

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement, dated July 28, 2023, is made and entered into by and among the following Settling Parties (as defined below): Steven Hassell and Jerome Raniell (collectively, “Plaintiffs”) and Spear Wilderman, P.C. (“Defendant” and together with Plaintiffs, the “Parties” or “Settling Parties”). The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

INTRODUCTION

This Settlement resolves a nationwide consumer class action brought by Plaintiffs on behalf of themselves and a purported class of similarly situated individuals.

I. PROCEDURAL BACKGROUND

The case arises from the alleged compromise of personal identifying information (“PII”) and protected health information (“PHI”) (collectively “Private Information”) as a result of a ransomware attack Defendant experienced on or around May 2021 (the “Data Incident”). Plaintiffs and Class Members (as defined below) include individuals whose Private Information may have been accessed during the Data Incident. In response to the Data Incident, Defendant sent a Notice Letter (“Notice Letter”) to each potentially impacted individual providing a description of the type of Private Information involved. The potentially accessed information may have included: full names, driver’s license or state ID number, passport number, date of birth, medical diagnosis/treatment information, financial account information and/or Social Security Number.

In response, class actions were filed in two jurisdictions: *Raniell v. Spear Wilderman*, No. 23-cv-01442 (E.D. Pa.) (Filed Apr. 14, 2023) and *Hassell v. Spear Wilderman*, Case ID 230401942

(Phila. C.P.) (Filed Apr. 19, 2023).

In their CAC, filed July 28, 2023, Plaintiffs, collectively, alleged individually and on behalf of a nationwide Class that, as a direct result of the Data Incident, Plaintiffs and Class Members suffered numerous injuries and would likely suffer additional harm into the future. Plaintiffs alleged that Class Members suffered the following categories of harms: (a) loss of privacy; (b) financial costs associated with the prevention, detection, and recovery from actual or potential future identity theft; (c) loss of time and loss of productivity incurred mitigating actual and potential future identity theft; (d) anxiety, emotional distress, and other economic and non-economic losses; (e) diminution of value of their PII and PHI; and (f) statutory damages.

Plaintiffs, individually and on behalf of other members of the proposed nationwide class, collectively asserted claims for (i) negligence and negligence *per se*; (ii) Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*; (iii) breach of fiduciary duty/confidences; and (iv) declaratory relief.

II. MEDIATION

Recognizing the risk and expenses of prolonged multidistrict litigation, the Parties agreed to pursue informal discovery and mediation. After Defendant produced informal discovery regarding the scope and nature of the Data Incident, and following several pre-mediation meetings and negotiations, on June 8, 2023, the parties engaged in a mediation session with Bennett Picker of Stradley Ronon Stevens & Young. The mediation resulted in a proposed nationwide settlement relating to the Data incident on behalf of impacted individuals. The agreed resolution and settlement are memorialized in this Settlement Agreement.

Pursuant to the terms identified below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against

Defendant and the Released Persons (as defined below) relating to the Data Incident and this Litigation, by and on behalf of Plaintiffs and Class Members.

III. CONFIRMATORY DISCOVERY

Before entering into this Settlement Agreement, and in response to informal discovery requests for settlement purposes from Plaintiffs, Defendant produced informal discovery that addressed the estimated class size, the manner and mechanism of the Data Incident, and available insurance coverage. In addition, Plaintiffs received assurances that Defendant would maintain reasonable information security policies for a period of 2 years following the execution of this Agreement.

IV. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Plaintiffs and Proposed Class Counsel (as defined below) believe the claims asserted in the Litigation, as set forth in the CAC against Defendant, have merit. Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion practice, discovery, class certification, trial, and potential appeals. Plaintiffs and Proposed Class Counsel have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Class Counsel are experienced in class action litigation and, in particular, data breach and privacy litigation, and have previously served as lead counsel in other data breach class actions through final approval. Plaintiffs and Proposed Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class Members.

V. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged against them in the CAC. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged. Nonetheless, Defendant has concluded that further conduct of litigation would be protracted and expensive, and that it is desirable that this matter be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has considered the uncertainty and risks inherent in any litigation and in this matter. Defendant has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Class Members, Proposed Class Counsel, and Defendant that, subject to the approval of the Court, the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Class Members, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Administration Fees” shall mean the fees, costs and other expenses incurred for Settlement Administration, as defined below.

1.2 “Agreement” or “Settlement Agreement” means this agreement.

1.3 “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.4 “Claim Form” means the form that will be used by Class Members to submit a Claim to the Settlement Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Date (as defined below). The Claims Deadline shall clearly be set forth in the order granting Preliminary Approval of the Settlement, as well as in the Notice and on the Claim Form.

1.6 “Class” means all persons whose Private Information was actually or potentially accessed or acquired during the Data Incident that is the subject of the Notice of Data Breach on or around November 16, 2022. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; (iii) Defendant and its affiliates, parents, subsidiaries, officers, and directors; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. This exclusion does not apply, and should not be read to apply, to those employees and shareholders of Defendant and its Related Entities who received notification regarding the Data Incident.

1.7 “Class Member(s)” means any Person or Persons who falls within the definition of the Class.

1.8 “Court” means the Court for the Philadelphia Court of Common Pleas.

1.9 “Data Incident” means the data security incident Defendant experienced on or about May 7, 2021, that involved an unauthorized third-party accessing Defendant’s network and computer systems and potentially accessing the Private Information of Plaintiffs and the Class Members.

1.10 “Dispute Resolution” means the process for resolving disputed Claims as set forth in this Agreement.

1.11 “Effective Date” shall mean the date when the Settlement Agreement becomes Final, which is 30 days after the Court’s grant of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will be 30 days from when the appeal is decided and a Judgment is entered in this case.

1.12 “Escrow Account” means the account opened by the Settlement Administrator.

1.13 “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 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its 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 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.

1.14 “Final Approval Order” is the order through which the Court grants final approval of class action settlement and finds that this settlement is fair, reasonable, and adequate.

1.15 “Judgment” means a judgment rendered by the Court.

1.16 “Litigation” means this consolidated case, Case ID 230401942, pending in this Court against Defendant.

1.17 “Long Notice” means the long-form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.18 “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set for in this Settlement Agreement and **Exhibits B and D** and is consistent with the requirements of Due Process.

1.19 The “Notice Date” means 30 days after the entry of the Preliminary Approval Order, which is the date that Notice will be sent to Class Members.

1.20 “Objection Date” means the date by which Class Members must file with the Court through the Court’s electronic case filing (“ECF”) system and mail to Class Counsel and counsel for Defendant their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be 60 days after the Notice Date.

1.21 “Opt-Out Date” means the date by which Class Members must mail to the Settlement Administrator their requests to be excluded from the Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be 60 days after the Notice Date.

1.22 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or 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, predecessors, successors, representatives, or assignees.

1.23 “Plaintiffs” and/or “Class Representatives” mean Jerome Raniell and Steven Hassell.

1.24 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit C**.

1.25 “Proposed Class Counsel” and “Class Counsel” shall mean Kenneth J. Grunfeld of Golomb Spirt Grunfeld, P.C.; Joseph M. Lyon of The Lyon Firm; and Charles E. Schaffer of Levin Sedran & Berman.

1.26 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action, whether or not asserted, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages,

statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Persons based on, relating to, concerning or arising out of the alleged Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of any Person who has timely excluded themselves from the Class.

1.27 “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendant’s and these entities’ respective predecessors, successors, directors, officers, shareholders, employees, principals, agents, attorneys, providers, customers, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.28 “Released Persons” means Defendant and its Related Entities and each of its past or present parents, subsidiaries, divisions, departments, and related or affiliated entities, and each of their respective predecessors, successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees, officers, employees, representatives, shareholders, consultants,

advisors, accountants, partners, vendors, customers, principals, agents, attorneys, insurers, and reinsurers.

1.29 “Residual Funds” pursuant to Pa. R.C.P. 1701(a) defines residual funds as “funds that remain after the payment of all approved class member Valid Claims, expenses, litigation costs, attorney fees, and all other court approved disbursements to implement relief granted [in the class action].” The funds remaining in the Settlement Fund after distribution and the time for cashing and/or depositing checks has expired will be Residual Funds. 100% of the Residual Funds will be sent to the Pennsylvania IOLTA Board.

1.30 “Service Awards” shall have the meaning ascribed to it as set forth in ¶7.3 of this Settlement Agreement. The Service Awards requested in this matter will be \$2,500.00 to each Class Representative, to be paid from the Settlement Fund, subject to court approval and will be in addition to any other Settlement benefits Plaintiffs may receive. The Service Awards shall be paid using and through the Settlement Fund.

1.31 “Settlement Administration” means the processing and payment of claims received from Class Members by the Settlement Administrator.

1.32 “Settlement Administrator” means KCC Class Action Services LLC (“KCC”), which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.33 “Settlement Fund” means a non-reversionary common fund to be funded by Defendant in the amount of eight hundred thousand dollars (\$800,000.00) which shall be deposited into the Escrow Account.

1.34 “Settling Parties” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Class and all Released Persons.

1.35 “Short Notice” means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where recipients may view, *inter alia*, the Long Notice and make a claim for monetary relief. The Short Notice will also inform Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing (as defined below).

1.36 “United States” as used in this Settlement Agreement means the United States of America and includes all of its States, the District of Columbia and all territories.

1.37 “Unknown Claims” means any of the Released Claims that any Class Member, including any Plaintiff, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law) which is similar, comparable, or equivalent to California Civil 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.

Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.38 “Valid Claims” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Claimed Benefits: All Class Members shall have the opportunity to submit a Claim Form for certain Claimed Benefits either through the settlement website or by hand to a designated Post Office box established by the Settlement Administrator. The Claimed Benefits, as described below, shall include: (a) Pro-Rata Cash Payment; and (b) Out-of-Pocket-Expense Claims.

- a) Pro-Rata Cash Payments. Subject to Paragraph C below, Class Members may submit a claim for a cash payment of \$125.00 for, among other things, time spent addressing issues related to the Data Incident by providing an attestation that the actions taken were in response to the Data Incident and the time associated with the actions.

- b) Out-of-Pocket Expense Claims. All Class Members who submit a valid claim are eligible to receive reimbursement for documented out-of-pocket losses, if fairly traceable to the Data Incident, up to \$1,500.00 per individual inclusive of the Cash Payment.
- c) Pro-Rata Cash Payment. After the calculation of attorneys' fees, litigation expenses, Administrative Fees and Service Awards, the Settlement Administrator will calculate the amount of the Valid Claims and will make pro rata payments on the Cash Payments to each Class Member who submits a claim. This pro rata calculation may increase or decrease the amount of the Cash Payment.

2.2 After final distribution of attorneys' fees, Class Counsel's litigation expenses, Administrative Fees, Service Awards and Valid Claims, the Settlement Administrator will report to counsel the amount of uncashed payments remaining for counsel to determine the appropriate way to distribute all Residual Funds to the Pennsylvania IOLTA Board, with the Court's approval.

2.3 Business Practices Changes & Confirmatory Discovery. Plaintiffs have received assurances that for a period of 2 years following the execution of this Agreement, Defendant agrees to maintain reasonable information security policies ("Security Policies"). Actual costs for the maintenance of the Security Policies will be paid by Defendant separate and apart from the Settlement Fund.

2.4 Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket-Expense Claims;

(3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (4) the claimant timely submitted his or her Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Settling Parties (one Plaintiffs' lawyer shall be designated to fill this role for all Plaintiffs). If, upon meeting and conferring, the Settling Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination on the Claim validity.

2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.

2.4.2 Following timely receipt of additional information pursuant to a request by the Settlement Administrator under ¶ 2.4.1, the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any

further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

2.4.3 Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a pro rata increase or decrease.

2.5 Settlement Expenses. All costs for Notice to the Class Members as required under ¶ 3.2, Administrative Fees under ¶ 1.1 and the costs of Dispute Resolution described in ¶ 2.4, shall be paid out of the Settlement Fund.

2.6 Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, this Settlement Agreement and the certification of the Class provided for herein will be vacated and the Litigation shall proceed as though the Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. **Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall jointly submit this Settlement Agreement to the Court, and Interim Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit C** in both terms and cost, requesting, *inter alia*:

- a) certification of the Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Class Counsel as Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Notice to be emailed (if email address is known) or mailed to Class Members in a form substantially similar to the one attached as **Exhibit D** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for how to obtain the Automatic Benefits, the process and instructions for

making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) approval of a Claim Form to be used by Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement; and
- h) appointment of KCC as the Settlement Administrator.

The Preliminary Approval Order, Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of notice without additional approval from the Court. Any changes to the Preliminary Approval Order, Short Notice, Long Notice, and Claim Form that do not materially affect the substance of the Settlement Agreement that the Court may require will not invalidate this Settlement Agreement.

3.2 Costs for providing notice to the Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Administrative Fees shall be paid from the Settlement Fund. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and service awards to Class Representatives, as approved by the Court, shall also be paid from the Settlement Fund. Notice shall be provided to Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than 14 days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, email (if known) and/or mailing address of

each Class Member (collectively, “Class Member Information”) that Defendant possesses.

- b) Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website*: Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website (www.spearsettlement.com) that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; and (v) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically, and shall have a “Contact Us” page whereby Class Members can send an email with any additional questions to a dedicated

email address and send hardcopy documents to a designated Post Office box established by the Settlement Administrator.

d) *Short Notice*: 30 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator shall begin to provide notice to the Class through the following means:

- via U.S. mail to the Class Member’s postal address that Defendant provided to the Settlement Administrator. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- in the event that a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address if the Short Notice is returned as undeliverable;
- in the event that subsequent to the first mailing of a Short Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a

new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the Class Member's current address and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within 7 days of receiving such information. This shall be the final requirement for mailing.

- for each Class Members who did not receive a mailed notice, the Settlement Administrator may, if deemed necessary, send notice to each or any Class member via email to any email address Defendant provided to the Settlement Administrator (if available).
- e) Publishing, on or before the Notice Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- f) A toll-free help line with an IVR system shall be made available to provide Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- g) Contemporaneously with seeking Final Approval of the Settlement, Proposed Class Counsel and Defendant shall cause to be filed with the

Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Class may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within 30 days after entry of the Preliminary Approval Order and shall be completed within 45 days after entry of the Preliminary Approval Order.

3.4 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein, and request that the Final Fairness Hearing occur on a date that is convenient for the Court and is at least 135 days after the entry of the Preliminary Approval Order.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Person's intent to opt-out of the Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Class (hereinafter, "Opt-Outs") shall not receive any benefits of and shall not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class who do not opt-out of the Class in the manner set forth in this Agreement shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 If the Settlement Administrator receives more than 5% of the Class Opt-Outs from the Settlement, then Defendant shall have the right to terminate the Settlement Agreement in its entirety.

5. Objection Procedures

5.1 Each Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and Case ID 230401942; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly-authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Kenneth J. Grunfeld of Golomb Spirt Grunfeld, P.C.; Joseph M. Lyon of The Lyon Firm; and Charles E. Schaffer of Levin Sedran & Berman, as Class Counsel; and Edward J. McAndrew and Melissa Bilancini of Baker & Hostetler LLP, as counsel for Defendant. The objector or his or her counsel shall also file any Objection with the Court through the Court's ECF system or by submitting them to the Clerk of Court. In addition, for all objections mailed to Proposed Class Counsel and counsel

for Defendant, Class Counsel will submit them to the Court with the Motion for Final Approval of the Settlement.

5.2 Any Class Member who fails to comply with the requirements 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 Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

6. Release

6.1 Upon the Effective Date, each Class Member who did not opt out of the settlement, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims as against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Class Member, including Plaintiffs, 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 participation in the settlement as provided herein) in which any of the Released Claims is asserted. Any other claims or defenses Plaintiffs and each and all of the Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service awards to Plaintiffs, until after the substantive terms of the settlement had been agreed upon, other than that reasonable attorneys' fees, costs, expenses, and service awards to Plaintiffs as may be agreed to by Defendant and Class Counsel and as ordered by the Court shall be paid from the Settlement Fund.

7.2 Defendant agrees not to challenge a petition for an award of attorneys' fees and costs at or below 33.33% of the Settlement Fund, or approximately \$266,666.67. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel.

7.3 Subject to Court approval, Plaintiffs intend to request, and Defendant agrees not to challenge any requested service award in the amount of up to \$2,500.00 for each of the Plaintiffs as a result of Plaintiffs' time and efforts expended on behalf of the Class.

7.4 Within 30 days of the Effective Date, the Class Counsel shall be paid from the Settlement Fund all Court-approved attorneys' fees, costs and expenses and each Plaintiff shall be paid their Court-approved service award.

7.5 No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Settlement Fund

8.1 Deposits. Defendant agrees to make a payment and deposit that payment into the Settlement Fund as follows: (i) Defendant shall pay \$200,000.00 into the Settlement Fund within

30 days after this Court enters a Preliminary Approval Order, which shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment, and (ii) Defendant shall pay the balance of the Settlement Fund, \$600,000.00, within 30 days after the Effective Date. For the avoidance of doubt, and for purposes of this Settlement agreement only, Defendant's liability shall not exceed \$800,000.00, inclusive of all attorneys' fees, costs, and expenses. The timing set forth in this provision is contingent upon the receipt of a W-9 from KCC for the Settlement Fund by the date that the Court enters a Preliminary Approval Order. If Defendant does not receive this information by the date that the Court enters a Preliminary Approval Order, the payments specified in this paragraph shall be made within 30 days after Defendant receives this information.

8.2 Custody of the Settlement Fund. The Settlement Fund shall be deposited into an appropriate trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to the Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

8.3 Treasury Regulations and Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund ("QSF") within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date

possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

8.4 Taxes. All taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

9. Administration of Claims

9.1 The Settlement Administrator shall administer and calculate the Claims submitted by Class Members. Class Counsel and Defendant shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator’s

determination of whether a Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process.

9.2 Payment of Valid Claims shall be made within 60 days of the Effective Date. Settlement Class Members may choose to be paid via electronic payment (e.g., Venmo), pre-paid credit card, or check.

9.3 All Class Members who fail to timely submit a Valid Claim for any benefits 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 any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

9.4 No Person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Plaintiffs, and/or Defendant's counsel based on distributions of benefits to Class Members.

10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) Defendant has not exercised their option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- b) the Court has entered the Judgment granting final approval to the settlement and certification of the Class as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.13.

10.2 If all conditions specified in ¶ 1.13 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within 10 days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

10.4 In the event that the Settlement Agreement including the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation 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 Settling Party's counsel, 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 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 attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Class, Settlement Administration, and Dispute Resolution and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous Provisions

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 In the event that the aggregated amount of payments of all Valid Claims (i.e., \$125 Pro Rata Cash Payment and Out-of-Pocket Expense Claims) exceeds the total amount of the Settlement Fund, then the value of the payments to be paid to each Class Member making a Valid Claim shall be reduced on a pro rata basis, such that the aggregate value of all payments for all claims does not exceed the Settlement Fund (after payment of all Settlement Administration Costs and Expenses, Attorneys' Fees, Expenses, and Service Awards). All pro rata reduction determinations shall be made by the Settlement Administrator.

11.3 The Settling Parties intend this settlement to be a final and complete resolution of all claims and disputes between them with respect to the Data Incident and this Litigation. The settlement compromises claims, including but not limited to all Released 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 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. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

11.4 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or

the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment 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.

11.5 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.

11.6 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

11.7 This Settlement Agreement, including all exhibits hereto, contains the entire understanding between Defendant and Plaintiffs, individually and on behalf of the Class and all Released Entities, regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Parties.

11.8 Class Counsel, on behalf of the Class, and Defendant's counsel, on behalf of Defendant, are expressly authorized to take all appropriate actions required or permitted to be taken by the Parties pursuant to the Settlement Agreement to effectuate its terms, and also are expressly

authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Parties which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

11.9 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

11.10 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.

11.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

11.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

11.13 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, them, or it.”

11.14 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Pennsylvania, 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 Commonwealth of Pennsylvania.

11.15 All dollar amounts are in United States dollars (USD).

11.16 If a Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Class Member's right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.17 The Settlement Website shall be deactivated 180 days after the Effective Date.

11.18 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: _____
James F. Runckel

Date: _____

On behalf of Defendant Spear Wilderman, P.C.

By: _____
Edward J. McAndrew

Date: _____

Counsel for Defendant

By: _____
Steven Hassell

Date: _____

By: _____
Jerome Raniell

Date: _____

By:  _____
Kenneth J. Grunfeld
Golomb Spirt Grunfeld

Date: July 28, 2023

By: _____
Joseph M. Lyon
The Lyon Firm

Date: _____

By:  _____
Charles E. Schaffer
Levin Sedran & Berman

Date: July 28, 2023

Counsel for Plaintiffs and for the Proposed Class

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: James F. Runckel
James F. Runckel

Date: 7/28/23

On behalf of Defendant Spear Wilderman, P.C.

By: _____
Edward J. McAndrew

Date: _____

Counsel for Defendant

By: _____
Steven Hassell

Date: _____

By: _____
Jerome Raniell

Date: _____

By: _____
Kenneth J. Grunfeld
Golomb Spirt Grunfeld

Date: _____

By: _____
Joseph M. Lyon
The Lyon Firm

Date: _____

By: _____
Charles E. Schaffer
Levin Sedran & Berman

Date: _____

Counsel for Plaintiffs and for the Proposed Class

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: _____
James F. Runckel

Date: _____

On behalf of Defendant Spear Wilderman, P.C.

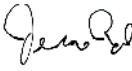
By: _____
Edward J. McAndrew

Date: _____

Counsel for Defendant

By: _____
Steven Hassell

Date: _____

By:  _____
Jerome Raniell

Date: 7/28/2023

By: _____
Kenneth J. Grunfeld
Golomb Spirt Grunfeld

Date: _____

By: _____
Joseph M. Lyon
The Lyon Firm

Date: _____

By: _____
Charles E. Schaffer
Levin Sedran & Berman

Date: _____

Counsel for Plaintiffs and for the Proposed Class

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: _____
James F. Runckel

Date: _____

On behalf of Defendant Spear Wilderman, P.C.

By: /s/ Edward J. McAndrew
Edward J. McAndrew

Date: 7/28/2023

Counsel for Defendant

By: _____
Steven Hassell

Date: _____

By: _____
Jerome Raniell

Date: _____

By: _____
Kenneth J. Grunfeld
Golomb Spirt Grunfeld

Date: _____

By: _____
Joseph M. Lyon
The Lyon Firm

Date: _____

By: _____
Charles E. Schaffer
Levin Sedran & Berman

Date: _____

Counsel for Plaintiffs and for the Proposed Class

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: _____
James F. Runckel

Date: _____

On behalf of Defendant Spear Wilderman, P.C.

By: _____
Edward J. McAndrew

Date: _____

Counsel for Defendant

By: _____
Steven Hassell

Date: _____

By: _____
Jerome Raniell

Date: _____

By: _____
Kenneth J. Grunfeld
Golomb Spirt Grunfeld

Date: _____

By: Joseph Lyon
Joseph M. Lyon
The Lyon Firm

Date: 7/28/2023

By: _____
Charles E. Schaffer
Levin Sedran & Berman

Date: _____

Counsel for Plaintiffs and for the Proposed Class

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: _____
James F. Runckel


Date: _____

On behalf of Defendant Spear Wilderman, P.C.

By: _____
Edward J. McAndrew

Date: _____

Counsel for Defendant

By:  _____
Steven Hassell

Date: 07/28/2023

By: _____
Jerome Raniell

Date: _____

By: _____
Kenneth J. Grunfeld
Golomb Spirt Grunfeld

Date: _____

By: _____
Joseph M. Lyon
The Lyon Firm

Date: _____

By: _____
Charles E. Schaffer
Levin Sedran & Berman

Date: _____

Counsel for Plaintiffs and for the Proposed Class

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+14 days
Long and Short Notices Posted on the Settlement Website	+14 days
Notice Date	+30 days
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	+53 days
Objection Date	+60 days
Opt-Out Date	+60 days
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	+70 days
Claims Deadline	+90 days
<u>Final Approval Hearing</u>	
	+135 (at minimum) from Order Granting Preliminary Approval
Motion for Final Approval	-14 days
<u>From Order Granting Final Approval</u>	
Effective Date	+30 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Attorneys' Fees and Expenses Class Representative Service Awards	+60 days
Payment of Claims to Class Members	+90 days
Settlement Website Deactivation	+180 days

EXHIBIT A

CLAIM FORM

Hassell v. Spear Wilderman, P.C., Case ID 23:0401942

The DEADLINE to submit or mail this Claim Form is: [MONTH __, 2023]

GENERAL INSTRUCTIONS

If your Private Information (such as full name, driver’s license or state ID number, passport number, date of birth, medical diagnosis/treatment information, financial account information and/or Social Security Number), was actually or potentially impacted during the 2021 Data Incident experienced by Spear Wilderman , you are a “Class Member.” If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Class Member.

As a Class Member, you are eligible to receive a cash payment and reimbursement of documented out-of-pocket expenses that are fairly traceable to the Data Incident.

CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes before the Settlement benefits are issued, you must notify the Settlement Administrator.

First Name M.I. Last Name
[Grid for name information]

Alternative Name(s)
[Grid for alternative name information]

Mailing Address, Line 1: Street Address/P.O. Box
[Grid for mailing address line 1]

Mailing Address, Line 2:
[Grid for mailing address line 2]

City: State: Zip Code:
[Grid for city, state, and zip code information]

Telephone Number (Home) Telephone Number (Mobile)
[Grid for telephone numbers]

BENEFIT SELECTION

You may select a cash payment and reimbursement for documented out-of-pocket expenses that are fairly traceable to the Data Incident.

Cash: If you wish to receive a cash payment (estimated to be \$125) for, among other things, time spent remedying issues related to the Data Incident, check the box below, provide the email address associated with your PayPal, Venmo, or Zelle account, sign, and submit or return this Claim Form. A check will be mailed to the address above or will be deposited in the PayPal, Venmo, or Zelle account provided below.

I would like to receive a Cash Payment.

The email address associated with my PayPal account is [OPTIONAL]:
[Grid for email address]

The email address associated with my Venmo account is [OPTIONAL]:
[Grid for email address]

Questions? Go to [www.\[website\].com](http://www.[website].com) or call 1-__-__-__.

EXHIBIT B

LEGAL NOTICE

If your private information was actually or potentially impacted during the 2021 Data Incident experienced by Spear Wilderman, you may be entitled to benefits from a class action settlement.

A court authorized this Notice.

1- _____
www.[website].com

Spear Wilderman Settlement
Administrator
P.O. Box _____
City, ST _____

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»
«First1» «Last1»
«CO»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

XXX

A settlement has been proposed in a class action lawsuit against Spear Wilderman, P.C. relating to the unauthorized potential disclosure of private information as the result of a ransomware attack that occurred on or around May 2021 (the “Data Incident”). Spear Wilderman denies all liability.

Who is included? Spear Wilderman’s records indicate you are included in the Settlement. The Settlement includes all U.S residents whose Private Information was actually or potentially accessed or acquired during the Data Incident that is the subject of the Notice of Data Breach on or around November 16, 2022 (“Class Members”).

What does the Settlement provide? Class Members may receive Cash Payments (approx. \$125) and reimbursement for out-of-pocket expenses (up to \$1,500 inclusive of Cash Payment).

How do I get benefits? You must complete and submit a Claim Form by **Month __, 2023**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com).

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month __, 2023**. Unless you exclude yourself from the Settlement, you will not be able to sue Spear Wilderman or its related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court’s fairness hearing. Objections are due **Month __, 2023**.

The Court’s Fairness Hearing. The Court will hold a final fairness hearing in this case (*Hassell v. Spear Wilderman, P.C.*, Case ID 23:0401942) on **Month __, 2023**, at **__:__ :00**.m. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel’s request for \$266,666.67 in attorneys’ fees and costs; and (3) \$2,500 Service Awards to each Class Representative. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

EXHIBIT C

<p>STEVEN HASSELL and JEROME RANIELL, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>SPEAR WILDERMAN, P.C.</p> <p>Defendant.</p>	<p>COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY</p> <p>MAJOR JURY CASE CIVIL ACTION -- CLASS ACTION JURY TRIAL DEMANDED</p> <p>APRIL TERM 2023</p> <p>No: 01942</p>
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[proposed] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, CERTIFYING THE SETTLEMENT CLASS, AND PROVIDING FOR NOTICE TO THE SETTLEMENT CLASS

The parties to the above-captioned action (the “Action”) filed against Spear Wilderman, P.C. (“Defendant”) have agreed to settle the Action pursuant to the terms and conditions set forth in the executed Settlement Agreement (the “Settlement”).¹

This Action arose from the alleged compromise of personal identifying information (“PII”) and protected health information (“PHI”) (collectively “Private Information”) as a result of a ransomware attack Defendant experienced on or around May 2021 (the “Data Incident”). Plaintiffs and Class Members (as defined below) include current and former clients of Defendant and parties or witnesses to a legal matter in which Defendant was involved whose Private Information was compromised in the Data Incident. In response to the Data Incident, Defendant sent a Notice Letter (“Notice Letter”) to each impacted individual providing a description of the type of Private Information involved, which may have potentially included: full names, driver’s license or state ID number, passport number, date of birth, medical diagnosis/treatment information, financial account information and/or social security number.

¹ All capitalized terms in this Order have the same meaning as defined in the Settlement, unless otherwise defined herein.

In response, class actions were filed in two jurisdictions: *Raniell v. Spear Wilderman*, No. 23-cv-01442 (E.D. Pa.) (Filed Apr. 14, 2023) and *Hassell v. Spear Wilderman*, Case ID 230401942 (Phila. C.P.) (Filed Apr. 19, 2023). In the Consolidated Amended Class Action Complaint, filed July 28, 2023, Plaintiffs, collectively, alleged individually and on behalf of a nationwide Class that, as a direct result of the Data Incident, Plaintiffs and Class Members suffered numerous injuries and would likely suffer additional harm into the future. Plaintiffs' claims for alleged damages and remedies included the following categories of harms: (a) invasion of privacy; (b) financial costs incurred mitigating the imminent risk of identity theft; (c) loss of time and loss of productivity incurred mitigating the imminent risk of identity theft (d) loss of time and loss of productivity heeding Defendant's warnings and following their instructions in the Notice Letter; (e) financial costs incurred due to actual identity theft; (f) the cost of future identity theft monitoring for the Class; (g) loss of time incurred due to actual identity theft; (h) loss of time and annoyance due to increased targeting with phishing attempts and fraudulent robo-calls; (i) deprivation of value of their PII and PHI; and (j) statutory damages.

Plaintiffs, individually and on behalf of other members of the proposed nationwide class, collectively asserted claims for (i) negligence; (ii) negligence *per se*; (iii) Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*; (iv) breach of fiduciary duty/confidences; and (v) declaratory relief.

The Parties reached the Settlement through arms' length negotiations with the assistance of an experienced and well-respected mediator, Bennett Picker, Esq. of Stradley Ronon Stevens & Young, LLP. The agreed resolution and settlement are memorialized in the Settlement Agreement.

Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiffs and the Settlement Class Members would fully, finally, and forever resolve,

discharge and release their claims in exchange for (1) Defendant paying claims made by Plaintiffs and Class Members for various losses to a maximum sum of \$800,000.00; (2) Defendant paying up to \$266,666.67 in attorneys' fees and reasonable costs and expenses to Class Counsel, subject to Court approval, to be paid separately and not subject to the maximum claim ceiling of \$800,000.00; (3) Defendant paying service awards in the amount of \$2,500.00 each to Plaintiffs Steven Hassell and Jerome Raniell, subject to Court approval; and (4) Defendant paying the settlement administration expenses, including the notice to the Settlement Class, Claims Administration, and claims Dispute Resolution.

The Settlement Agreement was filed with the Court as an attachment to Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement, and for Certification of the Settlement Class. Upon considering Plaintiffs' motion; the Settlement and all exhibits thereto; the record in these proceedings; the representations, arguments, and recommendations of counsel; and the requirements of law, the Court finds:

- a. for settlement purposes only, the proposed Settlement Class meets the requirements of Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709, and should be certified;
- b. Plaintiffs Steven Hassell and Jerome Raniell and their counsel identified below should be appointed Class Representatives and Class Counsel;
- c. the Settlement is the result of informed, good-faith, arms' length negotiations between the Parties and their capable and experienced counsel; was reached with the assistance of an experienced, highly qualified mediator; and is not the result of collusion;
- d. the Settlement is within the range of reasonableness and should be preliminarily approved;
- e. the proposed Notice Program and proposed forms of notice satisfy Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action; class certification; the terms of the Settlement; Class Counsel's intent to request

an award of attorneys' fees, litigation costs, and expenses and request Service Awards for Plaintiffs; and their rights regarding opting-out of the Settlement Class and objecting to the Settlement;

- f. KCC Class Action Services LLC Claims Administration ("KCC") should be appointed as the Notice Specialist and Claims Administrator;
- g. good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Pennsylvania Rule of Civil Procedure 1714, to assist the Court in determining whether to grant final approval of the Settlement and enter Final Judgment, and whether to grant Class Counsel's Fee Application and request for Service Awards for Plaintiffs; and
- h. the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

I. Conditional Class Certification and Appointment of Class Representatives and Class Counsel.

1. The Court finds, for settlement purposes only, that the factors delineated in Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 are present and that certification of the proposed Settlement Class is appropriate under Rule 1710. The Court, therefore, certifies the following Settlement Class:

All natural persons residing in the United States who were sent a Notice Letter notifying them that their Private Information was compromised in the Data Incident.

The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

2. The Court preliminarily concludes that, for the purposes of approving this Settlement only and for no other effect on the Action, should the proposed Settlement not

ultimately be approved or should the Effective Date not occur, the proposed Settlement Class likely meets the requirements for certification under Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709:

- a. the proposed Settlement Class is easily identifiable and so numerous that joinder of all members of the class is impracticable;
- b. there are questions of law and/or fact common to the proposed Settlement Class;
- c. Plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class;
- d. Plaintiffs will fairly and adequately represent the interests of the members of the proposed Settlement Class;
- e. common issues will likely predominate over individual issues; and
- f. Class Counsel are qualified to serve as counsel for Plaintiffs in their individual capacity as well as their representative capacity for the proposed Settlement Class.

3. The Court appoints Steven Hassell and Jerome Raniell as Class Representatives for the proposed Settlement Class.

4. The Court appoints the following firms as Class Counsel: Kenneth J. Grunfeld of Golomb Spirt Grunfeld, P.C.; Joseph M. Lyon of The Lyon Firm; and Charles E. Schaffer of Levin Sedran & Berman.

II. Preliminary Approval of the Settlement.

5. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arms' length negotiations between the Parties and their capable and experienced counsel, and was reached with the assistance of a well-qualified and experienced mediator, Bennett Picker, Esq. The Court further finds the Settlement, including

the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that:

(a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment.

III. Approval of Notice, Notice Program, Claim Form, and Direction to Effectuate Notice

6. The Court approves the form and content of Notices and Claim Form, substantially in the forms attached as Exhibits A, B, and C to the Settlement. The Court further finds the Notice Program, described in Paragraph 3.2 of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, certification of the Settlement Class, the terms of the Settlement, Class Counsel's Fee Application and request for Service Awards for Plaintiffs, and their rights regarding opting-out of the Settlement Class and objecting to the Settlement. The Notice and Notice Program constitute sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

7. The Court directs that KCC Class Action Services LLC act as the Settlement Administrator.

8. The Settlement Administrator shall implement the Notice Program, as set forth below and in the Settlement, using substantially the form of Notice and Claim Form attached as Exhibits A, B, and C to the Settlement and approved by this Order. Notice shall be provided to the Settlement Class Members pursuant to the Notice Program, as specified in Paragraph 3.2 of the

Settlement and approved by this Order. The Notice Program shall include the mailed Short Notice and the Long Notice posted on the Settlement Website, as set forth in the Settlement and below.

A. Mailed Notice Program

9. The Settlement Administrator shall administer the Mailed Notice Program. Within fourteen (14) days from the date the preliminary approval order is entered, Defendant will provide the names, email addresses (if known), and last known addresses of persons within the Settlement Class (“Class Member Information”) to the Settlement Administrator. Within thirty (30) days from the date the Preliminary Approval Order is entered, the Settlement Administrator shall mail the Short Notice to the postal address provided to Defendant by Settlement Class Members when the Settlement Class Members conducted transactions with Defendant, or other reasonable alternative means.

10. The Settlement Administrator shall provide Class Counsel and Defendant’s counsel an affidavit confirming the Mailed Notice was completed in a timely manner. Class Counsel shall file such affidavit with the Court in conjunction with Plaintiffs’ motion for Final Approval of the Settlement.

B. Settlement Website and Toll-Free Settlement Line

11. The Settlement Administrator shall establish a Settlement Website as a means for persons in the Settlement Class to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Notice Program. The Settlement Website shall include hyperlinks to the Settlement, Short Notice, Long Notice, Claim Form, signed Preliminary Approval Order, and other important case documents. These documents shall remain on the Settlement Website for at least 180 days after Final Approval is entered.

12. The Settlement Administrator shall establish and maintain a toll-free telephone line for persons in the Settlement Class to call with Settlement-related inquiries, and to provide information to persons who call with or otherwise communicate such inquiries (except that the Settlement Administrator shall not give, and shall not be expected to give, legal advice).

13. The Settlement Administrator is directed to perform all substantive responsibilities with respect to effectuating the Notice Program, as set forth in the Settlement Agreement.

C. Final Approval Hearing, Opt-Outs, and Objections

14. The Court directs that a Final Approval Hearing shall be scheduled for _____, 2023, at _____, to assist the Court in determining whether to grant final approval of the Settlement and enter Final Judgment, and whether Class Counsel's Fee Application and request for Service Awards for Plaintiffs should be granted.

15. The Court directs that any person within the Settlement Class definition who wishes to be excluded from the Settlement Class may exercise the right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Long Notice at any time before the Opt-Out Deadline. To be valid and timely, opt-out requests must be postmarked on or before the Opt-Out Deadline and mailed to the address indicated in the Long Notice. The Opt-Out Deadline shall be 30 days after the Notice Deadline which is 60 days after the date on which the Court entered this Preliminary Approval Order and shall be specified in the mailed Short Notice and Long Notice on the settlement website. All persons within the Settlement Class definition who do not timely and validly opt-out of the Settlement Class shall be bound by the terms of the Settlement.

16. The Court further directs that any person in the Settlement Class who does not timely and validly opt-out of the Settlement Class may object to the Settlement, Class Counsel's Fee Application and/or the request for Service Awards for Plaintiffs. Objections to the Settlement,

Fee Application, and/or request for Service Awards must be filed with the Clerk of the Court and served concurrently on Class Counsel.

17. For an objection to be considered by the Court, the objection must be postmarked no later than the Objection Deadline, which shall be 60 days after the date on which the Court entered this Preliminary Approval Order, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth: (i) the objector's full name and address; (ii) the case name and docket number, *Hassell et al. v. Spear Wilderman, P.C.*, APRIL TERM 2023, Case No: 01942; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly-authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date. The objector or his or her counsel shall also file any Objection with the Court through the Court's ECF system or by submitting them to the Clerk of Court. In addition, for all objections mailed to Proposed Class Counsel and counsel for Defendant, Class Counsel will submit them to the Court with the Motion for Final Approval of the Settlement.

D. Further Papers in Support of Settlement and Fee Application.

18. Class Counsel shall file their Fee Application and request for Service Awards for Plaintiffs no later than seven (7) days prior to the Opt-Out/ Objection Deadline.

19. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than fourteen (14) days prior to the Final Approval Hearing.

E. Effect of Failure to Approve the Settlement.

20. In the event the Settlement is not approved by the Court, the Effective Date fails to occur, or for any reason the Parties fail to obtain a final judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement shall become null and void, and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding.
- b. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiffs on any point of fact or law.
- c. The certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action based on the Settlement and/or certification of the Settlement Class. Defendant shall not be precluded from challenging class certification in further proceedings in the Action or in any other action. No agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other action.
- d. Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders, and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence.

F. Stay/Bar of Other Proceedings.

21. All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiffs, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from asserting any Released Claims against any of the Released Parties.

22. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing, and the actions that must precede it:

EVENT	DEADLINE
Defendant provides list of Class Members to the Settlement Administrator	14 days after entry of this Preliminary Approval Order.
Long and Short Notices Posted on the Settlement Website	14 days after entry of this Preliminary Approval Order.
Notice Date	30 days after entry of this Preliminary Approval Order.
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Costs and Expenses, and Class Representative Service Awards	53 days after entry of this Preliminary Approval Order.
Objection Date	60 days after entry of this Preliminary Approval Order.
Opt-Out Date	60 days after entry of this Preliminary Approval Order.
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	70 days after entry of this Preliminary Approval Order.
Claims Deadline	90 days after entry of this Preliminary Approval Order.
Motion for Final Approval	No later than 14 days before the Final Approval Hearing.

Final Approval Hearing	135 days after entry of this Preliminary Approval Order (minimum).
Effective Date	30 days after entry of Final Approval Order, assuming no appeal has been taken.
Payment of Attorneys' Fees and Expenses Class Representative Service Awards	30 days after entry of Final Approval Order.
Payment of Claims to Class Members	60 days after entry of Final Approval Order.
Settlement Website Deactivation	180 days after entry of Final Approval Order.

IT IS SO ORDERED.

Dated: _____

J.

EXHIBIT D

If your private information was actually or potentially impacted during the 2021 Data Incident experienced by Spear Wilderman, you may be entitled to benefits from a class action settlement.

A state court authorized this Notice. This is not a solicitation from a lawyer.

- A Settlement has been proposed in a class action lawsuit against Spear Wilderman, P.C. (“Defendant”) relating to the unauthorized potential disclosure of private information as the result of a ransomware attack that occurred on or around May 2021 (the “Data Incident”).
- If your Private Information (such as full name, driver’s license or state ID number, passport number, date of birth, medical diagnosis/treatment information, financial account information and/or Social Security Number), was actually or potentially impacted during the Data Incident, you are included in this Settlement as a “Class Member.”
- The Settlement provides Class Members with cash payments and reimbursement for out-of-pocket losses.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get benefits from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get a Settlement benefit. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get a benefit from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.\[website\].com](http://www.[website].com).
- The Court in charge of this case still must decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with the Defendant.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Philadelphia Court of Common Pleas. The case is known as *Hassell v. Spear Wilderman, P.C.*, Case ID 23:0401942, which is the consolidation of *Raniell v. Spear Wilderman*, No. 23-cv-01442 (E.D. Pa.) (Filed Apr. 14, 2023) and *Hassell v. Spear Wilderman*, Case ID 23:0401942 (Phila. C.P.) (Filed Apr. 19, 2023). The people who filed the lawsuit are called Plaintiffs and the company they sued, Spear Wilderman, P.C., is called the Defendant.

2. What is this lawsuit about?

Plaintiffs claim that, as a result of a ransomware attack Defendant experienced on or around May 2021 (the “Data Incident”), their personal identifying information and protected health information, such as full name, driver’s license or state ID number, passport number, date of birth, medical diagnosis/treatment information, financial account information and/or Social Security Number (“Private Information”), may have been impacted.

Spear Wilderman has denied and continues to deny all the claims made in the lawsuits, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Jerome Raniell and Steven Hassell) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs negotiated a settlement with the Defendant that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are part of this Settlement as a Class Member if you are a U.S. resident whose Private Information was actually or potentially accessed or acquired during the Data Incident that is the subject of the Notice of Data Breach on or around November 16, 2022.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement are: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; (iii) Defendant and its affiliates, parents, subsidiaries, officers, and directors; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can call 1-____-____-____ or visit [www.\[website\].com](http://www.[website].com) for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides Class Members with cash payments and reimbursement for out-of-pocket losses.

Spear Wilderman has agreed to pay a total of \$800,000 into a Settlement Fund. After deducting Court-approved attorneys' fees and litigation expenses, the costs of notice and settlement administration, and Class Representative service awards, the net Settlement Fund will be used to pay Class Members who submit a valid Claim Form.

9. Tell me about the Cash Payments.

Each Class Member who submits a valid Claim Form for a cash payment will receive approximately \$125.00 for, among other things, time spent addressing issues related to the Data Incident. Actual payments may be more or less than \$125.00 based on the total number of valid claims received and the amount needed to pay claims for out-of-pocket costs, attorneys' fees and expenses, administration, and service awards.

10. Tell me about reimbursement for Out-of-Pocket Losses.

Each Class Member who submits a valid Claim Form is eligible to receive up to \$1,500.00 in reimbursement for documented out-of-pocket losses that are fairly traceable to the Data Incident. This \$1,500.00 amount includes any Cash Payment amount the Class Member may be eligible for (*i.e.*, no Class Member may receive more than \$1,500.00 in Settlement Benefits).

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get a Settlement Benefit?

To qualify for a Settlement Benefit, you must complete and submit a Claim Form by **Month __, 2023**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com). Claim Forms are also available by calling 1-____-____-____ or by writing to: *Hassell v. Spear Wilderman* Settlement Administrator, P.O. Box _____, City, ST _____-_____.

12. When will I get my Settlement Benefit?

The Court will hold a Final Fairness Hearing at **__:0__m.** on **Month __, 2023**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year.

13. What am I giving up to get a Settlement Benefit or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against Spear Wilderman and the Released Parties about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below.

14. What are the Released Claims?

"Released Claims" mean any and all past, present, and future claims and causes of action, whether or not asserted, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Persons (Defendant and its Related

Entities and each of its past or present parents, subsidiaries, divisions, departments, and related or affiliated entities, and each of their respective predecessors, successors, assigns, insurer, and each of the foregoing's former or present directors, trustees, officers, employees, representatives, shareholders, consultants, advisors, accountants, partners, vendors, customers, principals, agents, attorneys, insurers, and reinsurers) based on, relating to, concerning or arising out of the alleged Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Hassell v. Spear Wilderman, P.C.*, Case ID 23:0401942 (Phila. C.P.). Your letter must also include your full name, current address, signature, and a statement such as "Request for Exclusion" indicating you do not wish to participate in the Settlement or you want to opt out of the Settlement. You must mail your exclusion request, postmarked no later than **Month __, 2023**, to:

Hassell v. Spear Wilderman Settlement Administrator
P.O. Box _____
City, ST _____ - _____

16. If I exclude myself, can I still get a benefit from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a Settlement Benefit because you will no longer be eligible for one.

17. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Kenneth J. Grunfeld of Golomb Spirt Grunfeld, P.C., Joseph M. Lyon of The Lyon Firm, and Charles E. Schaffer of Levin Sedran & Berman to represent you and other Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will Class Counsel be paid?

If the Settlement is approved and become final, Class Counsel will ask the Court to award attorneys' fees and costs in the amount of \$266,666.67, as well as \$2,500 Service Awards to each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the Settlement Fund before making payments to Class Members who submit a valid Claim Form.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must mail a written objection to Class Counsel and Defense Counsel postmarked by **Month __, 2023**.

Your objection must include:

- 1) your full name, current address, and telephone number;
- 2) the name of the case (*Hassell v. Spear Wilderman, P.C.*, Case ID 23:0401942 (Phila. C.P.));
- 3) information identifying you as a Class Member (*e.g.*, a copy of your settlement notice, a copy of original notice of the Data Incident, or a statement explaining why you believe you are a Class Member);
- 4) the reasons why you object to the Settlement, including any documents supporting your objection;

QUESTIONS? CALL 1-_____-_____-_____- TOLL-FREE OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)

- 5) the name and address of your attorney if you have retained one in connection with the objection;
- 6) a statement indicating whether you or your attorney intend to appear at the Final Fairness Hearing; and
- 7) your signature or the signature of your attorney.

Class Counsel:

Kenneth J. Grunfeld
Golomb Spirt Grunfeld, P.C.
1835 Market Street, Suite 2900
Philadelphia, PA 19104

Joseph M. Lyon
The Lyon Firm
2754 Erie Ave.
Cincinnati, OH 45208

Charles E. Schaffer
Levin Sedran & Berman,
510 Walnut Street, Ste. 500
Philadelphia, PA 19106

Defense Counsel:

Edward J. McAndrew
Melissa Bilancini
Baker & Hostetler LLP
1735 Market Street, Suite 3300
Philadelphia, PA 19103-7501

21. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL FAIRNESS HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at : m. on Month , 2023, at the Court of Common Pleas of Philadelphia County, 1400 John F. Kennedy Blvd., Philadelphia, Pennsylvania 19107. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve payments of attorneys' fees and service awards.

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

24. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

More details are in the Settlement Agreement, which is available at [www.\[website\].com](http://www.[website].com). You may also call 1-____-____-____, or write to *Hassell v. Spear Wilderman*, Settlement Administrator, P.O. Box _____, City, ST _____-_____.

QUESTIONS? CALL 1-____-____-____ TOLL-FREE OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)