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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION – CIVIL

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

Plaintiffs,

Spear Wilderman, P.C.,

Defendant.

Case No. 230401942

Control Nos. 23110264, 23123422, 23123733

FINAL APPROVAL ORDER

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

230401942-Hassell Vs Spear Wilderman, P.C.



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**R. POSTELL
COMMERCE PROGRAM**

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:

AND NOW, this 22nd day of December, 2023, 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

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.

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.

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 Court awards Class Counsel \$266,667.00 in total for attorneys' fees and the reasonable costs and expenses to Settlement Class Counsel. This amount shall be paid from the Settlement Fund.

7. The Court grants Class Counsel's request for Service Awards in the amount of \$2,500 to each named Plaintiff: Steven Hassell and Jerome Raniell. This amount shall be paid from the Settlement Fund.

8. The Parties shall effectuate the Settlement Agreement in accordance with its terms with one exception. By agreement of the parties, and by order of this Court, paragraph 1.28 of the Settlement Agreement is hereby revised to remove the word "vendors" from the definition of "Released Persons." In all other respects, 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.

9. The Court has considered all objections to the Settlement, including the objections of Clifford Brock. 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.

10. 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, and shall also include Clifford Brock. 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, including Clifford Brock, are not bound by the Settlement and are not entitled to any of the benefits under the Settlement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. The pending Motion for Admission Pro Hac Vice is **DISMISSED** as **MOOT**.

BY THE COURT:



12/26/23

DJERASSI, J.