

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

IN RE: GATEWAY REHABILITATION
CENTER, DATA BREACH LITIGATION

CIVIL DIVISION – CLASS ACTION
Hon. Alan D. Hertzberg

This Document Relates To: All Cases

No. GD-22-14713

~~PROPOSED~~ FINAL APPROVAL ORDER

On November 4, 2024, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) of the Settlement between the Plaintiffs Melissa Masters, Candace Coast, Mark Asel, Joe Kennedy, John Lucarelli, Dylan Morris, and Christopher Ciccozzi, on behalf of themselves and the Settlement Class, and Defendant Gateway Rehabilitation Center d/b/a Gateway Rehab (“Gateway”) as memorialized in the attachment to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;¹

On December 9, 2024, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, file claims, object, and/or appear at the final approval hearing;

On February 21, 2025, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits, and, on January 24, 2025, Settlement Class Counsel filed their Application for Attorneys’ Fees, Expenses and Service Awards and accompanying Memorandum of Law and supporting exhibits (“Fee Application”); and

¹ The capitalized terms used in this Final Approval Order and Judgment shall be construed according to their meaning as defined in the Settlement except as may otherwise be indicated.

On March 10, 2025, the Court held a final approval hearing to determine, *inter alia*: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Second Consolidated Amended Complaint with prejudice. Prior to the final approval hearing, Settlement Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties' instructions and 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, the award of attorneys' fees, costs, and expenses, and the payment of Service Awards.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and Counsel for Gateway, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Awards, and having reviewed the materials in support thereof, and good cause appearing in the record and Plaintiffs' Final Approval Motion is **GRANTED**, and Class Counsel's Fee Application is **GRANTED**, and:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.
2. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. The Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

Objections and Opt Outs

7. Zero (0) objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects.

8. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

9. A list of those Settlement Class Members who have timely and validly elected to opt-out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of Camerson R. Azari, filed in advance of the final approval hearing. That list is attached as Exhibit A to this Order. The persons and/or entities listed in Exhibit A are not bound by the Settlement, this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall not be deemed to have released and discharged the Released Claims.

Notice to the Class

10. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied Pa. R. Civ. P. 1712 and 1714, the constitutional requirement of due process, and any other legal requirements, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Pennsylvania Rules of Civil Procedure and all other applicable laws.

Class Certification

11. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All natural persons who are residents of the United States whose Personal Information was involved in the Data Security Incident, including all who were sent notice of the Data Security Incident.

The Settlement Class specifically excludes: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) Gateway, its

subsidiaries, parent companies, successors, predecessors, and any entity in which Gateway or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

12. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Pa. R. Civ. P. 1702, 1708, and 1709, namely that the class is so numerous that joinder of all members is impracticable; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class, as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; and that a class action is a fair and efficient method for adjudicating this controversy.

13. The Court grants final approval to the appointment of Melissa Masters, Candace Coast, Mark Asel, Joe Kennedy, John Lucarelli, Dylan Morris, and Christopher Ciccozzi as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

14. The Court grants final approval to the appointment of the Court finds that Jonathan Shub, Benjamin F. Johns, and Samantha Holbrook of Shub Johns & Holbrook LLP; Gary F. Lynch, Nicholas A. Colella, and Patrick D. Donathen of Lynch Carpenter LLC; Gary Mason and Danielle Perry of Mason LLP; Gary Klinger and David Lietz of Milberg; Brian Gudmundson of Zimmerman Reed LLP; Charles E. Schaffer of Levin, Sedran, Berman LLP; and Jeffrey S. Goldenberg of Goldenberg Schneider, LPA as Settlement Class Counsel. The Court concludes that Settlement Class Counsel have adequately represented the Settlement Class and will continue to do so.

Award of Attorneys' Fees, Costs, and Expenses and Service Awards

15. The Court has considered Settlement Class Counsel's Motion for attorneys' fees, costs, and expenses, and for Service Awards.

16. Pursuant to Rule 1717 and applicable caselaw, the Court awards Settlement Class Counsel \$271,250.00 as an award of reasonable attorneys' fees and \$15,665.33 in reimbursement of reasonable expenses in accordance with the Settlement. The Court finds this amount of fees, costs, and expenses to be fair and reasonable in light of: (1) the time and effort reasonably expended by Settlement Class Counsel in the litigation; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the Settlement Class; (4) the magnitude, complexity, and uniqueness of the litigation, and (5) the fact that Settlement Class Counsel provided their services on a contingency fee basis. This award of attorneys' fees, costs, and expenses shall be paid in accordance with the Settlement. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

17. The Court grants Settlement Class Counsel's request for Service Awards and awards of \$2,500 to each named Plaintiff: Melissa Masters, Candace Coast, Mark Asel, Joe Kennedy, John Lucarelli, Dylan Morris, and Christopher Ciccozzi.

18. The Court finds that these payments are justified by their service to the Settlement Class. These Service Awards shall be paid in accordance with the Settlement.

Other Provisions

19. The Parties to the Settlement shall carry out their respective obligations thereunder.

20. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to Participating Settlement Class Members, pursuant to the terms and conditions of the Settlement.

21. As of the Effective Date, the Settlement Class Representatives and all Settlement Class Members (not identified in Exhibit A), on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action.

22. The Settlement Class Representatives and Settlement Class Members (not identified in Exhibit A) are enjoined from prosecuting any Released Claims in any proceeding against any of the Released Parties or prosecuting any claim based on any actions taken by any of the Released Parties that are authorized or required by this Settlement or by the Final Approval Order and Judgment. It is further agreed that the Settlement and/or this Final Approval Order and Judgment may be pleaded as a complete defense to any proceeding subject to this section.

23. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and 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 Gateway of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Gateway or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action.

24. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any the Released Claims in any other proceeding, or as otherwise required by law.

25. 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 the Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

26. The Court hereby dismisses the Action and Second Consolidated Amended Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

DONE AND ORDERED in on this 10 day of March, 2025.

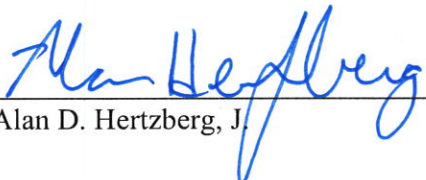

Alan D. Hertzberg, J.

Exhibit A



Exclusion Report
Gateway Rehabilitation Center Data Breach

Number	Name ID
1	xx953