlement Agreement, and the Final Order following from the Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

13.11 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision to the extent the Parties do not exercise their right to terminate under Section 12.

13.12 All notices or formal communications under this Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiffs and the Settlement Class:

Peter N. Wasylyk Esq.  
LAW OFFICES OF PETER N. WASYLYK  
1307 Chalkstone Avenue  
Providence, Rhode Island 02908

For UHC:  
Gavin Reinke  
ALSTON & BIRD  
1201 West Peachtree Street  
Atlanta, GA 30309

For RIPTA;  
Edward J. McAndrew  
BAKER & HOSTETLER LLP  
1735 Market Street, Suite 3300  
Philadelphia, PA 19103-7501

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described

in this Paragraph.

13.12.1 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the day set forth below:

DATED: January \_\_, 2025

Signed by:  
By:   
C468189C1C5F400...  
Title: \_\_\_\_\_

Rhode Island Public Transit Authority

Signed by:  
By:   
1111C80856F941A  
Edward J. McAndrew  
**BAKER & HOSTETLER LLP**  
1735 Market Street, Suite 3300  
Philadelphia, PA 19103-7501  
emcandrew@bakerlaw.com  
Tel: (215) 568-3100

*Attorney for Rhode Island Public Transit Authority*

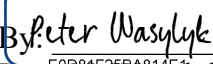
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By:   
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Title: \_\_\_\_\_

United Healthcare of New England, Inc.

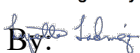
Signed by:  
By:   
8F78A79CE6214E6...  
Gavin Reinke  
**ALSTON & BIRD**  
1201 West Peachtree Street  
Atlanta, GA 30309  
Gavin.Reinke@alston.com  
Tel: (404) 881-4828

*Attorney for United Healthcare of New England, Inc.*

DATED: January \_\_, 2025

DocuSigned by:  
By:   
E0D81F268A814E1  
Peter N. Wasyluk Esq.  
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E07225FAC9214541  
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54B9C79A80DB4157  
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Cooperating Counsel, ACLU Foundation of Rhode Island

*Attorneys for Representative Plaintiffs and Settlement Class*