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<p>STEVEN HASSELL and JEROME RANIELL, individually and on behalf of all others similarly situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p>SPEAR WILDERMAN, P.C.</p> <p>Defendant.</p>	<p>COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY</p> <p>CIVIL ACTION -- CLASS ACTION JURY TRIAL DEMANDED</p> <p>No: 230401942</p>

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT**

Pursuant to Rules 1702, 1708, 1709, 1710, 1712, and 1714 of the Pennsylvania Rules of Civil Procedure, Plaintiffs Steven Hassell and Jerome Raniell, and the Class they seek to represent, by and through their counsel of record, respectfully move, unopposed, for an order granting: (1) final approval of the proposed Settlement as memorialized in the Settlement Agreement; (2)

Case ID: 230401942
Control No.: 23123422

certification of the Settlement Class; and (3) Plaintiffs' Unopposed Application for Attorneys' Fees, Costs, and Service Awards to the Representative Plaintiffs. Concurrently herewith, Plaintiffs submit a Memorandum of Law and accompanying declarations in support of this motion, as well as a proposed Final Approval order. Plaintiffs will also submit a word version of the proposed order to the Court simultaneously with this filing.

Dated: December 13, 2023

Respectfully submitted,



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**IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS—CIVIL TRIAL DIVISION**

<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 style="text-align: center;">Defendant.</p>	<p>CIVIL ACTION -- CLASS ACTION JURY TRIAL DEMANDED</p> <p>No: 230401942</p>
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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Class Plaintiffs Steven Hassell and Jerome Raniell, by and through the undersigned Settlement Class Counsel¹, on behalf of themselves and the Settlement Class, respectfully submit this Memorandum of Law in support of their motion pursuant to Rules 1702, 1708, 1709, 1710, 1712, and 1714 of the Pennsylvania Rules of Civil Procedure requesting final approval of this proposed class action settlement (“Settlement”) on the terms set forth in the Settlement Agreement (“Agreement”), attached hereto as **Exhibit 1**, and for certification of the Settlement Class.

If approved, the Settlement will successfully resolve the claims of over 85,000 individuals who were notified of a data security incident that occurred in May 2021. The Settlement brings meaningful resolution and significant benefits to the Settlement Class without requiring further delay, risk, and expense. As discussed below, the Settlement calls for Spear Wilderman, P.C. (“Spear Wilderman” or “Defendant”) to pay claims made by Plaintiffs and Class Members for various losses to a maximum of \$800,000.00. The monetary component of the Settlement provides payment to compensate Settlement Class Members for lost time and ordinary (out of pocket) losses. In addition, the Settlement provides that Spear Wilderman will implement business practice changes related to data security.

On September 8, 2023, this Court preliminarily approved the Settlement, finding it met the requirements of Rules 1702, 1708, and 1709. Preliminary Approval Order ¶ 1. The Court-ordered Notice Program has since been executed; nothing has changed to alter the Court’s initial assessment that the Settlement is fair, reasonable, and adequate. Indeed, the Settlement Class’s reaction to the Settlement, which has been overwhelmingly positive, bolsters this conclusion. There has been only one objection to the Settlement and only 5 potential Class Members have timely requested exclusion. This response weighs in favor of final approval.

¹ All capitalized terms used herein have the meaning assigned in the Settlement Agreement.

For the reasons detailed below, Plaintiffs and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under the Pennsylvania Rules of Civil Procedure and is a fair, reasonable, and adequate result for the Settlement Class.² Plaintiffs request the Court finally approve the Settlement, grant Plaintiffs' Application for Attorneys' Fees, Costs and Service Awards for the Representative Plaintiffs, and enter a final judgment dismissing the case.

II. SUMMARY OF THE LITIGATION

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 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.

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). The Parties agreed to mediate this matter. In preparation for mediation, the Parties conducted informal discovery, comprised of written questions and answers, and the production of key documents, allowing both sides to be well-

² Declaration of Richard M. Golomb and Kevin W. Fay on behalf of Proposed Class Counsel in Support of Plaintiffs' Motion for Final Approval ("Golomb & Fay Decl."), attached hereto as **Exhibit 2**, ¶ 28.

informed on the facts and legal theories being asserted. On June 8, 2023, the Parties engaged in a formal mediation session with Bennett G. Picker, Esq. of Stradley Ronon Stevens & Young, LLP. Through the mediation process, the Parties agreed to settle the Litigation without any admission of liability by Defendant. Defendant continues to deny any wrongdoing and maintains its practices comply with applicable laws and industry standards. The Parties continued to work together to draft a settlement agreement.

On July 13, 2023, the Parties notified the Court of the Parties' agreement in principle. On July 28, 2023, Plaintiffs filed a Consolidated Amended Class Action Complaint, individually and on behalf of a nationwide Class alleging 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) 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 or potential future identity theft; (d) anxiety, emotional distress, and other economic and non-economic losses; (e) diminution of value of their Private Information; 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.

III. SUMMARY OF THE SETTLEMENT TERMS.

The Settlement satisfies the criteria for final approval under Pennsylvania law and provides excellent relief for the Settlement Class. The Settlement Class is defined as:

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.

Settlement Agreement, Ex. 1, ¶ 1.6.

Under the terms of the Agreement, Defendant will pay a maximum sum of \$800,000.00 to compensate Plaintiffs and Settlement Class Members. *Id.* ¶¶ 1.33, 8.1. The Agreement provides compensation for Settlement Class Members under two categories:

Claim A is for compensation for any lost time as a result of the Data Incident by Settlement Class Members. *Id.* ¶ 2.1(a). Settlement Class Members are eligible for cash payments of approximately \$125.00, subject to pro rata adjustments based on the number of valid claims and other calculations. *Id.* ¶ 2.1(c).

Claim B is for compensation of out of pocket expenses as a result of the Data Incident by the Settlement Class Members. *Id.* ¶ 2.1(b). Settlement Class Members must submit documentation to the Claims Administrator that the out-of-pocket expenses and/or charges were incurred and are fairly and reasonably traceable to the Data Incident. *Id.* The maximum amount a single Settlement Class Member may recover under Claim B is \$1,500.00. *Id.*

The Settlement Administrator will disburse settlement funds to Settlement Class Members with approved claims within thirty (30) days of the Effective Date. *Id.* ¶ 8.1.

Defendant has also made, and is committed to continue making as part of the Settlement, business practice changes which will benefit Settlement Class Members. The actual costs for the business practice changes will be paid by Defendant separate and apart from the Settlement Fund. *Id.* ¶ 2.3. These information security enhancements are extremely beneficial to Settlement Class

Members because these enhancements provide additional security to Plaintiffs' and Settlement Class Members' PII and PHI in Defendant's possession and reduce the likelihood of future data breaches.³

Spear Wilderman will also pay the settlement expenses, including the Notice to the Settlement Class, Claims Administration, and Dispute Resolution of any disputed claims. *Id.* ¶¶ 2.5, 3.2. Spear Wilderman will not object to an award of up to \$266,667.00 for Court-ordered attorneys' fees and reasonable costs and expenses awarded to Class Counsel and will also pay service awards, subject to court approval, in the amount of \$2,500 each to Plaintiffs Steven Hassell and Jerome Raniell. *Id.* ¶¶ 7.2, 7.3.

IV. Preliminary Approval and Notice

On July 28, 2023, Plaintiffs moved this Court to grant preliminary approval of the Settlement, approve the proposed Notice Program, direct notice be given to the Settlement Class, and schedule a fairness hearing on Final Approval. On September 8, 2023, the Court granted Plaintiffs' motion. Pursuant to the Preliminary Approval Order, the Settlement Administrator implemented the Notice Program, disseminating notices to 85,527 potential members of the Settlement Class via U.S. Mail. *See* Declaration of Gio Santiago of KCC Class Action Services, LLC ("Santiago Decl.") ¶ 7, attached hereto at **Exhibit 3**. A customary long-form Notice with more detail than the Mailed Notice was also made available on the Settlement Website. *Id.* ¶ 5.

Notice appropriately apprised Settlement Class Members of the terms of the Settlement, how to file claims, the date by which they were to do so, their legal rights to opt-out of or object to the Settlement and the deadline date for objections and exclusion requests, Class Counsel's anticipated fee application, and the anticipated request for Service Awards for the Plaintiffs. *See* Santiago Decl. ¶¶ 8-10 and Exhibits A-C. Settlement Class Members were also made aware of the

³ *See* Golomb & Fay Decl. ¶¶ 15, 22.

time and date of the Final Approval Hearing and the address of the Settlement Website they could access the Settlement Agreement and other case related documents and information.

The deadline for Class Members to exclude themselves or object to the proposed Settlement Agreement passed on November 27, 2023, and only one objection and five exclusion requests were received. *See id.* ¶¶ 9-10; Santiago Supplemental Declaration, attached hereto at **Exhibit 4**, ¶ 5. The Claims Deadline was November 27, 2023, and approximately 2,261 claims were received. Santiago Supp. Decl. ¶ 4.

V. ARGUMENT

A. The Settlement Merits Final Approval by the Court

1. The Legal Standard for Final Approval.

Rule 1714 of the Pennsylvania Rules of Civil Procedure requires judicial approval after a hearing for the compromise of claims brought on a class basis.⁴ The Court’s decision to approve or disapprove a class settlement is discretionary. *Buchanan v. Century Fed. Sav. & Loan Ass’n*, 393 A.2d 704, 709 (Pa. Super. Ct. 1978) (citing *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799 (3d Cir. 1974)). In exercising their discretion, courts are mindful of the public policy principle that “settlements are favored in class action lawsuits.” *Dauphin Deposit Bank & Trust Co. v. Hess*, 727 A.2d 1076, 1078 (Pa. 1999). Class settlements conserve “substantial judicial resources . . . by avoiding formal litigation.” *Krangel v. Golden Rule Res., Inc.*, 194 F.R.D. 501, 504 (E.D. Pa. 2000) (quoting *In re Gen. Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)). And “because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise.” *Milkman v. Am. Travellers Life Ins. Co.*, 61

⁴ Pennsylvania courts regularly cite to federal case law in determining whether to approve a class action settlement. *See, e.g., Buchanan v. Century Fed. Sav. & Loan Ass’n*, 393 A.2d 704, 709 n.13 (Pa. Super. Ct. 1978). Plaintiffs likewise cite federal precedent in this motion.

Pa. D. & C. 4th 502, 514 (Pa. Com. Pl. 2002) (*quoting* Herbert B. Newberg and Alba Conte, *Newberg on Class Actions* § 11.41 (3d ed. 1992)).

The Supreme Court of Pennsylvania has held that the following seven factors should be considered when evaluating whether to grant final approval of a proposed class action settlement:

(1) the risks of establishing liability and damages, (2) the range of reasonableness of the settlement in light of the best possible recovery, (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation, (4) the complexity, expense and likely duration of the litigation, (5) the stage of the proceedings and the amount of discovery completed, (6) the recommendations of competent counsel, and (7) the reaction of the class to the settlement.

Dauphin Deposit Bank & Trust Co., 727 A.2d at 1078 (citing *Buchanan*, 393 A.2d at 709, *accord Shae v. Sidhu*, Nov. Term 2005, No. 0983, 2009 Phila. Ct. Com. Pl. LEXIS 63, at *22-23 (Pa. Com. Pl.2009)). “In considering these factors, there is no exact calculus or formula for the court to use: ‘[i]n effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights.’” *Milkman*, 61 Pa. D. & C. 4th at 532 (*quoting Buchanan*, 393 A.2d at 709). “As with valuation problems in general, there will usually be a difference of opinion as to the appropriate value of a settlement. For this reason, judges should analyze a settlement in terms of a “range of reasonableness” and should generally refuse to substitute their business judgment for that of the proponents.” *Buchanan*, 393 A.2d at 709 (citing 3 H. Newberg, *Newberg on Class Actions*, s 5610b (1977)).

Plaintiffs presented these factors to the Court on their motion for preliminary approval. After consideration, this Court determined the Settlement was in the range of reasonableness and possible judicial approval. *See* Preliminary Approval Order. This Court’s conclusion applies equally now.

2. The Settlement Satisfies the Criteria for Final Approval.

The Settlement meets all the criteria relevant to approval, thus the Settlement should be finally approved.

i. The risk of establishing liability and damages is significant and therefore weighs in favor of the Settlement.

“Probably the most important factor for consideration [of final approval] involves an assessment of the risks involved in establishing liability or damages.” *Buchanan*, 393 A.2d at 711. In this Litigation, that risk is substantial given the ever-evolving case law on complex data security issues both in Pennsylvania and nationwide. In litigating this case, Class Counsel had the benefit of years of experience litigating a number of data breach cases.⁵ Class Counsel conducted a thorough investigation and analysis of Plaintiffs’ claims and engaged in informal discovery with Defendant.⁶ The Parties’ review of this information enabled them to evaluate the strengths and weaknesses of their respective claims and defenses. *See Klingensmith v. Max & Erma’s Rests., Inc.*, No. 07-0318, 2007 WL 3118505, at *4 (W.D. Pa. Oct. 23, 2007) (agreeing with plaintiff’s statement “that time after sufficient discovery to put parties on firm notice of strengths and weaknesses of case, but before bulk of litigation discovery has been taken, is particularly appropriate to settlement”). Class Counsel were well positioned to evaluate the strengths and weaknesses of Plaintiffs’ claims, and the appropriate basis upon which to settle them, as a result of their roles in similar data breach class action cases against entities throughout the nation.⁷

The risks of establishing liability and damages are significant in all data security cases, but particularly in cases involving facts such as these. Due at least in part to their cutting-edge nature and the rapidly evolving law, data security cases like this one generally face substantial hurdles—

⁵ Golomb & Fay Decl. ¶ 18.

⁶ Golomb & Fay Decl. ¶ 19.

⁷ Golomb & Fay Decl. ¶ 20.

even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060-RMB-RLE, 2010 WL 2643307, at *1 (S.D.N.Y. Jun. 25, 2010) (collecting data breach cases dismissed at the federal level at the Rule 12(b)(6) or Rule 56 stages). Establishing liability and damages at trial would require multiple experts' extensive work and testimony.⁸ In addition, Defendant has defenses it believes could bar recovery. The risks of continued litigation here are at the highest level and there is a genuine possibility that Plaintiffs could have failed to establish liability and damages through summary judgment and trial.

ii. The Settlement is within the range of reasonableness in light of the best possible recovery.

The availability of up to \$800,000.00 for claims made by Plaintiffs and the Class is an excellent recovery for the Settlement Class Members and is reasonable in light of the facts and circumstances in this case. As discussed above, under the terms of the Settlement, each eligible Settlement Class Member is able to file a Claim Form for cash reimbursement of approximately \$125 (subject to pro rata adjustment) as compensation for time lost dealing with the Data Incident, and up to \$1,500 for documented "out-of-pocket expenses" incurred in responding to the Data Incident. Another testament to the reasonableness and fairness of the Settlement is the magnitude of the Settlement Fund. Class Counsel believe the \$800,000 available fund represents a favorable result for Class Members, in light of the facts surrounding this data breach case.⁹

In addition, as part of the Settlement, and equally as important as the monetary benefits offered to the Class, Spear Wilderman has committed to certain business practice changes that will provide greater safeguards to the Class members' PHI and PII which is still in its possession.

Where, as here, Class Counsel and Defendant have reached a settlement regarding "a vigorously disputed matter, the Court need not inquire as to whether the best possible recovery has

⁸ Golomb & Fay Decl. ¶ 17.

⁹ Golomb & Fay Decl. ¶¶ 14-15.

been achieved but whether, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the settlement is reasonable.” *Wilson v. State Farm Mut. Auto. Ins. Co.*, 517 A.2d 944, 948 (Pa. 1986) (internal quotation omitted); *see also Gregg v. Independence Blue Cross*, Dec. Term 200, No. 3482, 2004 WL 869063, at *40 (Pa. Com. Pl. April 22, 2004) (holding that “[t]he complex nature, the high expense and the likelihood of years’ passing without final resolution weigh in favor of settlement”).

The traditional means for handling claims like those at issue here would tax the court system, require a massive expenditure of public and private resources, and, given the relatively small value of the claims of the individual class members, would make individual resolution impracticable. Additionally, if this matter was to go to trial, it would likely take several more years to reach a final resolution. Thus, the proposed Settlement outlined above is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner.

iii. The Settlement is within the range of reasonableness in light of all the attendant risks of litigation.

Plaintiffs and Class Counsel remain confident in the strength of their case. Nonetheless, Defendant has asserted defenses they believe could entirely preclude recovery. Plaintiffs and Class Counsel are therefore mindful of the inherent risks in continued litigation. Plaintiffs face a risk that the Court could disallow some of their claims on legal grounds and that a jury would determine that Defendant did not act negligently, did not violate the Pennsylvania Unfair Trade Practices and Consumer Protection Law, did not breach its fiduciary duty; did not breach the duty of confidence, and/or Defendants acts and/or omissions did not warrant injunctive and/or declaratory relief.

The Settlement is well within the range of reasonableness in light of the attendant risks of litigation:

Weighing the risks of litigation [i.e., establishing breach of contracts and fiduciary duties and that the representative plaintiffs were adequate and typical class representatives] and benefits of the settlement [i.e., an award of monetary damages to the

class], the Court believes that the settlement falls within the range of reasonableness.

Shaev, supra, 2009 Phila. Ct. Com. Pl. LEXIS 63, at *24-28; 4 William B. Rubenstein, Alba Conte, and Herbert B. Newberg, *Newberg on Class Actions* § 11:50 at 155 (4th ed. 2002) (“In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results”); *Ashley v. Atl. Richfield Co.*, 794 F.2d 128, 134 n.9 (3d Cir. 1986) (“Physical, psychological and monetary benefits inure to both sides of a settlement agreement. Indeed, the avoidance of litigation expense and delay is precisely what settlement contemplates”).

iv. The complexity, expense, and likely duration of the litigation favor settlement.

This fourth factor also weighs in favor of final approval of the Settlement. As discussed above, protracted litigation carries with it inherent risks that would have delayed and endangered Class Members’ monetary recovery. The first action in this matter was filed about eight months ago and the Data Incident itself occurred more than two years ago. Continued litigation of this case would have required substantial motions practice, including extensive factual discovery, significant legal research and briefing, and expert retention and analysis.¹⁰ Given the complexity of the Litigation, proceeding all the way to trial could take several additional years. Even then, if Plaintiffs did prevail at trial, recovery could be delayed for years by appeals. Under the circumstances, Plaintiffs and Class Counsel appropriately determined that the benefits to the Class in the Settlement reached with Defendant outweigh the gamble of continued litigation. The Settlement should be approved as it provides substantial relief to Settlement Class Members without further delay.

¹⁰ Golomb & Fay Decl. ¶ 17.

v. The stage of the proceedings and the amount of discovery completed favor settlement.

As discussed above, the Parties began settlement discussions relatively early in the Litigation. Critically, however, Plaintiffs and Defendant did agree to exchange key discovery to assist them in their negotiations. Plaintiffs and Defendant discussed the list of categories of information about which exchange was necessary to engage in any settlement discussions at all.¹¹ Defendant provided Plaintiffs' counsel answers to specific questions, including among others, the geographical reach of the Class, the categories of information accessed, and the number of Settlement Class Members whose Social Security numbers were exposed. Plaintiffs provided information requested by Defendant about themselves. Multiple pre-mediation conferences were held with the mediator; some joint and some only with Plaintiffs or Defendant. The negotiations themselves continued for weeks following the formal mediation session.

Class Counsel's extensive experience in similar data breach cases allowed them to efficiently seek the essential information needed to evaluate the strengths and weaknesses of the claims through this informal discovery.¹² This information ensured Plaintiffs had the necessary tools to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation. Therefore, it is "particularly appropriate to settle[]" because there has been "sufficient discovery to put parties on firm notice of strengths and weaknesses of case," even though the "bulk of litigation discovery has [not yet] been taken." *See Klingensmith*, 2007 WL 3118505, at *4.

vi. The recommendations of competent counsel favor settlement.

"The court must [] consider the recommendations of competent counsel in evaluating the reasonableness of the settlement, and those recommendations are given substantial weight."

¹¹ Golomb & Fay Decl. ¶¶ 10-11.

¹² Golomb & Fay Decl. ¶¶ 18-19.

Gregg, 2004 WL 869063, at *41 (citing *Milkman*, 61 Pa. D. & C. 4th at 545). The particular weight attributed to the counsel’s recommendation depends on factors such as competence, the length of involvement in the case, experience in the particular type of litigation, and amount of discovery completed. *Austin v. Pa. Dep’t of Corrs.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995). “Usually, however, an evaluation of all the criteria leads courts to conclude that the recommendation of counsel is entitled to great weight following ‘arm’s length negotiations’ by counsel who have ‘the experience and ability . . . necessary [for] effective representation of the class’s interests.’” *Id.* (quoting *Weinberger v. Kendrick*, 698 F.2d 61, 74 (2d Cir. 1982)).

Class Counsel and Plaintiffs strongly endorse this Settlement.¹³ Since Defendant was served, the Parties have been vigorously litigating this case. As stated above and extensively addressed in Plaintiffs’ Memorandum of Law in Support of Preliminary Approval, Class Counsel are competent and experienced in class action litigation (particularly in data breach cases), the Parties have completed adequate informal discovery, and the Settlement is a result of arm’s-length negotiations. Therefore, Class Counsel’s recommendations in favor of the Settlement should be afforded great weight.

vii. The reaction of the class to the Settlement favors final approval.

The reaction to the Settlement by the Settlement Class has been overwhelmingly positive and weighs in favor of approval. Class Members were fully apprised of the terms of the Agreement and their legal rights to object or exclude themselves from the Settlement.¹⁴ The deadline to object or opt-out was November 27, 2023. Of the 85,527 Class Members who received Notice, 5 have timely excluded themselves and only one has filed an objections. Santiago Decl. ¶¶ 9-10; Santiago Supp. Decl. ¶ 4. These numbers suggest that the overwhelming majority of Class Members are

¹³ Golomb & Fay Decl. ¶¶ 15, 23, 28.

¹⁴ Golomb & Fay Decl. ¶¶ 25-26.

satisfied with the Settlement, weighing strongly in favor of approval.

B. The Court Should Certify the Settlement Class

In granting preliminary approval, this Court found that the proposed Settlement Class meets the requirements for certification under Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709. Preliminary Approval Order ¶ 1. This Court further found that: (a) the class was sufficiently numerous and ascertainable consisting of more than 85,000 putative members; (b) Plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class; (c) there are questions of law or fact common to the proposed Settlement Class; (d) counsel for the Settlement Class, experienced in class action litigation, have and will continue to adequately represent the Settlement Class; (e) a class action is a fair and efficient method of adjudicating the controversy because common issues predominate over individual issues; and (f) the class representatives will fairly and adequately assert and protect the interests of the proposed Settlement Class. *Id.* ¶¶ 1.(a)-(f). There have been no changes that would undermine this Court's initial determination.

For the same reasons previously argued in Plaintiffs' Memorandum in Support of their Motion for Preliminary Approval, the Court should grant final certification of the Class for purposes of the Settlement.

C. Notice to the Settlement Class Satisfied Rule 1714(c)

Rule 1714(c) of the Pennsylvania Rules of Civil Procedure requires that "[i]f an action has been certified as a class action, notice of the proposed . . . settlement . . . shall be given to all members of the class in such manner as the court may direct." For class members who can be identified with reasonable effort, "[t]he court may require individual notice to be given by personal service or by mail." Pa. R. Civ. P. 1712(b).

For notice in a class action to be considered adequate, it "must present a fair recital of the subject matter and proposed terms and inform the class members of an opportunity to be heard,"

but it “need not provide a complete source of settlement information.” *Fischer v. Madway*, 485 A.2d 809, 811 (Pa. Super. Ct. 1984) (internal citations and quotations omitted). The description of the proposed settlement may be “very general[,] . . . including a summary of the monetary or other benefits that the class would receive and an estimation of attorneys’ fees and other expenses,” and “[i]t is enough that the notice contain facts sufficient to alert interested persons to the terms of the proposed settlement and also the means by which further inquiry can be made and objection recorded.” *Id.* at 811 (internal citations and quotations omitted).

Plaintiffs have provided the Settlement Class with adequate notice of the Settlement. In accordance with the Court’s Preliminary Approval Order, KCC mailed and re-mailed copies of the Notice to 85,527 Class Members. The Settlement Website as of December 4, 2023 had more than 1,500 unique visits and the telephone hotline, which became operational on October 9, 2023, fielded a total of 375 calls.

The Notice adequately described the substantive terms of the Settlement; (2) advised Settlement Class Members of their option and deadline to opt-out or object to the Settlement; (3) indicated how Settlement Class Members may obtain additional information about the Settlement, (4) advised Settlement Class Members of the process and instructions for making claims, and the applicable deadlines, and (5) set forth the date, time, and place of the Final Fairness Hearing. Santiago Decl. ¶¶ 8-10 and Exhibits A-C.

The Notice Program was designed to reach Settlement Class Members mainly through direct mail notice, and the Long Form Notice was made available on the Settlement Website, which constitutes the best practicable form of notice. *See Bradburn Parent Teacher Store, Inc. v. 3M (Minnesota Mining & Mfg. Co.)*, 513 F. Supp. 2d 322, 329 (E.D. Pa. 2007) (finding that direct notice via first class mail satisfies the notice requirements of both Fed. R. Civ. P. 23 and the due process clause); *In re American Investors Life Ins. Co. Annuity Mktg. & Sales Practices Litig.*, 263 F.R.D. 226, 237 (E.D. Pa. 2009) (finding that direct notice via first class mail and the creation of

a settlement website satisfy the notice requirements of both Fed. R. Civ. P. 23 and the due process clause).

In sum, the Notice Program implemented satisfied Rule 1714(c) of the Pennsylvania Rules of Civil Procedure.

VI. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that the Court find that this Settlement is fair, reasonable and adequate; grant final approval of the Settlement; grant certification of the Settlement Class for settlement purposes; and enter the proposed Final Judgment dismissing with prejudice the claims against Spear Wilderman.

A proposed Final Approval Order has been filed herewith.

Respectfully submitted this 13th day of December, 2023.



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CERTIFICATE OF SERVICE

I certify that on this day, I served a copy of the foregoing Motion for Final Approval on counsel through the Court's electronic notification system, which will automatically provide a copy to all counsel of record.

Dated: December 13, 2023



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Attorneys for Plaintiffs and the Class

**IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS—CIVIL TRIAL DIVISION**

Steven Hassell and Jerome Raniell,
*individually and on behalf of all others
similarly situated,*

Plaintiffs,

Spear Wilderman, P.C.,

Defendant.

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA**

Case No. 230401942

[PROPOSED] FINAL APPROVAL ORDER

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

This matter came before the Court on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and entry of final judgment (“Motion”).

On September 8, 2023, the Court entered an Order preliminarily approving the proposed Settlement pursuant to the terms of the Parties’ Settlement Agreement and directing that notice be given to the Settlement Class.

On October 10, 2023, pursuant to the notice requirements set forth in the Settlement Agreement and the Order preliminarily approving the Settlement and directing Notice to the Settlement Class, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of the Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Fairness Hearing.

On December 20, 2023, the Court held a Final Fairness Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness

Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and costs to Class Counsel, and the payment of Service Awards to the Representative Plaintiffs;

Having given an opportunity to be heard to all requesting persons in accordance with the Order Preliminarily Approving the Settlement and Directing Notice to the Settlement Class, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees and costs and expenses, and the application for Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

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 Class¹ is appropriate under Rule 1710. The Court, therefore, certifies the following Settlement Class:

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,

¹ The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.

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.

2. The Court finds, for settlement purposes only, that the Settlement Class 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. The Court finds that the Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and will be adequate Settlement Class Representatives.

4. The Court finds that the following counsel are experienced and adequate counsel and are hereby designated as Class Counsel:

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5. The Court approves the Settlement as fair, reasonable, and adequate and accordingly the Settlement is finally approved. 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 G. Picker, Esq.

6. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

7. The Court has considered all objections to the Settlement, including the objections of _____. The Court finds these objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects. All persons who have not made

their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

8. The Settlement Class, which is bound by this Final Approval Order and Judgment, includes all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class. A list of the Class Member IDs of those putative Settlement Class Members who have timely elected to opt out of the Settlement and the Settlement Class, and who therefore are not bound by the Settlement, this Order and the Judgment to be entered hereon, has been submitted to the Court in the Declaration of Gio Santiago, filed in advance of the Final Approval hearing. The Opt-Out Members' Class Member IDs are listed in Ex. D to the Santiago Declaration and counsel for both parties will maintain a list of the Settlement Class Members that relates to the Class Member IDs for the duration of the limitations period for the claims asserted in this matter for purposes of identifying whether the Opt-Out Members are part of the class. The Opt-Out Members are not bound by the Settlement and are not entitled to any of the benefits under the Settlement.

9. All Settlement Class Members (as permanently certified below) shall be subject to all of the provisions of the Settlement, this Order and the Final Judgment to be entered hereon. Upon the Effective Date, members of the Settlement Class who did not validly and timely exclude themselves from the Settlement Class shall, by operation of this Final Approval Order, have fully, finally, forever, and irrevocably released, relinquished and discharged Defendant from all claims that were or could have been asserted in the Litigation, as specified in Section 6 of the Settlement Agreement. All such Settlement Class Members shall be bound by the terms of the Settlement Agreement upon entry of this final approval order.

10. Notwithstanding the certification of the foregoing Settlement Class and appointment of the Class Representatives for purposes of effecting the Settlement, if this Order is reversed on appeal or the Settlement is terminated or is not consummated for any reason, the foregoing certification of the Settlement Class and appointment of the Class Representatives shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

11. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section 3 of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

12. Within the time period set forth in Section 9 of the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

13. Upon the Effective Date, Class Plaintiffs and Settlement Class Members shall be hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining,

intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement and this Order, or seeking any award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Litigation and/or as a result of or in addition to those provided by the Settlement Agreement. In addition, Class Plaintiffs and each Settlement Class Member are hereby enjoined from asserting as a defense, including as a setoff or for any other purpose, any argument that if raised as an independent claim would be a Released Claim.

14. Upon the Effective Date, each Settlement Class Member, including Class 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. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representatives, 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.

15. Upon the Effective Date, Spear Wilderman shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class Plaintiffs, each and all of the Settlement Class Members, Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Spear Wilderman may have against such Persons including, without limitation, any claims based upon or arising out of

any retail, banking, debtor/creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

16. Neither Spear Wilderman nor the Related Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Class Plaintiffs, each and all of the Settlement Class Members and Class Counsel.

17. The terms of the Settlement Agreement, this Final Approval Order and the Judgment to be entered hereon shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Litigation or are in any way related to the Data Incident at issue in the Litigation.

18. This Final Approval Order and Judgment, the Settlement Agreement, the Settlement which it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Spear Wilderman of any fault, wrongdoing, or liability on the part of Spear Wilderman or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation. This Order and Judgment, the Settlement or any such communications shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Class Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that the Settlement, this Order and Judgment may be filed in any

action by Spear Wilderman or Settlement Class Members seeking to enforce the Settlement or the Judgment by injunctive or other relief, or to assert defenses including, but not limited to, res judicata, collateral estoppel, release, good faith settlement, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Order that are maintained by, or on behalf of, the Settlement Class Members or any other person subject to the provisions of this Order.

20. This case is hereby dismissed in its entirety with prejudice. Except as otherwise provided in this Court's orders, the parties shall bear their own costs and attorney's fees. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court reserves jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and Settlement.

IT IS SO ORDERED.

Dated: _____

J.

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.

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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.

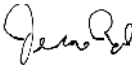
By: _____
Edward J. McAndrew

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: _____
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The Lyon Firm

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On behalf of Defendant Spear Wilderman, P.C.

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Date: _____

Counsel for Defendant

By:  _____
Steven Hassell

Date: 07/28/2023

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Jerome Raniell

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Date: _____

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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 2

**IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS—CIVIL TRIAL DIVISION**

Steven Hassell and Jerome Raniell,
*individually and on behalf of all others
similarly situated,*

Plaintiffs,

Spear Wilderman, P.C.,

Defendant.

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA**

Case No. 230401942

**DECLARATION OF RICHARD M. GOLOMB AND KEVIN W. FAY ON BEHALF OF
CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

I, Richard M. Golomb, and I, Kevin W. Fay, pursuant to 28 U.S.C. § 1746, declare as follows:

1. We submit this Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of the Class Action Settlement and Certification of the Settlement Class.¹

2. We have personal knowledge of the matters stated herein and if called upon, we could and would competently testify.

3. Plaintiffs sued Defendant Spear Wilderman, P.C. ("Defendant") on behalf of themselves and all other similarly situated whose personal identifying information ("PII") and protected health information ("PHI") (collectively "Private Information") were part of a data breach in which an unknown third party allegedly gained access to Defendant's computer systems on or around May 2021 (the "Data Incident").

4. 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.

5. Plaintiffs allege Defendant failed to properly secure its computer systems—including its email system—thereby allowing an unauthorized third party to gain access to Plaintiffs and Settlement Class Members' Personal Information.

6. Plaintiffs allege Defendant failed to: (1) properly secure and safeguard Plaintiffs' and Settlement Class Members' protected Personal Information; (2) comply with industry standards governing the protection of information systems containing Personal Information; and

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

(3) provide timely, accurate, and adequate notice to Plaintiffs and Settlement Class Members that their Personal Information was compromised.

7. Plaintiffs thereafter filed class actions 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). The Parties agreed to dismiss the pending Federal action and proceed in the Philadelphia Court of Common Pleas. In their Consolidated Amended Class Action Complaint, filed on 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) 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 or potential future identity theft; (d) anxiety, emotional distress, and other economic and non-economic losses; (e) diminution of value of their Private Information; and (f) statutory damages.

8. 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.

9. The Parties agreed to mediate this matter, and in preparation for mediation, conducted informal discovery comprised of written questions and answers, and the production of key documents.

10. The Parties agreed to, and engaged in, pre-mediation discovery so the Parties could fully evaluate the merits and challenges to their case. The Parties discussed the list of categories of information, and some specific information, about which discovery was necessary in order to have meaningful settlement discussions.

11. Defendant provided Plaintiffs' counsel answers to specific questions regarding the geographical reach of the Class, the categories of information accessed, and the number of Settlement Class Members whose Social Security numbers were exposed. Plaintiffs provided information requested by Defendant about themselves.

12. Multiple pre-mediation conferences were held with the mediator Bennett G. Picker, Esq. of Stradley Ronon Stevens & Young, LLP; some joint and some only with Plaintiffs or Defendant. On June 8, 2023, the Parties participated in formal mediation with Mr. Picker. Following the formal mediation date, the Parties continued negotiating and advancing their positions and making some compromises. And then, only after ongoing and considerable negotiations, the Parties reached an agreement in principle, subject to the preparation and execution of a formal settlement agreement, and subject to Preliminary Approval and Final Approval by the Court as required by Rules 1702, 1708, 1709, 1710, and 1714 of the Pennsylvania Rules of Civil Procedure.

13. Under the terms of the Settlement Agreement, Defendant: (i) shall pay a maximum sum of \$800,000 to compensate Plaintiffs and Settlement Class Members for claims made; (ii) will not object to an award of up to \$266,667 for Court-ordered attorneys' fees and reasonable costs awarded to Class Counsel; (iii) shall pay Service Awards, subject to court approval, in the amount of \$2,500 to Class Representatives Steven Hassell and Jerome Raniell; and (iv) shall pay the

settlement expenses, including the Notice to the Settlement Class, Claims Administration, and claims Dispute Resolution.

14. Plaintiffs and the Settlement Class Members agreed to fully, finally, and forever resolve, discharge, and release only claims on behalf of Settlement Class Members that were or could have been asserted in this action in exchange for the Defendant's agreement to pay up to \$800,000 in damages to Settlement Class Members.

15. Based on our experience in data breach litigations, we believe the Settlement represents an excellent recovery for Settlement Class Members.

16. From the inception, this Action involved sharply opposed positions on several fundamental legal questions, including: (i) whether Plaintiffs stated valid claims; (ii) whether the Class was certifiable; (iii) whether Defendant's acts and/or omissions constituted negligence; (iv) whether Defendant's acts and/or omissions constituted a breach of fiduciary duty; (v) whether Defendants' acts and/or omissions constituted a violation of Pennsylvania's Unfair Trade Practices and Consumer Protection Law; (vi) whether declaratory relief was appropriate; and (vii) the appropriate methodology for establishing damages on a class-wide basis and the amount of damages to be recovered.

17. We and our Co-Counsel continue to believe the claims asserted in the Action are meritorious; that Plaintiffs would establish liability and recover substantial damages if the Action proceeded to trial; and that the final judgment and this Court's certification of the Class would be affirmed on appeal. Continued litigation of this case, however, would have required substantial motions practice, extensive factual discovery, significant legal research and briefing, and expert retention and analysis. Plaintiffs' ultimate success in the Action requires them to prevail, in whole or in part, at all of these junctures. Conversely, Defendant's success at any one of these junctures

could or would have defeated Plaintiffs' claims. Thus, continued litigation posed significant risks and countless uncertainties, as well as the time, expense, and delays associated with trial and appellate proceedings—particularly in the context of complex litigation.

18. In negotiating this Settlement, Class Counsel had the benefit of years of experience litigating and negotiating settlements in a number of data breach cases. We have worked with our co-counsel before and know them to be highly experienced in class action litigation, and also in the area of data breach cases.

19. Class Counsel conducted a thorough and efficient investigation and analysis of Plaintiffs' claims and Spear Wilderman's defenses. This investigation enabled us to gain an understanding of the evidence related to central legal and factual issues in the Action as they relate to class certification and the merits of Plaintiffs' and the Class's claims, and prepared counsel for well-informed, arm's length settlement negotiations.

20. We have a thorough understanding of the practical and legal issues Plaintiffs and the Class would continue to face litigating these claims against Defendant based, in large part, on similar claims challenging other data breach cases litigated across the country. We were well positioned to evaluate the strengths and weaknesses of Plaintiffs' and the Class's claims, as well as the appropriate basis upon which to settle them as a result of our leadership roles in similar data breach class action cases against entities throughout the country.

21. While we are confident in the strength of our case, we are also pragmatic in our awareness of the various defenses available to Defendant and the risks inherent to litigation. We also recognize that protracted litigation carries with it inherent risks that would have delayed and endangered Class Members' monetary recovery. Even if Plaintiffs did prevail at trial, recovery could be delayed for years by appeals. Under the circumstances, Plaintiffs and Class Counsel

appropriately determined that the Settlement reached with Defendant outweighs the gamble of continued litigation.

22. The Settlement provides immediate monetary and non-monetary relief to Class Members without further delay.

23. The Settlement is the best vehicle for Class Members to receive the relief to which they are entitled in a prompt and efficient manner. Ongoing litigation would involve lengthy pretrial proceedings in this Court and, ultimately, a trial and appeal. Absent the Settlement, the Action would likely continue for several more years and the outcome would be uncertain.

24. Based on the above, on July 28, 2023, Plaintiffs moved the Court to grant preliminary approval of the Settlement, approve the proposed Notice Program, direct notice be given to the Settlement Class, and schedule a fairness hearing on Final Approval. On September 8, 2023, the Court granted Plaintiffs' motion and appointed KCC Class Action Services, LLC ("KCC") as Settlement Administrator.

25. The Notice Program was comprised of two parts: (1) Mailed Notice to all identifiable Settlement Class Members (the "Short Notice"); and (2) a customary long-form Notice with more detail than the Mailed Notice, which was made available on the Settlement Website where Settlement Class Members could access the Settlement Agreement and other important case related documents and information.


26. Through the Notice Program, Class Members were made aware of their right to exclude themselves from or object to the terms of the Settlement.

27. The deadline for Class Members to object to the proposed Settlement Agreement passed on November 27, 2023, and we understand that there was only one objection. In our experience, this suggests that Class Members are overwhelmingly satisfied with the Settlement.

28. Based on the facts and circumstances in this case, Class Counsel and Plaintiffs believe the Settlement meets the standards for final approval under the Pennsylvania Rules of Civil Procedure and is a fair, reasonable, and adequate result for the Settlement Class. Class Counsel strongly endorses this Settlement.

29. We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 13, 2023 in Philadelphia, Pennsylvania.


/s/ _____
Richard M. Golomb, Esq.

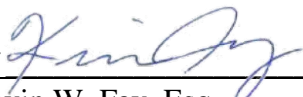

/s/ _____
Kevin W. Fay, Esq.

EXHIBIT 3

STEVEN HASSELL and JEROME RANIELL, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

SPEAR WILDERMAN, P.C.,

Defendant.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION No. 230401942

DECLARATION OF
GIO SANTIAGO OF KCC CLASS
ACTION SERVICES, LLC IN SUPPORT
OF FINAL APPROVAL OF
SETTLEMENT

I, Gio Santiago, hereby declare and state as follows:

1. I am a Senior Project Manager of KCC Class Action Services, LLC (“KCC”), the Settlement Administrator appointed in the above-captioned case, whose principal office is located at San Rafael, California. I am over the age of 21 and am authorized to make this declaration on behalf of KCC and myself. The following statements are based on my personal knowledge and information provided by other experienced KCC employees working on this case. This declaration is being filed in support of final approval.

2. KCC is a full-service class action settlement administrator that provides, among other things, notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. KCC’s experience includes the provision of notice and administration services for numerous settlements relating to antitrust, consumer fraud, civil rights, employment, negligent disclosure, and securities fraud class action lawsuits. With more than 30 years of industry experience, KCC has developed efficient, secure, and cost-effective methods to properly handle the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of these matters to ensure the orderly and fair

treatment of class members and all parties in interest. KCC has been retained to administer more than 7,200 class actions and distributed settlement payments totaling well over a trillion in assets.

3. KCC was appointed as the settlement administrator, to provide notification and administration services in connection with the settlement agreement (the “Settlement Agreement”) entered into in connection with the Hassell, et al. v. Spear Wilderman, P.C., matter referred to herein as the “Settlement.” KCC’s duties in this action have and will include: (a) receiving and analyzing the potential Settlement Class Member contact list (the “Class List”) from defense counsel; (b) creating a website with online claim filing capabilities; (c) establishing a toll-free number; (d) establishing a mailing address for the receipt of mail; (e) preparing and sending the Settlement Class Notice via First Class Mail; (f) receiving and processing undeliverable mail from the United States Postal Service (“USPS”) with forwarding addresses; (g) receiving and processing undeliverable mail from the USPS; (h) receiving and processing Claim Forms; (i) receiving and processing opt outs; and (j) such other tasks as counsel for the Parties or the Court request KCC perform.

4. KCC received a data file of potential Settlement Class Members from the Defendant on September 20, 2023 that contained 86,287 unique records with names and mailing addresses. In an effort to ensure that Notices would be deliverable to the Settlement Class Members, KCC ran the updated Class List through the USPS’s NCOA database and updated the Class List with address changes received from the NCOA.

5. KCC created a dedicated Settlement website entitled www.spearlawdatasettlement.com (the “Settlement Website”). The Settlement Website “went live” on October 9, 2023 and contains details of the Settlement, all related court documents, copies of the Notices, and allows Settlement Class members an opportunity to file

a Claim Form online. A true and correct copy the Long-Form Notice, Claim Form and Short-Form Notice, each of which were posted to the Settlement Website, are attached hereto as **Exhibits A, B, and C**, respectively. As of December 4, 2023, the website has received 1,575 unique visits.

6. On September 15, 2023, KCC obtained a post office box with the mailing address *Hassell v. Spear Wilderman Settlement Administrator*, P.O. Box 301130, Los Angeles, California 90030-1130, in order to receive requests for exclusion, Claim Forms, objections, and correspondence from Settlement Class Members.

7. On October 10, 2023, KCC caused 85,527 Short Form Notices to be mailed via First Class Mail to parties on the Class List. The Short Form Notices directed Settlement Class Members to the Settlement Website to obtain additional information and to file a claim. To prevent the filing Claim Forms by individuals outside of the Settlement Class and to curtail fraud, the Short-Form Notices also provided potential Settlement Class Members with a unique Settlement Class Member Claim ID and PIN code on their respective Notices. The Settlement Class Member Claim ID and PIN code is required for Settlement Class Members to file a Claim Form online.

As of December 4, 2023, KCC has received 8,990 of the mailed Short-Form Notices returned as undeliverable by the USPS. Through standard skip-tracing procedures, KCC mailed new Short-Form Notices to 2,327 Settlement Class Members for whom updated addresses were located. 6,862 Short-Form Notices were returned with forwarding addresses for the Settlement Class Members, and a new Short-Form Notice was promptly re-mailed to those Settlement Class Members.

8. The Short-Form Notice advised Settlement Class Members of their right to exclude themselves from the Settlement and that their request must be postmarked by November

27, 2023. As of December 4, 2023, KCC has received [5] timely filed requests for exclusion and [0] late submissions. A list of these Requests for Exclusion are attached hereto as **Exhibit D**.

9. The Short-Form Notice also advised Settlement Class Members of their right to object to the Settlement and that their objection must be filed with the Court by November 27, 2023. To date, and to KCC's knowledge, no timely objections have been filed with the Court.

10. The Notice advised Class Members that they had until November 27, 2023 to either submit a claim through the claims portal or have their mailed Claim Form postmarked on or before November 27, 2023. Through December 4, 2023, KCC has received a total of 2,235 paper and electronic Claims. Of the 2,235 Claims, 2,200 are timely filed and 35 are late claims. KCC has received 40 claims reporting out of pocket expenses.

11. Claims are still being reviewed for validity. It is possible that additional claim forms may arrive over the next couple weeks by U.S. mail and the total number of approved claims could change slightly depending upon the number of claims received during that timeframe.

I declare under penalty of perjury under the laws of Kentucky that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed on December 5th, 2023.



[Gio Santiago]

EXHIBIT

A

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 APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval 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.SpearLawdatasettlement.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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

WHO IS INCLUDED IN THE SETTLEMENT? PAGE 3

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included in the Settlement?
7. I am still not sure if I am included.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY..... PAGE 4

8. What does the Settlement provide?
9. Tell me about the Cash Payments.
10. Tell me about reimbursement for Out-of-Pocket Expenses.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM PAGE 4

11. How do I get a Settlement Benefit?
12. When will I get my Settlement Benefit?
13. What am I giving up to get a Settlement Benefit or stay in the Settlement?
14. What are the Released Claims?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 5

15. How do I get out of the Settlement?
16. If I exclude myself, can I still get a benefit from the Settlement?
17. If I do not exclude myself, can I sue the Defendant for the same thing later?

THE LAWYERS REPRESENTING YOU PAGE 5

18. Do I have a lawyer in this case?
19. How will Class Counsel be paid?

OBJECTING TO THE SETTLEMENT PAGE 5

20. How do I tell the Court that I do not like the Settlement?
21. What is the difference between objecting to and excluding myself from the Settlement?

THE COURT’S FINAL APPROVAL HEARING..... PAGE 6

22. When and where will the Court decide whether to approve the Settlement?
23. Do I have to come to the Final Approval Hearing?
24. May I speak at the Final Approval Hearing?

IF YOU DO NOTHING..... PAGE 6

25. What happens if I do nothing?

GETTING MORE INFORMATION PAGE 6

26. How do I get more information?

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 1-877-754-1139 or visit www.SpearLawdatasettlement.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 \$800,000.00 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 Expenses.

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 **November 27, 2023**. Claim Forms are available and may be filed online at www.SpearLawdatasettlement.com. Claim Forms are also available by calling 1-877-754-1139 or by writing to: *Hassell v. Spear Wilderman* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130.

12. When will I get my Settlement Benefit?

The Court will hold a Final Approval Hearing at 2:00 p.m. on December 20, 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 **November 27, 2023**, to:

Hassell v. Spear Wilderman Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

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 Richard Golomb of Golomb Spirt, 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 becomes final, Class Counsel will ask the Court to award attorneys' fees and costs in the amount of \$266,666.67, as well as \$2,500.00 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 **November 27, 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;
- 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 Approval Hearing; and
- 7) your signature or the signature of your attorney.

Class Counsel:

Richard Golomb
Golomb Spirt, P.C.
1835 Market Street, Suite 2900
Philadelphia, PA 19103

Joseph M. Lyon
The Lyon Firm
2754 Erie Avenue
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

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 APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on December 20, 2023, at the Court of Common Pleas of Philadelphia County, 1400 John F. Kennedy Blvd., Philadelphia, PA 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 Approval 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 Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval 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

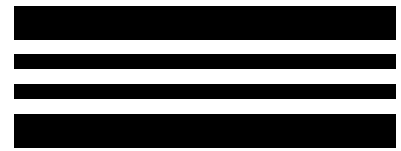
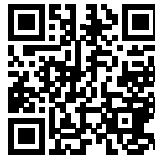
26. How do I get more information?

More details are in the Settlement Agreement, which is available at www.SpearLawdatasettlement.com. You may also call 1-877-541-1139, or write to *Hassell v. Spear Wilderman*, Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130.

EXHIBIT

B

Hassell v. Spear Wilderman
Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

SDI

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

SDI «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

Hassell v. Spear Wilderman, P.C.

COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY

Case ID 23:0401942

**Must Be Postmarked
No Later Than
November 27, 2023**

Claim ID: «Claim Number»

PIN: «PIN»

Claim Form

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

Primary Address

Primary Address Continued

City

State

ZIP Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

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.

Area Code — Telephone Number (Home)

Area Code — Telephone Number (Mobile)



FOR CLAIMS PROCESSING ONLY	OB	CB	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> B
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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 \$125.00) for, among other things, time spent remediating issues related to the Data Incident, fill in the circle 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 [OPTIONAL]

The email address associated with my Venmo account [OPTIONAL]

The email address associated with my Zelle account [OPTIONAL]

Out-of-Pocket Expenses: If you wish to receive reimbursement for Out-of-Pocket Expenses, indicate the total dollar amount of losses incurred as a result of the Data Incident, attach/include supporting documentation such as receipts, sign, and submit or return this Claim Form. You may claim up to \$1,500.00 inclusive of the Cash Payment amount. Out-of-Pocket Expenses include, but are not limited to, unreimbursed losses relating to fraud or identity theft; professional fees, including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

\$ _____

Total Amount

NOTE: You must include documentation supporting your claim for Out-of-Pocket Expenses. This can include receipts or other documentation.

SIGNATURE

I swear and affirm that the foregoing is true and correct.

Signature: _____

Dated (mm/dd/yyyy): _____

Print Name: _____



EXHIBIT C

LEGAL NOTICE

Hassell v. Spear Wilderman, P.C.
COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY
Case ID 23:0401942

**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.

1-877-754-1139

www.SpearLawdatasettlement.com



VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE

SDI

Hassell v. Spear Wilderman
Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

SDI «Claim Number»

Claim ID: «Claim Number»

PIN: «Web Pin Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

Case ID: 230401942
Control No.: 23123422

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 2022 (“Class Members”).

What does the Settlement provide? Class Members may receive Cash Payments (approx. \$125.00) and reimbursement for Out-of-Pocket Expenses (up to \$1,500.00 inclusive of Cash Payment).

How do I get benefits? You must complete and submit a Claim Form by **November 27, 2023**. Claim Forms are available and may be filed online at www.SpearLawdatasettlement.com.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **November 27, 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 Final Approval Hearing. Objections are due **November 27, 2023**.

The Court’s Final Approval Hearing. The Court will hold a Final Approval Hearing in this case (*Hassell v. Spear Wilderman, P.C.*, Case ID 23:0401942) on December 20, 2023 at 2:00 p.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) \$2,500.00 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.

Case ID: 230401942
Control No.: 23123422

EXHIBIT D



SDI:Raniell v. Spear Wilderman Inc

Claim number	Zip code
JA-237-488	19032-1701
JA-557-688	19120-4101
PV-986-370	19040-2406
PV-988-357	19040-2406
OK-485-290	18974-3941

EXHIBIT 4

STEVEN HASSELL and JEROME RANIELL, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

SPEAR WILDERMAN, P.C.,

Defendant.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION No. 230401942

SUPPLEMENTAL DECLARATION OF
GIO SANTIAGO OF KCC CLASS
ACTION SERVICES, LLC IN SUPPORT
OF FINAL APPROVAL OF
SETTLEMENT

I, Gio Santiago, hereby declare and state as follows:

1. I am a Senior Project Manager of KCC Class Action Services, LLC (“KCC”), the Settlement Administrator appointed in the above-captioned case, whose principal office is located at San Rafael, California. I am over the age of 21 and am authorized to make this declaration on behalf of KCC and myself. The following statements are based on my personal knowledge and information provided by other experienced KCC employees working on this case. This declaration is being filed in support of final approval.

2. This declaration supplements KCC’s previous declaration for the purpose of updating the parties and the Court with information related to the toll-free telephone line, total claims count, and objection.

3. KCC established and continues to maintain a toll-free telephone number (1-877-754-1139) for potential Class Members to call and obtain information about the Settlement and/or request a Notice Packet. The telephone hotline became operational on October 9, 2023. As of December 8, 2023, KCC has received a total of 375 calls to the telephone hotline.

4. As of December 8, 2023, KCC has received a total of 2,261 claims.

Case ID: 230401942
Control No.: 23123422

5. As of December 8, 2023, KCC has received one (1) objection to the settlement. A list of the Class Member objecting to the settlement is attached hereto as Exhibit A.

6. It is possible that additional correspondence may arrive over the next couple weeks by U.S. mail and as a result, previous counts may change slightly.

I declare under penalty of perjury under the laws of Kentucky that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed on December 8th, 2023.



[Gio Santiago]

EXHIBIT

A



[SDI:Raniell v. Spear Wilderman Inc](#)

Claim number	Zip code
AY-787-101	19050-3506