

**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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get Benefits from this Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	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.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
<b>DO NOTHING</b>	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](http://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](http://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](http://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:*

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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](http://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.