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13 *Attorneys for Plaintiffs*

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

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

18
19 This Document Relates To: ALL ACTIONS

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

**~~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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1 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

2 5. No objections or comments to the Settlement were submitted by Settlement Class
3 Members or persons or entities to whom notice was provided under the Class Action Fairness Act.
4 All persons who did not object to the Settlement in the manner set forth in the Settlement
5 Agreement are deemed to have waived any objections, including but not limited to by appeal,
6 collateral attack, or otherwise.

7 6. Only 13 members of the Settlement Class made a valid and timely request to be
8 excluded from the Settlement and the Settlement Class (the “Opt-Out Members”). Attached hereto
9 as **Exhibit A** is a list of the 13 individuals who made valid and timely opt-out requests.

10 **CERTIFICATION OF THE SETTLEMENT CLASS**

11 7. Solely for purposes of the Settlement Agreement and this Final Approval Order and
12 Judgment, the Court hereby certifies the following Settlement Class:

13 All individuals residing in the United States who made purchases on the Hanna Andersson
14 website from September 16, 2019 to November 11, 2019.

15 8. The Court incorporates its preliminary conclusions in the Preliminary Approval
16 Order, ECF No. 68, regarding the satisfaction of Federal Rules of Civil Procedure 23(a) and 23(b).
17 Because the Settlement Class is certified solely for purposes of settlement, the Court need not
18 address any issues of manageability for litigation purposes.

19 9. The Court grants final approval to the appointment of Plaintiffs Bernadette Barnes,
20 Krista Gill and Doug Sumerfield as the Class Representatives, and concludes that they have fairly
21 and adequately represented the Settlement Class and shall continue to do so.

22 10. The Court grants final approval to the appointment Rachele R. Byrd of Wolf
23 Haldenstein Adler Freeman & Herz LLP, M. Anderson Berry of Clayco C. Arnold, A Professional
24 Law Corporation, and John A. Yanchunis of Morgan & Morgan Complex Litigation Group, as
25 Class Counsel. Class Counsel have fairly and adequately represented the Settlement Class and shall
26 continue to do so.

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1 **NOTICE TO THE CLASS**

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

11 **ATTORNEYS' FEES AND COSTS, SERVICE AWARDS**

12 12. The Court awards Class Counsel \$100,000.00 in fees and reimbursement of
13 \$8,696.54 in costs. The Court finds these amounts to be fair and reasonable. Payment shall be
14 made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement
15 Agreement.

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

20 **RELEASE**

21 14. Each Settlement Class Member, including Class Representatives, are: (1) deemed to
22 have completely and unconditionally released, forever discharged and acquitted Defendants and the
23 Released Persons from all claims arising out of or asserted in the Litigation and all Released Claims
24 released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting,
25 instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release
26 described in this paragraph are set forth in Paragraphs 1.28-1.29 and 8.1 of the Settlement
27 Agreement and are specifically approved and incorporated herein by this reference (the "Release").
28

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
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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.

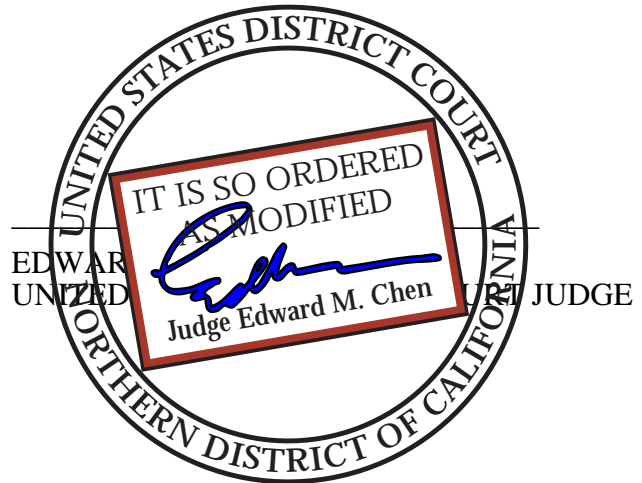
24 22. Without affecting the finality of this Final Approval Order and Judgment, the Court
25 will retain jurisdiction over this Litigation and the Parties with respect to the interpretation,
26 implementation and enforcement of the Settlement Agreement for all purposes.

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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