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18 **UNITED STATES DISTRICT COURT**
19 **NORTHERN DISTRICT OF CALIFORNIA**
20 **SAN FRANCISCO DIVISION**

21 *IN RE: HANNA ANDERSSON AND*
22 *SALESFORCE.COM DATA BREACH*
23 *LITIGATION*

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

24 This Document Relates To: ALL ACTIONS

25 ~~PROPOSED~~ **ORDER GRANTING**
26 **PLAINTIFFS' MOTION FOR**
27 **PRELIMINARY APPROVAL OF CLASS**
28 **ACTION SETTLEMENT**

COURTROOM: Courtroom 5 – 17th Floor
JUDGE: Hon. Edward M. Chen

1 This matter is before the Court on Plaintiffs’ motion for preliminary approval of the
2 proposed class action settlement. Plaintiffs, individually and on behalf of the proposed Settlement
3 Class, and Defendants have entered into a Settlement Agreement and Release, dated November
4 19, 2020, (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation.
5 Having considered the motion, the Settlement Agreement together with all exhibits and
6 attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS
7 **HEREBY ORDERED** as follows:

8 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
9 same meaning ascribed to those terms in the Settlement Agreement.

10 2. The Court has jurisdiction over this litigation, Representative Plaintiffs,
11 Defendants, Settlement Class Members, and any party to any agreement that is part of or related to
12 the Settlement Agreement.

13 **PRELIMINARY APPROVAL**

14 3. The Court has reviewed the terms of the proposed Settlement Agreement, the
15 exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declarations of
16 counsel and the Claims Administrator. Based on its review of these papers, the Court finds that
17 the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations
18 conducted with the assistance of Martin Quinn, Esq. of JAMS during a day-long mediation session
19 on June 19, 2020, through which the basic terms of the settlement were negotiated and finalized.
20 The Court further observes that the Settlement Agreement is the product of an informal exchange
21 of fact discovery. The terms of the Settlement Agreement do not improperly grant preferential
22 treatment to any individual or segment of the Settlement Class and fall within the range of
23 possible approval as fair, reasonable, and adequate.

24 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement
25 and all of the terms and conditions contained therein.

26 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

27 5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies,
28 for settlement purposes only, the Settlement Class defined in the Settlement Agreement as

1 follows:

2 6. All individuals residing in the United States who made purchases on the Hanna
3 Andersson website from September 16, 2019 to November 11, 2019 (the “Settlement Class
4 Members”). The Court preliminarily finds that the Settlement Class satisfies the requirements of
5 Federal Rule of Civil Procedure 23(a) for settlement purposes: the Settlement Class is comprised
6 of approximately 200,273 individuals; there are questions of law or fact common to the Settlement
7 Class; the Representative Plaintiffs’ claims are typical of those of Settlement Class Members; and
8 the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement
9 Class.

10 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of
11 Federal Rule of Civil Procedure 23(b)(3) for settlement purposes: the questions of law or fact
12 common to the Settlement Class predominate over individual questions; and class action litigation
13 is superior to other available methods for the fair and efficient adjudication of this controversy.

14 8. The Court hereby appoints Bernadette Barnes, Krista Gill and Doug Sumerfield as
15 the Representative Plaintiffs of the Settlement Class.

16 9. The Court hereby appoints as Class Counsel Rachele R. Byrd of Wolf Haldenstein
17 Adler Freeman & Herz LLP, M. Anderson Berry of Clayco C. Arnold, A Professional Corporation
18 and John A. Yanchunis of Morgan & Morgan Complex Litigation Group.

19 **NOTICE AND ADMINISTRATION**

20 10. Pursuant to the Settlement Agreement, the Parties have designated Angeion Group
21 as the Claims Administrator. Angeion Group shall perform all the duties of the Claims
22 Administrator set forth in the Settlement Agreement, and shall include the addition of a social
23 media notice campaign and a second round of email notice to the Settlement Class (hereafter, the
24 “Class Notice and Notice Program”).

25 11. The Court approves the Long Notice, attached hereto as **Exhibit A**, and the
26 Summary Notice, attached hereto as **Exhibit B**. The Court finds that the Class Notice and Notice
27 Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil
28 Procedure and provide the best notice practicable under the circumstances. The Class Notice and

1 Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of
2 this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right
3 of Settlement Class Members to object to the Settlement Agreement or exclude themselves from
4 the Settlement Class and the process for doing so (with the addition of the option of submitting
5 opt-outs electronically), and of the Final Approval Hearing. The Court therefore approves the
6 Class Notice and Notice Program and directs the parties and the Claims Administrator to proceed
7 with providing notice to Settlement Class Members pursuant to the terms of the Settlement
8 Agreement and this Order.

9 12. The Claims Administrator shall commence the Class Notice and Notice Program
10 within the time required by the Settlement Agreement.

11 13. The Court also approves the Claim Form.

12 **EXCLUSION AND OBJECTIONS**

13 14. Settlement Class Members who wish to opt-out and exclude themselves from the
14 Settlement Class may do so by notifying the Claims Administrator in writing, postmarked or
15 submitted electronically through the settlement website no later than April 28, 2021 (120
16 calendar days after entry of this Order). To be valid, each request for exclusion must be made in
17 writing and: (a) state the Settlement Class Member's full name, address and telephone number;
18 (b) contain the Settlement Class Member's personal and original signature or the original signature
19 of a person authorized by law to act on the Settlement Class Member's behalf with respect to a
20 claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting
21 under a power of attorney; and (c) state unequivocally the Settlement Class Member's intent to be
22 excluded from the Settlement. If a Settlement Class Member's Request for Exclusion covers a
23 payment card that includes co-signers or co-holders on the same payment card account, the
24 Settlement Class Member's Request for Exclusion shall be deemed to be properly completed and
25 executed as to that payment card only if all co-signers or co-holders elect to and validly opt out in
26 accordance with the provisions of this Paragraph. All Requests for Exclusion must be submitted
27 individually in connection with a Settlement Class Member, *i.e.*, one request is required for every
28 Settlement Class Member seeking exclusion.

1 15. All Settlement Class Members who do not opt out and exclude themselves shall be
2 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and
3 Judgment.

4 16. Settlement Class Members who wish to object to the Settlement may do so by
5 submitting a written objection to the Court in accordance with the procedures outlined in the Class
6 Notice, postmarked or filed no later than April 28, 2021 (120 calendar days after entry of
7 this Order). The written objection must contain: (i) the objector's full name, address, telephone
8 number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class
9 Member, including proof that the objector is a member of the Settlement Class; (iii) a statement of
10 whether the objection applies only to the objector, to a specific subset of the Settlement Class, or
11 to the entire Settlement Class; (iv) a clear and detailed written statement of the specific legal and
12 factual bases for each and every objection, accompanied by any legal support for the objection the
13 objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a
14 statement whether the objector intends to appear at the Final Approval Hearing, either in person or
15 through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who
16 will be called to testify at the final approval hearing in support of the objections; and (viii) the
17 objector's signature and the signature of the objector's duly authorized attorney or other duly
18 authorized representative.

19 17. Any Settlement Class Member who does not timely file a written objection in
20 accordance with these procedures and the procedures detailed in the Class Notice and Settlement
21 Agreement shall be deemed to have waived any objection, shall not be permitted to object to the
22 Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or
23 the Final Approval Order by appeal or other means.

24 **FINAL APPROVAL HEARING**

25 18. The Court will hold a Final Approval Hearing on June 17, 2021 at 1:30 p.m. in the
26 United States District Court, Northern District of California, 450 Golden Gate Avenue, San
27 Francisco, California 94102.

1 19. At the Final Approval Hearing, the Court will consider whether:
 2 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally
 3 certified; (c) a final judgment should be entered; (d) Class Counsel's motion for attorneys' fees
 4 and costs should be granted; and (e) the service awards sought for Representative Plaintiffs should
 5 be granted.

6 20. The Court reserves the right to continue the date of the Final Approval Hearing
 7 without further notice to Settlement Class Members.

8 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Hanna to provide Settlement Class Member data to Claims Administrator	Within 10 business days of entry of this Order
Notice Program per Settlement Agreement commences	Within 30 days of Hanna providing Class Member Data to the Claims Administrator
Class Counsel's Motion for Attorneys' Fees and Costs	35 days prior to the Objection Deadline
Opt-Out and Objection Deadline	120 days after entry of this Order
Motion for Final Approval	35 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs	21 days after filing of the Motion for Final Approval
Final Approval Hearing	June 17, 2021 at 1:30 p.m.

19
 20 21. All proceedings and deadlines in this matter, except those necessary to implement
 21 this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22 22. All Settlement Class Members who do not validly opt out and exclude themselves
 23 are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the
 24 Settlement Agreement until further order of the Court.

25 23. In the event that the Settlement Agreement is terminated pursuant to the terms of
 26 the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall
 27 have no further force or effect, and shall not be used in the Litigation or any other proceedings for
 28 any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that

1 survive termination; (b) this matter will revert to the status that existed before execution of the
2 Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the
3 Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed
4 in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence
5 for any purpose in this Litigation or in any other action or proceeding other than as may be
6 necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be
7 deemed an admission or concession by any Settling Party regarding the validity of any of the
8 Released Claims or the propriety of certifying any class against any Defendant, or (iii) be deemed
9 an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged
10 in the Litigation or the availability or lack of availability of any defense to the Released Claims.

11 **IT IS SO ORDERED.**

12
13 Dated: December 29, 2020

14 
15 _____
16 EDWARD M. CHEN
17 UNITED STATES DISTRICT COURT JUDGE
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27 26813v3

EXHIBIT A

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

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

This Document Relates To: ALL ACTIONS

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

**NOTICE OF PENDENCY OF CLASS
ACTION, PROPOSED SETTLEMENT AND
HEARING**

THIS IS A COURT-AUTHORIZED NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY.

To: All individuals residing in the United States who made purchases on the Hanna Andersson website from September 16, 2019 to November 11, 2019 (the “Settlement Class Members”).

A proposed Settlement has been reached in a class action lawsuit against Hanna Andersson, LLC (“Hanna”) and salesforce.com, inc. (“Salesforce” and, collectively, “Defendants”). The lawsuit asserted claims against Defendants related to a security incident that affected Hanna’s computer systems from September 16, 2019 to November 11, 2019 and was disclosed by Hanna on January 15, 2020 (the “Security Incident”). Defendants deny all of the claims and deny that they did anything wrong.

The Settlement includes all individuals residing in the United States who made purchases on the Hanna website from September 16, 2019 to November 11, 2019 (“Settlement Class Members”).

The Settlement offers payments to Settlement Class Members who were potentially affected by the Security Incident. The amount paid will depend upon how many people submit valid claims, **but the average payout is likely to be approximately \$38.00 per Settlement Class Member.**

If you are a Settlement Class Member, your options are:

SUBMIT A CLAIM FORM DEADLINE: _____	You must submit a valid claim form to receive a payment from this Settlement.
DO NOTHING	You will receive no payment and will no longer be able to sue Defendants over the claims resolved in the Settlement.
EXCLUDE YOURSELF DEADLINE: _____	Get out of the lawsuit. Get no payment. Keep your right to sue separately with your own lawyer. Exclusion instructions are provided in this notice.
OBJECT DEADLINE: _____	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.

The court must give final approval to the settlement before it takes effect, but has not yet done so. No payments will be made until after the court gives final approval and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.HannaSettlement.com or by calling **1-800-XXX-XXXX**.

Further Information about this Notice and the Lawsuit

1. *Why was this Notice issued?*

You received this notice because you may be a Settlement Class Member able to receive payment from a proposed settlement of the class action lawsuit *In Re: Hanna Andersson and Salesforce.com Data Breach Litigation*, United States District Court, Northern District of California, Case No. 3:20-cv-00812-EMC (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. *What is the Lawsuit about?*

The Lawsuit is a proposed class action lawsuit brought on behalf of U.S. residents whose Personal Information may have been accessed and/or compromised by unauthorized individuals as part of the Security Incident. The Security Incident resulted in the potential exposure of payment card data of customers who used a credit or debit card to make a purchase from the Hanna website. The potentially-exposed information may include customers’ names, billing and shipping addresses, payment card numbers, CVV security codes, and credit card expiration dates.

The Lawsuit claims Defendants are legally responsible for the Security Incident and asserts various legal claims, including negligence, declaratory relief, violation of the California Unfair Competition Law, violation of the California Consumer Privacy Act and violation of the Virginia Personal Information Breach Notification Act. Defendants deny these claims and deny they did anything wrong.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the “class” and each individually is a “class member.” There are three Representative Plaintiffs in this case: Bernadette Barnes, Krista Gill and Doug Sumerfield. The class in this case is referred to in this Notice as the “Settlement Class.”

4. *Why is there a Settlement?*

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Class. The Court has not decided whether the Representative Plaintiffs’ claims or Defendants’ defenses have any merit, and it will not do so if the proposed settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that Defendants did anything wrong, or that the Representative Plaintiffs and the Class would or would not win their case if it were to go to trial.

Terms of the Proposed Settlement

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all individuals residing in the United States who made purchases on Hanna's website from September 16, 2019 to November 11, 2019.

6. *What are the terms of the Settlement?*

The proposed Settlement would create a Settlement Fund of \$400,000.00 that would be used to pay all costs of the settlement, including: (i) payments to Settlement Class Members who submit valid claims; (ii) costs of Claims Administration (\$54,000); (iii) any payments made to the Claims Referee to resolve any disputed claims; (iv) any attorneys' fees and costs awarded by the Court to Class Counsel (\$100,000 plus costs of approximately \$8,000); and (v) any service awards to the Representative Plaintiffs awarded by the Court (\$10,000 total). The Settlement also releases all claims of Settlement Class Members against Defendants arising from or related to the Security Incident, as detailed in the Settlement Agreement.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and any final judgment entered by the Court, and will give up their right to sue Defendants for the claims being resolved by the Settlement. The claims that Settlement Class Members are releasing are described in Section 1.28 of the Settlement Agreement and the persons and entities being released from those claims are described in Section 1.29 of the Settlement Agreement. Section VIII of the Settlement Agreement explains when such releases will occur.

Payments to Settlement Class Members

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members who submit valid claims and all required documentation may receive one of two types of payments to be paid from the Settlement Fund: (1) a Basic Award; or (2) a Reimbursement Award. Settlement Class Members may receive only one Award. Depending on how many valid claims are submitted, the amount of each Award may be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims, as explained further below in Question 11. Only one Settlement Claim may be submitted per Settlement Class Member and method of payment.

9. *What is a Basic Award?*

Every Settlement Class Member is eligible to receive a Basic Award of up to \$500, regardless of whether he or she experienced any unauthorized charges on a credit or debit card used to make a purchase from Hanna. Settlement Class Members seeking a Basic Award must provide the information and documents required on the Claim Form. The amount paid as a Basic Award is subject to upward or downward adjustment as described below in Question 11.

10. What is a Reimbursement Award?

Settlement Class Members who, at any time between September 16, 2019, and May 10, 2020, experienced unauthorized charges on their credit or debit cards that were not denied or reimbursed, which charges the Settlement Class Member believes in good faith were more likely than not caused by the Security Incident, are eligible to receive a Reimbursement Award of up to \$5,000 as reimbursement for: (i) those unreimbursed, unauthorized charges, (ii) up to three hours of lost time spent dealing with unauthorized charges or the Security Incident, at a rate of \$20 per hour, and (iii) the following types of out of pocket expenses related to the Security Incident:

- unreimbursed payment card fees or unreimbursed bank fees incurred as a result of the Security Incident, including bank fees, card reissuance fees, overdraft fees, charges related to unavailability of funds, late fees, over-limit fees and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Security Incident;
- cell, internet or text charges incurred as a result of the Security Incident;
- costs or charges for obtaining credit reports or credit freezes incurred as a result of the Security Incident; and
- postage costs incurred as a result of the Security Incident.

No other types of expenses, such as the cost of credit monitoring services, will be reimbursed, and you cannot recover for emotional distress. Claimants must exhaust all available credit monitoring insurance and identity theft insurance before seeking a Reimbursement Award. Settlement Class Members seeking a Reimbursement Award must provide the information and documents required on the Claim Form. The amount paid as a Reimbursement Award is subject to upward or downward adjustment as described below in Question 11.

11. When and how will the amount of Settlement Payments be adjusted?

The amounts paid for all Basic Awards and Reimbursement Awards will be adjusted upward or downward from the amounts listed in Questions 9-10 above depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of Settlement Class Member claims at the amounts listed above in response to Questions 9-10, the amount of payment for Basic Awards and Reimbursement Awards will be adjusted upward proportionally among all valid claims, up to a maximum of twice the dollar amounts listed in Questions 9-10 (e.g., Basic Awards may be adjusted up to \$1,000).

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of Settlement Class Member claims at the amounts listed above

in response to Questions 9-10, the amount of payment for Basic Awards and Reimbursement Awards will be adjusted downward proportionally among all valid claims.

12. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a charitable organization. No remaining funds will be returned to Defendants.

Your Options as a Settlement Class Member

13. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. **However, if you wish to seek a Settlement Award, you must complete and submit a Claim Form postmarked or submitted online by [INSERT DATE].** You may submit a Claim Form online at www.HannaSettlement.com.

If you do not want to give up your right to sue Defendants about the Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Claims Administrator at the address in Question 20 below. If you object, you must still submit a claim if you want any monetary relief.

14. *What happens if I do nothing?*

If you do nothing, you will get no Settlement Award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants related to the claims released by the Settlement.

15. *How do I submit a claim?*

You may complete the Claim Form online at www.HannaSettlement.com. You may also obtain a paper Claim Form by downloading it at www.HannaSettlement.com or by calling the claims administrator at [INSERT TOLL-FREE NUMBER]. If you choose to complete a paper Claim Form you may either submit the completed and signed Claim Form and any supporting materials electronically at www.HannaSettlement.com or mail them to: [INSERT CLAIMS MAILING ADDRESS].

16. *Who decides my Settlement claim and how do they do it?*

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid. If a Claim Form is complete but the Claims Administrator denies the claim, the claimant will have an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

17. *How do I exclude myself from the Settlement?*

You must make a signed written request that (i) says you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) includes your name, address and phone number. You must either mail your request to this address:

[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]

or you must submit your request electronically through the settlement website at www.HannaSettlement.com. Your request must be either postmarked or submitted online by **[INSERT DATE]**.

18. *If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any Award. However, you will also not be bound by any judgment in this Lawsuit.

19. *If I do not exclude myself, can I sue Defendants for the Security Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

20. *How do I object to the settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be submitted to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing it in person at any location of the United States District Court for the Northern District of California. Objections must be filed or postmarked no later than **[INSERT DATE]**.

To be considered by the Court, your objection must list the name of this Lawsuit, *In Re: Hanna Andersson and Salesforce.com Data Breach Litigation*, and the case number, Case No. 3:20-cv-00812-EMC, and include all of the following information: (i) your name, address, phone number, and an email address (if you have one); (ii) a statement that you are a member of the Settlement Class and any proof of your membership (*e.g.*, proof of purchase from Hanna's website during the time period of September 16, 2019 to November 11, 2019); (iii) whether your objection applies only to yourself, to a specific subset of the Settlement Class, or to the entire class; (iv) a detailed statement of the specific legal and factual bases for all of your objections, along with any applicable legal support; (v) the identity of any lawyer representing you; (vi) whether you intend to appear at the final settlement approval hearing and the identity of any lawyer(s) who will attend that hearing with you or on your behalf; (vii) a list of anyone you plan to have testify at the final approval hearing in support of your objections; and (viii) your signature and the signature of your attorney or other authorized representative.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Court Approval of the Settlement

21. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Settlement Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **June 17, 2021 at 1:30 p.m.** at the United States District Court, Northern District of California, located at 450 Golden Gate Avenue, San Francisco, CA 94102. Please visit the Court's website at <https://cand.uscourts.gov/> for current Court Operations and Safety Protocols information. At the Final Settlement Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for attorneys' fees and costs, and the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.HannaSettlement.com or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> to confirm the schedule if you wish to attend.

22. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in

Question 20. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

23. *What happens if the Court approves the Settlement?*

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be funded. The Claims Administrator will pay any Attorney Fees' and Costs Award and any Representative Plaintiffs' Awards from the Settlement Fund. Then, within the later of 90 days after the Effective Date or 30 days after all disputed claims have been resolved, the Claims Administrator will send Settlement Payments to Settlement Class Members who submitted timely and valid Settlement Claims. No distributions will be made without authorization from the parties.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

24. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the Settlement, no Settlement Fund will be created, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Representative Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendants

25. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class and Settlement Class Members in this Lawsuit:

Rachele R. Byrd
Brittany N. DeJong
Wolf Haldenstein Adler Freeman & Herz LLP
750 B Street, Suite 1820
San Diego, CA 92101
619-239-4599

M. Anderson Berry
Clayco C. Arnold, A Professional Law Corporation
865 Howe Avenue
Sacramento, CA 95825
916-777-7777

John A. Yanchunis
Morgan & Morgan Complex Litigation Group
201 N. Franklin St., 7th Floor
Tampa, FL 33602
813-223-5505

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

26. *How will the lawyers for the Settlement Class be paid?*

Class Counsel will request the Court's approval of an award for attorneys' fees up to 30% of the Settlement Fund (or up to \$100,000), plus reasonable costs and expenses (approximately \$8,000), which shall be paid from the Settlement Fund. Class Counsel will also request approval of service awards of \$5,000 to Ms. Barnes and \$5,000 jointly to Ms. Gill and Mr. Sumerfield, which shall also be paid from the Settlement Fund.

27. *Who represents Defendants in the Lawsuit?*

Defendants are represented by the following lawyers:

Todd Hinnen
Susan Fahringer
Nicola Menaldo
Perkins Coie LLP
1201 Third Avenue
Seattle, WA 98101
206-359-8000
Attorneys for Defendant HANNA ANDERSSON, LLC

Tiffany Cheung
Mark D. McPherson
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105
415-268-7000
Attorneys for Defendant salesforce.com, inc.

For Further Information

28. *What if I want further information or have questions?*

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.HannaSettlement.com, by contacting Class Counsel at the phone numbers provided in response to Question 25 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California,

450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

_____ will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]

DO NOT CONTACT THE JUDGE OR DEFENDANTS.

26685v5

EXHIBIT B

**IMPORTANT NOTICE FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**YOU MAY BE A CLASS MEMBER IN A PROPOSED CLASS ACTION SETTLEMENT IF YOU RESIDE IN THE
UNITED STATES AND MADE A PURCHASE ON THE HANNA ANDERSSON WEBSITE FROM
SEPTEMBER 16, 2019 TO NOVEMBER 11, 2019.**

**The average payout is likely to be approximately \$38.00 per Settlement Class Member,
but the amount depends upon how many people submit valid claims.**

A proposed settlement has been given preliminary approval in a class action lawsuit against Hanna Andersson, LLC (“Hanna”) and salesforce.com, inc. (“Salesforce” and, collectively, “Defendants”) related to a security incident that affected Hanna’s computer systems between September 16, 2019, and November 11, 2019, that was publicly disclosed by Hanna on January 15, 2020, *In Re: Hanna Andersson and Salesforce.com Data Breach Litigation*, United States District Court, Northern District of California, Case No. 3:20-cv-00812-EMC. Defendants deny all of the claims and deny that they did anything wrong.

Subject to the terms of the Settlement Agreement and the Court’s approval, Hanna will fund a \$400,000.00 Settlement Fund that will be used to pay all settlement costs, including: (i) payments to Settlement Class Members who submit valid claims; (ii) costs of Claims Administration (\$54,000); (iii) any payments made to the Claims Referee to resolve any disputed claims; (iv) any attorneys’ fees and costs awarded by the Court to Class Counsel (up to \$100,000 plus costs of approx. \$8,000); and (v) any service awards to the Representative Plaintiffs awarded by the Court (\$10,000 total). Settlement Class Members can make a claim for one of two types of monetary Awards from the Settlement Fund, depending on how they were affected by the Security Incident. **If you are a Settlement Class Member and you want to receive an Award, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.HannaSettlement.com. The deadline to submit a Claim Form is _____.**

Settlement Class Members may also request exclusion from the Settlement or object to it. Requests for exclusion are due by _____. Settlement Class Members who do not request exclusion can object to the Settlement. Objections are due by _____.

The Court will hold a Final Settlement Approval Hearing on **June 17, 2021 at 1:30 p.m.** at the United States District Court, Northern District of California, located at 450 Golden Gate Avenue, San Francisco, CA 94102 to decide whether to approve the Settlement. Please visit the Court’s website at <https://cand.uscourts.gov/> for current Court Operations and Safety Protocols information. At the Final Settlement Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, consider any timely objections, and may consider Class Counsel’s request for attorneys’ fees of up to 30% of the Settlement Fund (or \$120,000), plus reasonable costs and expenses, and the request for service awards for the Representative Plaintiffs (\$5,000 to Ms. Barnes and \$5,000 jointly to Ms. Gill and Mr. Sumerfield).

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Rachele R. Byrd and Brittany N. DeJong of Wolf Haldenstein Adler Freeman & Herz LLP, 750 B Street, Suite 1820, San Diego, CA 92101, 619-239-4599; M. Anderson Berry, Clayeo C. Arnold, A Professional Law Corporation, 865 Howe Avenue, Sacramento, CA 95825, 916-777-7777; and John A. Yanchunis, Morgan & Morgan Complex Litigation Group, 201 N. Franklin St., 7th Fl., Tampa, FL 33602, 813-223-5505.

You can find the full Class Notice, along with a full description of the proposed Settlement, related Court documents, dates and forms, and additional information on how Settlement Class Members can exclude themselves from the Settlement or object to it on this website: www.HannaSettlement.com, or by calling **[INSERT TOLL-FREE NUMBER]**. **DO NOT CONTACT THE JUDGE OR DEFENDANTS.**