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13 *Attorneys for Plaintiffs*

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

16 *IN RE: HANNA ANDERSSON AND*
17 *SALESFORCE.COM DATA BREACH*
LITIGATION

Master File No.: 3:20-cv-00812-EMC

18
19 This Document Relates To: ALL ACTIONS

~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Docket Nos. 69-70

1 On December 29, 2020, the Court entered an order granting preliminary approval (the
2 “Preliminary Approval Order”) to the November 18, 2020 Settlement Agreement and Release
3 (“Settlement Agreement”) between Plaintiffs Bernadette Barnes, Krista Gill and Doug Sumerfield,
4 individually and on behalf of the Settlement Class (as defined below) and Defendants Hanna
5 Andersson, LLC (“Hanna”) and salesforce.com, inc. (“Salesforce,” and, collectively,
6 “Defendants”).¹

7 Commencing on February 5, 2021, pursuant to the notice requirements in the Settlement
8 Agreement and the Preliminary Approval Order, Angeion Group (the “Claims Administrator”)
9 provided Notice to Settlement Class Members in compliance with Section IV of the Settlement
10 Agreement and the Notice Program, due process, and Rule 23 of the Federal Rules of Civil
11 Procedure. The notice:

12 (a) fully and accurately informed Settlement Class Members about the Litigation and the
13 existence and terms of the Settlement Agreement;

14 (b) advised Settlement Class Members of their right to request exclusion from the
15 Settlement and provided sufficient information so that Settlement Class Members were
16 able to decide whether to accept the benefits offered, opt out and pursue their own
remedies, or object to the proposed settlement;

17 (c) provided procedures for Settlement Class Members to file written objections to the
18 proposed settlement, to appear at the Final Approval Hearing, and to state objections to the
proposed settlement; and

19 (d) provided the time, date, and place of the Final Approval Hearing.

20 On June 17, 2021, the Court held a Final Approval Hearing to determine whether the
21 proposed settlement is fair, reasonable and adequate and whether judgment should be entered
22 dismissing this Litigation with prejudice. The Court reviewed (a) the Motion for Final Approval of
23 Class Action Settlement and Certification of the Settlement Class and all supporting materials,
24 including but not limited to the Settlement Agreement; and (b) Plaintiffs’ Motion for Approval of
25 Attorneys’ Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs
26

27 ¹ Capitalized terms used in this Final Approval Order shall have the same meaning as
28 defined in the Settlement Agreement unless otherwise expressly stated.

1 and all supporting materials (collectively, the “Motions”). There were no objections or comments
2 filed with or presented to the Court. The Court also considered the oral argument of counsel.
3 Based on this review and the findings below, the Court finds good cause to grant the Motions.

4 **IT IS HEREBY ORDERED:**

5 1. The Court has jurisdiction over the subject matter of this Litigation, all claims raised
6 therein, and all Parties thereto, including the Settlement Class.

7 2. The Settlement Agreement is fair, reasonable, and adequate. The Settlement
8 Agreement was negotiated at arm’s-length, in good faith and without collusion, by capable and
9 experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating
10 the Litigation, and with the active involvement of the Parties. Moreover, the Settlement Agreement
11 confers sufficient benefits on the Settlement Class Members, is not contrary to the public interest,
12 and will provide the Parties with repose from litigation. The Parties faced significant risks,
13 expense, and/or uncertainty from continued litigation of this matter, which further supports the
14 Court’s conclusion that the settlement is fair, reasonable, and adequate.

15 3. The Court grants final approval of the Settlement Agreement in full, including but
16 not limited to the releases therein and the procedures for distribution of the Settlement Fund. All
17 Settlement Class Members who have not excluded themselves from the Settlement Class are bound
18 by this Final Approval Order and Judgment.

19 4. The Parties shall carry out their respective obligations under the Settlement
20 Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall
21 be made available to the various Settlement Class Members submitting valid Claim forms, pursuant
22 to the terms and conditions in the Settlement Agreement. The Settlement Agreement is
23 incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect
24 of an order of this Court.

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NOTICE TO THE CLASS

11. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

ATTORNEYS' FEES AND COSTS, SERVICE AWARDS

12. The Court awards Class Counsel \$100,000.00 in fees and reimbursement of \$8,696.54 in costs. The Court finds these amounts to be fair and reasonable. Payment shall be made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement Agreement.

13. The Court awards \$2,500 to Ms. Barnes and \$5,000 jointly to Ms. Gill and Mr. Sumerfield as a service award. The Court finds this amount is justified by their service to the Settlement Class. Payments shall be made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement Agreement.

RELEASE

14. Each Settlement Class Member, including Class Representatives, are: (1) deemed to have completely and unconditionally released, forever discharged and acquitted Defendants and the Released Persons from all claims arising out of or asserted in the Litigation and all Released Claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Paragraphs 1.28-1.29 and 8.1 of the Settlement Agreement and are specifically approved and incorporated herein by this reference (the "Release").

1 In addition, Class Representatives are deemed to have waived (i) the provisions of California Civil
2 Code § 1542, which provides that a general release does not extend to claims that the creditor does
3 not know or suspect to exist in his or her favor at the time of executing the release, which if known
4 by him or her must have materially affected his or her settlement with the debtor, and (ii) any law of
5 any state or territory of the United States that is similar, comparable, or equivalent to California
6 Civil Code § 1542.

7 15. The Settlement Agreement and this Final Approval Order and Judgment apply to all
8 claims or causes of action settled under the Settlement Agreement, and binds Class Representatives
9 and all Settlement Class Members who did not properly request exclusion. The Settlement
10 Agreement and this Final Approval Order and Judgment shall have maximum res judicata,
11 collateral estoppel, and all other preclusive effect in any and all causes of action, claims for relief,
12 suits, demands, petitions, or any other challenges or allegations that arise out of or relate to the
13 subject matter of the Litigation and/or the Complaint.

14 **OTHER PROVISIONS**

15 16. The Settlement Fund, consisting of four hundred thousand dollars and no cents
16 (\$400,000.00), shall be used to pay all costs of the settlement, including all Awards and payments to
17 Settlement Class Members, costs of Claims Administration, payments made to the Claims Referee,
18 the Attorneys' Fees and Expenses Award to Class Counsel, and the Class Representatives' Service
19 Awards.

20 17. If any money remains in the Settlement Fund after the payment of all Settlement
21 Payments to Settlement Class Members, costs of Claims Administration, payments made to the
22 Claims Referee, the Attorneys' Fees and Expenses Award to Class Counsel, and the Class
23 Representatives' Service Awards, the Parties shall return to the Court seeking direction as to the
24 disposition of these funds, including the selection of a *cy pres* recipient, pursuant to Paragraph 7.6
25 of the Settlement Agreement.

26 18. The Settlement Agreement and this Final Approval Order and Judgment, and all
27 documents, supporting materials, representations, statements and proceedings relating to the
28

1 Settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by
2 or against Defendants of liability, fault, wrongdoing, or violation of any law, or of the validity or
3 certifiability for litigation purposes of the Settlement Class or any claims that were or could have
4 been asserted in the Litigation.

5 19. The Settlement Agreement and this Final Approval Order and Judgment, and all
6 documents, supporting materials, representations, statements and proceedings relating to the
7 Settlement shall not be offered or received into evidence, and are not admissible into evidence, in
8 any action or proceeding, except that the Settlement Agreement and this Final Approval Order and
9 Judgment may be filed in any action by any Defendant or the Settlement Class Members seeking to
10 enforce the Settlement Agreement or the Final Approval Order and Judgment.

11 20. Consistent with Paragraph 10.3 of the Settlement Agreement, if the Effective Date
12 does not occur for any reason, the following will occur: (a) the Final Approval Order and Judgment
13 and all of their provisions, will be vacated, including, but not limited to the Attorneys' Fees and
14 Expenses Award and the Class Representatives' Service Awards, and the Final Approval Order and
15 Judgment will not waive, release or otherwise impact the Parties' rights or arguments in any
16 respect; and (b) the Litigation will revert to the status that existed before the Settlement
17 Agreement's execution date, and the Parties shall be restored to their respective positions in the
18 Litigation as if the Settlement Agreement had never been entered into. No term or draft of this
19 Settlement Agreement, or any part of the Parties' settlement discussions, negotiations, or
20 documentation will have any effect or be admissible in evidence for any purpose in the Litigation.

21 21. Within 21 days after the distribution of the Settlement Funds and payment of
22 attorneys' fees, the parties will file a Post-Distribution Accounting with the Court and post it on the
23 settlement website.

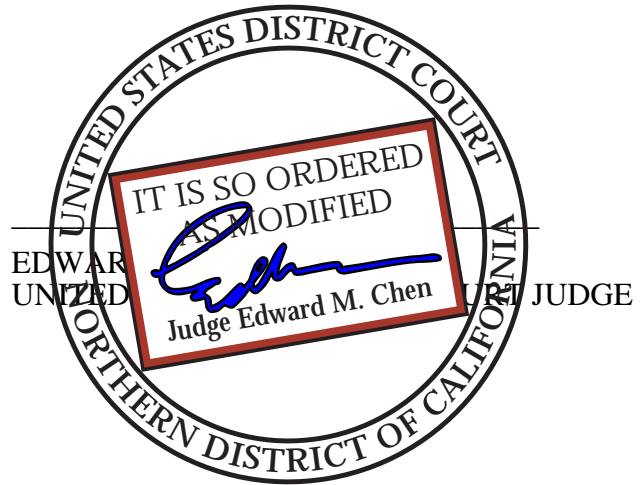
24 22. Without affecting the finality of this Final Approval Order and Judgment, the Court
25 will retain jurisdiction over this Litigation and the Parties with respect to the interpretation,
26 implementation and enforcement of the Settlement Agreement for all purposes.

1 23. The Court hereby dismisses the Action in its entirety with prejudice, and without
2 fees or costs except as otherwise provided for herein.

3 **NOW, THEREFORE,** the Court hereby enters judgment in this matter pursuant to Rule 58
4 of the Federal Rules of Civil Procedure.

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6 **IT IS SO ORDERED.**

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8 DATED: June 25, 2021



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EXHIBIT A

First Name	Last Name	Date Exclusion Filed
Gail	DeFeo	2/5/2021 19:20
Jihye	Choi	2/5/2021 19:56
Katherine	Lay	2/5/2021 21:06
Kara	Blackwell	2/5/2021 21:11
Tracy	Mollett	2/5/2021 22:01
Kaleena	Anderson	2/5/2021 23:38
Barbara	Andersen	2/6/2021 12:21
Janine	Kurth	2/6/2021 18:50
Virginia	Hughes	2/6/2021 23:43
Julie	Swiercz	2/15/2021 7:25
Richard	Turner	3/6/2021 5:50
Robert	Jordan	3/17/2021 9:15
Lorraine	Staples	4/21/2021 18:50